

**EXPRESSION OF INTEREST (EOI)**

**PRE-QUALIFICATION OF TECHNICAL AND COMMERCIAL CONSULTANCY  
SERVICES**

Tender No. PLL/EOI/TCS/01

**Submission of proposal**

Office of Pakistan LNG Limited (PLL)

Deadline: 1600 hours (PST), 09 September 2021

**Opening of proposal**

Office of Pakistan LNG Limited (PLL)

Time & Date: 1630 hours (PST), 09 September 2021



**HEAD OF HR & ADMN**

Pakistan LNG Limited

9<sup>th</sup> Floor Petroleum House, Ataturk Avenue, G-5/2, Islamabad

Phone no: +92 (51) 9216901

Facsimile: +92 (51) 9216902

Email: [info@paklng.com](mailto:info@paklng.com)

Website: [www.paklng.com](http://www.paklng.com)

**Table of Contents**

SECTION – 1 LETTER OF INVITATION

SECTION – 2 INSTRUCTIONS TO CONSULTANTS (APPLICANTS)

SECTION – 3 EVALUATION

SECTION – 4 TERMS OF REFERENCE (CONTRACT FORM)

**PRE-QUALIFICATION OF TECHNICAL AND COMMERCIAL CONSULTANCY SERVICES**

The Expression of Interest (EOI) document comprises the following:

- i. Section – 1 Letter of Invitation
- ii. Section – 2 Instructions to Consultants (Applicants)
- iii. Section – 3 Evaluation
- iv. Section – 4 Terms of Reference (Contract Form)

**SECTION-1 (LETTER OF INVITATION)**

PLL is a public sector entity, incorporated in Pakistan and operates under the administrative control of the Ministry of Energy (Petroleum Division), Government of Pakistan (GOP). It is a wholly owned subsidiary of Government Holdings Private Limited (GHPL). PLL has been mandated by the GOP to carry out the business of importing, buying, storing, supplying, distributing, transporting, transmitting, processing, measuring, metering and selling of natural gas, LNG and re-gasified LNG. In this capacity, PLL will procure LNG from international markets and enter into onward arrangements for supply of gas to end users, thereby managing the supply chain of LNG from procurement to end users.

PLL intends to hire experienced international/local consultants/consultancy firms for provision of technical and commercial consultancy for which sealed proposals/bids are being sought. The consultant/consultancy firm (bidder) shall have adequate experience and comprehensive knowledge of the LNG value chain with following expertise:

- LNG Market Analysis and Data Analytics
- LNG/RLNG/Natural gas measurement consultancy services
- LNG Terminals design review and construction supervision
- Multiuser LNG Terminals Contracts
- Review of LNG supply offers/bids/proposals and related Contracts
- Oil & Gas Projects Feasibility/Pre-feasibility studies
- Allied Services (LNG related only)

Prequalification documents, containing detailed terms and conditions are available at PLL's office located at 9<sup>th</sup> floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad. Pakistan.

The proposals, prepared in accordance with the instructions provided in the prequalification documents, must reach PLL on or before 1600 hours (PST), 09 September 2021. Proposals will be opened the same day at 1630 hours. This advertisement is also available on PLL's website [www.paklng.com](http://www.paklng.com) as well as PPRA's website at [www.ppra.org.pk](http://www.ppra.org.pk).

**SECTION-2 (INSTRUCTIONS TO APPLICANTS)**

1. Applicants are required to submit their applications in sealed envelope. The package shall be clearly marked as “PRE-QUALIFICATION PROPOSAL FOR TECHNICAL AND COMMERCIAL CONSULTANCY SERVICES” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the Applicant.
2. Applicants are required to provide the profile of key team members highlighting their qualification & experience for evaluation purposes.
3. The Applicants are required to submit a detailed statement of qualifications, firm/company profile to comply with the Evaluation Criteria. The Applicants are required to disclose conflict of interest, if any, and seek approval of PLL in case of any such conflict arises in future.
4. The Applicants are required to quote their hourly rate for estimation of cost of services. The hourly rate does not have any impact of pre-qualification.
5. The Applicants shall bear all costs/expenses associated with the preparation and submission of the applications and PLL shall in no case be responsible/liable for those costs/expenses.
6. Each Applicant shall submit only one application (directly or indirectly), multiple application submissions shall render the Applicant disqualified.
7. PLL may, at any time prior to the deadline for submission of the Pre-Qualification applications, on its own initiative or in response to a clarification requested by the Applicant(s), amend the Pre-Qualification Documents, on any account, for any reason. All amendment(s) shall be part of the Pre-Qualification Document(s) and binding on the Applicant(s). PLL shall notify the amendment(s) in writing within reasonable time prior to the application submission date.
8. PLL may, at its exclusive discretion extend the deadline for the submission of the pre-qualification applications in which case all rights and obligations of PLL and the Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.
9. PLL may, at its exclusive discretion, terminate this pre-qualification process at any stage without incurring any liability whatsoever and without assigning any reason or having to owe any explanation whatsoever, consistent with Public Procurement Rules, 2004 and Procurement of Consultancy Services Regulations, 2010 of Pakistan.
10. The Applicant(s) may, by written notice served to PLL, modify or withdraw their applications after submission, but prior to the deadline for submission of the applications.
11. The language of the applications shall be English. Any printed literature furnished by the Applicant(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
12. The Application(s) may be rejected if:
  - a. The envelope of application at the time of submission is un-sealed;
  - b. The application is submitted after the deadline for submission.
13. Applications are to be submitted at, PLL’s Office on or before, 1600 hours (PST), 09 September 2021. Any applications received by PLL after the deadline for submission of application(s) may be returned unopened to such Applicant(s). Delays in the mail/courier, delays of person in transit, or delivery of an application to the wrong office shall not be accepted as an excuse for failure to deliver an application at the proper place and time. It shall be the Applicant’s responsibility to determine the manner in which timely delivery of their Application will be accomplished either in person, by messenger or by postal mail / courier.

14. Applications will be opened on same day at 1630 hours. In case the day of application submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same.
15. Prospective Bidders may request a clarification on any aspect of this RFP till bid submission deadline (1600 hours (PST), 09 September 2021). Any request for clarification must be sent in writing or through email to:

**HEAD OF HR & ADMN**

Pakistan LNG Limited

9<sup>th</sup> Floor Petroleum House, Ataturk Avenue, G-5/2, Islamabad

Phone no: +92 (51) 9216901

Facsimile: +92 (51) 9216902

Email: info@paklng.com

16. The bidders shall comply with all local laws of Islamic Republic of Pakistan.
17. PLL does not accept:
  - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the Applicant or its advisers during the Bidding process and responses to requests for information/clarification and questions raised by a Bidder ("**Relevant Information**"); or
  - b) any liability for any loss or damage suffered or incurred by the Applicant or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the Relevant Information or its accuracy, completeness, currency or reliability.
18. The Bidder agrees that:
  - a) it will conduct its own investigation and analysis regarding any information, statements or representations contained in the Relevant Information and will rely on its own enquiries and seek appropriate professional advice;
  - b) it does not rely on any representation or warranty (express or implied) by PLL as to the accuracy, completeness, currency or reliability of the Relevant Information; and
  - c) should it be successfully pre-qualified, it will sign the contract in the form envisaged in Section 4, below (subject to any agreed modifications).

**SECTION-3 (EVALUATIONS)**

1. The applications shall be opened at the specified time and place in presence of the authorized representatives of the applicants who chose to attend.
2. The Pre-Qualification Committee shall evaluate the applications according to the Evaluation Criteria provided herein. Any shortcoming in the documents provided in response thereto may lead to disqualification of the Applicant.
3. The successful Applicants shall be qualified for an initial period of three (3) years. The period may be extended which shall be the sole discretion of PLL.
4. The result of the evaluation shall be communicated to all the Applicants.
5. During the qualification period, the Scope of Work related to advisory services will be shared with the successful Applicants through Request for Quotations on “as and when required basis” and work will be awarded based on least cost quoted.

Sr.	Description	Maximum Marks
1.	<b>Corporate Experience (Total: 20 marks)</b>	
	• Experience of LNG Sector (two marks for each client)	10
	• Experience of Oil & Gas Sector (one mark for each client)	5
	• Experience of working with a local (Pakistani) entity (one marks per client)	5
2.	<b>Team Profile (Total: 10 marks)</b>	10
3.	<b>Relevant Expertise (Total: 70 marks)</b>	
	• LNG Market Analysis and database services	10
	• LNG/RLNG/Natural gas measurement consultancy services	10
	• LNG Terminals design review and construction supervision	10
	• Multiuser LNG Terminals Contracts	10
	• Review of LNG supply offers/bids/proposals and related Contracts	10
	• Oil & Gas Projects Feasibility/Pre-feasibility studies	10
	• Allied Services (LNG related only)	10
<b>Total Marks</b>		100

The Applicants securing a minimum 50% marks in each of above criterion (i.e. Corporate Experience, Team Profile and Relevant Expertise) and are among the top five Applicants, may be declared pre-qualified. The Company will execute the Master Agreement (available at Section-4) with Pre-qualified bidder(s). The price proposals will be sought as and when required basis against Request for Proposals to be issued to pre-qualified bidders after signing of Master Agreement.

SECTION-4 (TERMS OF REFERENCE)

**CONTRACT FORM**  
(Master Agreement)

## MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (“Master Agreement”) is made and entered into on this \_\_\_\_\_ day of 2021 by and between **PAKISTAN LNG LIMITED**, (hereinafter referred to as “**PLL**” or “**Client**”) a public limited company incorporated under the laws of Pakistan and having its office at 9<sup>th</sup> Floor, Petroleum House, G-5/4, 44000, Islamabad, and [Name of Consultant] (“**Consultant**”), a [State of incorporation or business registration and type of business organization] and having its registered office at [Address].

### Recitals

- (a) The Client seeks to retain the Consultant from time to time to provide certain consulting and other professional services and related deliverables.
- (b) Consultant is ready, willing, and able to undertake the duties and obligations set forth in this Master Agreement.

IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS CONTAINED IN THIS MASTER AGREEMENT, CLIENT AND CONSULTANT AGREE as provided below.

### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Master Agreement have the following meanings:

- a) "Agreement" shall have the meaning in Clause 2.2, below;
- b) "Agreement Cap" means United States [Amount to be Inserted];
- c) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- d) "Government" means the Government of the Islamic Republic of Pakistan;
- e) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- f) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- g) “Statement of Work” means the statement of work annexed herewith to be executed pursuant to this Master Agreement as may be varied from time to time by a change order executed by the Parties;
- h) "Services" means the work to be performed (including deliverables to be provided) by the Consultant pursuant to this Master Agreement and the relevant Statement of Work; and
- i) "Project" means the work and deliverables specified in the Statement of Work.



## **2. Transaction**

2.1. The Parties may from time to time, by executing a Statement of Work agree to the procurement and provision of certain consultancy services on the terms and conditions contained in this Master Agreement and such other terms and conditions as are set out in the relevant Statement of Work, including the nature of such services, deliverables, personnel to be deployed by the Consultant for such Services, and the price applicable thereto and any other terms and conditions relevant as well as any variation of the terms and conditions contained in this Master Agreement.

2.2. Each executed Statement of Work shall together with the terms of this Master Agreement constitute a separate and independent contract (each a "Transaction" or "Agreement") governed by the terms of the relevant Statement of Work and this Master Agreement for the provision of relevant services.

2.3. Although it is the intention of the Parties to enter into Transactions from time to time, the Parties agree that there shall be no binding commitment to procure and provide services under this Master Agreement unless and until a Statement of Work has been executed by both Parties and thereby a Transaction entered into.

2.4. A Transaction shall not be agreed in the event such Transaction would result in the cumulated Transaction Prices of Transactions hereunder exceeding the Agreement Cap. In the event such additional Transaction is nevertheless agreed, no invoice shall be rendered and no payment shall be made, such that the payments for Transactions were to exceed the Agreement Cap, unless and until the Parties agree in writing to increase the Agreement Cap.

## **3. Statement of Work**

3.1. Each Statement of Work shall incorporate, supplement and be read and construed together with the terms and conditions of this Master Agreement.

3.2. In the event of any inconsistency between the provisions of this Master Agreement and the terms contained in a Statement of Work, the Statement of Work shall prevail to the extent matters are specifically addressed in the Statement of Work for the purposes of the provision of relevant Services.

## **4. Services to Be Performed**

4.1. Subject in each instance to the Parties' execution of a Statement of Work issued on a project-by-project basis, each of which shall be incorporated with this Master Agreement for all

purposes, Consultant shall furnish all necessary supervision to perform the Services and provide the deliverables specified in and in the manner prescribed by this Master Agreement and the applicable Statement of Work. Changes to the scope of Services or deliverables described in the applicable Statement of Work (including any corresponding increase or decrease in pricing) shall not be effective unless set forth in a written change order executed by Client and Consultant.

4.2. The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods, and in compliance with Applicable Laws. The Consultant shall always act, in respect of any matter relating to this Agreement, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-contractors or third parties.

4.3. Consultant shall provide competent, experienced, and skilled personnel to perform all Services.

4.4. Consultant shall remove from the performance or supervision of Services each employee of Consultant (or its contractors or subcontractors as may be permitted by Section 14 of this Master Agreement) that Client reasonably finds objectionable.

4.5. No provision of the Agreement shall be interpreted or construed to preclude Client from retaining other persons or entities to perform work or services similar to the Services.

## **5. Liability of the Consultant**

5.1. The Consultant is liable for the consequences of errors and omissions on its part or on the part of its personnel insofar as the design and execution of a Project, to the extent and with the limitations as mentioned in the Agreement.

5.2. If the Client suffers any losses or damages as a result of faults, errors or omissions in a Project, the Consultant shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration to be paid to the Consultant under the relevant Statement of Work.

5.3. [In the event more than one party comprises the Consultant (each a "Member"), each such Member shall be jointly and severally liable under the Agreement.]

## **6. Term and Termination of Master Agreement.**

6.1. The term of this Master Agreement shall commence upon the date first above referred and shall continue for a term of three years therefrom and may be extended by mutual agreement in writing.

6.2. This Master Agreement shall remain in effect should there be any on-going activity applicable to a Statement of Work.

6.3. Client may terminate any uncompleted Statement of Work without cause upon written notice to the Consultant. At the end of the notice period under this Section, Consultant shall only be entitled to payment of:

- i. all fees earned plus costs and expenses reimbursable under the applicable Statement of Work and this Master Agreement up to the date of termination; or
- ii. in the case of a fixed fee arrangement under which payment is based upon Consultant's achievement of a specified milestone(s), the reasonable value of the Services and deliverables performed and/or provided up to the date of Consultant's receipt of such notice); and

if deliverables are to be prepared for and delivered to Client pursuant to the applicable Statement of Work or if Client has provided Confidential Information (as defined in this Master Agreement) to Consultant, Consultant shall, as a condition precedent to its entitlement to such payment, assemble and deliver to Client all work in progress for such deliverables and Confidential Information; and

upon payment of the foregoing amounts, no further payment or reimbursements will be due to Consultant for Services, deliverables, fees, costs, expenses, or any other matter under this Master Agreement or the applicable Statement of Work.

6.4. Either Party may, upon written notice, terminate a Statement of Work if the other Party breaches a material provision of such Statement of Work or this Master Agreement in connection with its performance (or nonperformance) of such Statement of Work and such breach is not fully cured within thirty (30) days following the non-performing Party's receipt of notice describing the nature of such breach in reasonable detail. In such event and subject to the restrictions and limitations prescribed in this Master Agreement, the non-breaching Party may take such action to enforce any other rights or remedies available under this Master Agreement, the affected Statement of Work, applicable law, and/or principles of equity.

## **7. Inspection, Acceptance, and Payment.**

7.1. Client shall pay Consultant compensation for Services and deliverables in accordance with the provisions of this Master Agreement and the applicable Statement of Work.

7.2. Each invoice shall conform to the particular requirements prescribed by the applicable Statement of Work and be sent to Client by courier or delivered by hand as provided in Section 12, Notices.

7.3. Client may, for a period of fifteen (15) days following receipt of each of Consultant's invoices for Services or deliverables, or both, review and inspect the corresponding Services and deliverables for conformance with the provisions of this Master Agreement, the applicable Statement of Work (including any change order).

7.4. If during the said period of 15 days, Consultant is advised of any nonconforming Services or deliverables, the Consultant shall remedy the same within thirty (30) days (or such longer period as Client may approve in writing in the exercise of its sole discretion) following its receipt of written notice describing such nonconformity(s) in reasonable detail. After receipt of the revised Services or deliverables, the provision of Clause 7.3 and this Clause 7.4, shall again apply and reapply until the Services or deliverables (or part thereof) are accepted or deemed accepted in accordance with Clauses 7.5 or 7.6, below.

7.5. Services and deliverables that conform to the applicable requirements prescribed by this Master Agreement and applicable Statement of Work shall be accepted by Client (in whole or part) for payment.

7.6. Services or deliverables that are neither accepted nor rejected within the fifteen (15) day period provided in Clause 7.3, above, shall be deemed accepted for purposes of payment of any amount conditioned upon acceptance under the applicable Statement of Work or change order.

7.7. Acceptance or deemed acceptance of Services and deliverables shall not relieve or diminish Consultant's warranty obligations hereunder or any other duty or obligation prescribed in this Master Agreement or the applicable Statement of Work (including change order).

7.8. Client shall pay each invoice within thirty (30) days following acceptance or deemed acceptance of the Services or deliverables to which the invoice relates, or an appropriate portion thereof, if partly accepted or deemed accepted.

7.9. All payments or reimbursements otherwise due Consultant under the Agreement shall be subject to Client's right to contractual setoff, which is hereby granted by Consultant to Client to the fullest extent allowed by Applicable Law.

7.10. Regardless of whether Consultant's reasonable travel costs and expenses are reimbursable under the applicable Statement of Work, no reimbursement will be made for (i) overstay, or (ii)

undocumented costs or expenses. Consultant shall use reasonable efforts to limit travel and living expenses by using coach airfare, booked at least seven (7) days in advance (unless otherwise approved in advance by Client), staying in housing identified by Client as offering contractors a discounted rate, and sharing rental cars.

## **8. Warranty and Ownership.**

8.1. All Services and deliverables shall conform to all descriptions, specifications, and standards included or referenced in this Master Agreement and the applicable Statement of Work and be performed in good faith and with that level of care and skill ordinarily exercised by members of Consultant's profession. All documentation shall be free from defects in material and workmanship.

8.2. If, during the one (1) year period following Client's acceptance of the Services and deliverables required to be provided under the applicable Statement of Work, any part or all of such Services or deliverables fail to conform to the warranty prescribed herein, Consultant shall at its sole cost and expense and within thirty (30) days following its receipt of written notice describing such nonconformity in reasonable detail, re-perform such Service or repair or replace such deliverable to correct such nonconformity. In the event such nonconformance is not cured within such thirty (30) day period, Client may, as its alternative remedy for breach of such warranty, either:

- (i) return all Services and deliverables (to the extent reasonably practicable) and receive a refund of all fees and expenses paid to Consultant under the applicable Statement of Work, or
- (ii) retain the Services and deliverables but may make a deduction from any future invoice relating to the Transaction or any other Transaction connected with this Master Agreement and/or pursue its remedies at law to recover direct damages for such breach.

8.3. Subject to the restrictions prescribed by this Master Agreement, Client will own all written materials and other deliverables prepared for and delivered to Client under the Agreement, excluding any Consultant Materials (as defined below) contained or embodied therein. Except to the extent specifically provided in the applicable Statement of Work, Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other intellectual property or information that may have been discovered, created, developed or derived by Consultant prior to or as a result of its provision of services under a separate arrangement with a third party ("Consultant Materials").

## **9. Indemnification and Limitation of Liability.**

9.1. Each Party shall indemnify and hold harmless the other Party and its respective owners, directors, officers, and employees for, against, and from any and all claims, liabilities, damages, losses, costs, and expenses of any kind or nature (including reasonable attorneys' fees) for personal injury to or death of any person or for destruction or loss of or damage to the property of any third person or entity in each instance to the extent determined to be proportionately attributable to the (i) negligence (including strict liability in tort), gross negligence, or willful misconduct of the indemnitor, its owners, directors, officers, employees, agents, or contractors arising from, in connection with, or in any way related to this Master Agreement or any Statement of Work (including the performance or nonperformance thereof), or (ii) breach of this Master Agreement or the applicable Statement of Work by the indemnitor, its owners, directors, officers, employees, agents, or contractors.

9.2. Except for claims for indemnification under Section 9.1 or breach of the confidentiality provisions of Section 11 below, or otherwise provided in the Agreement, the liability of either Party to the other Party arising from or in connection with any particular Statement of Work (including any associated change order) shall not exceed twice the aggregate amount to be paid by Client under such Statement of Work (including all associated change orders).

## **10. Force Majeure.**

10.1. Neither Party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

10.2. As a condition precedent to any extension of time otherwise prescribed by Section 10.3, the Party seeking an extension of time shall, not later than five calendar days following the occurrence of the event giving rise to such delay, provide the other Party written notice of the occurrence and nature of such event and within five working days thereafter give written details of the efforts made to overcome the event and what further efforts will be taken.

10.3. In the event of a delay in performance excusable under Section 10, the date of delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay.

## **11. Confidentiality and Nondisclosure.**

11.1. The Parties agree that “Confidential Information” herein shall mean any data or information of the Party in oral, written, electronic, digital or machine-readable form which might include, but not be limited to that Party’s:

- i. business plans, project summary(ies), investment teaser(s) or the like, methods, and practices;
- ii. personnel, customers, and suppliers;
- iii. inventions, processes, methods, products, patent applications, and other proprietary rights;
- iv. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; or
- v. any other information marked as confidential by a Party, or evidently confidential;

11.2. Each Party receiving Confidential Information (a “Recipient”) shall use its best efforts and take all reasonable steps to ensure that Confidential Information of the disclosing party is not disclosed or transmitted to any person or entity other than such Recipient’s officers, employees, contractors, and subcontractors (collectively “Representatives”) who:

- i. have a need to review or know such Confidential Information in order to perform the services or provide the deliverables described in the applicable Statement of Work,
- ii. are informed of the confidential nature of the Confidential Information, and
- iii. agree to be bound by the terms of this Section 11.

11.3 Recipient shall not be required to hold confidential any Confidential Information that

- a. becomes publicly available other than through a breach of this Section 11 by the Recipient,
- b. is required to be disclosed by a governmental or judicial order, rule or regulation,
- c. is independently developed by Recipient, or
- d. becomes available to Recipient without restriction from a third party (which itself is not known to be subject to a restriction on disclosure).

11.4 Recipient shall be responsible for any breach of Section 11 by its Representatives.

11.5 The Recipient of Confidential Information shall promptly notify the disclosing party of any disclosure of such Confidential Information whether permissible by, or in violation of, the Agreement (should it become so aware) or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

11.6 Recipient acknowledges that the disclosing party would be irreparably injured by any breach of Section 11 and that remedies at law may be inadequate to protect the disclosing party against such injury. Accordingly, Recipient agrees that the disclosing party shall be entitled to equitable relief including, without limitation, injunctive relief and specific

performance, without proof of actual damages in the event of any actual or threatened breach of any provision of Section 11 by Recipient, and any requirement for the posting of a bond or similar security as a condition precedent to such relief is hereby waived. Such remedies shall not be deemed to be the exclusive remedies for a breach of Section 11 by Recipient, but shall be in addition to all other remedies available at law or in equity.

11.6 Recipient shall return all Confidential Information within ten (10) days following receipt of the disclosing party's written request for the return of such information.

## 12 Notices.

12.1. Except as otherwise provided in the Agreement, all notices under this Agreement shall be in writing if sent to the addresses in Section 12.2 below, and be delivered or deemed delivered as follows:

- (i) hand/courier (at the time of delivery), or
- (ii) email (at the time confirmed as read, whether by a "read" receipt or at the time a reply thereto is sent (not an automatic out of office reply)),
- (iii) provided that if such delivery is after 4:00p.m. Pakistan time or not on a business day, the same shall be deemed delivered at 9am on the next following business day.

12.2. (a) Address/email address if notice is to Consultant: [Name of Consultant]

....  
....

[To be Inserted]

(b) Address/email address if notice is to Client:

....  
....

[To be Inserted]

12.3. Each Party may change its address for purposes of notice under this Agreement by notice complying with Section 12.

## 13 Taxes.

13.1. Unless other provided in writing, the Transaction Price will be exclusive of any applicable taxes and levies. However, the Consultant agrees to pay and comply with and hold Client harmless



from and against the payment of all income and employment-related or other taxes that may be payable by Consultant under federal, provincial, state, or local laws arising out of the performance of any Statement of Work, including any interest or penalties. Consultant waives any and all claims for compensation because of any increase in the aforementioned taxes.

#### 14 **Contracting and Subcontracting.**

14.1. Consultant may not subcontract all or any part of the services or deliverables without the prior written approval of Client, and such subcontracting shall not relieve Consultant of any of its duties or obligations under this Master Agreement or the applicable Statement of Work.

14.2. As a condition precedent to any contracting or subcontracting under Section 14.1, such contractor or subcontractor must enter into an agreement with Consultant or its contractor, as applicable, containing the same restrictions and obligations imposed on Consultant under this Master Agreement and the applicable Statement of Work.

#### 15 **Independent Contractors.**

Consultant is an independent contractor and nothing in the Agreement shall be construed or deemed to create a joint venture, partnership, agency, or employer – employee relationship between the Parties. Subject to the provisions of the Agreement, Consultant shall be solely responsible for and shall wholly control the details of the services to be performed under the Agreement including, but not limited to, the means and methods of performing the Services.

#### 16 **Entire Agreement.**

This Master Agreement, together with the applicable Statement of Work, constitutes the entire agreement between the Parties with respect to the Services and deliverables and supersedes, except to the extent expressly incorporated herein, all prior negotiations, representations, and agreements relating thereto, whether written or oral. No amendments, changes, alterations, or modifications of this Master Agreement or the applicable Statement of Work shall be effective unless in writing and executed by Client and Consultant.

#### 17 **Headings and Captions.**

Section headings are inserted for convenience only and in no way constitute a limitation of the scope of the subject matter to which they refer.

#### 18 **Severance.**

If any term or provision of this Master Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Master Agreement shall, to the extent reasonable and practicable, continue in full force in effect.

19 **Waiver.**

No waiver of the terms, conditions, and covenants of this Master Agreement shall be binding and effective unless the same shall be in writing signed by the Parties. A waiver of any breach of the terms, conditions, and covenants of this Master Agreement shall be for that one time only and shall not apply to any subsequent breach.

20 **Assignment.**

Consultant shall not assign the Agreement (or any part) to any person or entity without the prior written consent of Client. Any attempted assignment in violation of this Section 20 shall be null and void.

21 **Governing Law.**

This Master Agreement and the Statement of Work shall be governed by and construed in accordance with the Applicable Laws.

22 **Arbitration**

21.1. Any dispute, controversy, or claim arising out of or relating to the Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Islamabad in accordance with the Arbitration Act, 1940.

21.2. The appointment of Arbitrator shall be carried out in accordance with the Arbitration Act, 1940. There shall be only one arbitrator to be appointed with mutual consent of the Parties.

21.3. The language to be used in the arbitration proceedings shall be English and Islamabad shall be the place of arbitration.

23 **Bribery and Corrupt Practices**

22.1. Neither the Consultant nor any of its affiliates or their respective directors, officers, shareholders, employees or agents shall make or offer, in respect of the performance of the Services, any loan, gift or other payment, directly or indirectly, whether in cash or in kind, for the use or benefit of an official of the Client for the purposes of influencing any act or decision of such official of the Client in its official capacity, or inducing such official of the Client to do or

omit to do any act in order to obtain or retain business or otherwise to secure any improper advantage, irrespective of where the Services are performed, or give or offer to give to any person any bribe, gift, gratuity or commission as an inducement or reward:

- i. For doing or forbearing to do any action in relation to the Agreement or any other agreement with the Client; or
- ii. For showing or forbearing to show favor or disfavor to any person in relation to the Consultant or to any other agreement with Client.

22.2. In the event the Consultant acts in breach of the above condition, the Client may forthwith terminate the Consultant's engagement under this Master Agreement. The Consultant shall indemnify, defend and hold the Client harmless from any and all liabilities, costs, penalties, fines, and reasonable attorney's fees associated with any such violations.

## **24 Representations and Warranties**

23.1. Each Party represents that:

- i. it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization;
- ii. it has the power, authority and licenses to enter into and perform all of its obligations under the Agreement;
- iii. the Agreement has been signed by duly authorized representatives of the Parties, and said representatives are able to bind their respective companies;
- iv. it will not, by virtue of entering into and performing the Agreement, be in violation of any term of its constitutional documents, its bylaws or other organizational documents, or any term or provision of any material, judgment or decree to which it is a party or by which it is bound or Applicable Law;
- v. each Party will perform its obligations hereunder in a professional and workman like manner.

23.2. Consultant hereby represents and warrants that it has obtained all necessary licenses, authorities, consents and permits to provide the Services and deliverables contemplated in the Agreement.

25 **Non-Solicitation of Employees.**

Without prior written consent of the other Party in each instance, neither Party nor any of its related or affiliated persons or organizations, will, for so long as this Master Agreement is in effect, solicit for hire, hire or in any way employ or engage the services of or otherwise compensate any person who, in the preceding twelve (12) month period, was directly employed or otherwise retained (as an independent contractor or service provider) by the other Party, its subsidiaries, affiliates, contractors, or subcontractors, until a period beginning twelve (12) months after such person's employment with the other Party terminated. In the event of a breach of the provisions of this Section, the non-breaching Party shall provide written notice to the other Party of the alleged violation hereof and shall provide a cure period of thirty (30) days for the breaching Party to remedy the violation if it is able and so chooses or to obtain the written consent of the non-breaching party to the hiring or solicitation of such employee or former employee. In the event that the breaching Party fails to cure the violation or obtain the written consent of the non-breaching Party within the cure period specified above, the non-breaching Party shall be entitled to collect liquidated damages from the breaching party in an amount equal to the first year's compensation for the employee at issue. The liquidated damages specified above shall be the exclusive remedy for a violation of this Section and the non-breaching Party shall not seek or collect any additional damages or remedies (including equitable relief) in connection with the violation.

26 **Audit, Inspection, and Reproduction of Consultant's Records.**

At all times while this Master Agreement is in effect and for a period of four (4) years following termination thereof, Client shall be permitted, at its cost and expense, during Consultant's ordinary business hours and upon not less than ten (10) days written notice to Consultant, to audit, inspect, and reproduce at Consultant's premises any and all records related to each Statement of Work.

27 **Multiple Counterparts.**

This Master Agreement and any Statement of Work may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name" \_\_\_\_\_

Title

Title

Date

Date

## STATEMENT OF WORK

This Statement of Work dated ..... is ancillary to and forms a part of the Master Consultancy Services Agreement dated XXXX, between Pakistan LNG Limited and [Consultant] (the "**Master Agreement**") and executed by the Parties below.

In accordance with the results of a competitive tender [Tender Enquiry No. XXXX], Consultant was the selected bidder for performance of the Services.

All terms capitalized herein shall have the meanings ascribed to them in the Master Agreement, unless otherwise stated herein.

### **Scope of Work**

*[TO INSERT THE SERVICES EXPECTED TO BE PROVIDED].*

Notwithstanding the foregoing, if required, the Parties may vary the Scope of Work or the Deliverables (defined below) and the duration for completion of the project.

### **Deliverables**

In accordance with the Scope of Work, the Client will identify the deliverables (each a "Deliverable" and together, the "Deliverables") expected to be performed by the Consultant for execution of and delivery of the Scope of Work. Alongside each Deliverable, the Consultant will provide the estimated time (man hours) required for its completion.

*[INSERT TABLE FOR DELIVERABLES]*

### **Personnel**

The Consultant shall provide to the Client the names and profiles of the personnel possessing the required skills and experience as contained in the Master Agreement for the provision of Services. Upon obtaining approval from the Client, the relevant personnel shall be deployed or other in accordance with the provisions of the Master Agreement.

*[INSERT TABLE OF PERSONNEL. TABLE TO INCLUDE DETAILS (NAMES, QUALIFICATIONS AND TASK ASSIGNED ETC.) ONLY THOSE PERSONNEL WHICH THE PARTIES AGREE TO. IN CASE OF ANY CHANGES, AN ADDENDUM TABLE WILL BE ATTACHED AS AN "UPDATED TABLE"]*

### **Delay in Services**

In case the Consultant fails to meet the agreed timelines for the Deliverables and perform its obligations under this Statement of Work in a timely manner, the Client will be entitled to deduct 2% of the Transaction Price for each day of delay.

### **Transaction Price**

The agreed upon price by the Parties for performance of the Services and provision of Deliverable under this Statement of Work ("Transaction Price") will be [.....][calculated in accordance with

the basis of calculation provided by the Consultant][specify either a lump sum or a method of calculating. Further details may be provided in the bid document].

**Basis of Calculation**

The Consultant shall provide the basis of the calculation of price for performance of the Statement of Work. The basis of calculation will be:

- i. Based on the number of man-hours required for completion of the Project, or
- ii. Fixed cost basis, or
- iii. Any other basis agreed by the Parties.

Number of man-hours x cost of each man-hour

**Payment:** Consultant's account details:

*[INSERT ACCOUNT DETAILS]*

**IN WITNESS WHEREOF**, each of the Parties has executed this Statement of Work by its duly authorised representative on the date first above mentioned.

By: \_\_\_\_

By: \_\_\_\_

Title: \_

Title: \_

Date: \_

Date: