

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



No.: 101/T/11682
Beirut: 16 FEB 2021

Spot Public Tender ref . NO. 101/T/11680 dd. 16th February 2021

Dear Sirs,

Thank you for your interest to participate in the Ministry of Energy and Water – Directorate General of Oil - Spot Public Tender for Heavy Fuel Oil Grade (A) for the use of EDL for ONE cargo of 30,000 MT. +/- 5%.

All bidders are hereby requested to provide us with a Firm Offer and the respective validity of their offers; as per the published General Terms & Conditions for the “Spot Public Tender” and the draft LC, and as per the below Delivery window and the respective submission date to the following email address:

- Official General Directorate of Oil Email Address (dgo@energyandwater.gov.lb)

Delivery Window for about 30,000 MT +/- 5% (17-22 March 2021)

Offers – as set forth in Appendices no.(1,2 and 3)of the Spot Public Tender – are to be sent by Tuesday 23rd February 2021 before 15:30 hours (Beirut Local Time) in PDF format, password encrypted file to the above listed email address; followed by another separate Email containing the access password at 16:30 hours (Beirut Local Time) same deadline date.

The offer should remain valid till Wednesday 24th February 2021 at 14:00 hours (Beirut Local Time)

Kindly find the General T&C's as well as draft L/C published on the official website.
www.energyandwater.gov.lb

Regards,

Republic of Lebanon
Minister of Energy & Water
Raymond Ghajar





Spot Public Tender 101/T/11680
Fuel Oil (A) for Electricité Du Liban Use 6 FEB 2021

A- Documents for the Spot Public Tender:

Appendix No. 1: A letter of commitment.

Appendix No. 2: Price.

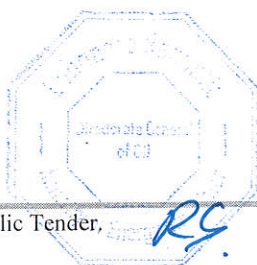
Appendix No. 3: Integrity Declaration.

Appendix No. (a): Specifications.

Appendix No. (b): Letter of credit request format.

Appendix No. (c): Technical requirements of discharge port(s)/berth(s).

Appendix No. (d): The available choices to award the tender.



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Spot Public Tender 1011T/11680
Fuel Oil (A) for Electricité Du Liban Use



Tender Conditions

1- Subject of commitment:

The subject matter of the commitment is to supply a quantity of fuel oil Grade (A) for the use of Electricité Du Liban (EDL) in accordance with the conditions and specifications set forth in this Spot public tender conditions.

2- Definition and conventions:

Buyer: Ministry of Energy and Water - Directorate General of Oil represented by the Minister of Energy and Water.

The Winning Bidder: The supplier of the quantity of fuel oil subject of this spot public tender conditions.

EDL: The direct beneficiary for whose interest the fuel oil is imported.

3- Goods intended to be purchased:

Fuel Oil 1.0 % sulfur as *per Buyer's option*, according to the specifications as per Appendix No. (a). Origin of Goods can be of any Origin Except Israel.

4- Quantity:

To be Announced on the official website as per Buyer's option as per specs attached.

5- Delivery dates:

To be Announced on the official website.

- The delivery date commences at the instant at which NOR has been tendered at first discharge port/berth in Lebanon.

6- Form of Bidder and Supporting Documents:

- The Bidder is supposed to be an international oil company. (Except Israeli companies).
- A written commitment by Seller to settle at his own account the freight and all transport expenditures, and to conduct all the necessary insurances relevant to the whole fuel oil quantity specified in this public tender (**Appendix No. 1**).
- The Integrity Declaration: Where the bidder undertakes 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 his name or in his interest to implement this Award under penalty of judicial prosecution and annulment of the Award. (**Appendix No. 3**).

7- Method of offer presentation:

The process for all tenders will be as such:

a- Spot Public Tender Process:

1- Spot Public Tender is announced on the Ministry of Energy and Water official website www.energyandwater.gov.lb

2- Any qualified company who wishes to participate can email us directly to the Directorate General of Oil (DGO) designated email address dgo@energyandwater.gov.lb

b- Bidding Process:



1- All bids will be sent to the aforementioned email before the deadline date as stated on each spot public tender announcement.

2- Bids are to be sent out in an encrypted file – password protected format before the **first** closing time / date.

3- Documents presented should include the following documents (*Word Format Documents will be uploaded on the official website for easy reference*)

a. **Appendix No. 1 A letter of commitment.**

b. **Appendix No. 2: Price.**

c. **Appendix No. 3: Integrity Declaration.**

4- A separate email to follow with the password pertaining to the encrypted file within 30 minutes after the **second** time / date as stated for each spot public tender.

Ex.: { *Not before 16:00 Beirut Local Time / Day / Date*
 and
 No longer than 16:30 Beirut Local Time / Day / Date }

c- Spot Public Tender Opening:

1- 30 minutes after the second deadline time / date of the bidding process; the assigned committee will open all emails / offers using the passwords duly sent by the bidders accordingly.

2- All companies and / or their official representatives are welcome to join the spot public tender opening protocol.

3- For those who do not have an official representative locally or cannot be present officially; and wish to join the spot public tender opening; there will be an online window that they can choose to join to witness the spot public tender opening.

4- The committee will then reconvene and prepare a minutes of meeting of the spot public tender and will provide the Minister with the result of the spot public tender and the participants.

5- The Minister will then provide his / her comments, if any; otherwise their approval for award.

d- Spot Public Tender Award

1- The result of the spot public tender will be announced on the website and the winner will be advised through email, by return confirmation of their acceptance

2- All other bidders will also receive emails pertaining to the award of the winner.

e- General Information:

All emails duly received by all bidders will be subject to the Terms and Conditions specified by the Ministry of Energy and Water / Directorate General of Oil.

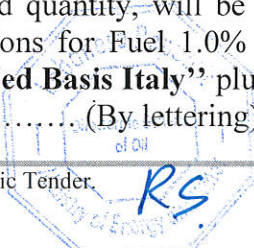
All bidders should only state the Premium level pertaining to each spot public tender / bid. (**as per Appendix no. 2**) Any further information will be discarded from the offer(s) and only the GT&C's announced on the official website are to be considered pre-approved by the bidder(s).

8- Prices Offer (According to appendix No. 2):

The prices offer shall exactly include the following text without any modifications:

For Fuel oil with a 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 on the Bill of lading (B/L) date, the ten (10) published quotations immediately before and the ten (10) published quotations immediately after. In case no quotation on B/L date then the ten (10) quotations before and the ten (10) quotations after Bill of lading date to apply (total 20 quotations).

The received fuel oil quantity is the outturn quantity net in air received at the shore tanks in Lebanon.

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 their 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.

9- Penalty for delay:

Penalty for delay is incurred as follows:

- In case Seller fails to deliver any of the cargoes at the scheduled delivery dates, or agreed upon as per **Clause No. 5**, Seller shall be liable to a penalty starting on the first day following the last delivery date allowed for each cargo amounting to 1% (one percent) of the cargo's value per day of delay, up to a maximum of 10% (ten percent) of such cargo's value, under the penalty of being regarded as breaching the award, unless the force majeure **Clause No. 26** is proved.

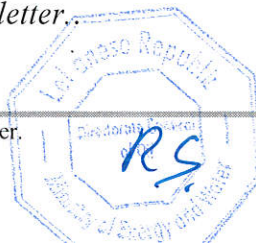
10- Method of Payment:

- Payment for each cargo shall be made by means of an irrevocable and confirmed letter of credit, opened by Banque du Liban, issued according to **Appendix No. (b)** and in U.S. Dollars upon presentation of the documents (Required documents are stated in the L/C format text). All costs and charges of the L/C opening in Lebanon will be borne by the Buyer.
- The letter of credit will be opened prior to the first day of the delivery date range scheduled for each shipment as per **Clause No. 5** and as advised on the announcement for each delivery schedule.
- Even if Buyer does not open the letter of credit relevant to a shipment on the specified date and/or in accordance with the delivery schedule advised), Seller shall remain committed to abide by the dates determined in the delivery schedule provided.
- The amount of the L/C is considered valid to cover a quantity of Metric Ton of fuel oil (+/-) % as per Buyer's calculation (Platts + premiums) at the time of preparing the L/C instructions letter, and no request to amend the amount of the L/C is approved before the issuance of the final invoice of the price of the received quantity from the maritime vessel, unless the variation of the L/C amount exceeds one million U.S. Dollars.
- The Seller must present the documents through their bank to BDL later than 21 days after B/L date but within L/C validity, according to the documentary credit. Payment must be made at 30 days from Notice of Readiness (NOR) date (NOR date date at first discharge port/berth to count as day zero.)

11- Latest remittance of offers:

Offers are to be sent to the designated email address latest on..... at hrs. (Beirut time) *To Be Announced on a separate letter.*

12- Validity of the offer:



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Offers presented are considered to be valid till at hrs. a.m. (Beirut time) *To Be Announced on a separate letter.*

13- Award of Spot Public Tender:

- The Ministry of Energy and Water has the right not to take the result of spot public tender for reasons exclusively related to public interest.
- The available choices to award the spot public tender shall be according to **Appendix No. (d)**.

14- Notification:

The winning Bidder shall be notified of awarding the spot public tender to them, by return email to the sender of the bid

The winning Bidder should submit, within 48 hours from receipt of the written notification above, a letter indicating the bank details and address, and the account number and any other details required for the L/C opening process.

15- Amendments to the spot public tender conditions:

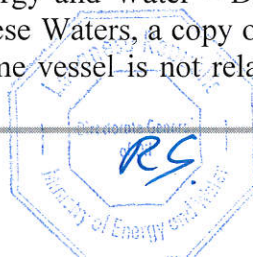
The Ministry of Energy and Water - Directorate General of Oil can amend the present conditions of the Spot Public Tender (such as the dates of cargoes delivery, etc....) provided the Ministry declares it in timely manner.

16- Insurance and Freight Expenses:

Seller shall commit in writing to settle at their own account the freight and all transport expenditures relevant to the whole fuel oil quantity specified in this spot public tender, and Seller shall also undertake to conduct all the necessary insurances on the product, which shall be totally borne by them.

17- Nomination of the maritime vessel:

- Seller shall nominate the maritime vessel. Buyer shall inform Seller with their approval or disapproval of this nomination within a period of 48 hours starting from their receipt of the maritime vessel nomination.
- The maritime vessel must not be stated on Israel boycott list and must not be calling (or have called) at any port related to the Israel during her voyage, under pain of Award termination.
- The maritime vessel nomination letter shall include the following information:
 - The maritime vessel name and particulars provided that it would be fitted with an Automatic Identification System (AIS) in order for the Buyer to track it and monitor its route from the moment of loading until unloading in Lebanon, to prevent any change in the prices and dates of the bills of lading, or any change or mixing the fuel oil with the fuel residues or others, and to ensure that the maritime vessel is not replaced during its route.
 - Load port(s) except Israeli port(s).
 - Lay can.
 - Approximate quantity ready to be loaded.
 - Estimated date of arrival to the Lebanese territorial waters.
 - Charter-party details including daily demurrage rate.
 - Certificate of Registration of the maritime vessel.
 - Classification Record of the maritime vessel.
- Seller has to submit to the Ministry of Energy and Water – Directorate General of Oil before the arrival of the vessel to the Lebanese Waters, a copy of the statement issued by the competent entity stating that the maritime vessel is not related to Israel and did not



call at any port related to Israel during her voyage to Lebanon, subject to award termination.

18- Inspection at port of loading:

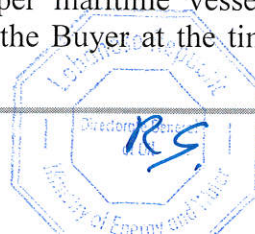
- The loading operations at load port/ports are to be surveyed by one of the following international authorized inspection companies:
SGS, Saybolt, Letrina S.A., Inspectorate, Caleb Brett, Redwood, intertek, Chase Marine, International Cargo Surveyors (I C S), Bureau Veritas, MED Control S.A.
- Loading any maritime vessel from offshore port of loading is prohibited.
- The approved international authorized inspection company withdraws samples from the tanks of the maritime vessel, conducts the necessary laboratory analyses on them, surveys the quantity and quality of the goods, and follows the internationally approved procedures in this regard.
- The winning bidder shall inform the Buyer (by email), of the name of the international authorized inspection company that will be appointed by them for the inspection of loading of each cargo at loading port before commencement of the mentioned operation, and Buyer will inform Seller of their approval or rejection of the suggested name.
- Seller shall send to Buyer before maritime vessel's arrival (by email) a copy of the complete laboratory analyses report certified by one of the recognized international inspection companies at port of loading based on a cargo representative sampling of ship's tanks composite duly effected after completion of loading.
- The Buyer may nominate one of the international authorized inspection companies at loading port to withdraw samples from the tanks of the maritime vessel, and/or conduct the necessary laboratory analyses on them, and/or survey the quantity and quality of the goods, and/or witness the drawing of the custody transfer samples, and/or attend and witness the analysis conducted on the composite sample representing the said goods in order to determine the quality of the loaded product, according to the internationally approved procedures in this regard, and Buyer shall inform Seller of that nomination.
- Cost of inspection and laboratory analyses of samples at loading port will be at Seller's expenses concerning the international inspection company nominated by him, and at Buyer's expenses concerning the international inspection company nominated by him.

19- Lay time for the discharging of the maritime vessel:

- Allowed lay time for the discharging of the maritime vessel is 72 hours SHINC and will start counting after 6 hours from tendering the NOR at first discharge port/berth or from all fast, whichever occurs first, and will end counting after disconnection of discharging hoses at the last discharge port/berth in Lebanon.
- Time not to count:
 - Due to bad weather conditions.
 - When spent on new analysis requested by Seller as per **Clause 22**.
 - If due to unsatisfactory performance of the maritime vessel during discharge.
 - As a result of force majeure according to **Clause 26**.
 - The duration of time spent by the maritime vessel while shifting from one port and/or berth to another.
- Technical requirements at ports/berths of delivery should be taken into consideration as enlisted in **Appendices No. (c/1) and (c/2)**.

20- Demurrage at discharge port(s)/berth(s):

- In case of demurrage incurrence on Buyer at discharge port(s)/berth(s), it will be calculated and paid on a pro-rata basis as per maritime vessel's charter party rate according to the world scale, to be known by the Buyer at the time of maritime vessel



nomination, with a maximum rate of US Dollars 18,000 (eighteen thousand US Dollars) per day.

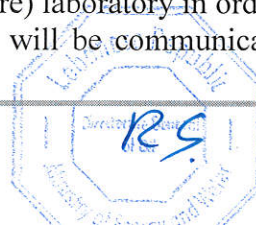
- The laytime will be counted starting from the first date of the requested delivery date range specified by the Ministry of Energy and Water - Directorate General of Oil at (6:00) a.m. Beirut local time in case the actual arrival date of a certain cargo, falls before that date as stated in the announcement as per **Clause no. 5**.

21- Notification:

- Seller must notify Buyer by e-mail of the following information:
 - The name of the maritime vessel.
 - Load port(s) except Israeli port(s).
 - Arrival date and time of the maritime vessel at load port (s) except Israeli port(s).
 - Date and timing of loading commencement.
 - Date and timing of loading completion.
 - Loaded quantity.
 - Bill of lading date.
 - Date and Timing of the maritime vessel sailing towards Lebanon.
 - Discharge port (s)/berth(s) in Lebanon.
 - Expected time of arrival (ETA) in Lebanon.
- ETA letters should be sent within 72/48/24/12 hours prior to the maritime vessel arrival at discharging port(s).
- Any variation in ETA exceeding 2 hours within 24 hours prior to the maritime vessel arrival at discharge port/berth, should be reported to the port authority and/or Buyer.
- The Seller should send by email and fax the bill of lading of the relevant cargo latest on the next working day immediately following B/L date (in country of loading), at 12.00 hrs. noon time (time at loading country), provided that it should include the load port(s) and the discharge port (s)/berth(s) in Lebanon.
- Any B/L that does not state clearly the discharge port(s)/berth(s) in Lebanon shall be rejected. After loading the maritime vessel nominated by the Seller and duly approved by the Buyer, and after completion of the inspection at load port, Seller is prevented from substituting the stated maritime vessel.

22- Inspection at ports of discharge:

- The Ministry of Energy and Water – Directorate General of Oil shall nominate an approved independent inspection company in order to properly withdraw samples from the maritime vessel tanks, and to survey the quantity and quality of the product at discharge port(s)/berth(s).
- Samples are withdrawn and the ullages for the measurements of free water content and fuel oil are taken on the maritime vessel's tanks only manually. And the Seller commits to inform whom are relevant for approval of opening of the tanks hatches.
- Composite samples are analyzed in the following laboratories: Tripoli Oil Installations and/or Zahrani Oil Installations and/or Central Oil Laboratory in Beirut, working on a schedule of 24 hours a day and seven days a week, or any other laboratory appointed by the Directorate General of Oil - and their findings are transmitted to the Seller, and their findings are transmitted to the Seller.
- The findings will be considered as final and binding for both parties, save fraud and manifest errors, unless Seller requests a new sampling and analysis to take place, within 2 working days after their receipt of the findings.
- If requested by the Seller, the Ministry of Energy and Water – Directorate General of Oil shall nominate an independent inspection company to withdraw a new sample and survey a new quality, and shall also appoint one (or more) laboratory in order to proceed with the analysis of the new sample. The new findings will be communicated to the Seller and



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considered as final and binding for both parties, save fraud and manifest errors. The full cost of sampling withdrawal and laboratory analyses expenses will be borne by the Seller.

- Cost of inspection and laboratory analyses of samples will totally be at Buyer's expenses at discharging port(s).

23- Quantity determination:

- The net outturn quantities (Metric tons) in air, are the net in air quantities received in shore tanks at port(s) of discharge as ascertained by the inspection company (**according to clause 22**) by gauging of receiving shore tanks 8 hours after discharging and by applying the density according to the analyses issued by the laboratory appointed by the Ministry of Energy and Water- Directorate General of Oil.
- The whole percentage of water and sediment content as shown by the analysis findings at discharge port(s)/berth(s) shall be deducted from the quantity received at the shore tanks.
- The conversion of the volume of the fuel oil from the actual temperature to the standard temperature at the discharge berths is based on the latest tables available especially (ASTM table "54-B").
- The average density is to be reported up to five significant figures. For density conversion from vacuum into air, table "56-ASTM" (latest revision) is applied.

24- Quality determination:

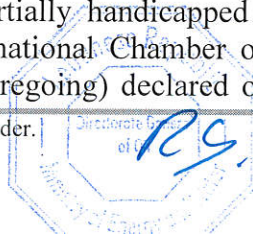
- The requested specifications should be according to the **appendix No. (a)**.
- The findings of the laboratory analyses that are binding to both of the parties, are those issued at the discharge port/berth according to the procedures mentioned in **clause 22**.
- If the findings of the laboratory analyses at the discharge port/berth relevant to any fuel oil cargo fall outside of the specifications, as specified in **appendix No. (a)**:
 - Buyer has the right to reject the cargo and demand the Seller to pay compensation for the damages incurred further this event, including but not limited to the analyses expenses at discharge port(s)/berth(s) and L/C expenses. The delay penalty period mentioned in **clause (9)** shall apply.
 - The Buyer requires the Seller to deliver a replacement shipment within 20 days; and if the Seller forbids, the Buyer will have the right to reduce the Award quantity by the quantity rejected.
 - Buyer also demands the Seller to pay a penalty of /21,000/ U.S. Dollars (twenty one thousand U.S. Dollars) per day starting the date of informing them in writing of the refusal till the arrival date of the substitute cargo up to a maximum of /210,000/ U.S \$ (Two hundred ten thousand U.S. Dollars).
 - In case of cargo rejection, Buyer shall not bear on behalf of the Seller any analyses, inspection, or L/C expenses, transport or any other expenses of whatsoever kind.

25- Taxes, royalties and duties:

- All taxes, royalties and duties imposed, levied, or derived from the Spot Public Tender in Lebanon shall be for the account of the Seller, including the stamp fees:
 - 0.004 (4 per 1,000) of the estimated value of the (Award quantity increased by 10% x price based on latest Platt's quotation available), payable on the registration of the bid at the Lebanese Ministry of Finance within 5 working days following signature.
 - 0.004 (4 per 1,000) to be deducted from the letter of credit.

26- Force Majeure:

- If the performance by either Party hereto of its respective obligations under this Agreement is delayed, or totally or partially handicapped by Acts of Force Majeure according to the definition of the International Chamber of Commerce including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage,



blockade, revolution, civil disturbance, embargo, international sanctions, trade restrictions, decisions by any government or governmental or civil authority, strike, go-slows, lockout or other labour dispute, riot or disorder, Acts of God, fire, floods, earthquakes, storms, terrorism, acts or attempted acts of piracy, tides or tidal waves, explosions, accidents, radiation, or diseases, Such party shall be released of the execution of the delayed or prevented obligations caused by such occurrence without liability on them of any kind.

- Each Party shall use its utmost efforts to minimize the duration and consequences of any failure of or delay in performance resulting from force majeure.
- The party rendered unable to perform due to the above force majeure, shall promptly notify the other party in writing, with the beginning date, the circumstances of the force majeure occurrence, and its end date, together with the supporting documents.

27- Assignment and Re-awarding:

Neither Party has the right to assign fully nor partially any of his rights and obligations, directly or indirectly, to any third party.

However, the Seller has the right to assign their financial rights, relevant to this Award, to their financing bank.

If requested by the Seller, Buyer shall confirm in writing to the Seller's designated bank its acknowledgment and agreement to such assignment.

No Legal Impediment. The rights and obligations of the parties hereunder, including but not limited to the right of Electricite Du Liban to receive any shipment due under this Award and the obligation of the Seller to make such shipment, are subject to the condition precedent stated herein that no court or relevant regulatory authority shall have issued and order attaching, or seizing or retaining, or interfering in any way preventing the delivery of any such shipments.

28- Award Termination:

This award is deemed terminated after each of the two parties fully implement all of their awarding obligations as defined under the terms and conditions of this award.

If the Seller enters into the liquidation process (other than voluntary liquidation with the aim of restructuring or amalgamation), or enters into any arrangement or reconciliation with their creditors, or if they commit a material breach of this award, including interruption in the delivery of shipment(s) in Lebanon or the case of repeated delays in delivering the shipment(s) on the agreed upon date(s) or the agreed upon amended date(s), or in the event that the delay period exceeds ten days beyond the upper limit of the time period required for the delivery of the shipment(s) without proving the circumstances of force majeure, the Seller is considered in breach of the Award. Then the Buyer has the right to terminate the Award immediately after giving the Seller a written notice. Knowing that this termination will not prejudice any of the Buyer's claims and rights existing on the date of Award termination.

The Buyer has the right to secure a substitute shipment for the shipment that the Seller has failed to secure on the scheduled date, provided that the additional costs and expenses incurred in this case are entirely the responsibility of the Seller.

The Buyer has the right to claim for consequential damages as stated in the clause nos. (9 & 24), and it is entirely the responsibility of the Seller.

The Buyer also has the right to take any measures they deem necessary to preserve the right to seek compensation for damages resulting from the breach of the Award resulted by Seller that affect negatively their interests, directly or indirectly.

The Buyer can also request not to resort to termination of the Award at the Seller's responsibility in the clauses stated in the third and the fourth paragraphs of the Article 24 – Quality Determination of this Spot Public Tender.

29- Other conditions:



A handwritten signature in blue ink, consisting of stylized initials, is located to the right of the official stamp.

- For any other conditions not stipulated in this award, and are not in conflict or do not contradict with any of its terms and conditions, the Incoterms 2010 agreement, with the UCP 600, including subsequent amendments shall be applied as a reference to this award.
- The Buyer does not waive the terms of this award and does not waive the violations that the Seller may commit in relation to the documentary credit, except for Buyer giving the Seller a specific time limit to present original documents instead of copies thereof.

30- Law:

The Lebanese laws shall be applied with respect to all which concerns the construing and execution of the Award.

31- Settlement to Disputes:

All disputes that may arise resulting from the interpretation of this Award shall be discussed between the parties for settlement; otherwise, it shall be settled exclusively under the Lebanese Judiciary and no other authority.

32- Official Language:

English language.

33- Seller Responsibility in Case of Oil Contamination:

- The precautionary principle must be applied during the unloading of the marine tanker, in accordance with the provisions of the Environmental Protection Law and the International Convention for the Prevention of Sea Pollution from Ships (MARPOL).
- In the event of an oil pollution or oil spillage as a result of unloading maritime vessels, the Seller must have the equipment, preparedness and contingency plan to address these two cases.

Beirut on: 16 FEB 2021

  **Minister of Energy and Water**

Raymond Ghajar

