

**Announcement**  
**Ministry of Oil/ Oil Marketing Company (SOMO)**  
**Public Announcement No. (MP/Gasoline/2026/I/S/7)**  
**For Gasoline Supply CIF Khor Al-Zubair Terminal**

SOMO, as one of the Iraqi Ministry of Oil formations, is pleased to invite companies to bid for the supply of Gasoline CIF Khor Al-Zubair Terminal. Interested reputable parties are invited to submit their bids according to the following: -

**1- Quality:**

A) According to the following guaranteed specifications: -

| Tests  | Specifications                              | Test Method                |
|--|---|----------------------------|
| Appearance   | Clear & bright                              | ————                       |
| Distilled @ 100 C° Vol.% Min.  | 30  | ASTM-D-86                  |
| Distilled @ 145 C° Vol.% Min.  | 70  | ASTM-D-86                  |
| Final Boiling Point C° Max.  | 210   | ASTM-D-86                  |
| Residue Vol.% Max.   | 2   | ASTM-D-86                  |
| Octane No. (research) Min.   | 95  | ASTM-D-2699                |
| Sulfur content ppm Max.  | 50  | ASTM-D-4294<br>ASTM-D-5453 |
| Existent Gum (mg/100ml) Max.   | 5.0   | ASTM-D-381                 |
| Corrosion (copper strip) Max.  | 1   | ASTM-D-130                 |
| Lead content (g pb/l) Max.   | Nil   | ASTM-D-3237                |
| Aromatics Content Vol.% Max.   | 35  | ASTM-D-6730                |
| Olefins Content Vol.% Max.   | 18  | ASTM-D-6730                |
| Benzene content (Vol.%) Max.   | 1.0   | ASTM-D-6277                |
| R.V.P. @ 37.8 C° (Kg/cm <sup>2</sup> )   | Summer* 0.45 – 0.60<br>Winter** 0.50 – 0.80 | ASTM-D-323<br>ASTM-D-5191  |
| Density (g/cm <sup>3</sup> ) @ 15 C°   | 0.710 – 0.775                               | ASTM-D-1298<br>ASTM-D-4052 |
| Oxygen content wt.% max  | 3.7   | ————                       |
| Oxidation stability, Induction period (minute) Min.  | 360   | ASTM-D-525                 |
| MTBE and/or ETBE and/or Ethanol (Vol.%) Max.   | 10%   | ASTM-D-5845                |
| Methanol Vol.% Max.  | Nil   | ASTM-D-5845                |
| Free water   | Nil   | ————                       |
| Dissolved Water ppm (Max)  | 50  | Karl Fisher<br>ASTM-D-6304 |
| <b>Note:</b> N.V=G.V-W (N.V. "net volume" , G.V. "gross volume", W. "dissolved & accumulated water") |   |                            |

\*\* Winter Months are (November, December, January, February, and March).

\* The rest are the summer months.

**B)** If the amount of dissolved water is found by the Buyer's laboratories to be deviated more than 50 ppm up to 1500 ppm, the quantity of water shall be deducted from the total quantity, and the Buyer has the right to reject the said cargo if the deviation is found to be more than 1500 ppm and the clause (10-Off-Spec product) should be applied accordingly.

C) The Buyer has the right to reject any cargo containing (MMT and TAME) or other additives which not stipulated in paragraph (A), and above the clause (10-Off-Spec product) should be applied accordingly.

D) The product must be free from impurities, contaminants, and suspended materials.

## 2- **Quantity:**

A) Total quantity shall be around (112,000) M.T. ( $\pm 10\%$  Operational Tolerance), and should be divided into (3) Cargoes. The first cargo shall be around (37,500  $\pm 10\%$ ) M.T. and the first Laycan date will be at the fifth day after contract signing date.

B) The Seller undertakes to commence supply of the awarded quantity as of the effectiveness of the contract.

C) In case the Buyer is obliged, due to technical or operational constraints, to request the Seller to decrease the contractual quantity, then the decreased quantity shall be deducted from the total contractual quantity. Moreover, the Buyer shall inform the Seller of such a request within 5 days prior to the effectiveness of the said decrease.

## 3- **Duration of the contract:**

Starting from the date of signing the contract for a period of (45) days, subject to extension by mutual agreement, Such extension request shall be declared at least (5 days) prior to the expiration of the contract.

## 4- **Pricing:**

Price premium/discount of Gasoline should be quoted in USD/bbl under the basis of CIF Khor Al-Zubair Terminal based on the following formula: -

**MOPS  $\pm$  B    Where:**

**MOPS** is the average of the mean quotations for “Gasoline 95 unl” as published by S&P Global Platts Asia-Pacific/ Arab Gulf Marketscan under the heading **FOB Singapore**.

**B = Plus/Minus Premium/discount as per your bid in US\$/ bbl**

### **Note:** -

Applicable Platts quotations shall be the five published quotations around the B/L date, two preceding the B/L date, and two following the B/L date. If no quotation on B/L date then only four quotations shall apply, two immediately preceding the B/L date and two immediately following the B/L date.

In calculating the final unit price arithmetic rules for rounding to two decimal points shall be applied as follows:

- If the third decimal point is four or less than four, then such a third and/or more decimal shall be ignored.
- If the third decimal point is five or higher than five, then one digit shall be added to the second decimal point, and the rest will be ignored.

## 5- **Discharge point:**

A) CIF Khor Al-Zubair Terminal by vessels to be within Khor Al-Zubair Terminal limitations.

B) The Seller shall bear the discharge fees levied by the port authority prevailing at the time of discharge.

## **6- Payment:**

Payment shall be made within 25 calendar days from the hoses disconnection date at the discharge port(s) (hoses disconnection date to count as day **zero**), by an irrevocable documentary letter of credit covering each monthly shipment(s) quantity based on the inspector findings report upon cargo **discharge** according to the following payment procedure:

The Seller undertakes to submit to the Buyer's bank the following original shipping documents:

- Commercial Invoice, one original and three copies.
- Certificate of Origin, one original and three copies.
- Full Set of Marine / Ocean bill of lading covering a port to port shipment consigned to the order of Oil Marketing Company (SOMO)-Iraq.
- Certificate of Quality, one original and three copies.

**Credit Note to be issued and submitted by the Buyer to the bank, copied to the Seller.**

Quantity Findings Report to be issued by the nominated inspection company at KAZ terminal and to be submitted by the Seller to the bank.

Payment for each cargo quantity shall be solely based on the inspector's findings report. If payment falls on a Saturday or bank holiday, then payment shall be made on the last preceding banking day.

If payment falls on a Sunday or bank holiday in the place where payment is to be made, then payment shall be made on the next succeeding banking day.

All bank commissions and charges, both inside and outside Iraq, shall be paid by the seller.

The buyer shall open a letter of credit exclusively through the Trade Bank of Iraq.

## **7- Determination of Quality:**

- Subject to the Independent inspector's approval to the testing procedures and the findings, the Buyer's laboratories' quality findings report at KAZ terminal shall be considered as final and binding for both parties.
- Quality will be determined by testing the composite sample for each ship compartment (individually) taken on arrival of the Seller's vessel at the discharge port prior to commencement of discharge.

## **8- Determination of Quantity:**

**1-** Discharged Quantities shall be based on onshore meter reading under the following conditions:

- a- The difference between the shore meter reading and ship figure at the discharged port is within 0.25%.

- b- The shore meter quantity reading should be less than both the ship figure at discharge port and the quantity stated in the bill of lading.
  - c- The above procedure is applicable only on berths that are equipped with a flow meter system.
- 2- If the above conditions are not fulfilled, Seller (for any reason) resubmitted corrected B/L(s), and if any failure is to be distinguished in the metering system, then the discharged quantities shall be determined based on the lower value between the ship's figure and the B/L(s) of lading figures.
- 3- The actual measured density at the discharge port shall apply to the calculations of discharged quantities.

**9- Independent Inspector:**

- A) The independent inspector is the responsible body to measure the quantity and witness/ approve the quality testing at the discharge port (Khor Al-Zubair Terminal). The cost of such inspection is to be 50% on the seller's account and 50% on the Buyer's account, based on the fees specified in the contract between the SOMO and the inspection company. Therefore, payment for each cargo quantity shall be based on the inspector's findings report.
- B) The independent inspector shall attend and witness quality testing at the discharge port (Khor Al-Zubair Terminal) in order to issue his report to confirm that testing procedures are within the internationally recognized standards and to approve that the quality results are accepted within the contractual specifications. The inspector's report shall be considered as final and binding for both parties.
- C) Retest shall occur only if the independent inspector not to confirm that the testing procedure was within the internationally recognized standards.

**10- Off-Spec. Product:**

- A) The Seller undertakes to deliver a product conforming to the contractual specifications. In case the independent inspector found that all or part of the cargo was off-Spec, at KAZ Terminal, the Buyer shall have the right to reject the off-Spec quantity & the Seller shall bear all costs & damages that might result thereby. Within this context, a fine equal to **(1%)** of the value of the rejected quantity shall be paid by the Seller to the Buyer. The amount of the said fine shall be deducted from the Seller's dues or, otherwise, to be paid in cash to the Buyer's designated account; the Seller has no right to claim the fined amount under any circumstances.
- B) The Seller undertakes to immediately instruct the vessel's master to leave KAZ terminal within 12 hours from the official notification date of cargo rejection. Otherwise, the Seller shall pay to the Buyer a penalty of **USD 25000** for each day following the time limit of (12) hours from the official rejection notification letter date, and pro-rata for part of the day. The amount of the said penalty shall be deducted

from the Seller's dues or, otherwise to be paid in cash to the Buyer's designated account.

- C) Other consequences resulting thereof shall be dealt with in accordance with the Iraqi laws and regulations.
- D) In case the Buyer elected to accept the discharge of the off-spec quantity, the Seller shall accept to pay a fine (to be mutually agreed between both parties). The amount of the said fine shall be deducted from the Seller's dues or, otherwise to be paid in cash to the Buyer's designated account.

**11- Risk and Title:**

The risk and property of the product shall pass from the Seller to the Buyer when the product passes the vessel's permanent hose connection at the discharge terminal.

**12- Delivery window (Laycan):**

For the second and third cargoes, the buyer should specify a one-day laycan date. Such action should be notified to the Seller 5 days prior to the laycan date.

However, the Buyer shall have the right to defer the specified laycan date for not more than 5 days. Such deferment should be notified to the Seller 5 days prior to the initially specified laycan date. Moreover, any further deferments, if and when it is needed, shall be done on a mutual agreement basis.

**13- Ship to Ship operation (STS):-**

- 1- No STS operations shall be carried out unless agreed in an official letter by the parties (5) days prior to the original specified laycan date. Otherwise, the Buyer will reject any vessel discharge (fully or partly) loaded by STS operation, and the Seller should not claim any losses that might result from the rejection or from the delay, if and when it happens, including but not limited to any demurrage that may occur.
- 2- The Seller undertakes to provide the buyer with the shuttle vessel's tanks inspection certificates prior to loading, which indicate all tanks and lines are empty, well-drained, and dry.
- 3- Seller undertakes to provide the Buyer with the shipping documents, for the Mothership and for each of the shuttle vessels, including but not limited to the B/L(s) as issued from loading port(s) and/or from the Mothership, respectively. The said shipping documents should be submitted at the time of NOR submission.
- 4- The price of the cargo shall be considered for payment is based on the B/L of the Mothership issued from the loading port exclusively and NOT on the shuttle vessel(s) B/L.
- 5- Successive STS operations for cargo(es) are not allowable for any reason (The Seller has no right to load from a shuttle vessel to Mothership).

**14- Vessel Nomination:**

- A) The Seller undertakes to nominate one vessel only in not less than five days prior to the laycan date. Otherwise, the Buyer has the right to reject the discharge of the vessel during the laycan date, and the Seller has no right to claim any losses that might result from the

rejection or from the delay in discharge, if and when it happens, including but not limited to any demurrage that may occur.

- B)** In case the supply product by (STS) operation is agreed by the parties, the Seller should determine the name of each mothership and shuttle vessel in not less than five days from the specified laycan day. Otherwise, the Buyer has the right to reject the discharge of the vessel during the specified laycan date, and the Seller has no right to claim any losses that might result from the rejection or from the delay in discharge, if and when happens, including but not limited to any demurrage that may occur.
- C)** In case the Seller, for any reason, elected to change the nominated vessel (as per A above) or to take any action that might result in changing the B/L date, then cargo price shall be based on the lowest resulted price between the two Bill of ladings.
- D)** The Seller shall nominate a candidate vessel(s) to be acceptable by port authorities in Iraq. Each vessel's nomination to contain: -
- a. Vessel's name and any previous name
  - b. Flag and Nationality
  - c. L.O.A
  - d. Beam
  - e. Max arrival draught
  - f. Max. Dead Weight Tonnage D.W.T.
  - g. IMO registrations No.
  - h. Vessel's age:- Age of each nominated vessel should not exceed twenty years. However, if nominated vessel exceed this age, the vessel may be accepted if its last dry dock should not exceed one year and the Seller provide a valid certificate for the said vessel issued by recognized international entities as follows:-

1. International safety management (ISM).

2. International ship port security certificate (ISPS).

The above certificates are to be presented to the Buyer together with the contract and any over-age insurance to be for the Seller's account.

Each vessel shall comply with all safety regulations in force at KAZ terminal.

To avoid any discrepancies in cargo's quantity, the seller undertakes that each nominated vessel should have tanks measurement tables and its latest correction duly legalized by a reputable third party inspector on board of the vessel at KAZ terminal, **furthermore certified calibrated ullage measurement instruments should be also available on board of the vessel.**

#### **15- Notice of Readiness (NOR):**

- A)** The Master of the accepted vessel shall notify KAZ terminal by radio or by telex about his arrival in order for the port to take the necessary mooring arrangements.
- B)** The Seller shall instruct the Master to give the port, upon his arrival at KAZ terminal, by cable or radio, his NOR to discharge the cargo quantity, whether the vessel is in berth or not.
- C)** Vessel's arrival time to KAZ terminal shall be based on the time of her arrival to the anchorage area.
- D)** Arrival date is the date on which NOR has been tendered and accepted at KAZ terminal (NOR SHINC).

**E)** All shipping documents, including but not limited to the B/L, for the nominated ship should be submitted to the Buyer by the Seller at the same time when the NOR tendered for the discharge.

**16- Laytime:**

The Laytime for the discharge of Gasoline shall be as follows:

- For 10.5 meters or more draft jetties, The Laytime to be 60 hours for a vessel up to (10000) M.T. and pro-rata for more than (10000) M.T for each delivery at discharging port (KAZ terminal). Vessel's cargo shall not be less than (36000) M.T. (preferable).
  - For 10.5 meters or more draft jetties, The Laytime to be 72 hours for a vessel up to (10000) M.T. and pro-rata for more than (10000) M.T for each delivery at discharging port (KAZ terminal). Vessel's cargo shall be between 25000 M.T to 35999 M.T (subject to the Buyer's approval).
  - For 10.5 meters or more draft jetties, The Laytime to be 96 hours for a vessel up to (10000) M.T. and pro-rata for more than (10000) M.T for each delivery at discharging port (KAZ terminal). If Vessel's cargo is equal or less than (24999) M.T.
- A)** In case the vessel arrives at KAZ terminal before the agreed laycan, Laytime to start counting at (6:00) A/M local time on the agreed laycan date.
- B)** If the vessel is moored at discharge port before the agreed laycan, then laytime shall commence six (6) hours after the completion of the vessel's mooring or (00:01) hour on the commencement of discharge whichever first occurs.
- C)** In case the vessel arrives within the agreed laycan, Laytime to start counting after six (6) hours from NOR tendered by Master and accepted by KAZ terminal, whether the vessel is on mooring or not.
- D)** In case the vessel arrives at KAZ terminal after the agreed laycan, discharging will be made in accordance with the Buyer's possibilities and the Seller shall have no right to claim for any delay thereby.
- E)** Any time consumed due to the following shall not count as used laytime:-
1. Delay to the vessel in reaching or clearing her berth caused by conditions beyond the Buyer's control.
  2. Delay to the vessel during discharging, including delay due to inability of the vessel's facilities to discharge the cargo within the time allowed and generally speaking any time lost on account of the vessel.
  3. If the Seller or Owner or Master of the vessel prohibits discharging at any time.
  4. Awaiting customs and immigration clearance and pratique.
  5. Awaiting pilot or tugs, or while moving from anchorage to place of discharging or awaiting suitable tide.
  6. Cargo tanks Inspection, ullage, stripping, and line Blowing.
  7. Sampling, testing and retesting at KAZ terminal (50%).
  8. Strike, lockout, stoppage or restraint of labour.
- H)** Laytime shall cease to count when discharging hoses are disconnected after completion of discharge.

## **17- Demurrage:**

- A)** The Buyer shall pay to the Seller demurrage in USD, for time used in discharging in excess of the time allowed in accordance with clause (16) above per day, or pro-rata for part of the day as per the following:
- The Demurrage rate shall be as per Charter Party or as per any Equivalent contract to the Charter Party subject to a maximum of USD (15000) PDPR. Therefore, the Buyer shall not pay more than a cap of USD (15000) per day if the said Demurrage rate exceeds the cap limit for a Vessel equal or exceed (10000) M.T and pro-rata for a Vessel below (10000) M.T.
  - If the Vessel owned by the Seller the Demurrage rate will be USD (15000) per day for a Vessel equal or exceed (10000) M.T and pro-rata for a Vessel below (10000) M.T.
- B)** If Demurrage occurs at KAZ terminal because of breakdown of machinery or equipment of the Buyer, or because of bad weather including high temperature, the rate of Demurrage shall be reduced to one-half.
- C)** Time Log issued by KAZ terminal duly signed by authorized entities and vessel master should be the only document used to indicate date and time for demurrage calculations.
- D)** No Demurrage shall be payable if the Buyer is prevented from or delayed in discharging all or any part of the cargo for reasons of force majeure.
- E)** Demurrage claims shall be submitted within 60 (sixty) days from the date of cargo hose disconnection at KAZ terminal, full documents of the claim shall be received by the Buyer within 90 (ninety) days from such date. Claims which are submitted after said time limit shall not be considered. Full documents mean (the Seller's calculation sheet, a notice of readiness and time log issued by KAZ terminal duly signed by authority and vessel master, copy of the Charter Party or Equivalent to the Charter Party and Ownership documents of the vessel).

## **18- Penalty:**

- A)** If the Seller's vessel, loaded with the product, arrives at KAZ terminal after her accepted laycan date:
- A penalty of USD 15,000 per day shall be imposed on the Seller's vessel for the first three days of the delay and pro-rata for part of the day from the specified laycan day up to NOR tendered.
  - A penalty of USD 30,000 per day shall be imposed on the Seller's vessel for the days more than three days of the delay and pro-rata for part of the day from the laycan date up to NOR tendered.
- B)** In case the vessel does not arrive at KAZ terminal, a penalty of USD 15000 per day shall be imposed on the Seller for the days of the berth vacancy and pro-rata of the day from the specified laycan range up to next vessel's laycan range as per the Buyer's delivery schedule.
- C)** Penalties shall be imposed if the delay is proved to be directly caused by the Seller.
- D)** As the Buyer may have to compensate the rest of the nominated vessels as per the monthly discharge schedule due to the delay of the Seller's vessel, the Seller shall compensate the Buyer with demurrage amount resulted from the delay in berthing the next scheduled vessel. Such compensation shall be calculated from the next

scheduled vessel's tendered NOR or from its accepted laycan range, whichever later until the "All fast" time.

**19- Governing Law and Dispute Settlement:**

- 1- The two contracting parties shall settle in good faith any dispute arising from this contract through negotiations by their representatives of the two parties. If no agreement can be reached within a period of thirty (30) days, the two parties shall settle the dispute by way of arbitration as stated in Paragraph (2) of this article.
- 2- The arbitration board shall be composed of three members; each contracting party shall select one member. The two selected arbitrators shall together select an umpire to be the president of the board. If the two parties fail to select the arbitrators in the manner shown above within a period of three (3) months, the members of the arbitration board shall be appointed in accordance with the rules of arbitration of the International Chamber of Commerce, and the arbitration place shall be Baghdad. If either party is not satisfied with the arbitrator's decision, the lawsuit shall be filed in Iraqi courts according to Iraqi effective laws.

**20- Assignment:**

Neither the Buyer nor the Seller shall have the right to assign part or all of the contract obligations and their rights to a third party.

**21- Anti-Corruption:**

The second party (Seller) (including his/her employees and any other parties related to the second party (Seller) or the relevant contract and its amendments and addendums or extension) commits not to offer or give to any of the first party (Buyer) employee any gift or advantage regardless it leads or not to make that employee acts or refrains from acting in a way that constitutes a failing to perform duties. This applies regardless whether the advantage is offered directly or through an intermediary. If the second party (Seller) fails to comply with such commitment, the first party (Buyer) will take legal measures in place.

**22- Special Clauses:**

- A) The Seller bears costs and losses incurred by the Buyer due to having to buy cargo(es) to fill the shortage of product in the domestic market as a result of the delay or non-arrival of the Seller's vessel(s).
- B) The contract liquidation shall be made at the end of contract period after receipt of the certificate issued by the Department of retirement and the certificate should be issued by the General Commission of Taxes to support the integrity of the tax position based on the instructions of tax settling accounts No. (2) for the year 2008 for contracts between the Iraqi and foreign companies and amendment No.(1) for the year 2014 first party is not responsible of the period of time it takes for the General Tax Authority to complete procedures to provide the second party clearance of responsibility.

- C) Any Governmental debts incurred or to be incurred by the Seller to the Government of Iraq or any of its bodies including but not limited to Oil Marketing Company (SOMO) under this contract or any other contract shall be obtained on the basis of the Iraqi Law No. (56)/1977 regarding the collecting of debts which are due to the Iraqi Government debts.
- D) Cargo(es) loaded (fully or partly) by documents issued from Russian ports will be rejected, and this tender clauses will be applied.
- E) The official letters issued by the Oil Marketing Company (SOMO) and email correspondence, in the event of delay or breach in contract execution, shall be deemed formal notices without the need for a warning to be issued through the Notary Public.
- F) Seller shall allocate a one – time payment of ten million Iraqi dinars (IQD 10,000,000), or its equivalent in U.S. dollars to support afforestation initiatives within the governorate where the contract is being implemented, in accordance with applicable governmental directives.
- G) To expedite the contract’s effectiveness and ensure the agreed contractual quantity for the buyer, Both the buyer and the seller agree that this contract be signed and sent via email. The contract shall be considered valid and binding upon the receipt of the signed copies via email by both parties.

### **23- SANCTIONS**

1. Each party represents warrants and covenants to the other party that (i) no part of the proceeds from the Contract will be used for the benefit of any Sanctioned Entity or will otherwise be used directly or indirectly in connection with any investment in, or any transactions or dealings with, any Sanctioned Entity or otherwise in violation of Sanctions and (ii) the Gasoline was not acquired from a Sanctioned Entity or will be bought from, or have as its final destination, any Sanctioned Entity.
2. In the event of a breach of any of the representations and warranties above, the party in breach shall fully indemnify (on and after-tax basis), protect, defend and hold harmless the other party and its Affiliates, officers, directors, agents and employees from and against all claims, losses and liabilities attributable to any such breach.
3. If at any time during the performance of this Contract, either party becomes aware that the other party is in breach of the above representations and warranties (either resulting from action or omission), such party may immediately suspend the affected performance obligation, and, also, shall be entitled to terminate the Contract with immediate effect on written notice to the other party. Any payment obligation which has been incurred but not yet paid shall be suspended until payment would no longer violate the terms of the present Contract or be prohibited by such Sanctions.

For this Article 26, "Sanctions" shall mean any sanction, regulation, statute, official embargo measures or any "specially designated nationals" or "blocked persons" lists, or any equivalent lists maintained and imposed by the relevant bodies and organizations of the United Nations, the European Union, the United States or any other jurisdiction applicable to a party. "Sanctioned Entity" shall mean any entity,

being an individual, corporation, company, vessel, association or government, who or which is the object of Sanctions.

**25- Bids Submission:**

- Please be advised that your bids should be sent exclusively to the following email:  
**import.bids@somooil.gov.iq.**

**26- Bids Submission Deadline:**

Your bids are required to be submitted latest by June 2<sup>nd</sup> 2026 no later than 12:00 pm BGD (GMT+3). Furthermore, your bids to be valid for (20) twenty days from our invitation closing date.