

Complete information on terms and conditions of an open tender of commercial bids for long-term sales of Diesel fuel DT-Z/L-K4, grade F/C produced by OJSC Naftan planned for February 21, 2017.

On February 21, 2017 CJSC Belarusian Oil Company (hereinafter - *CJSC BNK, Tender Organizer*) is holding an open tender of commercial bids for long term sale of Diesel fuel DT-Z/L-K4, grade F/C produced by *OJSC Naftan* (hereinafter – Tender):

Goods	Quantity, mt	Delivery period	Delivery basis
Diesel fuel DT-Z/L-K4, grade F/C	Up to 20 000 tons per month (+/-10% of the agreed monthly lot in the Seller's option) (total quantity up to 80 000 tons +/-10% in the Seller's option)	March 2017 - June 2018	DAP border of the Republic of Belarus with delivery to the territory of Ukraine, Moldova (<i>transshipment in ports is not allowed, to be delivered to an internal railway station</i>)

The delivery bases for a.m. oil product may be changed/ specified before the tender date.

The Tender is held with no price alteration or withdrawal opportunity of the submitted bid.

The Tender is subject to deposit.

[The terms of the Goods selling:](#)

Seller: *CJSC Belarusian Oil Company*, Republic of Belarus.

Buyer: the Applicant admitted as the Tender Winner

Producer: *OJSC Naftan*.

[The quality of the Goods to be sold:](#)

Diesel fuel DT-Z/L-K4, grade F/C – quality as STB 1658-2012.

The partial purchase of the tender volumes of the Goods is possible.

The shipment of each monthly Goods lot may be agreed in several steps: within the period from the 18th day of the month preceding the month of final price formation accepted for a definite agreed Goods lot till the 5th day (inclusive) of the month of final price formation accepted for a definite agreed Goods lot. At the same time the Buyer has no right to decline the final Goods volume in case of receiving the notification up to the 5th day (inclusive) of the month of the final price formation.

Should the Seller inform the Buyer on the volume of a definite agreed Goods lot after the 5th day of the month of the final price formation accepted for a definite Goods lot, the Buyer is entitled to reject the acceptance of the offered Goods volume by written notification to the Seller within 1 (one) business day from the information receipt. If such notification is submitted later than 1 (one) business day from the information receipt the additionally confirmed volume of Goods is deemed accepted.

No later than 1 (one) business day from the date when the preliminary EUR / USD (EURO / US Dollar) exchange rate is fixed the Seller and the Buyer sign a respective additional agreement to the contract stipulating the Goods delivery.

The date of invoicing is no later than 1 (one) business day from the date when the preliminary EUR / USD (EURO / US Dollar) exchange rate is fixed.

Currency of price calculation and payment: Euro

Terms of payment: 100% advance payment of the agreed monthly Goods lot within 2 (two) (5 (five) for residents of Ukraine) banking days from the date of invoicing by the Seller/

Settlement procedure: the Buyer and Seller effect payments through accounts and correspondent accounts in the European banks only.

Formula pricing on FCA basis is applied.

The provisional price (Pr(P)) is calculated as follows:

$Pr_{(P)} = ((PI_{(P)} + D) * 1,1) / K_{(P)} \text{ EUR/USD}$, where

PI(P) – average value of the basic quotations for the period from the **1st to 18th quotation day (inclusive) of the month** preceding the month of the final price formation for the agreed Goods lot, **given in USD** per metric ton for the respective position as per quotations of Platts agency in its publication “Platts European Marketscan”.

D - the correction on FCA basis FOB, CIF offered by the Buyer in the bid, in US dollars per metric ton;

K(P) EUR/USD – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixfixings>

- for the volume (lot) of the Goods confirmed for delivery within the period up to the 18th day of the month preceding the month of the final price formation – on the 19th day of the month preceding the month of the final price formation for the agreed Goods lot;

- for the volume (lot) of the Goods confirmed for delivery within period after the 18th day of the month preceding the month of the final price formation – on the date following the date of confirmation the Goods for realization.

In the event that there is no rate quoted on such day the next following publication shall apply.

The final price (Pr(F)) of the Goods shall be calculated according to the following formula:

Variant I:

$Pr_{(F)} = (PI_{(P)} + D) / K_{(P)} \text{ EUR/USD} + (PI_{(F)} - PI_{(P)}) / K_{(F)} \text{ EUR/USD}$, where

PI(P) – average value of the basic quotations for the period from the **1st to 18th quotation day (inclusive) of the month** preceding the month of the final price formation for the agreed Goods lot, given in USD per metric ton for the respective position as per quotations of Platts agency in its publication “Platts European Marketscan”;

D - the correction on FCA basis offered by the Buyer in the bid, in US dollars per metric ton;

PI(F) – the arithmetic average of basic quotations rounded to the second decimal place **throughout all quotation days of the month** of the final price formation for the respective position as per quotations of Platts agency in its publication “Platts European Marketscan” indicated while confirming a definite Goods lot, in USD per metric ton;

K(P) EUR/USD – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixfixings>:

- for the volume (lot) of the Goods confirmed for delivery within the period up to the 18th day of the month preceding the month of the final price formation – on the 19th day of the month preceding the month of the final price formation for the agreed Goods lot;

- for the volume (lot) of the Goods confirmed for delivery within period after the 18th day of the month preceding the month of the final price formation – on the date following the date of confirmation the Goods for realization.

In the event that there is no rate quoted on such day the next following publication shall apply.

K(F) EUR/USD – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fxfixings> on the second banking day following the final quotation day of the month of final price formation.

Variant II:

Pr(F)=(PI(F) + D)/ K(F) EUR/USD, where

PI(F) – the arithmetic average of basic quotations rounded to the second decimal place **throughout all quotation days of the month of the final price** formation for the Goods lot given in USD per metric ton for the respective position as per quotations of Platts agency in its publication “Platts European Marketscan”;

D - the correction on FCA basis offered by the Buyer in the bid, in US dollars per metric ton;

K(F) EUR/USD – the average value of Euro/US Dollar foreign exchange rates of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fxfixings> throughout **all days of the month of the final price** formation when exchange rates are published, rounded to the quantity of digits according to the publications made in the month of the final price formation.

In case of the Seller’s confirmation of the volume (lot) of the Goods made after the 18th day of the month preceding the month of the final price formation in respect of a definite agreed Goods lot up to the last day (inclusive) of the month, preceding the month of the final price formation in respect of a definite agreed Goods lot, **the Buyer is entitled to choose the variant of final price calculation until the 1st day of the month** of the final price formation in respect of a definite agreed Goods lot by sending to the Seller a respective notice. In case this information is not submitted the Seller shall apply the formula variant that was applied for final price calculation of the first confirmed lot of the Goods in the previous month.

In case of the Seller’s confirmation of the volume (lot) of the Goods made within the period starting with the 1st day of the month of the final price formation in respect of a definite agreed Goods lot **the Buyer is entitled to choose the variant of final price calculation until the moment of Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE publication made by Bloomberg agency** on its web site (**K(P) EUR/USD**) on the date following the date of confirmation the Goods for realization, by sending to the Seller a respective notice. In case this information is not submitted the Seller shall apply the formula variant that was applied for final price calculation of the first confirmed lot of the Goods in the previous month.

For the first delivery under the Contract the Buyer is entitled to choose the variant of final price calculation until the 1st day of the month of the final price formation by sending to the Seller a respective notice. In case of the Seller’s confirmation of the volume (lot) of the Goods made within the period starting with the 1st day of the month of the final price formation the Buyer is entitled to choose the variant of final price calculation until the moment of Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE publication

made by Bloomberg agency on www.bloomberg.com (K(P) EUR/USD) on the date following the date of confirmation the Goods for realization, by sending to the Seller a respective notice. In case this information is not submitted within the stipulated period the Seller shall apply the second formula variant of the final price calculation.

Basic quotations for diesel fuel DT-Z/L-K4 grade F/C are the quotations of «Platt's» agency in its publication «Platt's European Marketscan» which are an arithmetic average of the average quotations of a quotation day rounded to the second decimal place for the position «Diesel 10 ppm» published under the heading «Barges FOB Rotterdam» and quotations for the position «ULSD 10 ppm» published under the heading «Cargoes CIF NWE/Basis ARA» (Platts European Marketscan)/

The final price of the 1st monthly agreed Goods lot is calculated throughout all quotation days of March 2017 (estimated period of shipment – March - April 2017);

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The final price of the 4th monthly agreed Goods lot shall be calculated throughout all quotation days of June 2017 (estimated period of shipment – June - July 2017).

Conditions for admittance to participate in the Tender:

Application

To take part in the Tender the Applicant is to submit to CJSC Belarusian Oil Company an application stating the planned Goods volume to be purchased not later than February 20, 2017. On the basis of the Goods volume to be purchased, the amount of the bidding deposit shall be calculated. It is also essential to provide details necessary to conclude Tender Participation Agreement. It is highly recommended to send the application written on the company's letterhead.

Documents:

To take part in the Tender not later than February 20, 2017 the Applicant is to submit to *CJSC Belarusian Oil Company* the following copies of foundation and registration documents:

- Charter;
- Registration Certificate;
- Extract from Commercial Register of Country of Incorporation or equivalent proof of legal status and legal capability, recognized as corporate existence by legislation of country of incorporation;
- Power of Attorney confirming the power of the person, authorized to sign on behalf of the company.

The documents to be submitted should be translated into Russian and apostilled.

The documents should be submitted separately from the bidding offer by post or courier in a sealed envelope bearing the name of the company and a note “Documents of Association of an Applicant for participation in the tender for the selling (*specify the type of oil products*)” (to the following address: 4a-305 Leshchinsky Street, Minsk, Republic of Belarus, 220140).

It is not necessary to submit the constituent and statutory documents should they have been earlier submitted to *CJSC Belarusian Oil Company* and taken for consideration.

Tender Participation Agreement

In order to get admission to the Tender the Applicant is to sign a Tender Participation Agreement with *CJSC Belarusian Oil Company*. The signed Tender Participation Agreement is to be submitted to *CJSC Belarusian Oil Company* not later than February 20, 2017

The Bidding Deposit:

The terms of the Tender provide for bidding deposit.

In order to get admission to tender participation the Applicant concludes Tender Participation Agreement with *CJSC Belarusian Oil Company* and effects payment to its account of the deposit in the amount estimated on the assumption of **10 Euro per 1 ton of the estimated maximum** monthly Goods lot claimed to be purchased. The deposit is paid in order to guarantee that the Applicant shall not change nor withdraw submitted bid and if accepted as the Tender Winner shall conclude the contract and shall pay Contract Security.

After the Tender Winner is defined the deposit amount is returned to an Applicant not announced as the tender winner within 7 (seven) banking days from the date the Tender Organizer receives a respective written application from the Applicant.

After the Applicant is announced the Tender Winner, the deposit shall be returned after the Supply Contract is concluded and Contract Security is remitted to the Seller.

The deposit of the Tender Winner shall be unilaterally kept by the Tender Organizer should the Tender Winner reject concluding the Supply Contract within 2 (two) business days from the date of written notification on Tender award or if the Tender Winner fails to remit the amount of Contract Security within 2 (two) banking days from the date of the Seller's invoicing.

The Buyer has no right to purchase Goods in the volumes larger than the amount of remitted deposit allows.

The payment, utilization and refund of the deposit and Applicant's liability are defined by the Tender Participation Agreement.

The date of deposit payment is not later than February 21, 2017. The date of deposit payment is the date of crediting the money funds to the account of *CJSC Belarusian Oil Company*, or submission to *CJSC Belarusian Oil Company* of a banking payment document (SWIFT) confirming the actual payment of the deposit.

Currency of deposit payment is Euro.

The following companies shall not be admitted for participation:

- Companies that did not pay the deposit on due time;
- Companies with unfair cooperation history regarding *CJSC Belarusian Oil Company*, *OJSC Naftan*, *OJSC Mozyr OR*, *Republican Unitary Enterprise Production Association Belorusneft*, *Unitary Enterprise Belarusian Oil Trade House* and *Belarusian Oil Company's* affiliated entities;
- Companies against which charges have been issued by the law enforcement or other public bodies of the Republic of Belarus or by corporate group *Belneftekhim* prohibiting cooperation with such companies.

CJSC Belarusian Oil Company has the right to decline participation of a company in the Tender without stating the reason for such decline.

Tender Terms:

Form of the Tender: open tender of commercial bids with no price alteration or withdrawal opportunity of the submitted bid.

Place of the Tender: *OJSC Belarusian Oil Company*, 4a-310 Leshchinsky Street, Minsk

Tender time and date: **February 21, 2017, 16:00** (local time).

We shall consider bids entered to *CJSC Belarusian Oil Company* not later than 16:00 (local time) February 21, 2017. Please, submit documents to the following address:

4a-305 Leshchinsky Street, Minsk, Republic of Belarus, 220140. The documents should be sent by post or courier in a sealed envelope with a note

“The open tender of commercial bids for selling (*specify the type of oil product*)”.
DO NOT OPEN”.

Documents may be sent via fax (fax number to be advised later) from 12:00 till 16:00 (local time) on February 21, 2017.

In addition, the scanned documents may be sent by e-mail (e-mail address to be advised later) from 12:00 till 16:00 (local time) on February 21, 2017.

At the same time it is more preferable to send the commercial bids in a sealed envelope. The Tender Organizer bears no responsibility for the faulty operation of fax or e-mail connection.

Tender bid should be presented on the letterhead of the Company, stamped and signed by an authorized person indicating his/her name and position.

Language of the bid: Russian, English.

Mandatory information to be included to the bid:

- **Name of oil product**

- **Claimed volume to be purchased**

- **Price:** correction should be specified on basis FCA for deliveries on basis DAP border of the Republic of Belarus; the correction specified on basis DAP border of the Republic of Belarus, will be adjusted to basis FCA st. Novopolotsk by *CJSC Belarusian Oil Company* and will be applied to calculate the price of the Goods, in US dollars per metric ton;

- **The country of Goods destination: Ukraine, Moldova (mandatory!).**

The Applicant has the right to choose the Goods delivery basis until the moment the commercial bid is submitted. When submitting the commercial bid to the open Tender held by *CJSC Belarusian Oil Company* the Buyer is obliged to specify in its bid the volume of oil product planned to be purchased, without the option to choose the delivery basis at the Buyer’s discretion after the Buyer is elected as the Tender Winner.

The Applicant is obliged to specify the above mentioned information in the bid. The commercial bids submitted by the Tender Applicants containing additional conditions contradictory to those speculated in the present notice and regarding organizing and holding of the present Tender shall not be accepted by *CJSC BNK* for consideration when Tender results are summarized.

The term of consideration of the bid: 4 (four) working days (in the Republic of Belarus), excluding the day of tender bids opening, i.e. up to February 27, 2017. The term of validity of the bid: 5 (five) working days (in the Republic of Belarus), excluding the day of tender bids opening, i.e. up to February 28, 2017.

In case the tender deposit is not credited to *CJSC BNK* accounts until the date of Tender closing the bid from the Applicant admitted to Tender participation on SWIFT basis shall not be taken into account when Tender results are summarized.

The evaluation criteria for the bids for the purposes of determining the best one:

1) the highest offered price correction,

2) the largest volume to be purchased.

Should several bids containing equal terms of purchase of a definite oil product be submitted, the volume of the product subject to sale shall be distributed among them in equal shares, upon such Applicants agreement.

The currency of the bid: US dollars

Tendering process: in accordance with local time of the Republic of Belarus.

During tendering the *CJSC Belarusian Oil Company* has the right to ask Applicants to clarify the terms of submitted tender bids.

The successful Applicant announced as the Tender Winner shall be notified not later than 1 (one) business day from the date the Tender is closed and the Tender commission has made a decision on Tender results – not later than on February 28, 2017.

The Applicants not announced as Tender Winners shall be notified on Tender results within 2 (two) business days from the date the Tender is closed and the Tender commission has made a decision on Tender results– not later than on March 01, 2017.

Contract

The Tender Applicant admitted as the Tender Winner is obliged within 2 (two) business days from the date of the written notification to conclude a Supply Contract in CJSC BNK wording **the draft of which is placed by CJSC Belarusian Oil Company on the site www.bnk.by with:**

- *CJSC Belarusian Oil Company* for Goods delivery on the basis DAP border Republic of Belarus.

The offers made by the Tender Applicant admitted as the Tender Winner regarding the amendments and supplements to the draft contract presented by *CJSC Belarusian Oil Company* may be taken by *CJSC Belarusian Oil Company* for consideration subject to the principle of the rights equality in respect of all Tender Applicants.

The Tender Applicant announced as the Tender Winner can conclude a contract on delivery basis DAP border of the Republic of Belarus with *BNK (UK) Ltd* – an affiliated company of *CJSC BNK* (the contract is to be concluded within 2 (two) business days from the date of written notification) and the price of the tender bid in this case shall be increased by 0,01 USD per ton.

When concluding the contract on delivery **basis DAP border of the Republic of Belarus** the railway rate for transportation of 1 metric ton of Goods shall be added to the price on delivery basis FCA st.Novopolotsk received as a result of the Tender. Subject to changes of railway rate for by Belarusian Railways, the contract price on the basis DAP border of the Republic of Belarus shall be re-calculated. The railway rate for transportation of 1 metric ton of Goods from station Novopolotsk of Belarusian railways to a specified border station of transition operating at the moment of the additional agreement signing for preliminary and final price calculation when the preliminary selling price is defined and for the date of the Goods shipment when the final selling price is defined shall respectively apply. The railway rate in US dollars shall be calculated on the basis of USD \ BYR average currency exchange rate for the month preceding the month of sale and published on the site of the National Bank of the Republic of Belarus (<http://www.nbrb.by/statistics/Rates/AvgRate/>);

Contract Security:

An Applicant admitted as the Tender Winner (Buyer) undertakes to effect payment to the Seller's account within 2 (two) banking days from the day of the Seller's invoicing in the amount of 10% from the cost of the maximum monthly Goods lot calculated under the preliminary price of the first agreed monthly Goods lot (Contract Security). The date when the money funds are credited to the Seller's account is deemed the date of Contract Security payment. To secure the Buyer's performance of its obligations under the Supply Contract the Contract Security shall remain on the Seller's account till their complete fulfillment by the Buyer.

The Contract Security shall be returned to the Buyer under its written request after the final settlement of the Parties under the Supply Contract, or may be used for repayment of the Buyer's outstanding amounts to the Seller under the Supply Contract.

The Contract Security or part thereof remaining after the repayment of the Buyer's outstanding amounts to the Seller under the Supply Contract, if any, shall be returned by the Seller within 15 (fifteen) banking days from the date of receipt of the Buyer's invoice provided that the Reconciliation Report signed by both parties is available for the Seller. Date of Contract Security return is the date of money funds debiting from the Seller's account.

Additional Provisions:

Should the capacity of *OJSC Naftan* be decreased or temporary discontinued the Buyer accepts the factually delivered volume of the Goods without demanding from the Seller the delivery of the full volume of the agreed Goods lot.

Should it be impossible to deliver the Goods for the reasons beyond the Seller's control or if the Buyer breaches the terms of payment, date of signing of additional agreements (to the Supply Contract) on Goods price calculation, the Seller has the right to reduce the volume of the agreed Goods lot to be delivered. The Seller is to undertake all reasonable efforts to perform the agreed monthly deliveries in full. The term of delivery and the validity period of the Supply Contract are subject to prolongation till the full unloading of the contractual volume of the Goods upon the Seller's and the Buyer's agreement.

Should the Buyer breach the payment obligations or obligations on shipping orders submission for the period longer than 2 days, the Seller has the right to unilaterally reject the obligations hereunder for the supply of Goods with written notice to the Buyer.

Should the Buyer fail to transfer the money funds within the period stipulated by the Parties hereunder and the respective Additional agreement, the Buyer shall be obliged under the Seller's request to pay the penalty at the rate of 0,05% from the outstanding sum per each calendar day of the delay of transferring including the date of money funds entering the Seller's settlement account. If delay exceeds 50 (fifty) banking days from the date of shipment the penalty will be imposed at the rate of 2% from the outstanding amount per each calendar day of the payment delay.

The Seller and the Buyer are relieved from any responsibility for the partial or complete default of their obligations under the Supply Contract, if they prove by the documents that proper fulfillment of their obligations became impossible due to shut-down, unscheduled repairs of *OJSC Naftan* facilities or due to force-majeure occurrence.

The parties shall bear no responsibility for the failure to properly fulfil their obligations under the Supply Contract by virtue of provisions of law or other laws and regulations (other documents binding for the Seller / consignor) currently in force that prevent the Contract fulfilment, adopted by the respective state authorities or organizations and *Belarusian State Concern of Oil and Chemistry (Belneftekhim concern)* in particular, in case they were adopted (published) after the Contract signing and directly affect its fulfillment.

Governing Law and Arbitration

The Supply Contract to be concluded by the Applicant announced as the Tender Winner and *CJSC Belarusian Oil Company* shall be governed by the law of the Republic of Belarus.

All disputes, disagreements or claims that may arise out of or in connection with the Supply Contract including those regarding its amending, termination, execution, invalidity or interpretation are to be settled by the International arbitration tribunal of Belarusian

Chamber of Commerce and Industry (BelTPP) in accordance with the Regulation thereof. The number of the arbitrators shall be three. The arbitration shall be held in Minsk. The language of the arbitral proceedings shall be Russian.

The delivery of the Goods is made by rail in tank cars of the general fleet of the railways according to the shipping details, which are provided by the Buyer to the Seller in the form of a shipping order. As agreed by the Parties, the Goods may be shipped in rented tank cars, or in those owned by the Buyer; the return of such tank cars to the Republic of Belarus is made by the Buyer at his own expense.

While shipping the Goods on the basis DAP in rail tank cars of the inventory Belarusian railway fleet the Seller shall empower the Buyer to free usage of such rail tank cars for the periods from the date of delivery of the Goods during the terms corresponding to the delivery periods which are defined in the Clause 14 of the Agreement on International Cargo Transportations (SMGS) that came into effect 01.11.1951 and also for the period of 48 hours for the discharge of the Goods from the rail tank cars at the end station indicated by the Buyer when providing the shipping orders.

The time of the free usage of rail tank cars of the inventory Belarusian railway fleet shall be defined by the calendar dates of the corresponding marks made in the railway bill at the railway stations during the travel of the rail tank cars loaded with Goods. The date of return the empty rail tank cars to the end-station after discharge shall be defined by the date of the forwarding railway bill.

In case if the time limits of free usage of rail tank cars of the inventory Belarusian railway fleet are exceeded as a result of the Buyer's action/inaction, the Seller shall have the right to raise a claim for contract terms violation and the amount of penalty shall be calculated on the basis of 100 US dollars per each day exceeding the said terms per each rail tank car in respect of which such term was breached.

Invoices issued by the Seller for the exceeded time limits of the free usage of rail tank cars of the inventory Belarusian railway fleet shall be paid pursuant to the terms and conditions stipulated in the Supply Contract. The Buyer shall have the right to demand from the Seller the copies of the documents to confirm the actual reason for the invoiced sum.

The Applicant has the right to withdraw from participation in the Tender till 16:00 (local time) on February 21, 2017 by submitting a written notice of refusal.

CJSC Belarusian Oil Company has the right to cancel or cease the Tender and reject all the bids any time before election of the Winner, bearing no liability before the Applicant(s) that can suffer losses due to such action, without having any obligations to inform the mentioned Applicant(s) on the reason thereof.

The Applicant should submit the commercial bid in full conformity with the above-given terms. The commercial bid that does not meet the above-mentioned terms shall not be accepted for commission consideration and shall be declined.

The above date and terms of the Tender are preliminary and subject to change.

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