



Invitation Announcement No. 116/T/92 dd. 18th November 2021
SWAP Spot Public Tender ref. no. 116/T/40 dd. 22nd September 2021

Subject : Delivery window schedule and submission deadline
for Gasoil and HFO (B) for the month of December 2021

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. 22nd September 2021

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

Delivery Window for about 28,000 MT +/- 10% of Gasoil 0.1% to read (Latest 20th December 2021)

Delivery Window for about 24,000 MT +/- 10% of HFO (B) to read (Latest 20th December 2021)

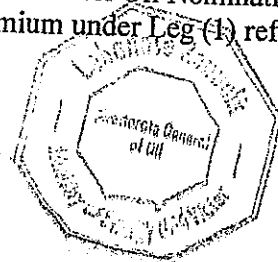
The offers for the above Delivery Window (latest 20th December 2021) – as set forth in the above SWAP Spot Public Tender – are to be sent by Wednesday 24th November 2021 before 14:30 hours (Beirut Local Time) in PDF Format password encrypted file to the above listed email addresses; followed by another 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 25th November 2021 at 14:00 hours (Beirut Local Time).

Kindly find attached the following:

- 1- SWAP Spot Public Tender under ref. no. 116/T/40 dd. 22nd Sept. 2021
- 2- Documents for the SWAP Spot Public Tender (Leg 1)
- 3- Documents for the SWAP Spot Public Tender (Leg 2)
- 4- SOMO December 2021 / Fuel Oil Nomination ref. letter no. 22211 dd. 16/11/2021
- 5- SOMO Pricing / Premium under Leg (1) ref. letter no. 20573 -

Eng. Aurore Feghaly

Director General of Oil



cc. Minister of Energy and Water
SOMO
EDL
Trader – Mr. Dany Samaha
Service of Economic and Financial Affairs
Service of Technical Affairs

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 : ٦ >
رقم الصادر : C, O
بيروت في ٢٠٢١/١١/٧

جانب المديرية العامة للنقط
فاكس : ٠١/٢٨٠٧٠١

الموضوع : تحديد حاجات مؤسسة كهرباء لبنان من كل من مادتي الغاز أويل والفيول
أويل بنوعيه (A) و (B) خلال شهر كانون الأول من العام (٢٠٢١) (تابع)
المرجع : كتاب مؤسسة كهرباء لبنان رقم ٥٦١٨ تاريخ ٢٠٢١/١١/١٢.

بالإشارة إلى الموضوع والمرجع المنوّه عنه أعلاه،

وعطفًا على كتاب مديريتكم رقم ٨٥/ت/١١٦ تاريخ ٢٠٢١/١١/١١، الذي طلبتم بموجبه من
المؤسسة، أن يتم اعتماد خيار واحد فقط من ضمن الخيارات الثلاث المعروضة، فيما خصّ مسألة الكميات،
وأن يتم من ثمّ تحديد تواريخ إستلام الشحنات المطلوبة خلال شهر كانون الأول ٢٠٢١، وفق أحد
الخيارات التي سيتم اعتمادها،

وحيث أنّ مؤسسة كهرباء لبنان قد سبقت وأفادت مديريتكم بهذا الخصوص في كتابها رقم ٥٦١٨
تاريخ ٢٠٢١/١١/١٢ إليكم،

وعليه، تعود وتؤكد مؤسسة كهرباء لبنان على مضمون ما ورد في كتابها المشار إليه أعلاه، لناحية
إعتماد الخيار رقم ١ الذي تمّ عرضه على مؤسسة كهرباء لبنان من ضمن الخيارات المقدمة من قبلكم،
والقاضي بتأمين كمية //٢٨,٠٠٠ طن متري \pm ٥ % من مادة الغاز أويل، وكمية //٢٤,٠٠٠ طن
متري \pm ٥ % من مادة الفيول أويل (Grade B)، وإتّما على تصل شحنة مادة الغاز أويل بتاريخ ما بين
١٣-١٧/١٢/٢٠٢١، وشحنة مادة الفيول أويل (Grade B) بتاريخ ما بين ١٨-٢٢/١٢/٢٠٢١.

وتفضلوا بقبول الإحترام.

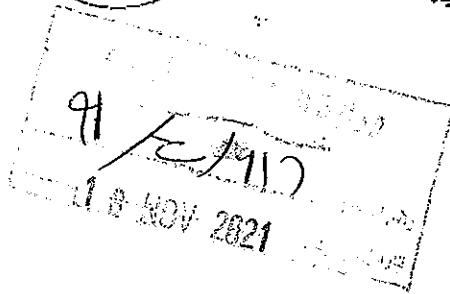
رئيس مجلس الإدارة
المدير العام

كمال الحايك



د.ح.
٤٦٨
٢
٨٣

تبلغ نسخة إلى: - جانب معالي وزير الطاقة والمياه



EDL Tender.

المهندس المساعد للنقط

Handwritten signature of the Assistant Engineer for the Tender.

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



جمهورية العراق
وزارة النفط
شركة تصويق النفط

REF. : SH3 / 21652
DATE : 7 / 11 / 2021

العدد :

التاريخ :


TO : Lebnan Government/Ministry of Energy & Water
E-mail : dgo@energyandwater.gov.lb
: minister@energyandwater.gov.lb
: safaa.ibrahim@dgo.gov.lb

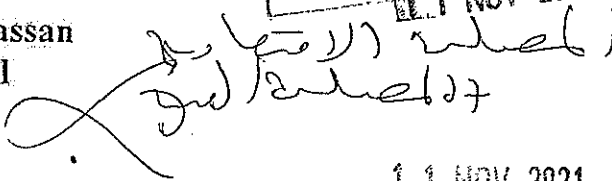
Sub/ December 2021 Fuel Oil Nomination

Please note that your December's cargo has accepted to load (75,000 MT \pm 10%) Fuel Oil product from Floater Tank (MT/POLYMNIA I) in Iraqi Waters (Anchorage Area) nearby Khor Al-Zubair Terminal by (STS) on Laycan Rang Date 07-09/12/2021.

We will inform you with the fixed laycan prior 10 days, please advise your firm vessel nomination, Exact ETA and Documentary Instruction as early as possible

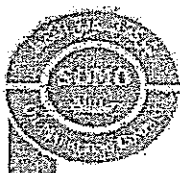
Best regards,


Hadi Abdulnabi Abdulhassan
For Director General
07/ 11 / 2021


11 NOV 2021

11 NOV 2021

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



'Successful past, sustainable future'



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



Announcement No. 116/T/74 dd. 2nd November 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 9th November 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 December 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 December 2021.

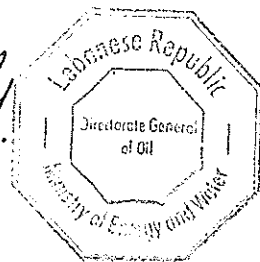
Documents to be presented by the pre qualifying company

- 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)

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:

