

## Spot Cargo Terms & Conditions Gasoline 95 RON

Gasoline 95 RON

PROPERTY	Limits	ASTM Method
Research Octane Number	<b>Min 95</b>	D-2699
Motor Octane Method	<b>Min 85</b>	D-2700
<b>Lead g/L</b>	<b>Max 0.013</b>	D-3237
Benzene %v/v	<b>Max 5%</b>	D-3606 or 5580
<b>Methanol %v/v</b>	<b>Max 3%</b>	D-4815
MTBE %v/v	<b>Max 10%</b>	D-4815
Total Organic Oxygen %m/m	<b>Max 2.5%</b>	Calculated
Sulfur %m/m	<b>Max 0.05</b>	D-4294
Distillation at 760 mm Hg, evaporated At 70 °C, %v/v At 100°C, %v/v At 180 °C, %v/v Final Boiling point, °C Residue %v/v	<b>Min 10</b> <b>40-70</b> <b>Min 85</b> <b>Max 215</b> <b>Max 2.0</b>	D-86
Reid vapor pressure at 37.8 °C, kPa	<sup>1</sup> <b>Max 80</b> <sup>2</sup> <b>Max 65</b>	D-4953
Copper corrosion strip ( 3 hrs @ 50°C)	<b>Max 1</b>	D-130
<b>Existent gum, mg/100ml</b>	<b>Max 5</b>	D-381
<b>Oxidation Stability, minutes</b>	<b>Min 360</b>	D-525
Color	<b>Light green</b>	Visual
Density at 15 °C, Kg/L	<b>0.730-0.780</b>	D-4052

- 1- Winter: November-March Inclusive
- 2- Summer: April-October Inclusive



**Product:**

Gasoline 95 RON

**Country of Origin**

Origin of goods can be from any origin except Israel

**Payment:** To be made by Irrevocable, Confirmed Letter of Credit, as per attached wording (Seller's bank charges and Confirmation fees are on seller's account).

**Taxes, Royalties and Duties:**

All taxes, royalties and duties imposed, levied, or derived from the bid in Lebanon shall be for the account of the Seller, including the stamp fees:

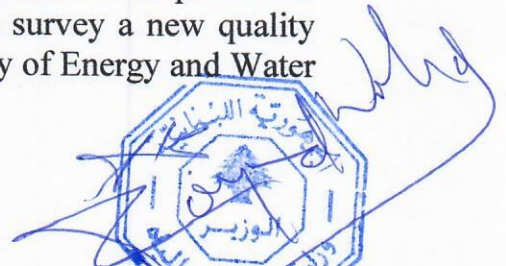
- LBP 0.004 (LBP 4 per LBP 1,000) () of the estimated value of the bid (contractual quantity increased by 10% x price based on latest Platt's quotation available), payable on the registration of the bid at the Lebanese Ministry of Finance within 5 working days following signature.
- LBP 0.004 (LBP 4 per LBP 1,000) to be deducted from the letter of credit.

**Inspections at port of loading**

Seller shall send to Buyer before vessels arrival a copy of the analysis report certified by a recognized international inspection company at port of loading based on a cargo sampling effected during or after completion of loading.

**Inspection at Port(s)/Berth(s) of Discharge:**

- The Ministry of Energy and Water – Oil Installations in Tripoli and Zahrani will nominate one or more independent inspection companies in order to survey the determination of quantity, quality and specifications compliance at Discharge Port(s)/Berth(s).
- Composite samples are to be analyzed in any of two of the following three laboratories: Oil Installations in Tripoli, Oil Installations in Zahrani, or the Central Oil Laboratory in Beirut, as per the Lebanese Ministry of Energy and Water regulations, working on a schedule of 24 hours a day and seven days a week. Their results will be transmitted to the Seller.
- Costs and fees of inspection and analysis will be on Seller's account.
- The results will be considered as final and binding for both parties, preventing fraud and manifest error, unless Seller requests within two (2) working days after receipt of the results, that a second sampling and analysis take place.
- If a second sampling and analysis is requested by Seller, the Ministry of Energy and Water –Oil Installations in Tripoli and Zahrani will request from one (or more) independent inspection companies to survey a new quality determination of a new product sample. The Ministry of Energy and Water



- Oil Installations in Tripoli and Zahrani will also appoint one (or more) laboratory in order to proceed with the analysis of the new samples. The results of this analysis will be communicated to the Seller and considered as final and binding for both parties, preventing fraud and manifest error. The cost and fees of the second inspection and analysis will also be on the Seller's account.

#### **Quality determination**

- Quality is to be confirmed at the port(s)/berth(s) of discharge by the nominated inspection company (according to the clause "**Inspection at Port(s)/Berth(s) of Discharge**") and in addition to the analysis of the vessel's composite sample taken on its arrival).
- If the results of the analysis conclude that the cargo does not meet the required specifications, Buyer has the option to reject the cargo and claim from the Seller the payment of damage(s) caused by this event, including but not limited to analysis expenses at discharge port(s)/berth(s) and L/C expenses. Buyer can also, at their discretion, demand delivery of a substitute cargo at the earliest date, to be agreed upon by both parties. Seller shall compensate Buyer by paying a penalty of 15,000 USD per day until arrival of the substitute cargo up to a maximum of 150,000 USD.
- Price calculation shall be made on the basis of escalation/de-escalation basis density of 0,755.
- Buyer will not be liable for any of the Seller's expenses, vessel expenses, inspection and analysis expenses, L/C expenses, or any expenses of whatsoever kind in case a cargo is rejected.

#### **Quantity determination**

- Net outturn quantity in Metric Tons due is the net in air quantity received in shore tanks at port(s)/berth(s) of discharge as confirmed by the inspection company by applying density shown in the laboratory analysis and by assessing the receiving shore tanks 8 hours after discharging.
- The conversion of volumes from actual temperature to standard temperature is based on the latest tables' available (ASTM table "54-B").

#### **Laytime of Cargo**

- Laytime is 36 hours SHINC and will start counting after NOR tendered at first discharge port or from all fast, whichever occurs first, plus 10 hours and will end counting after disconnection of discharging hoses at last discharge port.
- Time not to count:
  - On bad weather conditions.
  - When spent on new analysis requested by Seller as per Clause 15.
  - If due to unsatisfactory performance of the vessel during discharge
  - As result of force majeure.



- In case the discharge time exceeded (36 hrs + 10 hrs – time not to count) the buyer has to pay the demurrage claim for the time exceeded as per the Demurrage Clause of his contract.

### **Notifications**

Bill of lading date for the cargo should be communicated to Buyer by fax and email to [operations-oilinst@dgo.gov.lb](mailto:operations-oilinst@dgo.gov.lb) and [tenders-oilinst@dgo.gov.lb](mailto:tenders-oilinst@dgo.gov.lb) sent latest on the next working day (in country of loading) immediately following B/L date, at 12.00 hrs noon time (country of loading time).

This notification shall also include:

- quantity loaded
- approximate price per metric ton based on the last publication of Platt's European Market Scan available on the date of notification
- expected time of arrival (ETA) in Lebanon
- ETA messages shall also be sent 72 / 48 / 24 / 12 hours before vessels arrival to discharging port(s).
- Any ETA variation more than 2 hours within 24 hours of arrival to discharge port should be reported to the port authority and/or receivers.

### **Nomination of vessel and special conditions**

Vessel is to be nominated by seller. Buyer's approval of the vessel shall not be unreasonably withheld. The Buyer can reject a vessel nominated but the vessel shall not be unreasonably rejected. Vessel must not be on Arab boycott list and must not be calling (or have called) at any Israeli port during her voyage

The Vessel nomination shall include the following information:

vessel name and specifications

port of loading

Laycan

approximate quantity to be loaded

estimated time of arrival to the Lebanese territorial waters

Charter-party details including daily demurrage

Certificate of Registration

Classification Records

Before start discharging and after completion of gasoline cargo, ship must open the sea chest valve to flush the cargo line by sea water for at least 45 minutes. This is to be agreed by charter party.

Seller has to submit 90 days after B/L date a Certificate issued by the carrier confirming that the vessel is not Israeli and is not calling at any Israeli ports during her voyage. And in case of late receipt of this Certificate, a penalty shall



apply from the period starting 90 days after B/L date and ending on date of remittance of document. Interests will be calculated at a rate of 9% p.a.

**Demurrage:**

Demurrage that is due on Buyer, if any, will be paid on a pro rata basis as per vessel's charter party rate to be informed to the Buyer at the time of vessel nomination, with a maximum of US\$ 18.000 (eighteen thousand U.S. Dollars) per day.

**Pricing:**

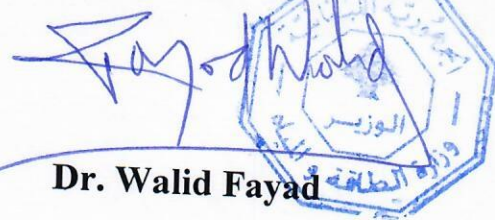
The unit price per metric ton, basis DAP at one discharge port/berth, will be equivalent to the average of the mean of Twenty One Quotations for Prem Unl 10 ppm as published in Platt's European Market scan of Mediterranean cargoes under the heading "FOB Med (Italy)" being the B/L date, **10 consecutive quotations preceding B/L date and Ten consecutive quotations** following B/L date (or eleven consecutive quotations following B/L date if no quotation is available on B/L date) plus a premium/minus a discount of US \$/MT.....

In case Buyer requests discharge at a second additional port/berth, the unit price of the bid will **be increased by US \$ 0.5 per metric ton.**

**Award of Prompt Cargo(es):**

Lowest bid proposal meeting best requirements conditions

**Minister of Energy and Water**



**Dr. Walid Fayad**

**N.B.:**-Terminal requirements are attached  
- Letter of credit format are attached

**OIL INSTALLATIONS IN TRIPOLI**  
**TERMINAL REQUIREMENTS FOR PRODUCT DELIVERY VESSEL**

1. The discharge berth is an open sea berth. C.B.M.
2. Vessel to be able to keep 25% of its deadweight as ballast and be ready to move under her own power at all times.
3. Vessel's length not to be less than **600 Feet**.
4. Vessel to be equipped with centrifugal pumps capable of maintaining a steady manifold ship's pressure of **120 PSI (8,4 KGS / CM2)**
5. Maximum draught loaded **60 Feet**.
6. Seven tons derrick SWL.
7. Eight mooring ropes **120 fathoms each**.
8. Port and starboard anchors to have a minimum of ten shackles each.
9. Midship connections (**Portside 1 x 12 " inch 150 ASA**).
10. Pumping is against a head of **300 Feet**.
11. Cargoes loaded on top of slops are not acceptable and an appropriate Dry and Clean Certificate to be issued by loading terminal.



الجمهورية اللبنانية  
وزارة الطاقة والمياه

## OIL INSTALLATIONS IN ZAHRANI ZAHRANI PORT REGULATIONS

Zahrani Terminal is an open sea berth; only one berth in operation.  
Berth # 2; only Motor Tankers are accepted.

### TANKERS SIZES & CARGO LIMITATIONS

#### **Winter Season: (From November 15 Till April 30)**

Tankers arriving to Oil Installations in Zahrani to Discharge its Cargo, Their D.W.T. Must Not Exceed 80.000 Tons & Carrying a Maximum Cargo of 50.000 Tons .

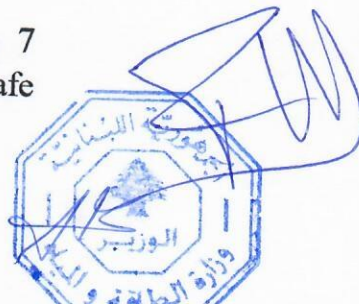
- a ) Maximum Draft on Her Arrival 38 Feet Even keel .
- b) Tanker's Manifold must be located at a Distance Not Exceeding 435 Feet from the Stern.

#### **Summer Season: ( from May 1 Till November 15 )**

Tankers Arrive to Oil Installations in Zahrani discharge its Cargo. Their D.W.T. Maximum 100.000 Tons & carrying a Maximum Cargo of 60.000 Tons. Also Maximum 40 Feet even keel.

### TANKERS REQUIREMENTS

- 1) Tankers Must Have S.B.T. (Segregated Ballast Tank )  
Or she Can Discharge Her Cargo & Take Ballast Simultaneously Without Any Contamination. As Per IMO Regulation, Quantity of Ballast 1/3 of her Deadweight.
- 2) Tankers Over 60.000 Tons, Must Have 12 European Anchors on Each Bow.
- 3) Tanker Must Have on Her Port Side Manifold a 10 Tons Derrick .
- 4) Connection on port Side Manifold one Hose Diameter 12 Inch A.S.A.
- 5) The Vessel Must Have Enough Deckcrew (Minimum 7 Seamen ) to Handle & Fasten The Tanker in a proper & Safe Manner .



- 6) Tankers Must Be Equipped With Centrifugal Pumps & to Reach a Pressure At Ship's Manifold of 7.5 KG/ Cm<sup>2</sup> During Unloading Operation .
- 7) Tankers Carrying Fuel Oil Cargo Must be Able to Heat Up The Cargo To a Temperature Between 125 F (50 C) & 150 F (65 C) Maximum.
- 8) Reciprocated Pumps Are Rejected > During This Operation May Cause The Hoses To Float & Buckle.

### ZAHRANI MOORING SYSTEM

Refer to The sketch attached To The Port Regulations:

Berth #2 IS An open Sea Berth .It IS AN M.B.M. ( Multiple Buoys Mooring ) 7 Cylindrical Buoys .

Tankers Must Be Equipped With The Following Mooring Systems.

- 1) A winch in Front of The Bridge Aft To Heave Up No. 1 & 7 Mooring Ropes which Are The Beam Ropes .
- 2) Must have Minimum (12) Good Ropes, Proper Size & Standard Length 120 Fathoms Each.
- 3) Poop Mooring
  - a) 2 Winches with Wires
  - b) 5 Bitts

#### N.B.

- 1) No Overage Tankers are accepted At Z .O. Inst Tankers Over 20 Years are rejected.
- 2) No **O.B.O.** (Oil Bulk Ore) Accepted At Z .O. Inst .





Letter Of Credit

- Opening Bank: Banque du Liban

**Receiver Bank ( Confirming Bank):** As advised by BDL.

**Advising Bank:** .....

**Swift Code:** .....

**IBAN:** .....

**Favour:**.....

**Address:** .....

**Plot No.:** .....

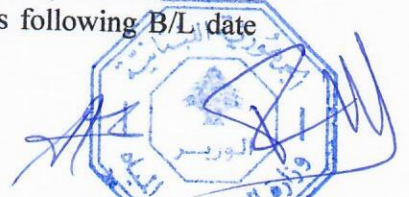
- Date and place of expiry: .../.../2022, (as advised by BDL)
- Beneficiaries: .....
- For an amount not exceeding USD
- Available with (as Advised by BDL) at sight.
- Loading on board M/T "TBN" or substitute from any port.
- For delivery to one or more ports/berths in Lebanon.
- Latest date of first delivery in Lebanon (NOR Tendered): .../..../2022.
- Description of goods: **about** ..... **Metric tons** (i.e. up to 10% more or less) of Gasoline 95 RON according to the following specifications:

PROPERTY	Limits	ASTM Method
Research Octane Number	Min 95	D-2699
Motor Octane Method	Min 85	D-2700
Lead g/L	Max 0.013	D-3237
Benzene %v/v	Max 5%	D-3606 or 5580
Methanol %v/v	Max 3%	D-4815
MTBE %v/v	Max 10%	D-4815
Total Organic Oxygen %m/m	Max 2.5%	Calculated



Sulfur %m/m	<b>Max 0.05</b>	D-4294
Distillation at 760 mm Hg, evaporated At 70 °C, %v/v At 100°C, %v/v At 180 °C, %v/v Final Boiling point, °C Residue %v/v	<b>Min 10</b> <b>40-70</b> <b>Min 85</b> <b>Max 215</b> <b>Max 2.0</b>	D-86
Reid vapor pressure at 37.8 °C, kPa	<b>Max 80</b>	D-4953
Copper corrosion strip ( 3 hrs @ 50°C)	<b>Max 1</b>	D-130
Existent gum, mg/100ml	<b>Max 5</b>	D-381
Oxidation Stability, minutes	<b>Min 360</b>	D-525
Color	<b>Light green</b>	Visual
Density at 15 °C, Kg/L	<b>0.730-0.780</b>	D-4052

- At a unit price per metric tons **DAP** at one or more than one safe port(s)/berth in Lebanon equivalent to the average of the means of twenty one quotations for **Prem Unl 10ppm** as published in Platt's European Marketscan under the heading "FOB Med (Italy)" being B/L date, ten consecutive quotations preceding B/L date and ten consecutive quotations following B/L date (or eleven consecutive quotations following B/L date if no quotation is available on B/L date **plus a premium of US \$ .....** per metric ton, **as per outturn quantity net in air received in shore tanks.**  
As per **Incoterms 2010** and subsequent amendments, unless otherwise agreed upon.
- In case Buyer requests discharge at one additional port/berth, over and above the first discharge port, the unit price of the bid will be increased by USD 0.5 per metric ton.
- In case the actual density at 15 deg C is different from **0.755 (755 kg/m<sup>3</sup>)**, the final price (FP), will **escalate/de-escalate** with the actual density at 15 deg C against the reference density of 0.755 (**air/air or vac/vac**) at 15 deg C, always consistent with net quantity received.  
i.e.  $FP = (0.755/\text{actual density}) \times (\text{average 21 platt's quotations as above} + \text{premium})$   
As per **Incoterms 2010** and subsequent amendments, unless otherwise agreed upon.  
**Reference contract .....** M/T dated **...../...../2021.**
- Partial deliveries are allowed.
- Documents required:
  1. Commercial invoice in one original and five copies duly signed bearing the following statement: "we certify that this invoice is authentic and the only one issued by us for the goods described herein, that it shows their exact value without any deduction or advance payment, and that their origin is ..."  
A copy of the Platt's European Marketscan publication for Prem Unl 10ppm under the heading "FOB Med Italy" showing the quotation on B/L date, ten consecutive quotations preceding B/L date and ten consecutive quotations following B/L date



(or eleven consecutive quotations following B/L date if no quotation is available on B/L date) must be attached to the invoice.

2. Certificate of origin issued or countersigned by the Chamber of Commerce or ATR **Certificate or EUR-1 Certificate.**
3. Full set of original Bill of lading, showing notation "clean on board", duly dated and signed by the master or his agent, endorsed to the order of "The Ministry of Energy and Water – Tripoli and Zahrani Oil installations - Lebanon", marked "freight prepaid". Charter party B/L is acceptable. B/L marked "freight payable as per charter party" is acceptable.
4. Time sheet (or "Statement of facts") issued at port of loading duly signed and stamped by the master of the vessel and an independent inspection company at port of loading.
5. Report issued by the independent inspection company (or companies) assigned by the Ministry of Energy and Water – Tripoli and Zahrani Oil Installations confirming that the goods are in accordance with the specifications mentioned in this letter of credit and 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). **If one or more tests are not available in Tripoli and/or Zahrani Oil Installations Laboratories, it should be indicated as Not Available.**

**In case documents number 2, 3 and 4 are not available at time of negotiation of documents, Beneficiary shall present a copy of document No. 1 (Email/Fax/Photocopy acceptable), A copy of document No.3 (Non-Negotiable/Non-Endorsed copy is acceptable, Email/Fax/Photocopy acceptable) and a copy of Document No.5 (Email/Fax/ Photocopy acceptable) together with a letter of indemnity (Email/ Fax/ Photocopy acceptable) worded as follows:**

**QUOTE**

**To: Ministry of Energy and Water – Tripoli and Zahrani Oil Installations, Beirut, Lebanon**

**Ref: Bid Agreement Number ... dated ... signed between .... and The Ministry of Energy and Water – Tripoli and Zahrani Oil Installations, Beirut, Lebanon**

We, ..... (name & address), referring to a cargo of ... MT of Gasoline 95 RON loaded on board vessel ... pursuant to Bill of lading number .... dated .... and delivered to Lebanon hereby expressly warrant that we have marketable title to the goods, and that we have the full right and authority to transfer such title to you and to effect delivery of the said cargo and to protect, indemnify and hold you harmless from any and all damages, costs and expenses (including reasonable Attorney fees) which you may suffer by reason of the Bills of Lading and other shipping documents remaining outstanding, including but not limited to, any claims and demands which may be made by a holder or transferee of the original Bills of Lading and other original shipping documents or by any third party claiming an interest in the cargo or the proceeds thereof.



*And hereby irrevocably undertake to remit directly to the Ministry of Energy & Water – Tripoli & Zahrani Oil Installations, latest 90 days after B/L date, the following documents:*

1. *Certificate of origin issued or countersigned by the Chamber of Commerce or ATR Certificate or EUR-1 Certificate.*
2. *Full set of original Bill of lading, showing notation “clean on board”, duly dated and signed by the master or his agent, endorsed to the order of “The Ministry of Energy and Water – Tripoli and Zahrani Oil Installations - Lebanon”, marked “freight prepaid”. Charter party B/L is acceptable. B/L marked “freight payable as per charter party” is acceptable.*
3. *Time sheet (or “Statement of facts”) issued at port of loading duly signed and stamped by the master of the vessel and an independent inspection company at port of loading.*

*In case the documents 1 and 2 are 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 actual date of payment of the said amount and ending on date of remittance of the documents listed above. Interests will be calculated at a rate of 9% p.a.*

*In case the document 3 is 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, from the period starting 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.*

*Date and signature  
(The beneficiaries)*

**UNQUOTE**

Additional conditions

- Stamp fees of 0.4% will be deducted from each amount paid by the means of this letter of credit.
- B/L(s) showing Port of discharge/destination/delivery other than Lebanon are acceptable.
- Insurance: covered by beneficiaries
- Except as otherwise herein stated, all documents must be issued at least in one original and one copy.
- Transport documents showing a name of third party as shipper are acceptable.
- Any alteration or correction of whatsoever nature on any of the documents required under this credit must bear an authentication stamp on the same signatory of the document and such authentication must indicate the following words “correction approved”, the name of the signatory, the name of the issuer and then the signature of the signatory/issuer.
- The value of the letter of credit shall increase or decrease in accordance with the Platt’s quotations fluctuation by way of a further amendment to this L/C and to be advised by “Banque du Liban” – Beirut if and when amendment is received by them.
- The letter of credit is irrevocable **and confirmed**.



- Documents presented later than 21 days after B/L date but within L/C validity are acceptable.
- Report issued by the independent inspection company (or companies) assigned by the Ministry of Energy and Water-Tripoli and Zahrani Oil Installations showing the result of one or more tests as " N/A " is acceptable.
- Transport Documents evidencing different port of Discharge or destination are acceptable.
- Any presentable document showing quantity different from the bill of lading is acceptable without discrepancy.
- Partial and multiple drawings / shipments are acceptable.
- Confirmations Instructions: CONFIRM.
- All bank charges and commissions of opening bank are for openers account. All other bank charges and commissions outside Lebanon including confirmation charges, if any, are for beneficiaries account.
- Except as otherwise herein expressly indicated, this documentary credit is subject to the ICC UCP for Documentary Credits, 2010 Revision "UCP600" and ISBP No. 745E, 2013 Revision for UCP 600.

As collateral, we authorize you to debit our LB account number 0101725061121 IBAN: LB29 0999 0000 0001 0017 2506 1121 held in your books to cover the credit amount and all your charges incurred.

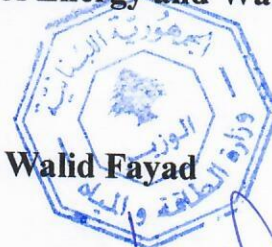
**Information to Banque du Liban not forming an integral part of the issuance of the credit:**

Trade register number of the beneficiary in

**Minister of Energy and Water**

*Handwritten signature*

**Dr. Walid Fayad**



*Large handwritten signature in blue ink*