

**BID DOCUMENT**

**PAKISTAN LNG LIMITED**  
**("PLL")**

**REVISED**  
**BID DOCUMENT FOR LNG**  
**SPOT TENDER ON A DELIVERED EX SHIP BASIS**

**(PLL/IMP/LNGT03)**



**PAKISTAN LNG LIMITED**

## BID DOCUMENT

**BIDDING TIMETABLE**

Description of activity	Date	
Date for advertisement for tender process	6 <sup>th</sup> May 2017	
Deadline for Submissions	11 <sup>th</sup> July 2017, 14:00 hours (PST)	
Date envelopes marked "Technical Information" will be opened	11 <sup>th</sup> July 2017, 14:30 hours (PST)	
Date when envelopes marked "Commercial Offers" of technically Compliant Bidders will be opened	17 <sup>th</sup> July 2017, 14:00 hours (PST) or such later date as PLL may advise	
Deadline for PLL to countersign and return (in person or by courier/post/e-mail (as applicable)) MSPA to Compliant Bidders only and where MSPAs not already in place  Non-compliant Bids will be separated and returned with "Commercial Offer" envelope unopened	18 <sup>th</sup> July 2017, or such later date as PLL may advise	
Date of announcement of Bid evaluation result (bid evaluation report)	21 <sup>st</sup> July 2017, or such later date as PLL may advise	
Bid Validity Date	<b>Delivery Window</b>	<b>Validity Date</b>
	6-7 October, 2017	8 <sup>th</sup> August 2017, 21:00 hours (PST)
	11-12 October, 2017	16 <sup>th</sup> August 2017, 21:00 hours (PST)
	16-17 October, 2017	21 <sup>st</sup> August 2017, 21:00 hours (PST)
	21-22 October, 2017	22 <sup>nd</sup> August 2017, 21:00 hours (PST)
Date of award notification	<b>Delivery Window</b>	<b>Award Date</b>
	6-7 October, 2017	3 <sup>rd</sup> August 2017 or any earlier date as advised by PLL
	11-12 October, 2017	8 <sup>th</sup> August 2017 or any earlier date as advised by PLL



PAKISTAN LNG LIMITED

## BID DOCUMENT

	16-17 October, 2017	11 <sup>th</sup> August 2017 or any earlier date as advised by PLL
	21-22 October, 2017	17 <sup>th</sup> August 2017 or any earlier date as advised by PLL
Deadline for the successful Compliant Bidder to provide Performance Guarantee	<b>Delivery Window</b>	<b>Performance Guarantee Submission Date</b>
	6-7 October, 2017	7 <sup>th</sup> August 2017 or such other date as PLL may advise
	11-12 October, 2017	15 <sup>th</sup> August 2017 or such other date as PLL may advise
	16-17 September, 2017	17 <sup>th</sup> August 2017 or such other date as PLL may advise
	21-22 October, 2017	21 <sup>st</sup> August 2017 or such other date as PLL may advise
Deadline for PLL to prepare complete Confirmation Notice for the LNG cargo and to send to the successful Compliant Bidder scanned copies by Email	<b>Delivery Window</b>	<b>CN execution Date</b>
	6-7 October, 2017	7 <sup>th</sup> August 2017 or such other date as PLL may advise
	11-12 October, 2017	15 <sup>th</sup> August 2017 or such other date as PLL may advise
	16-17 October, 2017	17 <sup>th</sup> August 2017 or such other date as may PLL may advise
	21-22 October, 2017	21 <sup>st</sup> August 2017 or such other date as PLL may advise



PAKISTAN LNG LIMITED

## BID DOCUMENT

## TABLE OF CONTENTS

1	INVITATION TO BID .....	6
2	INTRODUCTION .....	7
2.1	<b>Introduction to PLL</b> .....	7
2.2	<b>Pakistan Gas Port Consortium Limited Terminal</b> .....	7
2.3	<b>Port Qasim</b> .....	8
2.4	<b>Gas Utilities</b> .....	8
2.5	<b>Further Information</b> .....	8
3	CONTRACT STRUCTURE.....	9
3.1	MSPA.....	9
3.2	<b>Confirmation Notice</b> .....	10
4	THE REQUEST FOR LNG CARGOES .....	11
4.1	<b>Specification</b> .....	11
4.2	<b>Quantity</b> .....	11
4.3	<b>Schedule of delivery</b> .....	11
4.4	<b>Source of LNG</b> .....	12
4.5	<b>Terminal</b> .....	12
4.6	<b>LNG Carriers and Port Compliance</b> .....	12
4.7	<b>Contract Price</b> .....	13
4.8	<b>Arrival Notices</b> .....	14
4.9	<b>Allowed Laytime</b> .....	14
5	BID PROCESS OVERVIEW .....	14
5.1	<b>Tender Process to be Adopted</b> .....	14
5.2	<b>Technical Information</b> .....	14
5.3	<b>Commercial Offer</b> .....	15
5.4	<b>Submission of Bids, Validity and Other Conditions</b> .....	15
5.5	<b>Acceptance / Rejection of Bids</b> .....	18
5.6	<b>Process of Evaluation of Commercial Offer and Award Criteria</b> .....	18
5.7	<b>Cancellation of Tender Process</b> .....	19
6	PLL RESERVED RIGHTS .....	19
7	DISCLAIMER .....	19
8	CONFIDENTIALITY.....	20
9	GOVERNING LAW AND JURISDICTION.....	20
10	COST OF BIDDING .....	20



PAKISTAN LNG LIMITED

## BID DOCUMENT

11	KNOWLEDGE OF LOCAL CONDITIONS .....	20
12	AMENDMENT.....	20
	ANNEX 1: LNG MASTER SALE AND PURCHASE AGREEMENT DELIVERED EX-SHIP .....	21
	ANNEX 2: CONFIRMATION NOTICE .....	22
	<b>APPENDIX 1 OF ANNEX 2: FORM OF PLL's LETTER OF CREDIT .....</b>	<b>23</b>
	ANNEX 3: PQA STANDARD OPERATING PROCEDURES FOR OPERATING LNG CARRIERS AND CONDITIONS OF USE .....	24
	ANNEX 4: ELIGIBILITY CRITERIA .....	25
	ANNEX 5: FORM OF BID LETTERS .....	26
	<b>PART A-1: FORM OF BID COVER LETTER.....</b>	<b>27</b>
	<b>PART A-2: FORM OF BID COVER LETTER.....</b>	<b>28</b>
	<b>PART A-3: FORM OF BID COVER LETTER.....</b>	<b>29</b>
	<b>PART A-4: FORM OF BID COVER LETTER.....</b>	<b>30</b>
	<b>PART B: FORM OF TECHNICAL INFORMATION COVER LETTER .....</b>	<b>31</b>
	<b>PART C-1: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017 CARGO .....</b>	<b>32</b>
	<b>PART C-2: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017 CARGO .....</b>	<b>33</b>
	<b>PART C-3: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017 CARGO .....</b>	<b>34</b>
	<b>PART C-4: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017 CARGO .....</b>	<b>35</b>
	<b>APPENDIX – A: FORM OF BID BOND IN FORM OF BANK GUARANTEE</b>	<b>36</b>
	ANNEX 6: INTEGRITY PACT .....	38
	ANNEX 7: NOTICE TO MARINER .....	39



PAKISTAN LNG LIMITED

## BID DOCUMENT

**SUMMARY OF REQUIREMENTS FOR LIQUEFIED NATURAL GAS (“LNG”)  
SPOT TENDER ON A DELIVERED EX SHIP (“DES”) BASIS  
 (“Bid Document”)**

**1 INVITATION TO BID**

- 1.1 PLL invites bids from LNG suppliers (each a “**Seller**” or “**Bidder**”) for the supply of LNG as described in section 4 of this document through a master sale and purchase agreement (“**MSPA**”) and confirmation notices (“**Confirmation Notice**” or “**CN**”) on a DES basis at the re-gasification facilities, operated by Pakistan Gas Port Consortium Limited (“**PGPCL**”) at Port Qasim, Karachi (“**Terminal**”) or such other LNG terminal within Pakistan as may be advised by PLL.
- 1.2 PLL shall enter into an MSPA in the form attached to this Bid Document with each compliant Bidder who submits its bid in accordance with the terms and conditions of this Bid Document (each a “**Bid**”) (unless it already has an MSPA in place with such Bidder). In the event of a successful Bid for more than one cargo, only one (1) MSPA shall be signed between the Bidder and PLL.
- 1.3 PLL has invited Bids for four (4) cargoes of LNG through its advertisement dated 6<sup>th</sup> May 2017 and Corrigendum # 1 dated 7<sup>th</sup> June, 2017. **Bidders may bid for one (1), two (2), three (3) or four (4) cargo(es).**
- 1.3.1 Where a Bidder is competing for only one (01) cargo, documentation as per the table below is to be submitted:

	Bid Cover Letter	Technical Information Cover Letter	Commercial Offer Letter	Confirmation Notice (CN)
Cargo x	Annex 5 Part Ax	Annex 5 Part B (One submission irrespective of No. of cargoes bid for)	Annex 5 Part Cx	Separate CN per respective Delivery Window
Where 'x' can be from Cargo 1 - 4				

- 1.3.2 Where a Bidder is competing for more than one (01) cargo, respective documentation as per the table below is to be submitted:

	Bid Cover Letter	Technical Information Cover Letter	Commercial Offer Letter	Confirmation Notice (CN)
Cargo 1	Annex 5 Part A1	Annex 5 Part B (One submission irrespective of No. of cargoes bid for)	Annex 5 Part C1	Separate CN per respective Delivery Window
Cargo 2	Annex 5 Part A2		Annex 5 Part C2	Separate CN per respective Delivery Window
Cargo 3	Annex 5 Part A3		Annex 5 Part C3	Separate CN per respective Delivery Window
Cargo 4	Annex 5 Part A4		Annex 5 Part C4	Separate CN per respective Delivery Window

- 1.3.3 Each set of documentation submitted as per above table(s), will set out the price for the relevant cargo. Each shall be deemed to constitute a separate Bid and be evaluated and awarded on a separate, stand-alone basis. PLL will evaluate each Commercial Offer based on the lowest percentage of Brent<sub>m</sub> (as defined in section 4.7.1 of this Bid Document) offered by any Compliant Bidder for that LNG cargo.



PAKISTAN LNG LIMITED

**BID DOCUMENT**

- 1.4 Bids shall be unconditional (eg. where a Bid requires PLL to accept more than one (1) cargo, it shall be considered conditional and shall be rejected on that basis).
- 1.5 The contract for each cargo will be awarded through a Confirmation Notice signed pursuant to the MSPA.

Note to Bidders: This Bid Document supplements and expands on the information provided in the advertisement for this tender published on 6<sup>th</sup> May, 2017 and Corrigendum # 1 dated 7<sup>th</sup> June, 2017.

**2 INTRODUCTION****2.1 Introduction to PLL**

- 2.1.1 PLL is a public sector entity, incorporated under the Pakistan Companies Ordinance 1984 and operates under the governance of the Ministry of Petroleum and Natural Resources, Government of Pakistan (“**GOP**”). It is a wholly owned subsidiary of Government Holding Private Limited (“**GHPL**”).
- 2.1.2 GHPL was incorporated as a private limited company in January 2000 to manage the interests of GOP in petroleum exploration and production joint ventures and commenced operations in July 2001. It is one of the top 5 exploration and production companies operating in Pakistan with a production share of over 43,500 Barrels of Oil Equivalent per Day (BOED). GHPL is 100% owned by the GOP and operates under the Ministry of Petroleum and Natural Resources
- 2.1.3 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 whole supply chain of LNG from procurement to end users.
- 2.1.4 For further information on PLL, please visit PLL’s website [www.paklng.com](http://www.paklng.com).

**2.2 Pakistan Gas Port Consortium Limited Terminal**

- 2.2.1 PGPCL is a wholly owned subsidiary of Pakistan GasPort Limited and is establishing Pakistan’s second LNG import terminal located at Port Qasim, Karachi. PGPCL shall provide storage and regasification services to Pakistan LNG Terminals Limited (“**PLTL**”) which is also a wholly owned subsidiary of GHPL.
- 2.2.2 The Terminal comprises of a floating storage and regasification unit (“**FSRU**”) that is time chartered from ‘BW Group’ company, a jetty with the necessary gas unloading equipment that links the Terminal to the gas network system of Sui Southern Gas Company Limited (“**SSGC**”).

**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

- 2.2.3 The FSRU is a new built unit, Hull No. 2118 and has a low environmental footprint, high efficiency, storage capacity in excess of 170,000 m<sup>3</sup> and peak regasification capacity of 750 mmscfd.
- 2.2.4 A 15-year terminal access agreement has been signed between PGPCL and PLTL, under which PGPCL shall provide storage and regasification services to PLTL which will in turn provide such storage and regasification services to PLL.

**2.3 Port Qasim**

- 2.3.1 Port Qasim is located in an old channel of the Indus river just outside Karachi. It is Pakistan's second busiest port. It is administered by the Port Qasim Authority ("PQA"), an authority established by statute.
- 2.3.2 The PQA is currently accessible through a 45 km long channel marked by channel buoys.
- 2.3.3 The current Notice to Mariners can be found at [http://pqa.gov.pk/notices\\_to\\_marine.php](http://pqa.gov.pk/notices_to_marine.php) which provides further details of the port.

**2.4 Gas Utilities**

Sui Southern Gas Company Limited ("SSGC") and Sui Northern Gas Pipelines Limited ("SNGPL") are Pakistan's two integrated gas companies which distribute gas across the country through their distribution networks in geographically distinct areas. SSGC serves the provinces of Sindh and Balochistan and operates a transmission system of over 3,500 km and 46,000 km distribution network. SNGPL serves the provinces of Punjab and Khyber Pakhtunkhwa and operates a transmission system of over 7,700 km and distribution network of 95,000 km pipelines. Both SSGC and SNGPL are public listed companies with majority ownership with the GOP. The regasified LNG ("RLNG") will be transported through the Gas Utilities pipeline networks.

**2.5 Further Information**

- 2.5.1 Detailed information on Port Qasim and the Terminal and their LNG receiving operations will be consolidated in a Terminal Regulations Manual ("**Terminal Regulations**") which is under preparation with the Terminal operator (PGPCL) and will be made available once it has been completed. In the meanwhile reference is invited to PQA's Conditions of Use and Standard Operating Procedures for Operating LNG Carriers, the current versions of which can be found as Annex 3 to this Bid Document. However, each Bidder shall have sole responsibility of all matters pertaining to their Bid and where relevant, the execution of the MSPA.
- 2.5.2 If Bidders require further information, they should contact PLL at the contact details set out below:

Manager Procurement  
Pakistan LNG Limited  
Petroleum House

**PAKISTAN LNG LIMITED**



**BID DOCUMENT**

G-5/2.  
 Islamabad - 44000  
 PAKISTAN  
 Email: [procurement@paklng.com](mailto:procurement@paklng.com)  
 Direct Tel: +92 51 9216904  
 Facsimile: +92 51 9216904

- 2.5.3 No verbal agreement or conversation with any director, officer, employee, representative or agent of PLL, PLTL, PGPCCL or PQA shall affect or modify any of the terms or obligations of PLL and the relevant Bidder contained in this Bid Document and any liability incurred by the Bidder for loss or damage arising out of any such agreement or conversation is excluded by PLL to the maximum extent permitted by law. PLL shall not assume any responsibility regarding any interpretation of this Bid Document made by the Bidder from the information provided herein and any liability incurred by the Bidder for loss or damage arising out of any such interpretation is excluded by PLL to the maximum extent permitted by law.

### **3 CONTRACT STRUCTURE**

#### **3.1 MSPA**

- 3.1.1 Bidders, who have not previously executed the MSPA with PLL in connection with PLL/IMP/LNGT01 or PLL/IMP/LNGT02, will be required to execute and submit the MSPA as set out below:

- i. Where a hard copy of the documentation is collected from PLL, Annex 1 provided with this Bid Document will consist of two original MSPAs (printed on stamp paper) duly initialled by PLL. Annex 1 will set out the general terms of each transaction underlying the tender process.
- ii. Irrespective of the number of cargoes a Bidder is competing for, the Bidder is required to execute only one set of both originals of the initialled MSPA to indicate their agreement to the terms therein and to provide the same to PLL as part of their Bid. Both originals of the initialled MSPA should be duly signed by the relevant Bidder, with each signature duly witnessed.
- iii. Bidders are permitted to submit scanned copies of the executed MSPA as evidence that they have executed the MSPA, provided that two originals of the executed and witnessed MSPAs are received by PLL at the address stated in section 5.4.1(b) of this Bid Document within fifteen (15) days of opening of the Commercial Offers.
- iv. PLL will countersign the original MSPA and open the Commercial Offer only from those Bidders whose Technical Information is complete and fully compliant with the requirements of this Bid Document (each a "Compliant Bidder"). Countersignature of any MSPA does not mean that the Bid of the relevant Compliant Bidder will be selected under this tender process, or at all.



**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

- v. Where a Bidder has provided originals of the MSPA, PLL will countersign and return one original duly executed MSPA to each Compliant Bidder at the address provided, as per Bidding Timetable.
  - vi. Where a Bidder has submitted scanned copies of the MSPA, PLL will countersign and return to such Compliant Bidder by e-mail a scanned copy of the MSPA duly executed by both parties at the e-mail address provided by each Compliant Bidder in accordance with the Bidding Timetable. The Compliant Bidder shall also provide the originals of the executed MSPAs to PLL in accordance with section 3.1.1(iii). PLL will, on receipt of the originals of the MSPA from the relevant Compliant Bidder in accordance with section 3.1.1(iii), countersign and return one (1) original duly executed MSPA to such Compliant Bidder, at the address provided within seven (07) days of receipt of the original MSPA.
  - vii. Once a Compliant Bidder is a party to the MSPA, provided such MSPA remains in force, that Bidder will not need to submit an MSPA again in future tenders, unless PLL has advised that the relevant MSPA version has been superseded by an amended version.
- 3.1.2 For avoidance of doubt, a Bidder with whom PLL has previously executed MSPAs (in connection with PLL/IMP/LNGT01 or PLL/IMP/LNGT02) will not be required to submit an MSPA for this tender but should provide evidence that the MSPA was previously executed.

**3.2 Confirmation Notice**

- i. Annex 2 to this Bid Document includes a partially completed and initialled Confirmation Notice for each of the LNG cargoes forming part of this tender.
  - (a) Bidders must duly complete, initial and include as part of their Technical Information, the Confirmation Notice for the relevant LNG cargo they are bidding for or if bidding for more than one (1) LNG cargo then for each of those LNG cargoes, with the required terms and conditions set out in section 4 of this Bid Document (other than price).
  - (b) PLL will:
    - (i) prepare a new Confirmation Notice containing all the required information in respect of each LNG cargo including the price and initial each page; and
    - (ii) initial the Integrity Pact set out in Annex 6, and
 send a scanned copy of each document referred to under (i) and (ii) above by Email to the successful Compliant Bidder as per the Bidding Timetable.
  - (c) The successful Compliant Bidder must sign and return to PLL, at the Email address set out in section 5.4.1(b) of this Bid Document, within

**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

twenty four (24) hours of the successful Compliant Bidder's receipt of the documents referred to in section 3.2(b) above, the complete, initialled and signed Confirmation Notice and Integrity Pact, with each signature duly witnessed.

- (d) PLL will countersign, and scan one Confirmation Notice, duly signed by both parties, and return the scanned copy to the successful Compliant Bidder by Email within one (1) working day.
- (e) Only upon countersignature by PLL of the Confirmation Notice (or of a print out of a signed soft copy thereof), a binding contract (a "Contract") for the supply and purchase of the relevant LNG cargo(es) shall be deemed to have been entered into pursuant to this tender. But until such countersignature, no such contract shall exist.
- (f) Hard copies of the Confirmation Notice, initialled and signed by both parties, will be exchanged together with the original Integrity Pact duly initialled by PLL and signed by the successful Compliant Bidder.

Please see section 5 of this Bid Document for further details on the tender process.

#### 4 **THE REQUEST FOR LNG CARGOES**

##### 4.1 **Specification**

The LNG to be delivered under this tender process shall meet the Specifications set out in Annex-B of the MSPA (Annex 1).

##### 4.2 **Quantity**

Each LNG cargo shall meet the following requirements, in accordance with the delivery schedule described in section 4.3 of this Bid Document:

- Energy Content: 3,200,000 MMBtu +/-5%
- Volumetric Quantity: 140,000 m<sup>3</sup> -2% to +5%

##### 4.3 **Schedule of delivery**

Each LNG cargo shall be available for delivery during the relevant Delivery Window (as defined in the MSPA) set out in the table below:

Cargo No.	Delivery Window	
	Start date	End date
1	6 <sup>th</sup> October 2017	7 <sup>th</sup> October 2017
2	11 <sup>th</sup> October 2017	12 <sup>th</sup> October 2017
3	16 <sup>th</sup> October 2017	17 <sup>th</sup> October 2017
4	21 <sup>st</sup> October 2017	22 <sup>nd</sup> October 2017



**PAKISTAN LNG LIMITED**

**BID DOCUMENT****4.4 Source of LNG**

- 4.4.1 For each of the LNG cargoes the Bidder is bidding for, the Bidder is required to provide the expected identity of the relevant Loading Port along with Seller's Facilities and the expected departure date of the LNG carrier from the Loading Port (as defined in the MSPA).
- 4.4.2 For each LNG cargo the Bidder is bidding for under this Tender, the Bidder shall confirm to PLL in writing the final location of the Loading Port, identity of Seller's Facilities and departure date from the Loading Port of the LNG carrier proposed to be used to transport that LNG cargo. This shall be done as soon as practicable, after execution of the relevant Confirmation Notice(s), but in no case later than fifteen (15) days prior to the first day of the relevant Delivery Window, unless the LNG delivery causes the LNG carrier to call at the Discharge Port and the Receiving Facilities (as defined in the Confirmation Notice) for the first time, in which case the relevant information shall be notified to PLL in writing twenty-one (21) days prior to the first day of the relevant Delivery Window.

**4.5 Terminal**

The terminal at which deliveries of each LNG cargo is to be made, is the PGPCCL Terminal at Port Qasim, Pakistan or such other LNG terminal within Pakistan as may be advised by PLL.

**4.6 LNG Carriers and Port Compliance**

- 4.6.1 For each LNG cargo the Bidder is bidding for, the Bidder must provide the name of the LNG carrier it proposes to use for the delivery of the relevant LNG cargo, its dimensions and volumetric cargo capacity, the applicable boil-off rate and the heel the Bidder is proposing to retain after unloading of the relevant LNG cargo.
- 4.6.2 Seller shall confirm to PLL, in writing, the final identity, dimensions and capacity of the LNG carrier for each of the LNG cargoes the Bidder is bidding for as soon as practicable, after execution of the relevant Confirmation Notice(s), but in no case later than fifteen (15) days prior to the first day of the relevant Delivery Window, unless the LNG delivery causes the LNG carrier to call at the Discharge Port and the Receiving Facilities (as defined in the Confirmation Notice) for the first time, in which case the relevant information shall be notified to PLL in writing twenty-one (21) days prior to the first day of the relevant Delivery Window.
- 4.6.3 All LNG carriers must comply with the requirements set out in the MSPA.
- 4.6.4 It is the responsibility of each Bidder to verify:
- Current parameters of Port Qasim (the current applicable Notice to Mariners is attached as Annex 7 but Bidders should check with the Port Qasim Authority (PQA) for updates)

**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

- To ensure compliance of the LNG carrier delivering the relevant LNG cargo with such parameters; and
- The Terminal Regulations until the time of completion of delivery of the relevant LNG cargo(es).

PLL shall not assume any responsibility in connection with any information provided by the PQA and any liability incurred by the Bidder for any loss or damage arising out of the information provided by or actions of the PQA. PLL is excluded from such liability to the maximum extent permitted by law.

**4.7 Contract Price**

4.7.1 The delivered ex-ship Contract Price for each LNG cargo shall be calculated as follows:

The price (in US\$/MMBtu) applicable to each LNG cargo, the "Contract Price" (CP), shall be determined in accordance with the following formula:

$$CP = [xx.xxxx] \% Brent_m$$

Where:

Contract Price (CP) applicable to the relevant LNG cargo is rounded to 4 decimal places;

Brent<sub>m</sub> for a given month is the arithmetic mean of the 3 values of BRICE (US\$/bbl) for the 3 months immediately preceding (and not including) the month in which the commencement of unloading of the LNG cargo falls. Brent<sub>m</sub> shall be rounded to 4 decimal places;

BRICE for a given month is the arithmetic mean of all the settlement prices (in US\$/bbl) for each quoted day of that month as published by the Intercontinental Exchange of the first line ICE Brent futures contract. The first line settlement price will be used except to the expiration date of each maturity. On such date, the applicable pricing quotation will be rolled to the second nearby maturity. BRICE will not be rounded.

Commencement of discharge shall be deemed to occur at the point at which the relevant LNG carrier is shown to be all fast in the port log at the Discharge Port (as defined in the MSPA).

- 4.7.2 Bidders are required to separately bid for each LNG cargo on the value of the percentage of Brent<sub>m</sub> only. The value of the percentage of Brent<sub>m</sub> applicable to the relevant LNG cargo shall be rounded to four (4) decimal places in order to assist in selecting the lowest percentage in the event of a tie.
- 4.7.3 Note that the use of a constant is not allowed and Commercial Offers that provide for a constant will be rejected.
- 4.7.4 Conditional Bids will be liable to be rejected. Whether or not a Bid is conditional will be determined at the sole discretion of PLL.



**PAKISTAN LNG LIMITED**

**BID DOCUMENT****4.8 Arrival Notices**

Notice provisions are set out in clause 10.1.1 of the MSPA. In case the total time the relevant LNG carrier takes to transport, any LNG cargo the Bidder is bidding for, between the Loading Port and the Discharge Port (both as defined in the MSPA), is equal to or less than:

- (a) 96 hours, clause 10.1.1(b) of the MSPA shall not apply;
- (b) 72 hours, clauses 10.1.1(b) and (c) of the MSPA shall not apply; and
- (c) 48 hours, clauses 10.1.1(b), (c) and (d) of the MSPA shall not apply.

**4.9 Allowed Laytime**

Bidders shall submit their Bids on the basis of the Allowed Laytime (as defined in the MSPA) of 36 hours.

**5 BID PROCESS OVERVIEW****5.1 Tender Process to be Adopted**

5.1.1 The tender process to be adopted is the “Open Competitive Bidding” process under the Single Stage Two Envelope Process as detailed in the Pakistan Public Procurement Rules 2004 (“**PPRA Rules**”) Rule 36(b) whereby each Bidder is required to submit one envelope containing the Technical Information and one envelope containing the Commercial Offer for the LNG cargo(es) the Bidder is bidding for as further described below. The Bid Cover Letter in the form set out in Annex 5, Part A should be provided separately or as part of the Technical Information but should not be enclosed in the Commercial Offer envelope.

5.1.2 In case a Bidder obtains the Bid Document from PLL’s website then each of Annexes 1, 2 and 6 printed by the Bidder for execution shall be deemed to fulfil the requirements of original hard copy documents referred to in section 3 of this Bid Document. For the avoidance of doubt, notwithstanding that the Bid Document has been obtained from PLL’s website, the Bidder shall be required to sign in original and pay the non-refundable fee referred to in the tender notice published on 6<sup>th</sup> May, 2017 and / or Corrigendum # 1 dated 7<sup>th</sup> June, 2017 and evidence of such payment shall be submitted as part of the Technical Information.

**5.2 Technical Information**

The envelope marked “Technical Information” shall contain:

- (a) The Technical Information Cover Letter in the form set out in Annex 5, Part B;
- (b) Evidence that the Bidder meets the eligibility criteria set out in Annex 4 (“Eligibility Criteria”). This being:



**PAKISTAN LNG LIMITED**

- i. Evidence that the Bidder has executed the MSPA.
- ii. The Confirmation Notice attached as Annex 2 to this Bid Document for each LNG cargo the Bidder is bidding for duly completed (apart from price) and initialled by the Bidder;
- iii. Evidential proof that the Bidder has delivered not less than eight (08) LNG cargoes during the last twenty-four (24) months, evidence of which can comprise bills of lading or unloading reports (clearly indicating a link to the Bidder) for such LNG cargoes;
- iv. Evidence of payment of the fee referred to in section 5.1.2 above; and
- v. The Bid Bond as required under section 5.4.12 of this Bid Document.

### 5.3 Commercial Offer

The envelope marked "Commercial Offer" shall contain the Commercial Offer Letter in the form set out in Annex 5, Part C containing the offer price for each LNG cargo the Bidder is bidding for. The percentage of Brent<sub>m</sub> that a Bidder is offering shall be separately specified for each LNG cargo the Bidder is bidding for, as referred to in section 4.7 of this Bid Document.

### 5.4 Submission of Bids, Validity and Other Conditions

- 5.4.1 Bids in the format set out in section 5.1 of this Bid Document in an envelope addressed to the Manager Procurement must be:
- (a) deposited in the Bid Box placed at ninth (9<sup>th</sup>) Floor, Petroleum House, G-5/2 Islamabad; or
  - (b) sent by post/courier to:  
 Manager Procurement  
 Pakistan LNG Limited  
 9<sup>th</sup> Floor,  
 Petroleum House  
 G-5/2.  
 Islamabad - 44000  
 PAKISTAN  
 Direct Tel: +92 51 9216904  
 E-mail: procurement@paklng.com

In each case to arrive no later than 14:00 hours (PST) on 11<sup>th</sup> July, 2017 ("**Deadline for Submissions**").

- 5.4.2 Bids should be marked as "**Bids for Supply of LNG**".
- 5.4.3 Submissions of Bids by Email will not be allowed.
- 5.4.4 The envelope marked "Technical Information" shall be opened at 14:30 hours (PST) on 11<sup>th</sup> July, 2017 at the Ninth Floor (9<sup>th</sup>), Petroleum House, G-5/2 Islamabad or such other



PAKISTAN LNG LIMITED

**BID DOCUMENT**

venue as may be advised by PLL in the presence of such Bidders or their duly authorised representatives who may wish to be present.

- 5.4.5 If the Technical Information provided is complete and fully compliant with the requirements of this Bid Document and the Bidder meets the Eligibility Criteria, and in case PLL does not already have an MSPA with that Compliant Bidder, PLL will countersign the MSPA of that Compliant Bidder in accordance with the procedure set out in section 3 of this Bid Document.
- 5.4.6 PLL will notify all Bidders of their relevant compliance status by scanned letter sent to the Email address provided by each Bidder in the initial Bid Document request letter along with the date (in case of any change of date), time and venue at which PLL will be opening the Commercial Offers in the presence of such Compliant Bidders or their duly authorised representatives who may wish to be present.
- 5.4.7 The Commercial Offer(s) of each Compliant Bidder shall be opened at the notified time, date and venue and will be evaluated in accordance with section 5.6 of this Bid Document.
- 5.4.8 The Commercial Offer of Bidders whose Technical Information is not complete and/or fully compliant with the requirements of this Bid Document will be returned unopened to the relevant Bidder.
- 5.4.9 Conditional Bids (that is Bids deviating in any form or manner from the requirements of this Bid Document) will not be accepted. If a Seller submits both conditional and unconditional Bids, only the unconditional Bids will be considered.
- 5.4.10 A Bid shall remain valid for acceptance until the relevant Bid Validity Date indicated in the Bidding Timetable.
- 5.4.11 As provided in section 1.3 bids may be submitted for one (01) or more cargoes, but such Bids shall be on separate Bid letters and the bids for each cargo shall constitute a separate Bid.
- 5.4.12 Bidders are required to submit one (01) bid bond with their Bid irrespective of the number of LNG cargoes they are bidding for. This shall be in the form of an unconditional bank guarantee in the form attached as Appendix-A to Annex 5 of this Bid Document. The bid bond shall be in favour of PLL from a scheduled bank operating in Pakistan with a long term credit rating of at least AA from PACRA/JCR-VIS or equivalent from a reputable international credit rating agency for the amount of United States Dollars Three hundred thousand (USD 300,000) ("**Bid Bond**"). The Bid Bond of the unsuccessful Bidders will be returned within five (05) Pakistan business days after the award of all Contract(s) for which such Bidder has Bid. The Bid Bond will be enforced by PLL:
- (a) if it has been found that the Bidder has made any misrepresentation regarding the Eligibility Criteria, has submitted any incorrect, misleading or falsified document or information or has been found at any time to have discussed its Bid or to have exchanged information with any Bidder or to have committed any unlawful act(s) of collusion or bribery in relation to this Bid Document; or



**PAKISTAN LNG LIMITED**



**BID DOCUMENT**

- (b) in the event of failure by the successful Compliant Bidder to execute the Confirmation Notice(s) in respect of the LNG cargo(es) which has/have been awarded to it or if it fails or refuses to duly furnish the performance (bank) guarantee referred to in section 5.4.13; or
  - (c) on the occurrence of any other event of default/breach mentioned in this Bid Document.
- 5.4.13 Successful Compliant Bidder(s) will be required to substitute their respective Bid Bond with an unconditional and irrevocable bank guarantee for an amount of ten percent (10%) of the total value of the Contract (that is the price offered by the relevant Compliant Bidder(s) for the relevant LNG cargo multiplied by its Estimated Contract Quantity (as defined in the MSPA)) or, if relevant, the total value of all Contracts the Compliant Bidder is entering into with PLL calculated in accordance with section 5.4.14 of this Bid Document, in US Dollars, substantially in the form attached as Appendix-B to Annex 2 of this Bid Document from a scheduled bank operating in Pakistan with a long term credit rating of at least AA from PACRA/JCR-VIS or equivalent from a reputable international credit rating agency (“**Performance Guarantee**”) as per Bidding Timetable. The Performance Guarantee will be enforced by PLL in the event of failure of the Compliant Bidder to comply with any of the conditions of the Contract without prejudice to any rights and remedies to which PLL may be entitled under the relevant Contract.
- 5.4.14 For the purposes of section 5.4.13 of this Bid Document, if PLL selects a Compliant Bidder for more than one (01) LNG cargo and therefore enters into more than one (01) Contract, the DES value of each LNG cargo as set out in the relevant Bid letter will be added up to determine the total value of the Performance Guarantee. If the Compliant Bidder subsequently fails to comply with any of the conditions of any of these Contracts, PLL will en-cash under the Performance Guarantee the sum of ten percent (10%) of the value of each of the Contracts the Seller has breached, without prejudice to any rights and remedies to which PLL may be entitled under each of the relevant Contracts.
- 5.4.15 By submitting a Bid(s), each Bidder accepts this Bid Document (including its Annexes and their Appendices) without any conditions or restriction of any kind and agrees that PLL shall not bear any liability to the Bidder in respect of any refusal or failure to accept that Bidder’s Bid(s), or any cost or expenses related to that Bid(s) or any loss or damages arising out of this Bid Document, the conduct of this tender process, or in respect of any matter arising from this Bid Document. Each Bidder acknowledges and agrees that it submits its Bid(s) entirely at its own risk.
- 5.4.16 The regulations and policy of the GOP concerning the origin of the LNG, flag of the LNG carrier and any trade restrictions and other relevant matters shall apply to each Bid and it is the responsibility of the Bidder that all aspects of its Bid are in compliance with the same. Any information, analysis and/or studies issued in connection with or pursuant to this Bid Document are issued to Bidders solely for the purpose of reference information in relation to this tender process and shall not release a Bidder in any way from its obligations to ensure compliance with any applicable law, decree, regulation, procedure, international, national or local standard or decision relating to safety, environmental protection and navigation, shipping operations, storage, logistics and ship

**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

to ship transfer applicable to LNG cargoes and/or LNG quantities to be delivered at the Terminal or such other LNG terminal within Pakistan as may be advised by PLL.

- 5.4.17 It is agreed by each Bidder that if at any point in time, whether during the tender process or the duration of the Contract, it is established that the Bidder is not eligible for any reason(s) whatsoever, or there is a breach of this Bid Document and/or the MSPA, the Bid(s), the ensuing tender award and/or the relevant Contract(s), as the case may be, will be considered to be void ab initio. PLL will be entitled, at its sole discretion, to en-cash the Bid Bond or the Performance Guarantee, as applicable, in the manner set out in section 5.4.12, 5.4.13 or 5.4.14. The decision of PLL in this regard will be conclusive, final and binding upon the Bidder and the Bidder hereby waives all its rights and claims as far as the said decision of PLL is concerned.
- 5.4.18 Bidders are expected to examine all instructions, terms and conditions and other information in this Bid Document (by way of any necessary due diligence) before submitting their Bid. By submitting its Bid, each Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting this tender process. Failure to furnish all information required by this Bid Document or submission of an incomplete Bid or a Bid which is not substantially responsive in every respect to this Bid Document will be at the Bidder's risk and may result in the rejection of its Bid. PLL reserves the right to verify at its sole discretion any or all information submitted in the Bid and to reject any Bid containing any false information or misrepresentation or non-disclosure. In case of such rejection the Bid Bond shall be forfeited to PLL.
- 5.4.19 Any Bidder who is found by PLL, at any time, to have discussed its Bid or to have exchanged information with any other Bidder, or to have committed any unlawful act(s) of collusion or bribery in relation to this Bid Document may, at the sole discretion of PLL, be disqualified from this tender process, without prejudice to any rights and remedies to which PLL may be entitled in respect of such act(s) under the MSPA, this Bid Document, or where applicable, under any relevant law that may be applicable.

## **5.5 Acceptance / Rejection of Bids**

PLL reserves the right to reject any or all Bids at any time prior to the acceptance of a Bid and award of a Contract without incurring any liability to the Bidders. PLL may accept the individual Commercial Offer(s) in respect of any one (01) or more the LNG cargoes comprised in a Bid from a Compliant Bidder, whereupon the Compliant Bidder shall sign the completed Confirmation Notice in respect of each such LNG cargo and the relevant Contract(s) shall be entered into upon countersignature of the completed Confirmation Notice by PLL as more fully described in section 3.2(e) of this Bid Document.

## **5.6 Process of Evaluation of Commercial Offer and Award Criteria**

- 5.6.1 PLL will evaluate each Commercial Offer of each of the Compliant Bidders. Award for a Contract in respect of each LNG cargo will be made based on the lowest percentage of Brent<sub>m</sub> (as defined in section 4.7.1 of this Bid Document) offered by any Compliant Bidder for that LNG cargo.



**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

5.6.2 PLL will announce the bid evaluation results in a bid evaluation report as per Bidding Timetable mentioned above.

5.6.3 The selection of a Bid, and award of an LNG cargo in accordance with that Bid, will be made by PLL and the Bidder will be notified as per Bidding Timetable mentioned above.

**5.7 Cancellation of Tender Process**

PLL shall have the right at any time to cancel this tender process in whole or in part (for any or all Cargo(es)) or to reject any or all Bids without assigning any reason, and without incurring any cost or liability for such cancellation, nor will PLL be obligated to concede any compensation or indemnity to any person (including the Bidder). In case of cancellation of the tender process in whole or in respect of any Cargo or Cargoes for which the Bidder is bidding, the Bid Bond will be returned to the Bidder within five (05) Pakistan business days of such cancellation without any interest or accrual thereon.

**6 PLL RESERVED RIGHTS**

PLL shall have the right at any time, or from time to time, to modify the terms of this Bid Document, postpone the date for receiving and opening each of the envelopes included in a Bid, or extend the timelines set out herein, without PLL incurring any liability to the Bidders, or to any one of them, as a consequence thereof and this Bid Document is to be read in conjunction with any addenda issued pursuant to it. In case of any extension of timelines hereunder, the Bidder will be required to extend the validity of its Bid accordingly; provided that the Bidder shall be entitled to withdraw its Bid(s) for such Cargo(es) for which the timelines have been extended beyond the relevant Bid validity date for such Cargo indicated in the Bidding Timeable and if the same results in the Bidder withdrawing from this tender process entirely to have its Bid Bond returned within five (05) Pakistan business days after its withdrawal.

**7 DISCLAIMER**

- (a) This Bid Document does not constitute an agreement nor does it constitute a representation that PLL will enter into any Contract with any Bidder, or at all, or that it will purchase any LNG under this tender process. Any contractual commitment on the part of PLL will be subject to the execution of the MSPA and a Confirmation Notice between PLL and the successful Compliant Bidder, pursuant to the terms of the MSPA and this Bid Document, and only those representations and warranties that are made by it in a definitive written agreement, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive written agreement, shall have any legal effect.
- (b) The information contained in this Bid Document or subsequently provided to Bidders, whether orally or in documentary form, by or on behalf of PLL, or any of its employees, officers or advisers, is provided to the Bidders on the terms and conditions set out in this Bid Document.

**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

- (c) The information contained in this Bid Document does not purport to be comprehensive or contain all of the information that a Bidder may desire with respect to the tender and is subject to updating and amendments at any time. None of PLL or its directors, officers, employees or advisors makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information in this Bid Document or the information contained herein or any other information relating to the tender process whether written, oral or in a visual or an electronic form transmitted or made available to the recipients of this information and none of PLL or its directors, officers, employees or advisors shall have any liability for the information contained in, or omitted from this Bid Document, nor for any of the written, oral, electronic or other communications transmitted to the Bidder in the course of the Bidder's investigation and evaluation in relation to, and the submission of, its Bid pursuant to this Bid Document.

**8 CONFIDENTIALITY**

Bidders shall keep strictly confidential and shall not disclose any confidential information relating to this tender process or PLL's business or operations.

**9 GOVERNING LAW AND JURISDICTION**

This tender process and this Bid Document shall be governed by, and construed in accordance with the laws of Pakistan. The Courts at Karachi shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with this tender process and the Bidders submit to the jurisdiction of the Courts at Karachi. However, the MSPA and the Confirmation Notice will be governed by English law.

**10 COST OF BIDDING**

Each Bidder shall bear all costs associated with its participation in the tender process, and PLL will under no circumstances be responsible or liable for those costs, regardless of the conduct or outcome of this tender.

**11 KNOWLEDGE OF LOCAL CONDITIONS**

Each Bidder shall be obligated to fully inform itself of all local conditions and factors and all federal, provincial and local laws, regulations and guidelines which may have an effect on its ability to execute the Project. Bidders shall have sole responsibility to determine and investigate all matters pertaining to the execution of the Project including the nature and condition of Port Qasim, the Terminal, the LNG re-gasification terminal operated by Engro Elengy Terminal (Pvt) Ltd at Port Qasim, Karachi, meteorological and oceanographic conditions and all other factors that may affect the cost, duration and execution of the Project.

**12 AMENDMENT**

PLL reserves the right to amend, modify, supplement or withdraw this tender or any part thereof including without limitation the form of MSPA and Confirmation Notice at any time or times without any liability or obligation on the part of PLL.

**PAKISTAN LNG LIMITED**

BID DOCUMENT

**ANNEX 1: LNG MASTER SALE AND PURCHASE AGREEMENT DELIVERED EX-SHIP**



PAKISTAN LNG LIMITED

BID DOCUMENT

ANNEX 2: CONFIRMATION NOTICE



PAKISTAN LNG LIMITED

**BID DOCUMENT**

**APPENDIX 1 OF ANNEX 2: FORM OF PLL's LETTER OF CREDIT**



**PAKISTAN LNG LIMITED**

BID DOCUMENT

**ANNEX 3: POA STANDARD OPERATING PROCEDURES FOR OPERATING LNG  
CARRIERS AND CONDITIONS OF USE**



PAKISTAN LNG LIMITED



## BID DOCUMENT

**ANNEX 4: ELIGIBILITY CRITERIA**

As part of the Technical Information, the Bidder has provided:

- (a) Evidence that the Bidder has signed the MSPA with PLL.
- (b) **The Confirmation Notice for each of the LNG cargoes the relevant Bidder is bidding for as provided in Annex 2 to this Bid Document** with all the relevant information (except price) having been included in manuscript form, its pages initialled and no other amendments having been made to that document or those documents, as applicable;
- (c) Evidential proof that the Bidder has delivered not less than eight (08) LNG cargoes during the last twenty four (24) months, which can comprise bills of lading or unloading reports (clearly indicating a link to the Bidder) for each of the relevant LNG cargoes;
- (d) The Bid Bond in the value of US Dollars Three Hundred Thousand (300,000 USD); and
- (e) Evidence of payment of the non-refundable fee of Rupees two thousand (Rs. 2,000) for the tender documents.



PAKISTAN LNG LIMITED

BID DOCUMENT

ANNEX 5: FORM OF BID LETTERS



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART A-1: FORM OF BID COVER LETTER

**(Delivery Window: 6-7 October, 2017)****Chief Operating Officer**

Pakistan LNG Limited

Petroleum House

9<sup>th</sup> Floor.

G-5/2

Islamabad - 44000

PAKISTAN

Subject: **BID FOR SUPPLY OF LNG SPOT CARGO**  
**(Delivery Window: 6-7 October, 2017)**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi.

We are pleased to submit our firm offer in connection with which we attach one sealed envelope containing our Technical Information and a separate sealed envelope containing our Commercial Offer, each clearly marked as such. We confirm that our Bid is open for acceptance until 21:00 hours PST on 8<sup>th</sup> August, 2017.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART A-2: FORM OF BID COVER LETTER

**(Delivery Window: 11-12 October, 2017)**

**Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF LNG SPOT CARGO**  
**(Delivery Window: 11-12 October, 2017)**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi.

We are pleased to submit our firm offer in connection with which we attach one sealed envelope containing our Technical Information and a separate sealed envelope containing our Commercial Offer, each clearly marked as such. We confirm that our Bid is open for acceptance until 21:00 hours PST on 16<sup>th</sup> August, 2017.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART A-3: FORM OF BID COVER LETTER

**(Delivery Window: 16-17 October, 2017)**

**Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF LNG SPOT CARGO**  
**(Delivery Window: 16-17 October, 2017)**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi.

We are pleased to submit our firm offer in connection with which we attach one sealed envelope containing our Technical Information and a separate sealed envelope containing our Commercial Offer, each clearly marked as such. We confirm that our Bid is open for acceptance until 21:00 hours PST on 21<sup>st</sup> August, 2017

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART A-4: FORM OF BID COVER LETTER

**(Delivery Window: 21-22 October, 2017)****Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF LNG SPOT CARGO**  
**(Delivery Window: 21-22 October, 2017)**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi.

We are pleased to submit our firm offer in connection with which we attach one sealed envelope containing our Technical Information and a separate sealed envelope containing our Commercial Offer, each clearly marked as such. We confirm that our Bid is open for acceptance until 21:00 hours PST on 22<sup>nd</sup> August, 2017.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART B: FORM OF TECHNICAL INFORMATION COVER LETTER

**Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF LNG SPOT CARGOES**  
**-Technical Information-**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi pursuant to which we attach the information required for technical compliance as follows:

1. Details relating to our meeting the Eligibility Criteria encompassing the following:
  - (a) Two sets of the MSPA duly executed by us;
  - (b) The Confirmation Notice for each of the LNG cargoes we are bidding for with all terms (other than price) duly completed in manuscript form and each page initialed by us;
  - (c) [bills of lading][unloading reports]<sup>1</sup> for the delivery of eight (8) LNG cargoes within the last twenty-four (24) months as evidential proof of such deliveries;
2. Bid Bond in the value of US Dollars Three Hundred Thousand (300,000 USD).
3. Where required, evidence of payment of the fee of Rupees two thousand (Rs. 2,000) referred to in the advertisement relating to Bid for supply of LNG issued on 6<sup>th</sup> May, 2017 and / or Corrigendum # 1 dated 7<sup>th</sup> June, 2017.

Thanking you.

Yours faithfully,

Authorised Signatory/ies:  
Designation, Company,  
Date:

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<sup>1</sup> For Bidder to select.



PAKISTAN LNG LIMITED

## BID DOCUMENT

## PART C-1: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017

## CARGO

(Delivery Window: 6-7 October, 2017)

**Chief Operating Officer**

Pakistan LNG Limited

Petroleum House

9<sup>th</sup> Floor.

G-5/2

Islamabad - 44000

PAKISTAN

Subject: **BID FOR SUPPLY OF OCTOBER LNG SPOT CARGO**

(Delivery Window: 6-7 October, 2017)

**-Commercial Offer-**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi:

The percentage for Brent<sub>m</sub> for the September LNG cargo (Delivery Window: 6-7 October, 2017)

offered by us is:

[xx.xxxx]

We confirm that this offer is open for acceptance until 2100 hours PST on 8<sup>th</sup> August, 2017.

We further acknowledge that we have read all terms and conditions of the Bid Document and its respective Appendices, Addendums (where applicable) and Annexures and we confirm all of them are acceptable to us.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):

Designation, Company,

Date:



PAKISTAN LNG LIMITED



## BID DOCUMENT

**PART C-2: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017  
CARGO****(Delivery Window: 11-12 October, 2017)**

**Chief Operating Officer**  
Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF OCTOBER LNG SPOT CARGO**  
**(Delivery Window: 11-12 October, 2017)**

**-Commercial Offer-**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi:

The percentage for Brent<sub>m</sub> for the September LNG cargo **(Delivery Window: 11-12 October 2017)** offered by us is:

[xx.xxxx]

We confirm that this offer is open for acceptance until 2100 hours PST on 16<sup>th</sup> August, 2017.

We further acknowledge that we have read all terms and conditions of the Bid Document and its respective Appendices, Addendums (where applicable) and Annexures and we confirm all of them are acceptable to us.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



**PAKISTAN LNG LIMITED**

## BID DOCUMENT

**PART C-3: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017  
CARGO****(Delivery Window: 16-17 October, 2017)****Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF OCTOBER LNG SPOT CARGO**  
**(Delivery Window: 16-17 October, 2017)**

**-Commercial Offer-**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi:

The percentage for Brent<sub>m</sub> for the September LNG cargo **(Delivery Window: 16-17 October 2017)** offered by us is:

[xx.xxxx]

We confirm that this offer is open for acceptance until 2100 hours PST on 21<sup>st</sup> August, 2017.

We further acknowledge that we have read all terms and conditions of the Bid Document and its respective Appendices, Addendums (where applicable) and Annexures and we confirm all of them are acceptable to us.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

**PART C-4: FORM OF COMMERCIAL OFFER LETTER FOR OCTOBER 2017  
CARGO****(Delivery Window: 21-22 October, 2017)****Chief Operating Officer**

Pakistan LNG Limited  
Petroleum House  
9<sup>th</sup> Floor.  
G-5/2  
Islamabad - 44000  
PAKISTAN

Subject: **BID FOR SUPPLY OF OCTOBER LNG SPOT CARGO**  
**(Delivery Window: 21-22 October, 2017)**

**-Commercial Offer-**

Dear Sir,

This is with reference to your invitation to bid for supply of LNG on a DES basis at Port Qasim, Karachi:

The percentage for Brent<sub>m</sub> for the September LNG cargo **(Delivery Window: 21-22 October)** offered by us is:

[xx.xxxx]

We confirm that this offer is open for acceptance until 2100 hours PST on 22<sup>nd</sup> August, 2017.

We further acknowledge that we have read all terms and conditions of the Bid Document and its respective Appendices, Addendums (where applicable) and Annexures and we confirm all of them are acceptable to us.

Thanking you.

Yours faithfully,

Authorised Signatory (ies):  
Designation, Company,

Date:



PAKISTAN LNG LIMITED

## BID DOCUMENT

**APPENDIX – A: FORM OF BID BOND IN FORM OF BANK GUARANTEE  
(TO BE FURNISHED ON STAMP PAPER OF APPROPRIATE VALUE)**

**Issue Date:  
Guarantee No.**

**Pakistan LNG Limited**  
Petroleum House  
9<sup>th</sup> Floor  
G-5/2  
Islamabad - 44000  
PAKISTAN

Whereas M/s \_\_\_\_\_ (hereinafter called the "BIDDER") has submitted his/their Bid no. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "BID").

KNOW ALL MEN BY THESE PRESENTS that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "THE BANK") are bound unto PAKISTAN LNG LIMITED (hereinafter called "THE BUYER") in the sum mentioned herein and for which payment will and truly be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the Bank this \_\_\_\_\_ day \_\_\_\_\_ of 2017.

The conditions of this obligation are that:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid, OR
2. If the Bidder having been notified of the acceptance of his Bid during the validity of this guarantee:
  - a. Fails or refuses to execute the Confirmation Notice required, OR
  - b. Fails or refuses to furnish the performance guarantee, in accordance with the instructions to Bidders,

We undertake to pay to the Buyer up to the above amount upon receipt of its written demand, without the Buyer having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. The Bank will not require any further evidence or proof of the specified condition having been met.

This guarantee will remain in force and valid up to and including seven Pakistan business days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than 4<sup>th</sup> September, 2017.

Our maximum liability under this guarantee shall not exceed the sum Three Hundred Thousand US Dollars (300,000 USD) and your claim if any lodged in writing at our counters on or before the date mentioned above will be paid in US Dollars, free and clear of any counterclaim, set off, deduction or withholding.



**PAKISTAN LNG LIMITED**

**BID DOCUMENT**

This Guarantee shall be governed by and construed in accordance with the laws of Pakistan and the Courts of Karachi shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the tender process.

For and on behalf of

Bank



**PAKISTAN LNG LIMITED**

BID DOCUMENT

ANNEX 6: INTEGRITY PACT



PAKISTAN LNG LIMITED

## BID DOCUMENT

**ANNEX 7: NOTICE TO MARINER****PERMISSIBLE DRAUGHTS AND DIMENSIONS AT PORT MUHAMMAD BIN QASIM**

PQA Notice to Mariner No.79/2016

1. Information about permissible draughts and dimensions.
2. Maximum permissible Draughts and Dimensions for ships calling at Port Muhammed Bin Qasim as per PQA Notice to Mariners No. 79/2016 during the from 1st November, 2016 to 15th May, 2017:

Berth/Terminal	Permissible Draught (M)	LOA (M)	Beam (M) extreme
LCT	10.00	210.00	33.00
MW Berth No.1	10.00	225.00	33.00
MW Berth No.2	10.50	225.00	33.00
MW Berth No.3	10.00	225.00	33.00
MW Berth No.4	10.50	225.00	33.00
QICT - 1	12.00	up to 310.00	46.50
QICT - 1	12.00	More than 310 and upto 330	45.00
QICT - 2	13.00	upto 310.00	46.50
QICT - 2	13.00	more than 310 and upto 330.00	45.00
FAP G.T.	13.00 Max. DWT 75000 tons	250.00	43.50
EVTL -13	11.00	225.00	40.00
IOCB	12.00 Max. DWT 75000 tons	230.00	40.00
FOTCO	13.00 Max. DWT 75000 tons	245.00	41.50
SSGC / LPG	10.00	163.00	33.00
LNG - 1	12.00 *	295.00	43.40

\* FBMS studies recommends LNGC calling to Port Qasim to have a draft of 10.8 m to 12.0 m depending upon the environmental conditions.

General Notes



PAKISTAN LNG LIMITED

## BID DOCUMENT

3. The above draughts and dimensions are subject to availability of sufficient height of tide favourable wind and weather conditions at the time of passage for berthing / sailing of vessels.
4. The Above notified draughts and dimensions are subject to change in case of abnormal siltation if any.
5. Berthing at risk and cost of owners / agents.
6. Ships are to commence discharging immediately after berthing.
7. Ships on arrival at outer anchorage are requested to intimate correct draughts / dimensions.
8. Vessels violating notices to Mariners will not be accepted.
9. PQA Notice to Mariner No.78/2016, extended dated 23-09-2016 stands cancelled.
10. Deeper draught vessels will be handled by taking benefit of the tide.
11. Any case of misdeclaration / concealment of draughts / dimensions by the Master , Owner, Agent etc. will be construed as violation to the above notice to mariner and liable for imposition of penalty as per port rules.
12. Draughts & dimensions for marginal wharves and other terminals will revised. If necessary dredging is carried out during the period.
13. Container Vessel of L.O.A more than 280 meters should be with operational BOW thruster or prior permission for berthing / unberthing from PQA will be required.

(Capt. Nouman Hassan)  
Deputy Conservator



PAKISTAN LNG LIMITED