

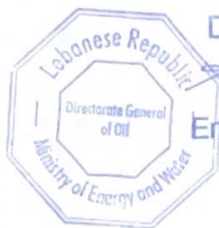
إعلان دعوة للاشتراك في مناقصة عمومية فورية تبادلية - Invitation Announcement for Participation in Swap Spot Public Tender  
عملاً بالمذكرة رقم ٤/هـ.ش.ع/٢٢٠٢٢ - 4/P.P.A/2022  
الصادرة عن رئيس هيئة الشراء العام بتاريخ ١٩/٠٨/٢٠٢٢ - Issued by Chairman of Public Procurement Authority on 19/08/2022

Buyer's Name	Ministry of Energy and Water- Directorate General of Oil	وزارة الطاقة والمياه- المديرية العامة للنفط	اسم الجهة الشارية
Buyer's Address	Beirut, Fur El Chebbak, Gharios Center, 11 <sup>th</sup> Floor	بيروت، فرن الشباك، سنتر غاريوس، الطابق ١١	عنوان الجهة الشارية
Information About the Deal			معلومات عن الصفقة
Registration number	116/T/453 Dated 13/12/2022	٤٥٣/ت/١١٦ تاريخ ١٣/١٢/٢٠٢٢.	رقم التسجيل
Title of the Deal	Purchase of a Gas Oil Quantity for the month of January/2023 for Electricite Du Liban Needs	شراء كمية من مادة الغاز اويل لشهر كانون الثاني/٢٠٢٣ تلبية لحاجات مؤسسة كهرباء لبنان.	عنوان الصفقة
Description of the Deal	Purchase of a Quantity of /32,000/ MT +/- 10% of Gas Oil product to be delivered DAP (Delivery At Place) one or more safe port(s)/ berth(s) Lebanon, during the delivery window (10-20) January/2023, according to the following documents: 1-Swap Spot Public Tender under ref. No. 116/T/40 dated 22/09/2021. 2- Revised GTC Leg (1) SOMO under reference No. 116/T/435 dated 01/12/2022. 3- Documents for the Swap Spot Public Tender (Leg 1). 4- Documents for the Swap Spot Public Tender (Leg 2). 5 Pricing /Premium of Iraqi Oil Marketing Company (SOMO) under ref. No. 22340 dated 30/11/2022. 6- SOMO laycan under Leg (1) ref No. 22824 dated 06/12/2022.	شراء كمية / ٣٢٠٠٠ / طن متري +/- ١٠٪ من مادة الغاز اويل ليتم تسليمه (التسليم في المكان) في واحد أو أكثر من المرفأئ الأمنة / المصببات الأمنة في لبنان ، خلال ل فترة التسليم (١٠-٢٠) كانون الثاني/ ٢٠٢٣. وفقاً للمستندات التالية: ١- دفتر شروط المناقصة العمومية الفورية رقم ٤٠/ت/١١٦ تاريخ ٢٢/٠٩/٢٠٢١. ٢- البنود والشروط العامة المعدلة (القسم ١) ل- (SOMO) وفقاً للكتاب رقم ٤٣٥/ت/١١٦ تاريخ ٠١/١٢/٢٠٢٢. ٣- مستندات دفتر شروط المناقصة العمومية الفورية (القسم ١). ٤- مستندات دفتر شروط المناقصة العمومية الفورية (القسم ٢). ٥- سعر/ جعالة شركة تسويق النفط العراقية (SOMO) وفقاً للكتاب رقم ٢٢٣٤٠ تاريخ ٣٠/١١/٢٠٢٢.. ٦- المدى الزمني المحدد من SOMO للتحميل في القسم (١) وفقاً للكتاب رقم ٢٢٨٢٤ تاريخ ٠٦/١٢/٢٠٢٢.	وصف الصفقة
Type of Award	Supplies.	لوازم.	نوع التوريد
Awarding Method	Swap Spot Public Tender basis price offers.	مناقصة عمومية فورية تبادلية على أساس تقديم أسعار.	طريقة التوريد
Awarding	The lowest Price	السعر الأدنى.	ارساء التوريد
Estimated value of the project	An estimated value of the project has not been set.	لم يتم وضع قيمة تقديرية للمشروع.	القيمة التقديرية للمشروع
Tender Document Allowance	-----	-----	بدل دفتر الشروط
Other Languages	The Tender Document is available in English Language.	ان دفتر الشروط متوفر باللغة الإنجليزية.	لغات أخرى
Standards and Procedures	1-The bidder should be approved by SOMO. 2- A letter of commitment. 3- Price. 4- Integrity Declaration. 5- Technical specifications of the product. 6- Technical requirements of discharge port(s) /berth(s).	١- أن يكون العارض مقبولاً من SOMO. ٢- كتاب تعهد. ٣- السعر. ٤- تصريح النزاهة. ٥- المواصفات الفنية للصناعة. ٦- المتطلبات الفنية لمرفأ (مرفأئ) / مصب (مصبات) التفريغ.	معايير واجراءات

Dates / Deadlines / Place		واريخ/ مهل/ أماكن	
Date of the bidding session (opening bids).	On Wednesday dated 21/12/2022., at 15:30 Beirut local time.	الأربعاء الواقع فيه ٢٠٢٢/١٢/٢١ على الساعة ١٥:٣٠ توقيت بيروت المحلي.	موعد جلسة التزيم (فتح لعروض)
The date of publishing the announcement on the central electronic platform of the Public Procurement Authority.	-----	-----	اريخ نشر الاعلان على لمنصة الالكترونية المركزية دي هيئة الشراء العام (خاص هيئة الشراء العام)
The deadline for submitting requests for clarification.	-----	-----	لموعد النهائي لتقديم طلبات لاستيضاح
Deadline for responding to requests for clarification.	-----	-----	لموعد النهائي للرد على طلبات الاستيضاح
Deadline for submission of offers.	On Wednesday dated 21/12/2022., at 14:30 Beirut local time.	الأربعاء الواقع فيه ٢٠٢٢/١٢/٢١ على الساعة ١٤:٣٠ توقيت بيروت المحلي.	لموعد النهائي لتقديم العروض
Offer Validity.	On Thursday dated 22/12/2022., at 17:00 Beirut local time.	الخميس الواقع فيه ٢٠٢٢/١٢/٢٢ على الساعة ١٧:٠٠ توقيت بيروت المحلي.	دعة صلاحية العرض
Place of receiving the Tender Document	Ministry of Energy and Water-Directorate General of Oil. Beirut, Fur El Chebbak, Gharios Center, 10 <sup>th</sup> Floor And/or the following official email address: www.dgo.gov.lb	وزارة الطاقة والمياه- المديرية العامة للنفط. بيروت، فرن الشباك، سنتر غاريوس، الطابق ١٠ و/أو عنوان البريد الإلكتروني الرسمي التالي: www.dgo.gov.lb	كان استلام دفتر الشروط
Place of Bidding:	Through the e-mail on the following official email addresses: dgo@energyandwater.gov.lb info@dgo.gov.lb minister@energyandwater.gov.lb	عبر البريد الإلكتروني على عناوين البريد الإلكتروني الرسمية التالية: dgo@energyandwater.gov.lb info@dgo.gov.lb minister@energyandwater.gov.lb	كان تقديم العروض
Place of offers Evaluation	Ministry of Energy and Water-Directorate General of Oil. Beirut, Fur El Chebbak, Gharios Center, 11 <sup>th</sup> Floor	وزارة الطاقة والمياه- المديرية العامة للنفط. بيروت، فرن الشباك، سنتر غاريوس، الطابق ١١	كان تقييم العروض
Bid Bond	-----	-----	ضمنان العرض
Amount of the Bid Bond	-----	-----	قيمة ضمنان العرض
Validity of the Bid Bond	-----	-----	دعة صلاحية ضمنان العرض
Opening price (for public auction)	-----	-----	سعر الافتتاح (خاص بالمزايدة العمومية)
Amount of the opening price.	-----	-----	قيمة سعر الافتتاح
You can view the tender document for the deal via the central electronic platform of the Public Procurement Authority ppa.gov.lb For more information, you can, at any time, review the Public Procurement Unit at the purchasing entity by contacting Mr. Dany Samaha at the following number 03/837832 or via e-mail: dgo@energyandwater.gov.lb		مكنكم الاطلاع على دفتر الشروط الخاص بالصفقة عبر المنصة الإلكترونية لمركزية لدى هيئة الشراء العام ppa.gov.lb لمزيد من المعلومات يمكنكم في أي وقت مراجعة وحدة الشراء العام في الجهة الشارية عبر التواصل مع السيد داني سماحة على الرقم التالي ٠٣-٨٣٧٨٣٢ أو عبر البريد الإلكتروني dgo@energyandwater.gov.lb	

Companies Approved by SOMO and invited to participate in the Swap Spot Public Tender :

- 1- ELINOIL HELLENIC PETROLEUM COMPANY SA.
- 2- ENOC SUPPLY AND TRADING LLC
- 3- INDEPENDENT PETROLEUM GROUP
- 4- LITASCO MIDDLE EAST DMCC
- 5- CORAL ENERGY DMCC
- 6- BB ENERGY (GULF DMCC)
- 7- OQ TRADING LIMITED
- 8- AOT TRADING LIMITED



Director General of Oil

Engineer Aurore Feghali



**Invitation Announcement No. 116/T/453 dd. 13<sup>th</sup> December 2022**  
**SWAP Spot Public Tender ref. no. 116/T/40 dd. 22<sup>nd</sup> September 2021**

**Subject** : Delivery window schedule and submission deadline  
for Gasoil for the month of January 2023

Dear Sirs,

Thank you for your interest to participate in the Ministry of Energy and Water – Directorate General of Oil - SWAP Spot Public Tender as per the above Tender ref. no. 116/T/40 dd. 22<sup>nd</sup> September 2021 as well as revised GTC Leg (1) SOMO under ref. no. 116/T/435 dd. 1<sup>st</sup> December 2022.

You are hereby requested to provide us with a Firm Offer and the respective validity of your offers (as well as any clarification you require); as per the attached Terms & Conditions for the “SWAP Spot Public Tender” for both Leg (1) and Leg (2) duly sent to you, and as per the below Delivery window(s) and the respective submission date to the following email addresses:

- General Directorate of Oil - Official Email Address ([dgo@energyandwater.gov.lb](mailto:dgo@energyandwater.gov.lb))
- General Directorate of Oil - Official Email Address ([info@dgo.gov.lb](mailto:info@dgo.gov.lb))
- Cc. to Minister of Energy and Water – Official Email Address ([minister@energyandwater.gov.lb](mailto:minister@energyandwater.gov.lb))

**Delivery Window for about 32,000 MT +/- 10% of Gasoil to read (10 – 20 January 2023)**

The offers for the above Delivery Window (10-20 January 2023) **no deviation on the said delivery window and the General terms and conditions whatsoever will be accepted** – as set forth in the above SWAP Spot Public Tender – are to be sent by Wednesday 21<sup>st</sup> December 2022 before 14:30 hours (Beirut Local Time) in PDF Format password encrypted file to the above listed email addresses; followed by another separate Email containing the access password at 15:30 hours (Beirut Local Time) same deadline date. The validity of the offer(s) for the above Delivery Windows should remain valid till Thursday 22<sup>nd</sup> December 2022 at 17:00 hours (Beirut Local Time).

Kindly find attached the following:

- 1- SWAP Spot Public Tender under ref. no. 116/T/40 dd. 22<sup>nd</sup> Sept. 2021
- 2- Revised GTC Leg (1) SOMO under ref. no. 116/T/435 dd. 1<sup>st</sup> December 2022
- 3- Documents for the SWAP Spot Public Tender (Leg 1)
- 4- Documents for the SWAP Spot Public Tender (Leg 2)
- 5- SOMO Pricing / Premium under ref. 22340 dd. 23<sup>rd</sup> November 2022
- 6- SOMO laycan under Leg (1) ref. no. 22824 dd. 6<sup>th</sup> December 2022

**Eng. Aurore Feghaly**

**Director General of Oil**



cc. Directorate General of Oil  
SOMO  
EDL  
Service of Economic and Financial Affairs  
Service of Technical Affairs

**The Lebanese Republic  
Ministry of Energy and Water  
Directorate General of Oil**



**Re: Revised GTC Leg (1) SOMO under ref. no. 116/T/435 dd. 1<sup>st</sup> December 2022**

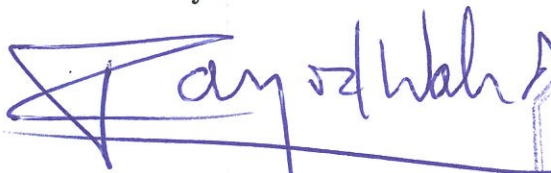
With reference to the SWAP Spot Public Tender ref. no. 116/T/40 dd. 22<sup>nd</sup> September 2021; and as of December 2022 onwards and until further notice; the General Terms and Conditions of SOMO under Leg (1) is replaced by another GTC's duly received from SOMO under the new contract between the Directorate General of Oil – Ministry of Energy and Water / Lebanon and SOMO – Iraq ref. no. MP/ILA/2022/XS/45.


Attached is the revised GTC's – under Leg (1), which will be part of the SWAP Spot Public Tender as of December 2022 onwards until advised officially otherwise.

All bidders are hereby requested to disregard the previous Leg (1) documents under the SWAP Spot public Tender under ref. 116/T/40 dd. 22<sup>nd</sup> September 2022 under Leg (1) and replace it with the new GTCs under the above ref. 116/T/435 dd. 1<sup>st</sup> December 2022.

All other terms and conditions of the SWAP Spot Public Tender under ref. 116/T/40 dd. 22<sup>nd</sup> September 2022 remain the same aside from Leg (1).

**Dr. Walid Fayad**

  
**Minister of Energy and Water**



**Enclosed** : 13 pages

**Copy to** :

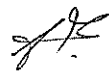
- EDL – Beirut
- MOF
- Service of Economic and Financial Affairs
- Service of Technical Affairs

**A- Revised Documents for the SWAP**  
**Spot Public Tender - (leg 1)**  
**General Terms and Conditions**  
**SOMO**

## SECTION TWO

# GENERAL TERMS AND CONDITIONS

(1-12)



The provisions of part Two (General Terms and Conditions) shall be subordinate to the provisions of Part One (Special Terms and Conditions) to the extent there is any inconsistency.

**ARTICLE ONE**  
**THIRD-PARTY INSPECTION, MEASUREMENT, AND SAMPLING**

1. An Independent Third-Party Inspector to be assigned by the Seller to carry out inspection duties outlined according to the American Petroleum Institute-Manual of Petroleum Measurement Standard (API – MPMS) for all shipments of Fuel Oil product loaded onboard Buyer’s Vessel (Daughter Ship) from Floating Tankers (Mother Ship) at the Iraqi Anchorage Area.
2. The inspection fees shall be equally shared and independently paid by both Seller and Buyer based on the Daughter Vessel’s B/L figures (NSV/MT-VEF applied). However, the Third-Party Inspector’s findings are final and binding for both parties and others.
3. Vessels Inspection shall be done according to API Manual of Petroleum Measurement Standards (MPMS) and the Annual Book of ASTM by using the Third-Party Inspector’s own calibrated equipment to check and verify the calibration and accuracy of the vessel’s equipment.
4. Four (4) representative samples to be taken by The Third-Party Inspector for Quantity and Quality determination of the exported Fuel Oil product for each shipment on the Seller’s Floating Tanker (Mother Ship) at the Iraqi Anchorage area during vessel inspection operations. Sampling procedures shall be done according to the latest approved methods as published by the American Petroleum Institute (API) manuals, in the Manual of Petroleum Measurement Standards (API - MPMS) as well as the Annual Book of ASTM by the American Society for Testing and Materials or the Institute of Petroleum. Temperature correction to 60F shall be made according to the latest edition of Chapter Eleven of the API Manual.
5. The Bill of Lading shall indicate the quantity of Fuel Oil delivered in conformity with the measurements of the Seller’s Floating Tanker (Mother Ship) at the Iraqi Anchorage area after deduction of bottom sediment and water. BUYER’s Vessel’s figure (VEF applied) shall be used as the Bill of Lading figure. However, if the quantity difference

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between Buyer's Vessel (Daughter Vessel figure VEF Applied) and the Seller's Floating Tanker figure exceeds ( $\pm 0.25\%$ ) the average of the two vessels' figures shall be adopted as the B/L figure (Daughter Vessel's figure (VEF applied) + Mother Ship's figure /2).

6. The Bill of Lading Figure is final and binding upon both parties and others.

7. The Bill of Lading Date is the time and date when loading hoses are disconnected.

8. Any claims from the Buyer as to quality determinations at the Seller's Floating Tanker (Iraqi Anchorage Area) of the delivered Fuel Oil shall be submitted to the Seller within sixty (60) Days from the B/L date.

9. No Claim submitted by the Buyer for one lot of the Fuel Oil shall be regarded as a reason to reject any other lot of the Fuel Oil delivered under the same contract.

10. In the event of a dispute arising over the quality of the delivered Fuel Oil, the Buyer, and the Seller will refer to the analysis of two samples to be carried out independently by the two parties. These analyses shall be binding upon both parties provided they are found in agreement with each other within the reproducibilities of IP or ASTM methods.

11. Should these analyses prove different, however, the other two samples shall be analyzed by a third-party laboratory to be agreed upon by both parties. The result of this analysis shall be final and the cost thereof shall be borne by the party losing the claim

## ARTICLE TWO TITLE AND RISK

SELLER shall deliver, or cause to be delivered, the Fuel Oil Product to the BUYER, as mutually agreed, FOB onboard an acceptable tank vessel at Iraqi Ports / Floater Tanks (Mother Ship) at Iraqi territorial water. Title and risk of loss of product Fuel Oil shall pass to the BUYER when the product passes the flange connection between the delivery hose and the vessel's cargo intake manifold. Any loss of or damage to Fuel Oil Product or any property of the SELLER or Loading Operator and the consequences of oil pollution of seawater, before, during or after loading, caused through the fault of the vessel or its crew, shall be for the BUYER's account.



### ARTICLE THREE LIFTING PROGRAMME

- A. BUYER shall lift the quantities of Fuel Oil product agreed upon in this Contract as follows: -
1. Quantities to be lifted under this Contract shall be fairly evenly spread.
  2. BUYER shall notify SELLER of quarterly requirements for the full calendar year at least sixty (60) days before commencement of the relevant year or at the date of signature of new contracts if later than November 1<sup>st</sup> of the preceding year.
  3. BUYER shall specify monthly lifting during each quarter at least forty-five (45) days before the commencement of the relevant quarter.
- B. The above - mentioned tentative schedules, which are to be supplemented to cover all contracted quantities, may be altered by express request of BUYER subject to SELLER's approval. SELLER shall not unreasonably withhold its approval and will notify BUYER within fifteen (15) days of the request.
- C. If during any calendar quarter, BUYER fails to take deliveries of any quantities of Fuel Oil product provided for during such quarter; SELLER, after allowing for normal operational slippage of a nominated and accepted vessel between the quarters and a previously accepted tolerance of up to ten percent (10%) of the quarterly contracted quantity, may deduct such quantities from the total quantities of Fuel Oil product to be delivered under this Contract.

### ARTICLE FOUR NOMINATION OF VESSELS

- A. BUYER shall notify SELLER twenty-five (25) days before the beginning of each month of its loading program for that month. Such program shall specify for each vessel: -
1. The expected date of arrival of each vessel.
  2. Quantity of Fuel Oil product to be loaded, ten percent (10%) more or less.
  3. Vessel's name or TBN.
  4. Port(s) of discharge and destinations.
  5. Instructions needed by SELLER to issue documents under effective export regulations.

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B. SELLER shall notify BUYER not later than ten (10) days after receipt of the notice specified hereinabove whether it accepts or refuses schedules or nominations. In case of refusal, SELLER shall propose other dates which shall be as close as possible to those proposed by BUYER. Dates thus determined shall be deemed accepted by BUYER unless the latter advises Seller to the contrary within three (3) working days following receipt of SELLER's notification.

C. The accepted date of arrival (laycan) of the vessel at Iraqi Ports / Floater Tanks (Mother Ship) at Iraqi water shall be (5) days range and to be narrowed to one day range, (8) days before.

However, an accepted date of arrival (laycan) may be changed at any time by BUYER with SELLER's consent.

D. BUYER shall require vessel's master to advise loading port / Floater Tank (Mother Ship) at Iraqi territorial water by radio or cable of vessel's expected day and time of arrival at least seventy-two (72) hours, forty-eight (48) hours and twenty-four (24) hours before arrival.

Failure to give any notice at least twenty-four (24) hours in advance of the arrival of any vessel will increase laytime allowed to SELLER by an amount equal to the difference between twenty-four (24) hours and the number of hours before arrival of such vessel that notice of such ETA is received by SELLER.

E. Nominations quoted as TBN shall be replaced by firm vessel nomination with the same accepted laycan and to load a similar quantity of Fuel Oil product at least seven (7) days before the firm date of arrival.

Should BUYER fail to give the above notice of at least seven (7) days, the deemed arrival date of the vessel shall be the seventh day after the date when notice is received by SELLER.

F. Should BUYER wish to substitute a vessel of different size to load a different quantity, this shall be subject to prior approval of the SELLER.

G. BUYER shall specify when the nominated vessel is for part cargo and advise SELLER the DWT of the vessel and cargo on board (if any) which should not exceed the allowed limits set by port authorities.

*AK*



## ARTICLE FIVE VESSEL BERTHS

- A. Each vessel shall comply with all regulations in force at the loading port/ Floater Tank (Mother Ship) at Iraqi territorial water.
- B. Loading berth indicated by SELLER's representative shall enable a vessel, to proceed thereto, lie thereat, and depart therefrom always safely afloat.
- C. SELLER's representative may shift the vessel at the loading port from one berth to another / one Mother ship to another, and shall then assume all extra expenses in connection therewith. Such shifting time shall be counted as used laytime.
- D. The vessel shall vacate her berth as soon as loading is completed. In the event of failure to do so, BUYER shall pay SELLER for any resultant demurrage, loss or damage which SELLER may incur including such as may be incurred due to resulting delay to other vessels waiting their turn to load.
- E. If in the course of entering berth or mooring or loading or unmooring or leaving the berth, the vessel or her crew damage any of the terminal's sea or shore installations or equipment due to negligence or any reason, BUYER shall be responsible for all claims, damages, costs, and expenses arising therefrom.

## ARTICLE SIX LOADING CONDITIONS

- A. Vessel(s) arriving within their accepted laycan shall be loaded in order of tendering their notice of readiness.
- B. Upon the arrival of the vessel at the loading port / Floater Tanks (Mother Ship) as per para (A) above, the master or his representative shall tender to SELLER's representative notice of readiness of the vessel to load Fuel Oil product, berth or no berth.
- C. If the notice is tendered before the beginning of the period as defined in Article Four, Para (C) of this section, then laytime shall commence at 6 a.m. local time on the first day of such period. However, if the vessel is moored at loading berth before 00:01 hours on the first day of the period hereinabove indicated, then laytime shall commence six (6) hours after completion of vessel's mooring berth or on commencement of loading, whichever shall first occur.

(6-12)

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If BUYER failed to comply with para (A) above and hence, the notice of readiness tendered after (00:01) hours of the scheduled date of loading (laycan date), loading will be made under SELLER's possibilities and BUYER shall have no right to claim for any delay thereby. However, SELLER may refuse to load a vessel which has arrived more than ten (10) days after noon time of the date determined as in Article Four, Para (C) of this section.

D. Laytime shall end when loading hoses are disconnected after completion of loading.

E. At Floater Tank (Mother Ship) at Iraqi territorial water, the SELLER shall be allowed laytime within which to complete loading a vessel scheduled to load on a single loading port basis as follows: (A) Fifty-Four (54) Hours for vessels up to 129,999 summer deadweight tons, (B) Sixty-Five (65) Hours for vessels between 130,000 and 199,999 summer deadweight tons. At Khor Al-Zubair Port, the SELLER shall be allowed seventy-two Hours (72) as laytime within which to complete loading a vessel scheduled to load at single loading port.

F. Any time consumed due to the following shall not count as used Laytime:-

1. Delay to the vessel in reaching or clearing her berth caused by conditions beyond SELLER's control.
2. Delay to the vessel during loading, including delay due to the inability of the vessel's facilities to load the cargo within the time allowed and generally speaking any time lost on account of the vessel.
3. If BUYER or owner or master of the vessel or port authorities prohibit loading at any time.
4. Discharging of ballast and changing type of product.
5. Awaiting customs and immigration clearance and pratique.
6. Awaiting pilot or tugs, or while moving from anchorage to place of loading, or awaiting suitable tide.
7. Ship tanks inspection before loading.
8. Strike, lockout, stoppage or restraint of labour.

G. In case of dirty ballast or overflows on board or pollution of seawater by oil or loss of oil due to overflows or leaks of oil on board or ashore caused by the vessel, BUYER will be fully responsible before the port authorities and SELLER for all claims, losses, costs, and expenses arising therefrom.

(7-12)



## ARTICLE SEVEN DEMURRAGE

- A. SELLER shall pay to BUYER demurrage in U.S. Dollars, for the time used in loading more than time allowed under Article (6) above per day, or pro-rata for part of the day. The rate of demurrage shall be calculated for the vessel size as per the chartering rate payable by BUYER. If the vessel size is larger than the size of the cargo, then demurrage rate shall be prorated accordingly, provided that in both above cases demurrage rate shall not exceed WORLDSCALE 100.
1. If there is no charter party for the vessel, demurrage shall be paid under the average freight rate assessment (AFRA) effective on the date of the bill of lading, provided such demurrage rate does not exceed WORLDSCALE 100, in which case WORLDSCALE 100 shall apply.
  2. WORLDSCALE 100 rate means the rate provided by the edition of WORLDSCALE prevailing at the date of loading for vessels of the same type and category.
  3. If (AFRA) rates cease to be published or cease to be representative, SELLER and BUYER shall consult to establish an alternative method of assessment.
- B. However, if demurrage occurs at the loading port/floater tanks (mother ship) because of fire or explosion in or about the plant of the SELLER, or because of a breakdown of machinery or equipment of SELLER, or because of bad weather, the rate of demurrage shall be reduced to one - half.
- C. Notwithstanding the above, no demurrage shall be payable in the event: -
1. SELLER is prevented from or delayed in delivering all or any part of the Fuel Oil product for reasons of force majeure.
  2. The claim for demurrage is received by SELLER after sixty (60) days from the date of the bill of lading.
  3. The fully documented claim itself for demurrage is received by SELLER after ninety (90) days from the date of the bill of lading. Full documents mean (BUYER's calculation sheet, notice of readiness, timesheet duly signed by master and SELLER's representative at the loading port and a copy of the CHARTER PARTY).

*AF*



## ARTICLE EIGHT PENALTY

- A. If the Buyer's vessel, nominated to load the product, arrives the Floater Tank at Anchorage area nearby Khor AL-Zubair Terminal and tendered NOR after her accepted laycan range, a penalty of USD 15000 per day shall be imposed on the Buyer for the days of the delay and pro-rata for part of the day from the specified laycan range up to NOR tendered.
- B. In case the vessel does not arrives at Floater Tank at Anchorage area nearby Khor AL-Zubair Terminal, a penalty of USD 15000 per day shall be imposed on the Buyer for the days of the berth vacancy or (Mother ship to do STS) and pro-rata of the day from the specified laycan range up to next vessel's laycan range as per the Seller's delivery schedule.
- C. Penalties shall be imposed if the delay is proved to be directly caused by the Buyer.
- D. If BUYER'S vessel , arrives for loading product at anchorage area of SELLER'S terminal after her Fixed Laycan Day , the rate of penalty shall be imposed on the days of the delay and prorate for part of the day up to NOR tendered then the penalty is calculated for the vessel as per the chartering rate payable by BUYER.

## ARTICLE NINE TAXES AND DUTIES

- A. BUYER shall bear alone port dues and fees charged on vessels at the port of loading.
- B. Dues and other charges at the loading port/floater tanks (mother ship) on the Fuel Oil loaded or to be loaded shall be borne by SELLER.

## ARTICLE TEN TERMINATION IN THE EVENT OF LIQUIDATION OR DEFAULT

SELLER may terminate this Contract forthwith on giving to BUYER notice in writing to that effect if: -

- A. BUYER goes into liquidation or enters into any arrangement or composition with its creditors; or
- B. BUYER shall be in arrears with the payments due to SELLER under this Contract; or



- C. Whereby the terms of the contract, a minimum quantity of Fuel Oil product is to be taken by the BUYER within any specified period, BUYER fails in the said period to take delivery of the said minimum quantity; or
- D. In the event of any breach of Article Ten or Eleven by BUYER; or
- E. In case of any change in ownership, shareholding, country of registration or premises etc. that relate to BUYER as a contracting party.

#### **ARTICLE ELEVEN ASSIGNMENT**

- A. Neither party shall have the right to assign its rights and obligations under this Contract in whole or in part without the written consent of the other.
- B. In the event of an approved assignment, the assignor shall be jointly held responsible with assignee for the full performance of its obligations towards the other party.

#### **ARTICLE TWELVE DESTINATION**

- A. BUYER acknowledges that all laws, regulations, and rules of the Republic of Iraq relating to the destination of Fuel Oil purchased hereunder shall apply to BUYER.
- B. BUYER undertakes that all laws, regulations, and rules of the Republic of Iraq shall apply to vessels employed by him to transport Fuel Oil covered by this Contract.
- C. BUYER undertakes, whenever required, to submit to SELLER or his representative within a reasonable time, the discharge certificate of each shipment duly endorsed by the Iraqi representation (or any other acceptable representation) in the country of destination.

#### **ARTICLE THIRTEEN FORCE MAJEURE**

- A. Failure or omission to carry out or to observe any of the terms, provisions or conditions of this Contract shall not give rise to any claim by one party hereto against the other or be deemed to be a breach of this Contract if this is due to force majeure.
- B. If because of force majeure the fulfilment by either party of any terms and conditions of this Contract is delayed for a period not exceeding three (3) months the period of such delay shall be added to the duration of this Contract. If, however, the period of

(10-12)





delay exceeds three (3) months, either party at any time after the expiry of the three (3) months shall have the right to terminate this Contract by giving written notice.

#### ARTICLE FOURTEEN DAMAGES

Except as may be expressly provided in the Contract, neither the SELLER nor the BUYER shall be liable for, and no claim shall be made for, consequential indirect or special damages of any kind arising out of, or in any way connected with, the performance of or the failure to perform this Contract.

#### ARTICLE FIFTEEN ARBITRATION

- A. The two contracting parties shall settle in good faith any dispute arising from this Contract through negotiations by the representatives of the two parties. If no agreement can be reached within thirty (30) days, the two parties shall settle the dispute by way of arbitration as stated in paragraph (B) of this article.
- B. The Arbitration Board shall be composed of three members; each contracting party shall select one member. The two selected arbitrators shall together select an umpire to be the President of the Board. If the two Parties fail to select the arbitrators in the manner shown above within three (3) months, the members of the Arbitration Board shall be appointed under the rules of arbitration of the International Chamber of Commerce and the arbitration place shall be Baghdad or any other place mutually agreed upon.

#### ARTICLE SIXTEEN NOTICES

- A. Any notices, declarations and other communications which either party may be required to give or make to the other party shall, unless otherwise specifically provided elsewhere, be given in writing within the required time and sent by post, by telegraph or by telex to the address of the other party specified for this purpose in the Contract and shall, unless otherwise specifically provided herein, be deemed to have been given or made on the date of receipt by the other party.

(11-12)



B. Either Party, by not less than fifteen (15) days' notice in writing to the other Party, may from time to time change its address.

**ARTICLE SEVENTEEN  
APPLICABLE LAW**

This Contract shall be construed and governed under the laws of the Republic of Iraq.

(12-12)

*A.*





## **B- Documents for the SWAP Spot Public Tender (leg 2)**





**Appendix No. (1)**  
**A Letter of Commitment**

**To: Ministry of Energy and Water**  
**Directorate General of Oil**

We,(Bidder name.....) hereby present our offer for the sale of a quantity of /.....By numbering/ MT (.....By lettering) metric tons of fuel oil 1.0 % sulfur Grade (A) and / or Grade (B) and/or Gasoil 0.2% for the use of Electricité Du Liban - Lebanon.

We hereby confirm and approve that the offer is in accordance with the SWAP Spot Public Tender conditions with no deviation whatsoever.

Please find enclosed the documents required according to the above mentioned SWAP Spot Public Tender (**Clause No. “6”**).

For all your correspondence, please find here below our mailing address:

Email :

Address:

Tel No.:

Fax No.:

E-mail:

Signature:





**Appendix No. (2)a**  
**Price**

**Quality Grade (A or B) Fuel oil with sulfur content 1.0 pct**

The price in U.S. Dollars per Metric Ton (DAP (Delivery At Place) one or more safe port(s)/ berth(s) Lebanon, based on the received quantity, will be equal to: The average of all the means of the high and the low quotations for Fuel 1.0% as published in Platts European Marketscan under the Heading “**FOB Med Basis Italy**” plus a premium of U.S. Dollars /..... / (By numbering) PMT U.S. Dollars ..... (By lettering) per Metric Ton.

The quotations to be taken into consideration will be the effective and valid published quotations of the month of Loading **(to be the same month of loading from Leg 1)**

In case of outturn quantity loss as determined by the appointed inspector at discharge port, the loss, if any, up to 0.5% of the Bill(s) of Lading (B/L) Quantity will be borne by the buyer and any loss above 0.5% of the B/L(s) Quantity will be for Operators account.

The cost of each additional port of discharge in Lebanon will be an additional extra premium of U.S. Dollars /...../(By numbering) PMT U.S. Dollars/...../(By lettering) per Metric Ton.

The Bidder may notice lowering the average of all the means of the high and the low quotations mentioned above, before adding the premium, and his offer will be accepted. Knowing that the amount of lowering should be mentioned in the absolute value, and not as a percentage discount rate on the total mean of the sum of all the means of the high and the low quotations.

1	The average of all the means of the high and the low quotations for Fuel 1.0% as published in Platts European Marketscan under the Heading “ <b>FOB Med Basis Italy</b> ” as mentioned above.	
2	Plus: A premium in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
3	Plus: The cost of each additional port of discharge in Lebanon in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
4	Minus: Discount on (1) in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
5	Final Price FP : (2)+(3)-(4) in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton

**SIGNATURE:**  
**OPERATOR**

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**Appendix No. (2)b**  
**Price**  
**Gas Oil 0.1 % Sulfur**

The price in U.S. Dollars per Metric Ton DAP (Delivery At Place) one or more safe port(s)/ berth(s) Lebanon, based on the received quantity, will be equal to: The total mean of the sum of all the means of the high and the low quotations for Gas oil 0.1 % as published in Platts European Marketscan under the Heading “**FOB Med Basis Italy**” plus a premium of U.S. Dollars /..... / (By numbering) PMT U.S. Dollars ..... (By lettering) per Metric Ton.

The quotations to be taken into consideration will be the effective and valid published quotations of the month of Loading **(to be the same month of loading from Leg 1)**

In case of outturn quantity loss as determined by the appointed inspector at discharge port, the loss, if any, up to 0.5% of the Bill(s) of Lading (B/L) Quantity will be borne by the buyer and any loss above 0.5% of the B/L(s) Quantity will be for Operators account.

The cost of each additional port of discharge in Lebanon will be an additional extra premium of U.S. Dollars /...../(By numbering) PMT U.S. Dollars/...../ (By lettering) per Metric Ton.

The Bidder may notice lowering the total mean of the sum of all the means of the high and the low quotations mentioned above, before adding the premium, and his offer will be accepted. Knowing that the amount of lowering should be mentioned in the absolute value, and not as a percentage discount rate on the total mean of the sum of all the means of the high and the low quotations.

1	The total mean of the sum of all the means of the high and the low quotations for Gasoil 0.1% S as published in Platts European Marketscan under the Heading “ <b>FOB Med Basis Italy</b> ” as mentioned above.	
2	Plus: A premium in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
3	Plus: The cost of each additional port of discharge in Lebanon in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
4	Minus: Discount on (1) in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton
5	Final Price (FP): (2)+(3)-(4) in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton

**SIGNATURE:**  
**SELLER**

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**Appendix No. (3)**  
**Integrity Declaration**  
**(Relevant to Bidders)**

Transaction title:

The Awarding party:

Name of bidder / authorized signatory for the company:

The Company's name:

We, the undersigned, affirm the following:

1- We, our employees, partners, agents, shareholders, consultants, or their relatives do not have any relationships that may lead to a conflict of interest in the subject matter of this transaction.

2- We will inform the Ministry of Energy & Water – Directorate General of Oil and the awarding party if a conflict of interests arises or is discovered.

3- Neither we nor any of our employees, partners, agents, shareholders, consultants or their relatives will engage in fraudulent, corrupt, coercive or obstructive practices in relation to our offer or suggestion.

4- Neither we nor any of our partners, agents, shareholders, consultants or their relatives had paid any amounts to the workers, partners, or employees participating in the procurement process on behalf of the awarding party or for anyone.

5- We undertake to respect the Lebanese and international laws, especially the British ones, and not to pay any kind of bribes, benefits or gifts, and to bear full responsibility for any violation committed by any entity or company or any person working in our name or in our interest to implement this Award under penalty of judicial prosecution and annulment of the Award.

6- We pledge to lift banking secrecy from the bank account into which any amount of public money is deposited or transferred to it for the benefit of the administration in every Award, of any kind that deals with the expenditure of public money.

7- In the event that we violate this declaration and pledge, we will not be eligible to participate in any public transaction, whatever its subject matter, and accept in advance any exclusion measure taken against us, and we pledge voluntarily not to dispute it. Any false information exposes us to judicial prosecution by the competent authorities.

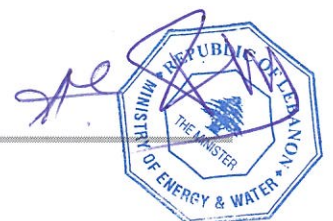
8- We hereby declare that we have the financial capabilities to honor and fully perform any financial obligation and there is no event which impedes or impairs such capability.

9- We undertake to indemnify the Ministry of Energy & Water as sum equal to the losses suffered or incurred by the Ministry of Energy & Water out of or in connection with any breach of the representations and warranties herein contained or in the event any of the covenants appear to be inaccurate or misleading.

Date:

Seal:

Signature:



**Appendix No. (a1)**  
**PRODUCT SPECIFICATIONS**  
**Product : Fuel Oil Quality Grade (A)**

HEAVY FUEL OIL PARAMETERS FOR GRADE A HFO				
	Parameters	Specified	Rejected	Test Method
1	Density Kg/l at 15 °C		> 0.991	ASTM D 1298:1999 OR ASTM D 4052:1996
2	KINEMATIC VISCOSITY AT 50 DEG C (MM2/S)	165	>240 <92	ASTM D 445:1997
3	FLASH POINT pensky martins closed cup °C		<66	ASTM D 93:2002
4	SULFUR CONTENT % MASS		>1	ASTM D 129:2000 OR ASTM D 4294:2002
5	SEDIMENT PCT MASS		>0.2	ASTM D 473:2002
6	WATER & SEDIMENTS PCT VOL	1	>1.5	ASTM D 1796:1997
7	ASH CONTENT PCT MASS	0.12	>0.15	ASTM D 482:2000
8	SODIUM CONTENT PPM	40	>45	ASTM D 5863:2000
9	VANDIUM CONTENT PPM	110	>135	ASTM D 5863:2000
10	POUR POINT °C		>30	ASTM D 97:1996
11	ASPHALTENES PCT MASS	3	>5	IP 143
12	HEAT OF COMBUSTION MJ/kg Gross		<41	ASTM D 4868:2000
13	CARBON RESIDUE PCT WT		>18	ASTM D 524:2000

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**Appendix No. (a2)**  
**PRODUCT SPECIFICATIONS**  
**Product: Fuel Oil Quality Grade (B)**  
**Meeting the Specifications of**  
**ISO 8217-2017 for Fuel Oil RMG 380**

**Pg1**

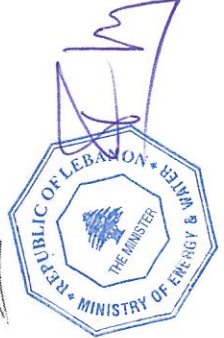
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HEAVY FUEL OIL PARAMETERS FOR GRADE B/HFO					
S.N°	Parameters	Units	Specifications	Equivalent Test Methods	ISO 8217-2017
1	Total Sediment Content <sup>b</sup>	(mass/mass)%	< 0.1%	IP 390	ISO 10307-2
2	Viscosity at 50°C	mm <sup>2</sup> /s	< 380	ASTM D445	ISO 3104
3	density at 15°C	kg/m <sup>3</sup>	< 991	ASTM D4052	ISO 3675 or ISO 12185
4	Micro carbon residue	% m/m	< 18	ASTM D524 or ASTM D4530	ISO 10370
5	aluminum + silicon	mg/kg	< 60	IP501	IP 501, IP 470 or ISO 10478
6	Sodium <sup>a</sup>	mg/kg	< 100	IP501	IP 501, IP 470
7	Ash	% m/m	< 0.1	ASTM D482	ISO 6245
8	Vanadium <sup>a</sup>	mg/kg	< 350	IP501	IP 501, IP 470 or ISO 14597
9	CCAI		< 870	ISO 8217	see 6.3 a)
10	Water	%V/V	< 0.5	ASTM D95	ISO 3733
11	pour point	°C	< 30	ASTM D97	ISO 3016
12	flash point	°C	> 60	ASTM D93	ISO 2719
13	sulfur	% m/m	< 1	ASTM D4294	ISO 8754, ISO 14596
14	acid number	mgKOH/g	< 2.5	ASTM D664	
15	used lubricating oils (ULO); Calcium and zinc, or calcium and phosphorus	mg/kg	the fuel should be free from ULO, and shall be considered to contain ULO, when either of the following conditions is met: * calcium > 30 and zinc > 15 or * calcium > 30 and phosphorus > 15	IP501	IP 501 or IP 470, IP 500
16	hydrogen sulfide	mg/kg	< 2	IP 570	IP 570
17	Heat of Combustion	MJ/kg Gross	> 41	ASTM D 4868:2000	
18	Settlements and Water	% VOL	< 1	ASTM D 1796:1997	

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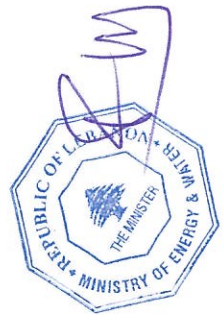
ADDITIONAL SPECIFICATIONS FOR FIVE PARAMETERS FOR GRADE 1				
S.N°	Parameters	Units	Specifications	Test Methods
19	Bromine Number	g Br/100g	< 12	ASTM D 1159
20	Ratio of Asphaltene content / Condensat Carbon Residue		< 0.66	ASTM D 189 (OR ASTM D4530)IP 143
21	P-Value		> 1.5	ASTM D7112 / SMSI600
22	Heptane Insoluble	(mass/mass)%	min: 0.5 and max: 3.0	ASTM D6560
23	Cleanliness rating		< 3	ASTM D4740
24	Paraffin Wax content	(mass/mass)%	< 5	UOP 46
<p>* Limit to two different HFO classes in a maximum for ship loading.</p> <p>HFO should be supplied according to ISO 8217 - 2017</p> <p>i.e. For Manufacture / Sechnu/Kala, if Viscosity Va &gt; 100 (pp/pc) Isocum No. 173 of Vapourum</p> <p>4.b. The total sediment content should include the following test: TSH, TSP and TPA</p>				
Notes				

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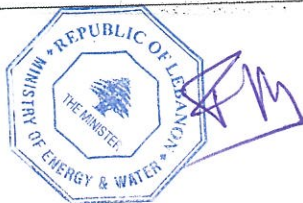
**PRODUCT SPECIFICATIONS**

**Product : Gas Oil Specs and EDL Clarifications**

All parameters must be filled by the Gas oil supplier					
Parameters	Test Method	Unit	Limits as per Siemens Manual		For Evaluation
			Min	Max	
Total Sulfur ( S )	ASTM D3246/D5453/ ISO6326	Mass %		0.2	These parameters shall be evaluated in all conditions
Fuel Bound Nitrogen (FBN)	ASTM D4629	Mass %		0.015	
Lower Heating Value (LHV)	ASTM D4809/DIN51900	MJ/kg	42		
Density (at 15°C)	ASTM D1298/DIN51757	kg/m3	820	870	
Kinematic Viscosity (at 40°C)	ASTM D445/ISO-3104/DIN51562-1	mm2/s(cSt)	1.3	5.5	
Distillation, 90 % volume recovered @ °C max	ASTM D86/ISO3405	°C		365	
Carbon Residue	ASTM D4530/ISO10370/DIN51551	Mass %		0.15	
Oxidation Stability	ASTM D2274/IP365/95	mg/100ml		2.5	
Sediment & Water	ASTM D2709	Vol %		0.1	
sediment Particulates	ASTM D6217/IP415/DIN51419/DIN EN 12662	mg/kg		20	
d<10µm				18	
10sds25µm				2	
d≥25µm				0	
Water	ASTM D95	Vol %		0.05	
Sediment	ASTM D473/ISO3737/DIN51789/DIN EN 12662	Mass %		0.01	
Gum Content	ASTM D381	mg/100ml		7	
Pour Point (°PP)	ASTM D97/ISO3016	°C		0	
Flashpoint (°FP)	ASTM D93/D56/ISO2719	°C	60		
Acid Number	ASTM D664	mg/g KOH		0.1	
Ash content	ASTM D482/ISO6245/DIN51575/DIN EN 2645	Mass %		0.01	
Na + K	ASTM D3605 / DIN 51790	mg/kg		0.5	
V	ASTM D3605 / DIN 51790	mg/kg		0.5	
Pb	ASTM D3605 / DIN 51790	mg/kg		1	
Ca	ASTM D3605 / DIN 51790	mg/kg		1	
Cl	ASTM D4929/ISO15597	mg/kg		6	
Parameters	Test Method	Unit	Ranges as per Siemens Experience		These parameters shall be evaluated if Gum content value (washed and/or unwashed) > 7mg/100mL)
Carbon ( C )	D5291 / DIN 51721	% Mass	85 - 87.5		
Hydrogen ( H )	D5291 / DIN 51721	% Mass	11 - 14.5		
Oxygen ( O )	D5291 / DIN 51721	% Mass	<0.2		
Distillation range	D86 / ISO 3405	°C	The reference is the boiling curve in ASTM D86, where the evaluated curve should show a slope and shape parallel to this reference, i.e.: - strong deviations to higher temperature indicate an increased potential for forming soot during combustion, which is not acceptable. - strong deviations to lower temperature with initial boiling points << 100°C indicate volatile fuel fractions, which is not acceptable.		
50 % evaporated					
65 % evaporated					
90 % evaporated					
End point					
Cold filter Plugging point (CFPP)	D637/EN116	°C	Fuel temperature > 10 °C + CFPP		

**Note for Evaluation:**

- \* If Gum content (washed and un-washed) ≤ 7mg/100mL and all the parameters (with limits as per Siemens manual) comply with the above mentioned limits, then the gas oil sample complies with the required specifications.
- \* If Gum content (washed and/or un-washed) > 7mg/100mL, and all the parameters (with limits as per Siemens manual) and all the remaining parameters (with ranges as per Siemens Experience) comply with the above mentioned limits and ranges, then the gas oil sample complies with the required specifications.





**Answer:** This is the applicable test method (ASTM D4809) as per the manufacturer Company Siemens' Manual. Knowing that, this method was applied for testing the "LHV" of Gas oil sample from the last two cargos by the certified laboratory Bureau Veritas – Dubai contracted by the General Directorate of Oil.

- **Sediment particulates:** We would like to point out that the test methods applicable are not suitable. The standard test method relevant for gasoil is ASTM D6217 or IP415. Testing method of DIN 51419 is obsolete and was cancelled in 1983. We suggest you remove all test methods that are not ASTM 6217 + IP415.

**Answer:** All these test methods are according to Siemens Manual, which are applied by the certified laboratory Bureau Veritas – Dubai, contracted by the General Directorate of Oil, for testing the Sediment particulates in the Gas oil sample from the last two cargos.

- **Sediment particulates:** The particulates size specified is " $d < 10 \mu\text{m}$  ,  $10 \leq d \leq 25 \mu\text{m}$  ,  $d > 25 \mu\text{m}$ " which are unknown parameters and seem to look for the sizes of particles, rather than overall quantity. These methods are designed for determination of total quantity of contamination particles and do not imply to calculate their quantity depending on size of each particle as is requested in the spec. If it is necessary to count the particles according to their diameters, then the suggested method is ASTM D7619.

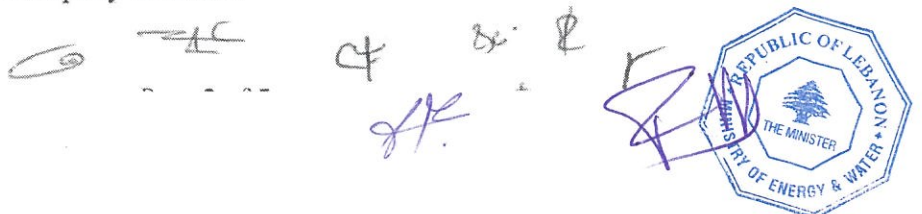
**Answer:** This test method is according to Siemens Manual, which is applied by the certified laboratory Bureau Veritas – Dubai, contracted by the General Directorate of Oil, for testing the Sediment particulates in the Gas oil sample from the last two cargos.

- **Acid number:** The Unit need to be corrected – mg KOH/g instead of mg /g KOH.

**Answer:** The correct unit for acid number is mg/g KOH as per Siemens Manual.

- **Chlorine:** The test method requested is not suitable. The methods to be used are IP510 or UOP779.

**Answer:** The method D4929 / ISO15597 for testing "Cl" is requested by the manufacturer Company Siemens.



- **Notes for evaluation:** This section is extremely unclear. We request further clarifications on this section.

**Answer:** Kindly specify the exact points that are not clear in the evaluation.

ثانياً: بالنسبة لملاحظة شركة "Independent Petroleum Group Limited" وفق كتابها تاريخ ٢٠٢١/٠٥/٠٤ (مستند رقم ٤):

- Requesting a waiver in the Gum which will make us in a better position to participate in your tender for subject requirement.

**Answer:** The Gum Content is requested by the Manufacturer company Siemens, knowing that the additional set of parameters marked as "Ranges as per Siemens Experience" will be evaluated if the Gum Content (washed and/or unwashed) are outside the specified range 7mg/100mL, where two Gas oil cargos were evaluated and approved according to these additional parameters.

ثالثاً: بالنسبة لملاحظات شركة "ELINOIL Hellenic Petroleum Company" وفق كتابها تاريخ ٢٠٢١/٠٥/٠٥ (مستند رقم ٥):

- Given that Gasoil should be tested for Gums under ASTM381 if unwashed and , if anyway if it is tested, the method cannot produce a result of less than 7mg/100mL (unwashed), we presume that the second set of parameters marked as "Ranges as per Siemens Experience", will always be applicable.

**Answer:** Correct, if the unwashed Gum Content exceeds 7mg/100mL.

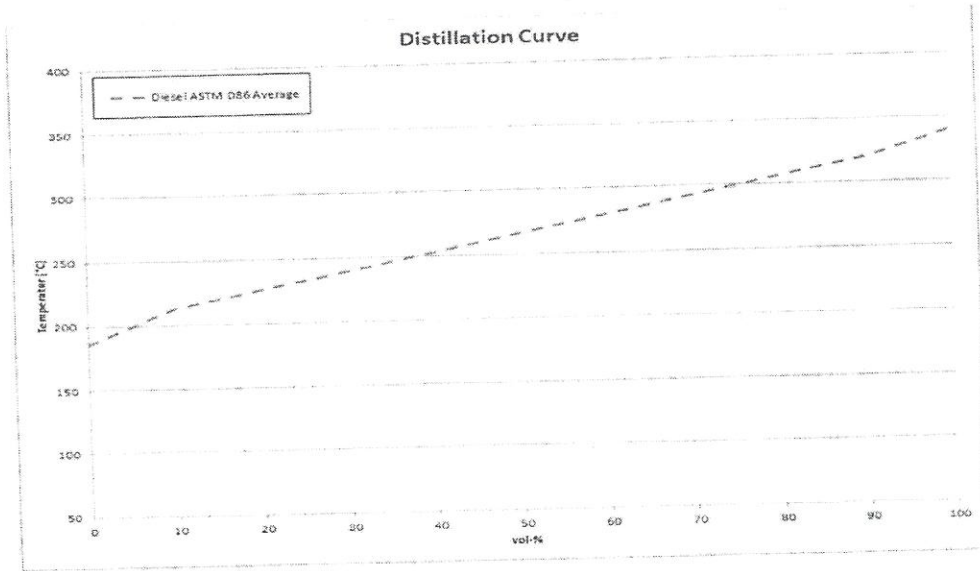
- We are still reviewing the relative values for C, H, and O.

**Answer:** Noted.

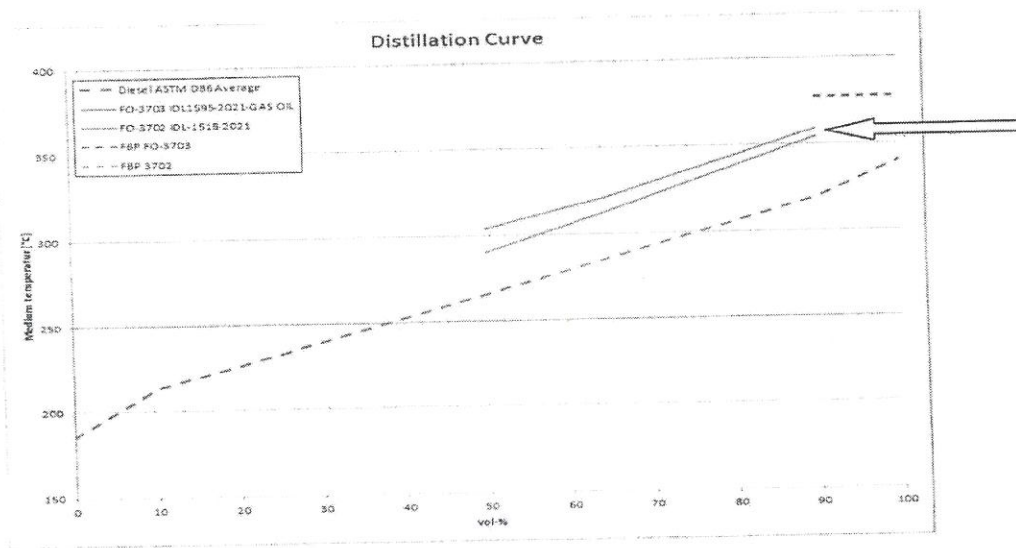
- Regarding distillation, we have noticed that the rejection criteria are totally vague. In ASTM D86, there is no reference boiling curve. Therefore, we don't understand where the requested specification refers to. Furthermore, the notion of a "strong deviation" is totally subjective and open to wide interpretation. Could you please specify what stands for strong deviation? We would strongly recommend that you revise the specification to indicate min/max values for the distillation, as per the diesel specification for example.

**Answer:** Kindly find below the reference boiling curve according to ASTM D86, where the requested curve shall be parallel to this reference curve, taking into consideration that there is already a max limit for the 90 % volume of Distillation which is set to 365 °C.





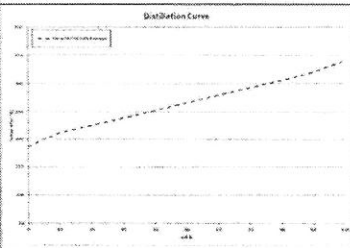
As an example, kindly find below the distillation curves for two Gas oil Cargos that were evaluated accordingly and accepted in the last couple of months.

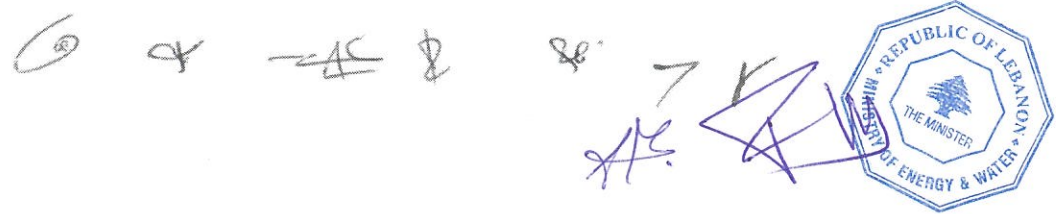


رابعاً: بالنسبة لملاحظات مختبر "Bureau Veritas" - دبي وفق البريد الإلكتروني تاريخ ٢٠٢١/٠٥/٠٩ (مستند رقم ٦):

- Recommends splitting the Gum content test into two lines, for the unwashed and washed, while stating the conditions at which the test was performed at, such as temperature and time.



All parameters must be filled by the Gas oil supplier					
Parameters	Test Method	Unit	Limits as per Siemens Manual		For Evaluation
			Min	Max	
Total Sulfur ( S )	ASTM D3246/D5453/ ISO6326	Mass %		0.2	These parameters shall be evaluated in all conditions
Fuel Bound Nitrogen (FBN)	ASTM D4829	Mass %		0.015	
Lower Heating Value (LHV)	ASTM D4809/DIN51900	MJ/kg	42		
Density (at 15°C)	ASTM D1298/DIN51757	kg/m3	820	870	
Kinematic Viscosity (at 40°C)	ASTM D445/ISO-3104/DIN51562-1	mm2/s(cSt)	1.3	5.5	
Distillation, 90 % volume recovered @ °C max	ASTM D86/ISO3405	°C		365	
Carbon Residue	ASTM D4530/ISO10370/DIN51551	Mass %		0.15	
Oxidation Stability	ASTM D2274/IP365/95	mg/100ml		2.5	
Sediment & Water	ASTM D2709	Vol %		0.1	
sediment Particulates		mg/kg		20	
d<10µm	ASTM D6217/IP415/DIN51419/DIN EN 12662			18	
10≤ds≤25µm				2	
d≥25µm				0	
Water	ASTM D95	Vol %		0.05	
Sediment	ASTM D473/ISO3737/DIN51789//DIN EN 12662	Mass %		0.01	
Gum Content (Unwashed)	ASTM D381	mg/100ml		7	
Pour Point (9PP)	ASTM D97/ISO3016	°C		0	
Flashpoint (9FP)	ASTM D93/D56/ISO2719	°C	60		
Acid Number	ASTM D664	mg/g KOH		0.1	
Ash content	ASTM D482/ISO6245/DIN51575/DIN EN 2645	Mass %		0.01	
Na + K	ASTM D3605 / DIN 51790	mg/kg		0.5	
V	ASTM D3605 / DIN 51790	mg/kg		0.5	
Pb	ASTM D3605 / DIN 51790	mg/kg		1	
Ca	ASTM D3605 / DIN 51790	mg/kg		1	
Cl	ASTM D4929/ISO15597	mg/kg		6	
Parameters	Test Method	Unit	Ranges as per Siemens Experience		These parameters shall be evaluated if Gum content value (washed and/or unwashed) > 7mg/100mL)
Carbon ( C )	D5291 / DIN 51721	% Mass	85 - 87.5		
Hydrogen ( H )	D5291 / DIN 51721	% Mass	11 - 14.5		
Oxygen ( O )	D5291 / DIN 51721	% Mass	<0.2		
Distillation range	D86 / ISO 3405	°C	 <p>* the measured distillation curve should show a slope and shape parallel to the above reference boiling curve (according to ASTM D86).</p>		
50 % evaporated					
65 % evaporated					
90 % evaporated (Defined above)					
End point					
Cold filter Plugging point (CFPP)	D637/EN116	°C	Fuel temperature > 10 °C + CFPP		
<b>Note for Evaluation:</b>					
* If Gum content (washed and un-washed) ≤ 7mg/100mL and all the parameters (with limits as per Siemens manual) comply with the above mentioned limits, then the gas oil sample complies with the required specifications.					
* If Gum content (washed and/or un-washed) > 7mg/100mL, and all the parameters (with limits as per Siemens manual) and all the remaining parameters (with ranges as per Siemens Experience) comply with the above mentioned limits and ranges, then the gas oil sample complies with the required specifications.					





**Answer:** Siemens has already clarified to Bureau Veritas during the online meeting held on 29/03/2021 that the performed modifications to ASTM D381 by BV are plausible and this depends on the core know how of the laboratory itself, and this was mentioned in Siemens letter dated 02/04/2021 as follows:

" As stated in the meeting from 29<sup>th</sup> of March 2021 and the customer letter (dated 30.3.2021) the performed modifications are plausible. Necessary modifications to **ASTM D381** depending on fuel quality and sample are core know how of the individual laboratories."

كما نفيديكم بأننا سنقوم بمراسلة مختبر Bureau Veritas - دبي والشركة الصانعة Siemens لمراجعة ملاحظات شركة ZR Energy، علماً أنه تم تطبيق طرق الفحص المذكورة من شركة ZR Energy من قبل مختبر Bureau Veritas- دبي دون تدوين أي اعتراض،

استناداً الى ما ورد أعلاه، تجدون ربطاً جدول المواصفات المطلوبة للغاز أويل حيث تم توضيح طريقة تقييم الـ Distillation range، مع وضع رسم بياني كمرجع لاعتماده لدى تقييم نتيجة فحص هذا المكون.

كما تجدر الإشارة الى أن مختبر Bureau Veritas - دبي قد أجرى جميع الفحوصات الأساسية والإضافية المذكورة في الجدول المرفق على عينتي الغاز أويل المأخوذتين من الباخرتين Histira Perla و Antares خلال الشهرين الماضيين حيث تم قبول تفريغ الباخرتين على أساسها،

وبالتالي، نتمنى عليكم إطلاق مناقصة تأمين شحنه الغاز أويل فوراً وبالسريعة القصوى وفق ما ورد أعلاه واستناداً الى جدول المواصفات الموضح المرفق، وعطفاً على كتاب مؤسسة كهرباء لبنان رقم ٢٠١٦ تاريخ ٢٠٢١/٠٥/١١.

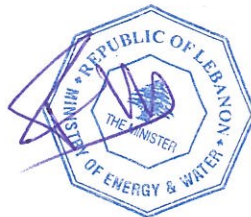
وتفضلوا بقبول فائق الاحترام.

ب.ع.ح.ر.ع.  
أ.ع.ط.ي.ب.س.  
ف.ح.خ.ح.

رئيس مجلس الإدارة  
المدير العام

كمال الحايك

نسخة الى: - معالي وزير الطاقة والمياه





**Appendix No. (b/1)**  
**Technical Requirements of ports/berths**  
**ZOUK TERMINAL**  
**PORT REGULATIONS**

The Zouk Terminal is a S.B.M. berth, located 5 miles north of Beirut Harbor, and 1500 meters from the shore, the sea line is 20 inches diameter.

The depth at the buoy is about 25 meters.

**Tanker size**

D.W.T.	40.000 Maximum
L.O.A.	200 meters Maximum

**Tanker Requirements:**

- 1- Preferable if equipped forward with standard S.B.M. bracket (Smit of AKD" system).
- 2- Manifold connection 12 inches A.S.A.
- 3- Derrick 5 tons minimum.
- 4- Pumps must be centrifugal, and capable to maintain 100 P.S.I pressure of ship's manifold at 1500 tons/hour discharge rate.
- 5- Must be able to discharge cargo and take ballast simultaneously, or has permanent ballast tanks about 25% of her D.W.T.
- 6- Must be able to heat up the cargo above 125deg F prior and during discharge.
- 7- Ship's crew has to assist in mooring and hose connection.



**Appendix No. (b/2)**  
**JIEH TERMINAL**  
**PORT REGULATIONS**



The Jieh Terminal is a Multi – Buoy Mooring (M.B.M.) berth and consists of seven (7) buoys.

**Tanker size**

D.W.T.                      50.000 Maximum  
L.O.A.                      Between 170m. and 200m. Maximum

**Tanker Requirements:**

- 1- Maximum draught loaded 12m.
- 2- Manifold connection 12 inches A.S.A.
- 3- Derrick 5 tons minimum.
- 4- Pumps must be centrifugal, and capable to maintain 7.28 bars mx. pressure for a fuel having viscosity 130Cst at 50 deg C(1500 Redwood No. 1 at 100 deg F).
- 5- Must have permanent ballast tanks about 25% to 30% of her D.W.T.
- 6- Must be able to heat up the cargo above 55deg C prior and during discharge.
- 7- Ship's crew has to assist in mooring and hose connection.





**Appendix No. (b/3)**  
**Technical Requirements of ports/berths**  
**ZAHRANI POWER PLANT TERMINAL REGULATIONS**

The Zahrani Terminal is a S.P.M. (Single Pile Mooring) berth located approx. 3 miles south of Saida Harbour, and approx. 2500 meters from the shore (Sealine departure point)

- The Sealine is 20" Diameter.
- The depth at the S.P.M. location is about 23 meters.

**TANKER SIZE**

- DWT 60.000 Max.
- L.O.A. : 225 meters max.

**TANKERS REQUIREMENTS**

- 1- Manifold connection: 16 inches ANSI 150 FF flange, intended for 16" quick connection Camlock type installed at the end of the SPM system rail hose.
- 2- DERRICK: 5 Ton Min.
- 3- PUMPS : Centrifugal and capable of maintaining 10 to 14 Bar offload pressure range on ship's manifold, at a discharge rate of 2400 C.M/Hour for gasoil fuel having a min. viscosity of 1.9 CST ( 9.5 CST at 20 deg C and 2.8 CST at 40 deg C ) .
- 4- Must be able to discharge cargo and take ballast simultaneously, or has a permanent ballast about 25% of her D.W.T.
- 5- Ship's crew has to assist in mooring and floating hose connection.
- 6- Max. draft loaded 13Mt.





#### Appendix No. (b/4)

### DEIR AMMAR POWER PLANT TERMINAL REGULATIONS

The Beddawi Terminal is a S.P.M. (Single Pile Mooring) berth located approx.3 miles North of Tripoli Harbor, and approx. 3500 meters from the shore (Sea line departure point).

- The Sea line is 20" Diameter.
- The depth at the S.P.M. location is about 22 meters.

#### **TANKER SIZE**

- DWT 60.000 Max.
- L.O.A.: 225 meters max.

#### **TANKERS REQUIREMENTS**

1-Manifold connection: 16 inches ANSI 150 FF flange, intended for 16" quick connection Camlock type installed at the end of the SPM system rail hose.

2-DERRICK: 5 Ton Min.

3-PUMPS: Centrifugal and capable of maintaining 10 to 14 Bar offload pressure range on ship's manifold, at a discharge rate of 2400 C.M/Hour for gasoil fuel having a min. viscosity of 1.9 CST (9.5 CST at 20 deg C and 2.8 CST at 40 deg C).

4- Must be able to discharge cargo and take ballast simultaneously, or has permanent ballast about 25% of her D.W.T.

5-Ship's crew has to assist in mooring, and floating hose connection.

6-Max. draft loaded 13Mt.





Appendix No. (b/5)

**TRIPOLI OIL INSTALLATIONS  
TRIPOLI PORT REGULATIONS  
TERMINAL REQUIREMENTS FOR PRODUCT  
DELIVERY MARITIME VESSEL**

1. The discharge berth is an open sea berth. C.B.M.
2. The maritime vessel to be able to keep 25% of its deadweight as ballast and be ready to move under her own power all times.
3. The maritime vessel 's length not to be less than **600 Feet**
4. The maritime vessel to be equipped with centrifugal pumps capable of maintaining a steady manifold ship's pressure of **120 PSI (8, 4 KGS / CM2)**
5. Maximum draught loaded **60 Feet**.
6. Seven tons derrick SWL.
7. Eight mooring ropes **120 fathoms each**.
8. Port and starboard anchors to have a minimum of ten shackles each.
9. Mid ship connections (**Portside 1 x 12 "inch 150 ASA**).
10. Pumping is against a head of **300 Feet**.
11. Cargoes loaded on top of slops are not acceptable and an appropriate Dry and Clean Certificate to be issued by loading terminal.





**Appendix No. (b/6)**  
**ZAHRANI OIL INSTALLATIONS**  
**ZAHRANI PORT REGULATIONS**  
**TERMINAL REQUIREMENTS FOR PRODUCT**  
**DELIVERY MARTIME VESSEL**

Zahrani Terminal is an open sea berth ; only one berth in operation .  
berth # 2 ; only Motor Tankers are accepted.

**TANKERS SIZES & CARGO LIMITATIONS**

**Winter Season : ( From November 15 Till April 30 )**

Tankers arriving to Zahrani Oil Installations to Discharge Her Cargo , Their D.W.T. Must Not Exceed 80.000 Tons & Carrying a Maximum Cargo of 50.000 Tons .

a ) Maximum Draft on Her Arrival 38 Feet Even keel .

b) Tanker's Manifold must be located at a Distance Must Not Exceed 435 Feet From The Stern .

**Summer Season : ( from May 1 Till November 15 )**

Tankers Arrive to Zahrani Oil Installations Discharge her Cargo .Their D.W.T. Maximum 100.000 Tons & carrying a Maximum Cargo of 60.000 Tons. Also Maximum 40 Feet even keel .

**TANKERS REQUIREMENTS**

1) Tankers Must Have S.B.T. (Segregated Ballast Tank )

Or she Can Discharge Her Cargo & Take Ballast Simultaneously Without Any Contamination . As Per IMO Regulation, Quantity of Ballast 1/3 of her Deadweight.

2) Tankers Over 60.000 Tons, Must Have on Each Bow Anchor 12 European shackles.

3) Tanker Must Have on Her Port Side Manifold a 10 Tons Derrick.

4) Connection on port Side Manifold one Hose Diameter 12 Inch A.S.A.

5) The maritime vessel Must Have Enough Deckcrew (Minimum 7 Seamen) to Handle & Fasten The Tanker in a proper & Safe Manner.

6) Tankers Must Be Equipped With Centrifugal Pumps & to Reach a Pressure At Ship's Manifold of 7.5 KG/ Cm<sup>2</sup> During Unloading Operation .

7) Tankers Carrying Fuel Oil Cargo Must be Able to Heat Up The Cargo To a Temperature Between 125 F (50 C ) & 150 F ( 65 C ) Maximum .

8) Reciprocated Pumps Are Rejected

9) Tankers Must Not Drain Her Cargo Into Our Sea Line As Air Injected During This Operation May Cause The Hoses To Float & Buckle.





Appendix No. (b/6) cont'd

ZAHRANI MOORING SYSTEM

Refer to The sketch attached To The Port Regulations :

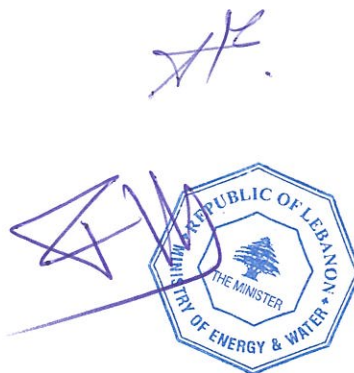
Berth #2 IS An open Sea Berth .It IS AN M.B.M. ( Multiple Buoys Mooring ) 7 Cylindrical Buoys .

Tankers Must Be Equipped With The Following Mooring Systems .

- 1) A winch in Front of The Bridge Aft To Heave Up No. 1 & 7 Mooring Ropes Which Are The Beam Ropes .
- 2) Must have Minimum (12) Good Ropes, Proper Size & Standard Length 120 Fathoms Each.
- 3) Poop Mooring
  - a) 2 Winches With Wires
  - b) 5 Bitts

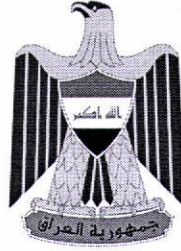
N.B.

- 1) No Overage Tankers Are Accepted At Z .O. Inst Tankers Over 20 Years Are Rejected.
- 2) No O.B.O. (Oil Bulk Ore) Accepted At Z .O. Inst .





REPUBLIC OF IRAQ  
MINISTRY OF OIL  
OIL MARKETING COMPANY  
(SOMO)



جمهورية العراق  
وزارة النفط  
شركة تسويق النفط

REF. : SH3 / 22824  
DATE : 6 / 12 / 2022

العدد :  
التاريخ :

TO : Lebanon Government/Ministry of Energy & Water  
E-mail : [dgo@energyandwater.gov.lb](mailto:dgo@energyandwater.gov.lb)  
: [minister@energyandwater.gov.lb](mailto:minister@energyandwater.gov.lb)  
: [safaa.ibrahim@dgo.gov.lb](mailto:safaa.ibrahim@dgo.gov.lb)

**Sub/ Nominations of January /2023**  
**Under Contract No. MP/ILA/2022/XS/45**

Please note that your **January's 2023 nomination** has been accepted to load **(83,000 MT ±10%) of Fuel Oil** produced from Iraqi Basrah Refinery Al-Shuaiba pipeline from Floater Tank **(MT/ NEW TIONS)** in Iraqi Waters (Anchorage Area) nearby Khor Al-Zubair Terminal by **(STS)** on **Laycan Range Date 01-05/01/2023.**

We will inform you with the fixed laycan prior **8 days**, please advise your **firm vessel nomination, Exact ETA and Documentary Instruction** as early as possible.

Best regards,

**Ammar A. Hassan**  
**Hadi Abdunabi Abdulhassan**  
**For Director General**  
**06/19/2022**

نسخة منه الى /

- شركة ناقلات النفط العراقية / لاتخاذ ما يلزم ... مع التقدير.  
- مكتب تسويق النفط في البصرة / لاتخاذ اللازم ... مع التقدير

Oil Marketing company (SOMO)  
Baghdad – Iraq  
P.O. Box 5118  
Fax : + 964 1 7726 574 /+ 964 1 7742 797  
Email: [info@somooil.gov.iq](mailto:info@somooil.gov.iq)  
Web : [www.somooil.gov.iq](http://www.somooil.gov.iq)



'Successful past, sustainable future'



REPUBLIC OF IRAQ  
MINISTRY OF OIL  
OIL MARKETING COMPANY  
(SOMO)



جمهورية العراق  
وزارة النفط  
شركة تسويق النفط

REF. : MP / 22340  
DATE : 30 / 11 / 2022

العدد : م/  
التاريخ : 2022/11/

**TO: Ministry of Energy & Water.**  
**E-mail: info@dgo.gov.lb ; dgo@energyandwater.gov.lb;**  
**minister@energyandwater.gov.lb ; Aurore.feghaly@dgo.gov.lb**

**Sub. /Contract No. MP/ILA/2022/XS/45**

Reference to your letter dated 23/11/2022.

We would like to inform you that the premium of HSFO will be loaded under the A/M contract for laycan date during December /2022 to be (USD 68) per MT of HSFO (High Sodium)

**Best regards.**

**For. Alaa K. Alyasri**  
**Director General**  
**30/11/2022**

**Mansoor A.M. Jaleel**

Oil Marketing company (SOMO)  
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'Successful past, sustainable future'

