***Complete information on terms and conditions of an open tender of commercial bids***

***for long-term sales of oil products produced by OJSC Naftan***

***planned for April 8, 2015***

**On April 8, 2015** CJSC Belarusian Oil Company is holding an open tender of commercial bids for long term sale of oil products produced by OJSC Naftan:

|  |  |  |  |
| --- | --- | --- | --- |
| Oil products description | Quantity, tons | Delivery period | Delivery basis |
| Diesel fuel DT-L-K5, grade C/ DT-Z-K5, grade F | Up to 10 000 tons per month  (+\-5% of the agreed monthly lot, seller’s option)  (total quantity up to 80 000 tons +/-5% in the seller’s | April 2015 – November 2015 | **DAP** border of the Republic of Belarus (for Goods deliveries only to the territory of Lithuania). |
| Up to 15 000 tons per month  (+\-5% of the agreed monthly lot, seller’s option)  (total quantity up to 120 000 tons +/-5% in the seller’s | **DAP** border of the Republic of Belarus (for Goods deliveries only to the territory of Latvia). |
| Up to 5 000 tons per month  (+\-5% of the agreed monthly lot, seller’s option)  (total quantity up to 40 000 tons +/-5% in the seller’s | **DAP** border of the Republic of Belarus (for Goods deliveries only to the territory of Estonia). |

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

**The tender is subject to deposit.**

The terms of Goods selling:

Seller: CJSC Belarusian Oil Company, Republic of Belarus (hereinafter ZAO BNK) or BNK (UK) Ltd, United Kingdom.

Producer: OJSC Naftan.

The quality of Goods to be sold:

* Diesel fuel DT-L-K5, grade C/ DT-Z-K5, grade F - in conformity with 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 refuse 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.

The Seller is entitled to decrease the monthly volume of Goods to be delivered by notifying the Buyer thereupon not later than the 5th day (inclusive) of the month of the final price formation.

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) banking days from the date of invoicing by the Seller.

Settlement procedure: the Buyer and the Seller effect payments through accounts and corresponding accounts of European banks only.

The price for the oil product is calculated according to a formula.

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

**Pr(P) = (Pl(P) +D)\*1,1/ K(P) EUR/USD**

**Pl(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’s agency in its publication “Platt’s European Marketscan”.

**D** - the correction (on Goods delivery basis) offered by the Buyer in the bid, in US dollars per metric ton/

**K(P) EUR/USD** – Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE of the European Central Bank (ECB) fixed at 14:15 (CET time) and quoted on www.ecb.int:

- 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 ECB rate quoted on such day the next following publication shall apply.

**The final price formula is defined as per Buyer’s choice.**

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

**Variant I:**

**Pr(F) = (Pl(P) +D)/ K(P) EUR/USD +( Рl(F) - Рl(P))/ K(F) EUR/USD**,

**Pl(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’s agency in its publication “Platt’s European Marketscan”.

**D** - the correction (on Goods delivery basis) offered by the Buyer in the bid, in US dollars per metric ton;

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

**K(P) EUR/USD** – Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE of the European Central Bank (ECB) fixed at 14:15 (CET time) and quoted on www.ecb.int:

- 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 ECB rate quoted on such day the next following publication shall apply.

**K(F) EUR/USD** – Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE of the European Central Bank (ECB) fixed at 14:15 (CET time) and quoted on [www.ecb.int](http://www.ecb.int) on the second banking day following the final quotation day of the month of final price formation.

**Variant II:**

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

**Рl(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’s agency in its publication “Platt’s European Marketscan”;

**D** - the correction (on Goods delivery basis) offered by the Buyer in the bid, in US dollars per metric ton;

**K(F) EUR/USD** – the average value of EUR\USD exchange rates ЕURO/US DOLLAR FOREIGN EXCHANGE REFERENCE RATE, as fixed by European Central Bank (ECB) under the reference foreign currency exchange rates at 14.15 Central European time (CET) published on the site www.ecb.int throughout **all days of the month of the final price** formation when ECB exchange rates are published.

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 up to the 5th day (inclusive) 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 ECB** on [www.ecb.int](http://www.ecb.int) 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 up to the 5th day of the month (inclusive) 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 ECB on [www.ecb.int](http://www.ecb.int) (Kp 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 -** the arithmetic average of the average quotations of a quotation day rounded to the second decimal place for the following position:

* **for diesel fuel** DT-L-K5, grade C/ DT-Z-K5, grade F – the quotations for the position “ULSD 10ppm” published under the title «Cargoes CIF NWE/Basis ARA» and quotations for the position “Diesel 10ppm” published under the title “Barges FOB Rotterdam” (Platt’s European Marketscan).

The final price of the 1st monthly agreed Goods lot is calculated throughout all quotation days of April 2015 (estimated period of shipment ex-refinery April-May 2015);

The final price of the 2nd monthly agreed Goods lot shall be calculated throughout all quotation days of May 2015 (estimated period of shipment ex-refinery May-June 2015).

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The final price of the 8th monthly agreed Goods lot shall be calculated throughout all quotation days of November 2015 (estimated period of shipment ex-refinery November-December 2015).

Contract deposit:

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 deposit). The date when the money funds are credited to the Seller’s account is deemed the date of Contract deposit payment. To secure the Buyer’s performance of its obligations under the Supply contract the Contract deposit shall remain on the Seller’s account till their complete fulfillment by the Buyer.

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

The Contract deposit or part thereof remaining after the repayment of the Buyer’s outstanding amounts to the Seller under the 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 deposit return is the date of money funds debiting from the Seller’s account.

Contract security shall unconditionally and fully pass into the Seller’s ownership in the case of the Buyer’s refusal including failure to act to fulfill his obligations regarding the payment for the Goods to be delivered and payment of the full cost of the Goods lot to be delivered, the obligations providing for the Goods acceptance

Collateral clause:

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.

In case of a non-withdrawal (full or partial) of the Goods, the Buyer pays to the Seller a fine at the rate of 0,2% of the cost of not taken Goods per each day of delay and compensates to the Seller losses suffered, including, but not limited to the following: charges of the Seller for storage of the Goods in RTCs of park of Ministry of Railways \ owned (leased) RTCs, charges of the Seller for using an infrastructure of the railways, other connected with this charges. The Seller at the same time is entitled to terminate the contract without bearing any responsibility to the Buyer for possible losses.

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.

The Seller and the Buyer are relieved from any responsibility for the partial or complete default of their obligations under the Supply contract, if such circumstances for the default are the consequence of force-majeure circumstances beyond the Seller’s and the Buyer’s control arising after the Supply contract is concluded and if the a. m. circumstances directly affect the full or partial fulfillment of the Buyer’s and the Seller’s obligations under the Supply contract including but not limited to: war, military actions, blockade, strikes, earthquake, flood, fire and other natural calamities, actions of the government and concern Belneftekhim in case they directly or indirectly affect the activity of the Seller and the Buyer, as well as unplanned shutdown and servicing of OJSC Naftan facilities.

Terms of tender:

**Form of the tender: open tender of commercial bids with no price alteration opportunity of the submitted bid for the stipulated Goods lot.**

Place of tender: OJSC Belarusian Oil Company, 4a Leshchinsky street, office 305, Minsk.

Tender time and date: **April 8, 2015, 16:00** (local time).

We shall consider bids entered to CJSC Belarusian Oil Company not later than 16:00 (local time) **April 8, 2015**. 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 the following oil products: (*specify the 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 **April 8, 2015**.

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 **April 8, 2015**.

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.

Language of the bid: Russian, English

The term of validity of the bid: not less than 4 (four) working days (in the Republic of Belarus), excluding the day of tender bids opening, i.e. up to April 14, 2015.

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 participants to clarify the terms of submitted tender bids.

Conditions of participation:

Documents:

To take part in tender all the bidders not later than **April 7, 2015** submit to CJSC Belarusian Oil Company the following copies of foundation and registration documents:

- Statute;

- 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 of the person, authorized to sign on behalf of the company

The documents to be submitted should be translated into Russian and affixed with Apostille.

The documents should be separately submitted from the bidding offer by post or courier in a sealed envelope with a note “Documents of Association of a bidder for participation in the tender for the purchase of (*specify the oil product*) (to the following address: 4a-305 Leshchinsky street, Minsk, Republic of Belarus, 220140).

It is not necessary to submit the documents should it be submitted to CJSC Belarusian Oil Company earlier and taken for consideration.

In order to get admission to the tender the Applicant is to sign a Tender participation agreement with CJSC Belarusian Oil Company.

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 (per each type) claimed to be purchased. In case the applicant plans to purchase two and more types of the Goods the amounts of the deposits shall be summed up per each Goods type.

Tender winner is elected the deposit amount shall be returned to the Applicant, not admitted as tender winner within 7 (seven) banking days from the date of the Seller’s receipt of the respective written notice from the applicant.

If participant is admitted the 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 Seller should the tender winner reject concluding the Supply contract within 2 (two) business days from the date of written notification upon being awarded the tender winner 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 applicant has no right to purchase larger quantity than the remitted deposit allows.

The payment, utilization and refund of the deposit and participant’s liability are defined by the Tender participation agreement.

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 April 7, 2015. On the basis of the Goods volume to be purchased, the amount of the deposit shall be calculated. It is also essential to provide details necessary to conclude Tender Participation agreement.

The signed Tender Participation agreement is to be submitted to CJSC Belarusian Oil Company not later than April 7, 2015.

The date of deposit payment is not later than April 8, 2015. 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;

- Companies against which charges have been issued by the law machinery 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 a tender without stating the reason for such decline.

**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 st. Novopolotsk; 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;

- **Goods delivery basis** (DAP border of the Republic of Belarus as per INCOTERMS 2010 (for Goods deliveries only to the territory of Lithuania / Latvia / Estonia);

- **The country of Goods destination**.

**When submitting the commercial bid to an 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 at a definite delivery basis.**

**The Buyer is obliged to include into his bid only the above-mentioned information.  The commercial bids presented by the Tender participants and containing additional terms shall not be taken by CJSC Belarusian Oil Company for consideration when reviewing the Tender results.**

The successful Applicant admitted 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.

The applicants not admitted 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.

The Tender Applicant admitted as the Tender winner is obliged  within 2 (two) business days from the date of written notification to conclude a Goods supply Contract **in CJSC BNK wording according to a draft contract placed on the site** [**www.bnk.by**](http://www.bnk.by) **with:**

- CJSC Belarusian Oil Company on delivery basis DAP border of the Republic of Belarus as per INCOTERMS 2010 (for Goods deliveries to the territory of Lithuania / Latvia / Estonia).

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**The offers made by the Tender applicant admitted as the Tender winner regarding the amendments and supplements to the draft contract presented by CJSC BNK on site** [**www.bnk.by**](http://www.bnk.by) **may be taken by CJSC BNK for consideration only subject to the principle of the rights equality in respect of  all Tender applicants.**

The Applicant admitted as the Tender winner may conclude a Supply contract on delivery basis DAP border of the Republic of Belarus with an affiliated company of CJSC Belarusian Oil Company, that is BNK (UK) Ltd. (Great Britain), (the contract is to be concluded within 2 (two) business days from the date of written notification) should it be the case the price of his tender bid shall be increased by 0.01 US dollar / 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 FCA st. Novopolotsk (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 delivery of the Goods is made by railway transport 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 terms of free usage of rail tank cars of the inventory Belarusian railway fleet is exceeded as a result of 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 terms 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 present 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.

Submission of application to participle in the tender is considered as consent with all the conditions of tender set in the present notice. In order to be admitted to participate in the tender the applicants should follow the requirements and conditions set in the present notice.

The Applicant has the right to refuse participation in the Tender till 16:00 (local time) on April 8, 2015 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 participant(s) of the Tender that can suffer losses due to such action, without having any obligations to inform the mentioned participant(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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