

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



Announcement No. 116/T/55 dd. 12th October 2021

Dear Sirs,

The Lebanese Government represented by the Ministry of Energy & Water (MoEW) and the Iraqi Government represented by the Ministry of Oil (MoO) have entered into a term agreement to secure on Government to Government (G2G) bases a yearly quantity of 1 (ONE) Million MT of Iraqi Quality Specifications High Sulphur Fuel Oil (HSFO) divided into 12 months.

This is to inform all potential bidders to provide the Directorate General of Oil / Ministry of Energy and Water of Lebanon; their interest to partake in a SWAP agreement whereby supplying Electricité Du Liban (EDL) with HFO Grade (A) and / or HFO Grade (B) and / or Gasoil under the terms and conditions and mechanism that will be published in due course.

All participants will provide their interest to participate in acting as an operator to execute the SWAP latest 18th October 2021 before 3:30 pm Beirut Local Time.

The DGO hereby invites all “Operators” to address their interest to participate in swapping the HSFO from Iraq (As per Iraqi T&Cs) and replacing it with the “Product(s)” (HFO Grade (A) and/or HFO Grade (B) and/or HSGO) (as per DGO and EDL T&Cs) for the month of November 2021.

Only those who will be approved by SOMO and DGO will be invited to participate in the Tender. Notwithstanding any provision to the contrary, the potential bidders will be excluded and disqualified, with no liability whatsoever ensuing therefrom on us, to the extent such potential bidders is qualified or deemed by any governmental authority, instance or body in any jurisdiction as contravening any AML rules, illegal, unlawful or subject to any sanctions.

Another announcement will follow stating the product / quantity to be uplifted from SOMO and the product / quantity required for EDL for the month of November 2021.

Documents to be presented by the pre qualifying company

- Yearly company turnover for the past 3 years
- Name of ultimate beneficial owner(s) along-with Copy of the corporate documents
- Letter of integrity signed by authorized representative (appendix no.1)

Kindly refer to the General T&C's for all 3 products published on the official website for easy reference www.energyandwater.gov.lb and www.dgo.gov.lb. Kindly visit the official websites for any new announcement update pertaining to the above.

Eng. Aurore Feghaly

Director General of Oil



cc:

Ministry of Energy and Water - Lebanon
Ministry of Oil – Iraq
Ministry of Finance – Iraq
State Oil Marketing Organization (SOMO)
Central Bank of Lebanon
Central Bank of Iraq
Electricité Du Liban (EDL)



Appendix No. (1)
Integrity Declaration

Transaction title:

The contracting 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 contracting 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 contracting 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 contract under penalty of judicial prosecution and annulment of the contract
- 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 contract, 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:

