

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

**الجمهورية اللبنانية
وزارة الطاقة والمياه
المديرية العامة للنفط
الوزير**

Clarification Announcement for the Public Tender published as per the announcement No. 145/T/2 dated 28/11/2025, and the tender document No. 145/T/1 dated 28/11/2025, As per memorandum No. 4/P.P.A/2022, issued by Chairman of Public Procurement Authority on 19/08/2022.

إعلان يوضح للمناقصة العمومية المنشورة بموجب الإعلان رقم ٢/١٤٥ تاريخ ٢٠٢٥/١١/٢٨ موضوع دفتر الشروط رقم ١/١٤٥ تاريخ ٢٠٢٥/١١/٢٨، عملاً بالمذكرة رقم ٤-هـ.ش.ع.، الصادرة عن رئيس هيئة الشراء العام بتاريخ ١٩/٠٨/٢٠٢٢.

Buyer's Name	Ministry of Energy and Water- Directorate General of Oil	وزارة الطاقة والمياه- المديرية العامة للنفط	اسم الجهة الشارية
Buyer's Address	Beirut ,Corniche El Nahr, Ministry of Energy and Water Building, Second Floor.	بيروت، كورنيش النهر، مبنى وزارة الطاقة والمياه، الطابق الثاني.	عنوان الجهة الشارية

Information About the Deal معلومات عن الصفقة

Registration number	145/T/ ٥ Dated ١٧ DEC 2025	٢٠٢٥/١٧ تاریخ ١٤٥ رقم التسجيل																																												
Title of the Deal	Supplying a quantity of gas oil during the months of February, March, April, May, and June/2026 for Electricite Du Liban needs.	توريد كمية من مادة الغاز أويل خلال الأشهر شباط، آذار، نيسان، أيار، وحزيران/٢٠٢٦، تلبية لحاجات مؤسسة كهرباء لبنان.																																												
Description of the Deal	Supplying a quantity of /275,000/ MT +/- 5 % of gas oil product during the months of February, March, April, May, and June/2026 in ten lots to be delivered DAP (Delivery At Place) one or more safe port(s)/ berth(s) Lebanon, during the following delivery laycans:	توريد كمية حوالي /٢٧٥,٠٠٠/ طن متري +/- 5 % من مادة الغاز أويل خلال الأشهر شباط، آذار، نيسان، أيار، وحزيران/٢٠٢٦، على عشرة أقسام ليتم تسليمها DAP (التسليم في المكان) في واحد أو أكثر من المرافق/ المصبات الآمنة في لبنان، خلال فترات التسليم التالية:																																												
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	-According to the terms and conditions and appendices of the Tender Document ref. No. 145/T/1 dated 28/11/2025 and the announcement No. 145/T/2 dated 28/11/2025 subject of this Public Tender.	وذلك وفقاً لأحكام وبنود وملحقات دفتر شروط رقم ١/١٤٥ تاريخ ٢٠٢٥/١١/٢٨، والإعلان رقم ٢/١٤٥ تاريخ ٢٠٢٥/١١/٢٨ موضوع المناقصة العمومية هذه.																																												

وصف الصفقة

Clarifications	إيضاحات
Clarification Request No. (1): Performance Bond (Clause 18): Clause 18 of the Purchase Contract Template refers to the requirement for the Seller to provide a performance bond; however, the clause does not specify the applicable amount or a clear basis for its calculation., we request clarification on whether the performance bond is intended to secure the Seller's obligations in respect of the entire awarded tender volume and overall contract duration, or operate as a revolving guarantee securing performance in relation to each individual monthly deliveries carried out under the contract.	
Ministry of Energy and Water Clarification No. (1): We clarify that the performance bond is intended to secure the Seller's obligations in respect <i>of the entire awarded tender volume and overall contract duration, and it does not operate as a revolving guarantee securing performance in relation to each individual monthly deliveries carried out under the contract</i> , as it's calculation basis is clear as mentioned in clause 18: Performance Bond, of the Purchase Contract Template, which states the following: ▪ <i>Seller presents to Buyer upon signature of this contract a performance bond in U.S. Dollars amounting to /10% (ten percent) of the amount of the whole cargo (cargoes) subject of this public tender, as a guarantee for the execution of his obligations stipulated in this contract.</i> ▪ <i>The ten percent of the amount of the product is to be calculated on the basis of:</i> <i>(Quantity * Average price per metric ton of fuel oil according to Platts FOB MED (Italy) for the month that precedes the offers unsealing session + awarded premium or minus a premium) * 10 %.</i>	
For Gas Oil: <i>The average price per metric ton will be equal to: The average of all the means of the high and the low quotations for (Gas oil 0.1 %) as published in Platts European Marketscan under the Heading “FOB Med (Italy)”.</i>	
Clarification Request No. (2): Stamp Duty and Taxes (Clause 19): Clause 19 provides that stamp duty and related taxes arising from the contract shall be borne by the Seller but does not specify the timing or calculation basis of such charges. We kindly request confirmation as to whether stamp duty is payable upon execution of the contract or in connection with subsequent delivery; and whether such stamp duty and taxes are assessed on the aggregate estimated contract value or apply only in relation to individual monthly deliveries.	
Ministry of Energy and Water Clarification No. (2): Clause 19 provides that stamp duty and related taxes arising from the contract shall be borne by the Seller and specifies the timing or calculation basis of such charges, especially that it states the following: ▪ All taxes, royalties and duties legally imposed or levied on this contract signature and implementation in Lebanon shall be totally for the account of the Seller, including the Added Value Tax if applicable, <u>and the stamp fees</u> : - <i>0.004 (4 per thousand) of the estimated value of the contract quantity increased by its percentage tolerance x (that is multiplied by) price based on latest Platt's quotation available, payable on the registration of the bid (that is the signed contract) at the Lebanese Ministry of Finance within 5 working days following signature and the difference in this fee will be reimbursed based on the total amount of the actual final invoices, if necessary.</i> - <i>0.004 (4 per thousand) of the actual final amount of the invoice(s) to be deducted from the pertinent letter of credit.</i>	
You can view the tender document for the deal via the central electronic platform of the Public Procurement Authority ppa.gov.lb For more information, you can, at any time, review the Public Procurement Unit at the purchasing entity by contacting the employees of the Directorate General of oil via e-mail: dgo@energyandwater.gov.lb	يمكنكم الاطلاع على دفتر الشروط الخاص بالصفقة عبر المنصة الإلكترونية المركزية لدى هيئة الشراء العام ppa.gov.lb والمزيد من المعلومات يمكنكم في أي وقت مراجعة وحدة الشراء العام في الجهة الشارية عبر التواصل مع موظفي المديرية العامة للنفط عبر البريد الإلكتروني: dgo@energyandwater.gov.lb
Minister of Energy and Water Joseph Saddi	وزير الطاقة والمياه جوزيف الصدي