



REF.: MPI 16358
DATE: 18/8/2021

العدد : م /
التاريخ : 2021/8/

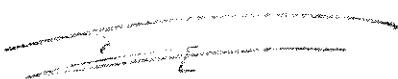
TO: Ministry of Energy & Water.
E-Mail: dgo@energyandwater.gov.lb
minister@energyandwater.gov.lb

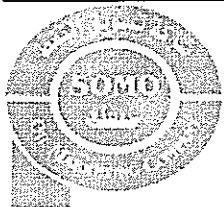
Sub./ Contract No. MP/ILA/2021/XS/27

Reference to your letter dated 12th August 2021, please note the followings:-

- 1- SOMO does not have any objection to deal with the (ENOC Supply and Trading LLC) & (Independent Petroleum Group Ltd.) as operators from your side.
- 2-For (Coral Energy DMCC) & (Litasco Middle East DMCC), the essential details and any related documents for these companies are being processed and we will reveal you ASAP.
- 3- After careful consideration, we recommend that you do not to deal with the (Vitol Bahrain E.C) to avoid any legal or financial issues that may arise, which are based on applicable International sanctions legislation.
- 4- You are kindly advised to deal with reputable companies as per stated in our agreement.


Best regards,


Alaa K. Alyasri
Director General
/8/2021



Oil Marketing Company (SOMO)
P.O. Box 5118
Baghdad – Iraq

Fax : + 964 1 7726 574 / : 964 1 7742 797
Email : info@somooil.gov.iq
Web : www.somooil.gov.iq

ISO 9001:2015

Q96426038

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



جمهورية العراق
وزارة النفط
شركة تسويق النفط

REF.: MP/16399
DATE 18/8/2021

العدد : م /
التاريخ : 2021/8/

TO: Ministry of Energy & Water.
E-MAIL: dgo@energyandwater.gov.lb
minister@energyandwater.gov.lb

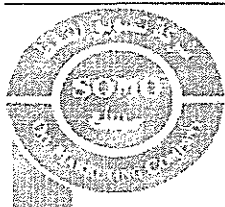
Sub./ Contract No. MP/ILA/2021/XS/27

Reference to your letter dated 17th August 2021 and further to our letter No. MP/16358 dated 18th August 2021.

We would like to inform you that SOMO does not have any objection to deal with the (Litasco Middle East DMCC) in the SWAP of HSFO .

Best regards,

Alaa K. Alyasri
Director General
/8/2021



Oil Marketing Company (SOMO)
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Baghdad - Iraq

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كهرباء لبنان
"مؤسسة عامة"
ELECTRICITE DU LIBAN
"Etablissement Public"

شارع النهر - بيروت - تلفون : ٢٩ - ٤٤٢٧٢٠ - ١ - ٩٦١ +
فاكس : ٥٨٣٠٨٤ - ١ - ٩٦١ +
ص.ب. ١٣١
رقم المحفوظات:
رقم الصادر: ٤٢٦٤
بيروت في ٢٠٢١/٠٨/١٨

جانب المديرية العامة للنفط
فاكس : ٠١/٢٨٠٧٠١

الموضوع : تحديد حاجات مؤسسة كهرباء لبنان من كل من مادتي الغاز أويل والفيول أويل بنوعيه (A) و (B) خلال شهر أيلول من العام ٢٠٢١ (تابع).
المرجع : - كتاب مؤسسة كهرباء لبنان رقم ٤٣٥٣ تاريخ ٢٠٢١/٠٨/١٧.

بالإشارة إلى الموضوع أعلاه،


وعطفًا على كتاب مديرينكم رقم ١١٦/ت/٥ تاريخ ٢٠٢١/٠٨/١٨، والذي طلبتم بموجبه مجددًا من المؤسسة، أن يتم تحديد تواريخ إستلام الشحنات المطلوبة، وفق أحد الخيارات الستة المعروضة في مضمون كتاب مديرينكم رقم ١١٦/ت/٣ - ١١٦/ت/٤ تاريخ ٢٠٢١/٠٨/١٧، على أن تحدد هذه التواريخ بدءًا من العاشر من شهر أيلول من العام ٢٠٢١ ولغاية نهاية الشهر المذكور،

يؤمل من جانيكم أخذ العلم، بأنه قد سبق لمؤسسة كهرباء لبنان وأن أفادتكم بهذا الخصوص، وذلك بموجب كتابها رقم ٤٣٥٣ تاريخ ٢٠٢١/٠٨/١٧، بحيث يتم اعتماد الخيار رقم ٦ الوارد في مضمون كتاب مديرينكم رقم ١١٦/ت/٣ - ١١٦/ت/٤ تاريخ ٢٠٢١/٠٨/١٧، القاضي بتأمين كمية //٣٣,٠٠٠ طن متري \pm ٥ % من مادة الغاز أويل، وكمية //٣٠,٠٠٠ طن متري \pm ٥ %، من مادة الفيول أويل (Grade B)، على أن تصل الناقلات البحرية التي سيتم تحميلها بتلك المواد بتاريخ ٢٠٢١/٠٩/١٠ كحد أقصى،

هذا وتتمن مؤسسة كهرباء لبنان وتقدر عاليًا جهود ومساعي كل من جانب وزارة الطاقة والمياه وجانب المديرية العامة للنفط إدارةً ومستخدمين، الإستثنائية والمتواصلة في المساعدة، لا سيما في مسألة تلبية حاجات المؤسسة من المحروقات، على الرغم من الظروف الشديدة الصعوبة التي تمر بها البلاد، بما يتجلى في حرصكم الدائم على المصلحة العامة.

وتفضلوا بقبول الإحترام.

رئيس مجلس الإدارة
المدير العام
كمال الحايك



ر.ح.
٤٤٦
٣
١٧٣

تبلغ نسخة إلى: - جانب معالي وزير الطاقة والمياه

وزارة الطاقة والمياه
البيروت - لبنان
١٤
٢٠٢١

رئيس مصلحة الديوار
الانارة
جوماننا الشوهد

The Lebanese Republic
Ministry of Energy and Water
The Minister



Announcement No.116/T/14 dd. 26th August 2021
Invitation Announcement No. 116/T/7 dd. 18th August 2021
SWAP Spot Public Tender ref. no. 116/T/6 dd. 18th August 2021

Re: Clarification Announcement

Dear Sirs,

Kindly note the following clarification for the price offer under Leg (2) as per appendix 2 (a)+(b) and clause nos. 8 and 11 of the SWAP Spot Public Tender ref. no. 116/T/6 dd. 18/8/2021.

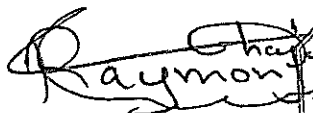

		a	b	c	d	e	f
Product	Product Quote	Platts Quote 25/8/2021	Premium / Discount \$/MT	Additional Port \$/MT	Final Price \$/MT	Quantity MT	Amount US \$
Gasoil	Gasoil 0.1%	581.25	---	---	--- (a+b+c)	33,000	(d) X (e) = f(1)
HFO (B)	Fuel Oil 1%	450.75	---	---	--- (a+b+c)	30,000	(d) X (e) = f(2)
Total Amount (f)							f(1) + f(2)

The Platts Quote will be the latest mean Platts quotation as published on 25 August 2021 under Platts European Marketscan for European Products (\$/MT) – Mediterranean Cargoes – FOB Med Italy for Gasoil 0.1% and Fuel Oil 1%.

The Total Amount (f1 + f2) will be the sum of the amounts of (GASOIL + HFO (B)) i.e. (f)

The lowest bid will be the lowest Total Amount (f1 + f2); taking into consideration that all Tender Conditions are being met.

Minister of Energy & Water

Dr. Raymond Ghajar

26 AUG 2021

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



جمهورية العراق
وزارة النفط
شركة تسويق النفط

REF.: MPI/16072
DATE: 3/8/2021

العدد : م /
التاريخ : ٢٠٢١/٠٨ /

TO : Ministry of Energy & Water
E-MAIL: minister@energyandwater.gov.Ib

Sub. / Contract No. MP/ILA/2021/XS/27

Reference to your letter dated 11th August, 2021, please note the following:-


- 1-Quantity : According to A/M contract, monthly quantity to be lifted is (83,333 ±10%) M.T.
- 2-Lycan : will be notified ASAP.
- 3- Provisional Price : The price of HSFO to be delivered under this contract during September/2021 shall be in United States Dollar (USD) per Metric Ton (M.T.) of HSFO 180 CST in FOB basis using the following formula: -
MOPAG plus (29.22) USD per M.T.

Where;

MOPAG is the average of the mean of the monthly average quotations for Fuel Oil as published in (S&P Global Platts Asia Pacific / Arab Gulf Marketscan) under the heading (FOB Arab Gulf - HSFO 180 CST) for the scheduled month of loading.

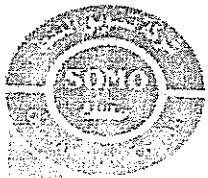
- 4-Specification of the HSFO: we attached herewith a copy of the official specification sheet of HSFO .
- 5-GT&Cs of SOMO : copy of SOMO's standard General Terms and conditions is attached for your reference.

Best Regards,


Alaa K. Alyasri
Director General
/8/2021

Enclosed:

- Specification Sheet.
- GT&Cs.



Oil Marketing Company (SOMO)
P.O. Box 5118
Baghdad - Iraq

Fax : - 964 1 7726 574 / + 964 1 7742 797
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SN	VESSEL	BL DATE	BIL MT AIR	DENSITY (VAC)	WATER	SULPHER	FLASH POINT	VISCOSITY @ 50	POUR POINT
May-21									
1	SAKE	3/May/21	138304.435	0.9634	0.050	4.15	104	197.70	+9
2	STAVANGER FALCON	6/May/21	89900.534	0.9629	0.100	4.18	118	210.60	+3
3	CHOIS I	11/May/21	127325.644	0.9604	0.800	3.99	N/A	210.60	ZERO
4	SAMURAI	17/May/21	79909.821	0.9609	0.075	4.02	144	216.70	ZERO
5	SELIGER	28/May/21	79634.227	0.9589	0.075	3.94	138	202.60	ZERO
Jun-21									
6	Red sun	6/Jun/21	78873.129	0.9629	0.100	4.24	108	189.40	-6
7	CHIOS I	15/Jun/21	56952.189	0.9634	0.200	4.22	138	223.60	+9
8	ICE TRANSPORTER	20/Jun/21	90171.906	0.9644	0.150	4.19	144	242.40	+6
9	SAKE	27/Jun/21	69597.051	0.9634	0.075	4.19	128	230.20	ZERO
10	NOVO	2/Jul/21	148816.407	0.9629	0.100	4.18	124	221.00	+9
Jul-21									
11	SOUTHERN REVERENC	15/Jul/21	103775.498	0.9609	0.300	4.11	116	200.30	+3
12	PISSIOTIS	22/Jul/21	60734.077	0.9614	0.300	4.16	118	196.50	ZERO
13	ZOUZOU	31/Jul/21	131385.986	0.9619	0.150	4.22	118	202.00	+6

SECTION TWO

GENERAL TERMS AND CONDITIONS

(1-11)

seller's ship and buyer's ship at Iraqi territorial water. Both SELLER and BUYER shall equally share and independently pay the inspection fees. However, the findings of the said independent inspector shall be final and binding for both parties.

(2-11)

**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 1st 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.
- 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 territorial water shall be (3) day range and to be narrowed to one day range, (10) 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 five (5) days before the firm date of arrival.

Should BUYER fail to give the above notice of at least five (5) days, the deemed arrival date of the vessel shall be the fifth 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.

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.
- 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.

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).

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 , arrivers 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 prorata 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 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.
- 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.

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



Announcement No. 116/T/2 dd. 6th August 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 12th August 2021.

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)

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.

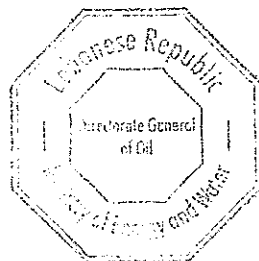
Documents to be presented by the pre qualifying company

- 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)

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

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:

