

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 for the use of Electricité Du Liban - Lebanon.

We hereby confirm that the offer is in accordance with the Spot Public Tender conditions.

Please find enclosed the documents required according to the above mentioned 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:



AS

Appendix No. (2)

Price

Quality Grade (A) 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 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 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 “ FOB Med Basis Italy ” 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: (2)+(3)-(4) in U.S. Dollars (By lettering)..... per Metric Ton.	In U.S. Dollars/..... / (By numbering) per Metric Ton

SIGNATURE:

SELLER



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:

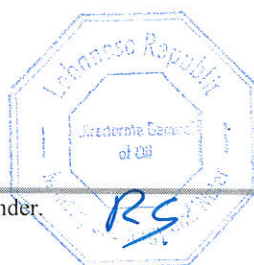
We, the undersigned, affirm the following:

- 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.

Date:

Seal:

Signature:



Appendix No. (a)
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 & SEDIMENT'S 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

Handwritten signature and scribbles

Handwritten signature



Appendix No. (b)
Letter of Credit Request Format



Irrevocable Documentary Credit Application

MINISTRY OF ENERGY AND WATER
BEIRUT - LEBANON

Beirut, ١٦ شباط ٢٠٢١
16 FEB 2021

TO: BANQUE DU LIBAN- BEIRUT

Further to our relationship with your bank including but not limited to the issuance by your bank of documentary credit(s) by order of ourselves,

We hereby request you to issue under **our full responsibility**, on our behalf and for our account, an irrevocable documentary credit in accordance with the instructions hereunder.

Except as otherwise herein expressly indicated, this documentary credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, Publication No 600 of the International Chamber of Commerce, Paris, France) and ISBP No. 681E,2007 revision for UCP 600

This Documentary credit is to be opened by your bank by authenticated Teletransmission and / or by authenticated Electronic message and /or by letter as follows:

QUOTE

Sender bdlclbbxfox
 Banque du liban
 (Foreign Exchange Department)
 Beirut lb

Receiving Bank: (Confirming Bank): As advised by BDL

Advising Bank: Sellers Bank name and full address

27 Sequence of Total
.....

40A Form of Documentary Credit
Irrevocable

20 Documentary Credit Number
.....

31C Date of Issue
.....

40 E Applicable Rules
UCP latest version

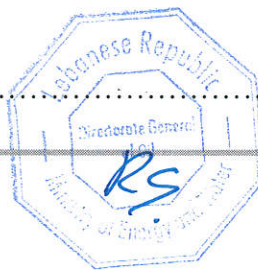
31D Date and Place of Expiry
90 days from the issuance date of this L/C.

50 Applicant
ELECTRICITE DU LIBAN
BEIRUT - LEBANON

59 Beneficiary
Company name and address

32B Currency code, Amount
US Dollars /...../ (U.S. Dollars.....)

39B Maximum Credit Amount



41a Available With:

As Advised by BDL
By Deferred Payment

42P Payment Details

Payment at 30 days from date of Notice of Readiness (NOR) (NOR date at first discharge port /berth to count as day zero).

43P Partial Shipments/Partial Payment

Allowed

43T Transshipment

Not allowed

44A Loading on Board:

M/T "....." from load port.

44B For Transportation to Zouk and/or Jieh power plants terminals. One or more safe port(s)/one or more safe berth(s), Lebanon.

44C Latest date of shipment

dd/month/yyyy

45A Description of goods and/or services

+ Product deliverable: Fuel Oil 1.0 pct 'Sulphur'

+ Quantity: metric tons up to plus or minus pct of fuel oil 1.0 pct 'Sulphur' quality grade (A), at beneficiary's option, to be delivered DAP (Delivery At Place) one or more safe port(s)/one or more safe berth(s), Lebanon, with applied price formula as per **Spot Public Tender Award** No.....dated.....as follows:

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.

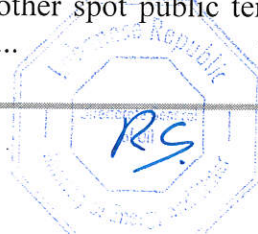
The cost of each additional port of discharge in Lebanon will be an additional extra premium of U.S. Dollars /...../(By numbering) PMT U.S. Dollars/...../ (By lettering) per Metric Ton.

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 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.

46A Documents required

Payment shall be made against presentation of the following documents:

- 1- Signed commercial invoice in one original and three copies certifying the following:
 - a- Quality and quantity supplied and all specifications are in compliance with the Award Numberdated.....
 - b- Price applied should be detailed as regards the computation of the final unit price based on the Platts quotations, and other spot public tender clauses as per Award Numberdated.....



Handwritten signature

- 2- Full set of original Bill of lading, showing notation "Clean on Board", clearly mentioning discharge port(s)/berth(s) in Lebanon, and load port(s), knowing that offshore port loading (OPL) is not acceptable, duly dated and signed by the master or his agent, endorsed to the order of "Electricite Du Liban - Lebanon", marked "freight prepaid". Charter party B/L is acceptable. B/L marked "freight payable as per charter party" is acceptable.
- 3- Certificate of Origin issued or countersigned by the Chamber of Commerce or any other official or governmental entity determining the origin of the product.
- 4- Report issued by the independent inspection company(or companies)assigned by the Ministry of Energy and Water – Directorate General of Oil confirming that the goods are in accordance with the specifications mentioned in the Award No.datedand have been discharged in (delivery places).The report must indicate time of NOR, time of discharge (starting and completion) at each discharge port(s)/berth(s),the outturn quantities in Metric tons net in air received at shore tank(s),and the detailed specifications of the cargo as ascertained at discharge port(s)/berth(s). If one or more tests are not available in Tripoli and Zahrani oil Installations, it should be indicated as Not Available (N/A).
- 5- Time sheet or statement of facts issued at load port(s).
- 6-Ship's tank inspection report issued at loading port by independent inspector nominated by Seller and approved by Buyer.
- 7-Ship's O.B.Q. (On Board Quantity) report issued at loading port by independent inspector nominated by Seller and approved by Buyer.
- 8-A confirmation letter issued and signed by the Directorate General of Oil that they received from the Seller an e-mail for the bill of lading , the date of loading, and the loading port, and the discharge port(s)/berth(s) in Lebanon.
- 9-A complete map stamped by the Ministry of Energy and Water for the AIS once the vessel left the loading port till it reached the discharge port/berth.

47A Additional conditions

+B/L date prior to L/C issuance is acceptable.

+Except as otherwise herein stated all documents must be issued in English Language besides any other language, and issued at least in one original and one copy.

+ issued in one original and one copy.

+ Any alteration or correction of whatsoever nature on any of the documents required under this credit must bear an authentication stamp of the same signer of the document and such authentication must indicate the following words "correction approved", the name of the signer, the name of the issuer and then the signature of the signer/issuer.

+Product described as "FUEL OIL" OR "LOW SULPHUR FUEL OIL" OR "MAZOUT" TO BE acceptable.

+ All documents, except invoice and LOI if presented, showing name of third party as shipper/consignor/supplier/exporter are acceptable.

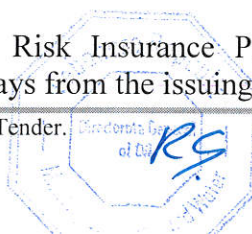
+ Obvious typographical/spelling errors on documents are not to be considered as discrepancies except for cargo quantity in B/L, US Dollar value in Invoice and the Letter of Indemnity (LOI) Text.

+ Transshipment is not allowed; therefore ART 20 (C) of UCP 600 is not applicable for this L/C.

+ Documents are to be sent to Banque du Liban address by any courier service at Beneficiary's expense.

+ Separate invoice issued for payment of demurrage at discharge port(s)/berth(s) is acceptable and to be presented with the other demurrage documents within 60 days from the issuing date of the L/C.

Separate invoice issued for Extra War Risk Insurance Premium (EWRIP), if any, is acceptable and to be presented within 60 days from the issuing date of the L/C.



Handwritten signature in blue ink.

- + Separate invoices to be issued for any other costs mentioned in the Charter party, if any, and to be presented within 60 days from the issuing date of the L/C.
- + The value of this L/C shall automatically increase or decrease in accordance with the price formula detailed as per Award Number Dated....., including any amount of demurrage at discharge port(s) /berth(s), EWRIP, and any other costs mentioned in the Charter Party as per 47A without any further amendment.
- + This L/C covers any amount of demurrage at discharge port (s), EWRIP, any other costs mentioned in the Charter Party. However, all such costs will not be subject to interest payment and will be payable together with or after the cargo value against Beneficiary's invoices representing the said costs , in which case the L/C amount is automatically increased for equivalent amount without any further amendment.
- + FAX/PDF E-mail copy of documents are acceptable, and copy of original documents are acceptable wherever stated within this letter of credit where original documents must be provided.
- + Partial drawings are allowed.
- + Documents dated prior to LC issuance are acceptable.
- + Applicant will look into any discrepancy raised concerning typing errors or others, and will make their decision regarding waiving them in due course.
- + All documents showing port (s) of discharge other than the one (s) on the bill of lading are acceptable and should not be considered discrepant or inconsistent.
- + Invoice, LOI, B/L (s) and copies of B/L (s) presented within LC validity are acceptable.
- + Stamp fees of 0.4% will be deducted from each amount paid by means of this letter of credit.

SPECIAL CONDITION:

+ In case one or more of the documents required under field 46A are missing or unavailable at the time of negotiation , then the payment shall be made against beneficiary's invoice (e-mail/fax/photocopy acceptable), a copy of the Bill of lading (non-negotiable/non-endorsed copy is acceptable) (e-mail/fax/photocopy acceptable), the document No. 4 (e-mail/fax/photocopy acceptable), and Letter of Indemnity (LOI) (e-mail/fax/photocopy acceptable), worded textually as hereunder and duly issued and signed by beneficiary. The text of LOI is as follows:

QUOTE

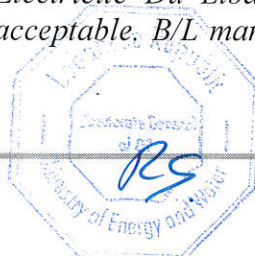
To: ELECTRICITE DU LIBAN
BEIRUT, LEBANON

LETTER OF INDEMNITY

REF: Spot Public Tender Award Numberdated.....signed betweenand The Ministry of Energy and water, Beirut, Lebanon.

We, (name & address), referring to a cargo of ... MT of fuel oil 1.0% sulfur loaded on board of maritime vessel ... pursuant to Bill of lading number dated and delivered to Lebanon hereby irrevocably undertake to remit directly to Electricite Du Liban – Beirut, Lebanon, latest 90 days after B/L date, the following documents:

- 1- *Full set of original Bill of lading, showing notation "Clean on Board", clearly mentioning discharge port(s)/berth(s) in Lebanon, and load port(s), knowing that offshore port loading (OPL) is not acceptable, duly dated and signed by the master or his agent, endorsed to the order of "Electricite Du Liban - Lebanon", marked "freight prepaid". Charter party B/L is acceptable. B/L marked "freight payable as per charter party" is acceptable.*



[Handwritten signature]

- 2- Certificate of Origin issued or countersigned by the Chamber of Commerce or any other official or governmental entity determining the origin of the product.
- 3- Time sheet or statement of facts issued at load port (s).
- 4- Ship's tank inspection report issued at loading port by independent inspector nominated by Seller and approved by Buyer.
- 5- Ship's O.B.Q. (On Board Quantity) report issued at loading port by independent inspector nominated by Seller and approved by Buyer.

In case the documents 1,2,3,4,and 5are not remitted to you latest 90 days after B/L date, we hereby irrevocably undertake to pay you interests on the amount that shall be paid as per letter of credit number ...dated ... issued by Banque du Liban, for the period starting on 90 days after B/L date and ending on date of remittance of the document listed above. Interests will be calculated at a rate of 9% p.a.

We hereby irrevocably and unconditionally undertake to indemnify you and hold you harmless against any claims made against you by anyone as a result of breach by us of any of our warranties as set out above, and all loss, costs (including but not limited to costs as between attorney or solicitor and own client) damages, and expenses which you may suffer, incur or be put to which are not too remote as a result of our failure to deliver the above documents in accordance with the provisions of the Agreement.

Our obligation to indemnify you is subject to the condition that you give us prompt notice of the assertion of any claims and reasonable time to comment thereon prior to your settlement of any such claims.

This indemnity shall become null and void on delivery by us of the aforesaid documents to you.

This indemnity shall be governed by and construed in accordance with the Lebanese Law and all disputes, controversies or claims arising out of or in relation to this indemnity or the breach, termination or validity thereof shall be subject to the exclusive jurisdiction of the Lebanese courts.

This Letter of Indemnity is issued by a duly authorized Officer of the Corporation.

For and on behalf of

SELLER

Signature: _____

Name: _____

Title: _____

Date & Place: _____

UNQUOTE

71B Charges

All bank charges and commissions of opening bank are for opener's account. All other bank charges and confirmation bank charges and commissions are for beneficiary's account.

48 Period for Presentation

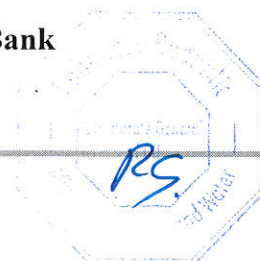
Within LC validity – Documents presented later than 21 days after B/L date but within L/C validity are acceptable.

49 Confirmation Instructions

Confirmed

78 Instructions to the paying/Accepting/Negotiating Bank

- (As indicated by Banque du Liban – Beirut)



[Handwritten signature]

In case payment falls due on a Bank Holiday/non-Banking day in NEW YORK (Except Sundays, Mondays) payment must be effected on the immediately preceding Bank Working day. Payment falling due on Sunday or Monday "Holiday", should be affected on the immediately following Bank Working day in NEW YORK.

You are kindly requested to send the related documents to our address which is:

BANQUE DU LIBAN
RUE MASRAF LOUBNAN
P.O.BOX 11-5544

BEIRUT, LEBANON

Attention: Foreign exchange and International Operations Department
under auth. Swift advice to us,

72 Sender to Receiver Information

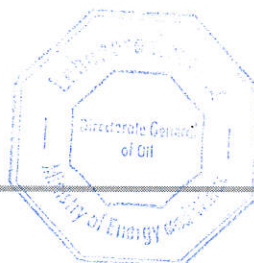
/REC/ Please advise us by return auth. Swift

// date of notification of this L/C to BEN.

UNQUOTE

  **Minister of Energy and Water**

Raymond Ghajar



Appendix No. (c/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. (c/2)

JIEH TERMINAL
PORT REGULATIONS

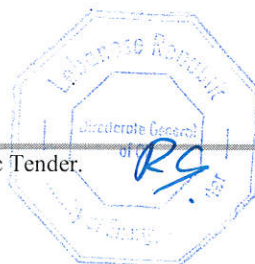
The Jieh Terminal is a Multi – Buoy Mooring (M.B.M.) berth and consists of seven (7) buoys.

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.



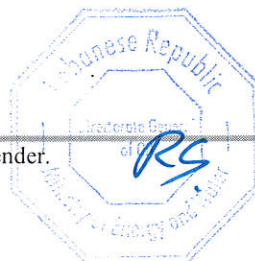
Handwritten signature

Appendix No. (d)

The Available Choices to Award the Spot Public Tender

A single bidder may participate in the three spot public tenders relating to each of the products: gas oil , quality grade (A) fuel oil, and quality grade (B) fuel oil.

The qualified bidder is considered a winning bidder in the spot public tender which they participated in, if they submit the lowest price and after the approval of the Ministry of Energy and Water to award the spot public tender.



Handwritten signature or mark in blue ink.