Standard Bidding Document

Invitation to Bid for Supply of LNG (Dec-2026 & Jan-2027) - LNGT81 (Goods)

International

Single Stage-Two Envelope

November 12, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Pakistan LNG Limited (Ministry of Energy, Petroleum Division)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan LNG Limited (Ministry of Energy, Petroleum Division)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Invitation to Bid for Supply of LNG (Dec-2026 & Jan-2027) - LNGT81**" with the reference of **"P196029"**

2. The **Pakistan LNG Limited (Ministry of Energy, Petroleum Division)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/196029** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Wednesday, November 18, 2026 02:00 PM**. E-bids will be opened using **EPADS v2.0** on the same day at **Wednesday, November 18, 2026 02:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who

have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through EPADS v2.0:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the procuring agency pursuant to **ITB 17.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security documents, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid openning except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bid:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of bid(s) opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the respective Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.**

31.2 **Least Cost Based Selection (LCBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan LNG Limited (Ministry of Energy, Petroleum Division)**

The subject of procurement is: **Invitation to Bid for Supply of LNG (Dec-2026 & Jan-2027) - LNGT81**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Monday, December 14, 2026**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P196029**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Sunday, November 15, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Sunday, November 15, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Sunday, November 15, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their related documents:

See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **1 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security shall be in the Name of : **Pakistan LNG Limited**
The Bid Security shall be in the form of: **Bank Guarantee**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad. before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, November 18, 2026 02:00 PM**

Day *:* ***Wednesday***

Date: ***Wednesday, November 18, 2026***

Time *:* ***02:30 PM***

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Wednesday***

Date: ***Wednesday, November 18, 2026***

Time *:* ***02:30 PM***

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
None

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**90**
Technical Evaluation Criteria	
1. Evidence that the Bidder has executed the MSPA. Partially signed MSPA for suppliers who have not yet executed MSPA with PLL (Quantitative)(Doc Required)	20
2. The Standard Confirmation Notice attached as Annex 2 to PLL's Bid Document duly completed (apart from price) and initialled by the Bidder (Quantitative)(Doc Required)	20
3. 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 (Quantitative)(Doc Required)	20

4. The Bid Bond, or swift message for issuance of bid bond, as required under section 5.4.10 of PLL's Bid Document. (Quantitative)(Doc Required)	20
5. Form of Bid Cover Letter; Annex-5, Part-A of PLL's Bid Document (Quantitative)(Doc Required)	20

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security
Cargo-1 (14-16 Dec 2026)	Liquefied natural gas LNG	**Address:** Port Qasim, Karachi, Pakistan **Schedule:** 27 Days **Quantity:** 3200000/MMBTU	3200000/MMBTU	42000000 PKR
Cargo-2 (9-11 Jan 2027)	Liquefied natural gas LNG	**Address:** 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad. **Schedule:** 53 Days **Quantity:** 3200000/MMBTU	3200000/MMBTU	42000000 PKR

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Cargo-1 (14-16 Dec 2026)

UNSPSC: Liquefied natural gas LNG

Specifications / Requirementsss:

Reference	Characteristic	Unit of Measure	Limit
1	Higher Heating Value	Btu/scf	947.6 to 1140
2	Wobbe Index	Btu/scf	1292 to 1435
3	Inert Gases, Total	% (v/v)	4 max
4	Hydrocarbon Dew Point	°C	-4 max at 5,500 kPa abs
5	Carbon Dioxide (CO2)	% (v/v)	2.0 max
6	Oxygen (O2)	% (v/v)	0.2 max
7	Hydrogen Sulphide (H2S)	mg/m3	5.49 max
8	Total Sulphur	mg/m3	35 max
9	Total Mercury	µg/Nm3	0

Item: Cargo-2 (9-11 Jan 2027)

UNSPSC: Liquefied natural gas LNG

Specifications / Requirementsss:

Reference	Characteristic	Unit of Measure	Limit
1	Higher Heating Value	Btu/scf	947.6 to 1140
2	Wobbe Index	Btu/scf	1292 to 1435
3	Inert Gases, Total	% (v/v)	4 max
4	Hydrocarbon Dew Point	°C	-4 max at 5,500 kPa abs
5	Carbon Dioxide (CO2)	% (v/v)	2.0 max
6	Oxygen (O2)	% (v/v)	0.2 max
7	Hydrogen Sulphide (H2S)	mg/m3	5.49 max
8	Total Sulphur	mg/m3	35 max
9	Total Mercury	µg/Nm3	0

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

g. “The Contract” means an agreement enforceable by law;

h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

i. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

j. “GCC” means the General Conditions of Contract contained in this section;

k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

o. “Effective Date” means the date on which this Contract comes into force and effect.

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

r. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

v. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

w. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. “In Writing” means communicated in written form with proof of receipt;

z. “Local Currency” means the currency of Pakistan;

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of the Contract

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.4 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.5 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: **Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.**

The Supplier is:

The title of the subject procurement is: **Invitation to Bid for Supply of LNG (Dec-2026 & Jan-2027) - LNGT81**

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement
9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
+92-321-525-8303
ahmed.rasheed@paklng.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement
9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
+92-321-525-8303
ahmed.rasheed@paklng.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the

Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Pakistan LNG Limited**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P196029***

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Invitation to Bid for Supply of LNG (Dec-2026 & Jan-2027) - LNGT81 (*P196029*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan LNG Limited (Ministry of Energy, Petroleum Division), Head of LNG Procurement 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

FORM OF COMMERCIAL OFFER LETTER

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM OF COMMERCIAL OFFER LETTER** (page number: 72)

PLL's Bid Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **PLL's Bid Document** (page number: 73)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

PART C: FORM OF COMMERCIAL OFFER LETTER

Chief Executive Officer
Pakistan LNG Limited
9th Floor, Petroleum House, G-5/2
Islamabad – 44000, Pakistan

Subject: **BID FOR SUPPLY OF SPOT CARGO(ES) (PLL/IMP/LNGT81)**

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 offered Contract Price(s) in US$/MMBTU for the respective LNG Cargo(es) of the subject tender are as follows:

Cargo (delivery period)	**Contract price USD/MMBtu [xx.xxxx]**	**Conversion factor PKR/USD**	**EPADS unit price PKR/MMBtu [xxxx.xx]**	**Indicative quantity MMBtu**	**Indicative EPADS cargo value PKR**
Cargo - 1 (14–16 December 2026)	[A]	280	[A × 280]	3,200,000	[A × 280 × 3,200,000]
Cargo - 2 (9–11 January 2027)	[B]	280	[B × 280]	3,200,000	[B × 280 × 3,200,000]

We confirm that this offer is open for acceptance until 2200 hours PST on 18 November 2026.

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.

Yours faithfully,

Authorised Signatory (ies):
Designation, Company,
Date:

PAKISTAN LNG LIMITED
("PLL")

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

(PLL/IMP/LNGT81)

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BIDDING TIMETABLE

Description of activity	**Date**
Date for bids invitation	12 November 2026
Deadline for Submissions	18 November 2026, 1400 hours (PST)
Date and Time when "Technical Information" will be opened	18 November 2026, 1430 hours (PST)
Date and Time when "Commercial Offers" of technically Compliant Bidders will be opened	18 November 2026, 1800 hours (PST) or such other date as PLL may advise
Bid Validity End Date and Time	18 November 2026, 2200 hours (PST)
Date of award notification	18 November 2026
Deadline for the successful Compliant Bidder to provide Performance Guarantee	20 November 2026 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	20 November 2026 or such other date as PLL may advise
Delivery Periods	Cargo 1 (14 – 16 December 2026) Cargo 2 (9 – 11 January 2027)

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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 agremeent ("**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 two (02) cargoes of LNG through its invitation dated 12 November 2026.

1.3.1 The Bidder shall submit the following alongwith its bid:

Bid Cover Letter	Technical Information Cover Letter	Commercial Offer Letter	Confirmation Notice (CN)
Annex 5 Part A Submission of one cover letter by the Bidder, in the form specificied in Annex 5 Part A, specifying the bid for each respective cargo.	Annex 5 Part B Submission of one technical information cover letter, specified in Annex 5 Part B, irrespective of the number of cargoes for which the Bidder intends to bid.	Annex 5 Part C Submission of one letter that provides the commercial offer(s) for each respective cargo along with required information, in the form specified in Annex 5 Part C, that the Bidder is submitting its bid for.	Annex 2 Submission of one confirmation notice, irrespective of the number of cargoes for which a Bidder intends to bid for. Duly initialed Standard Confirmation Notice, in the form as provided in Annex 2, to be submitted with the Bid.

1.3.2 The information/documentation submitted, as per 1.3.1 of this Bid Document, for each cargo shall be considered, and evaluated by PLL, as a separate Bid. The Commercial Offer(s), as provided against the relevant cargo in Annex 5 Part C, will set out the price for that each respective Cargo. PLL will evaluate each Commercial Offer(s) based on the lowest Contract Price in US$/MMBtu (as defined in section 4.7.1 of this Bid Document) offered by any Compliant Bidder for that LNG cargo.

1.4 Bids shall be unconditional and the Bidder shall not modify the terms of this Bid Document. Breach of this requirement shall make such Bids conditional, entitling PLL to reject them.

1.5 The contract for each cargo will be awarded through a Confirmation Notice signed pursuant to the MSPA.

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 Energy (Petroleum Division), Government of Pakistan ("**GOP**"). It is a wholly owned subsidiary of Government Holdings Private Limited ("**GHPL**").

2.1.2 GHPL was incorporated as a private limited company in April 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 Energy (Petroleum Division).

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.

2.2 Pakistan Gas Port Consortium Limited Terminal

2.2.1 PGPCL is a wholly owned subsidiary of Pakistan GasPort Limited and has established Pakistan's second LNG import terminal located at Port Qasim, Karachi. PGPCL provides storage and regasification services to PLL, under a 15-year terminal access agreement.

2.2.2 The Terminal comprises 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**").

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^3 and peak regasification capacity of 750 mmscfd.

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 Port Qasim is currently accessible through a 45 km long channel marked by channel buoys.

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2.3.3 The current Notice to Mariners can be found at https://www.pqa.gov.pk/en/port-operations/notice-to-mariners (updated from time to time) which provides further details of the port.

2.4 Gas Utilities

Sui Southern Gas Company Limited ("**SSGC**") and Sui Northern Gas Piplines 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**"), prepared by the Terminal operator (PGPCL) and can be found at http://www.paklng.com/Terminal/STS_Operations_Manual_20180405.pdf (updated from time to time). Furthermore, 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 All formal requests for clarification of this Bid Document shall be submitted through EPADS. PLL's responses and any resulting amendments or addenda shall be communicated through EPADS. For administrative assistance, Bidders may contact PLL using the email address and telephone numbers provided below. Such communications shall not constitute formal clarification of, or amendment to, this Bid Document.

Head of LNG Procurement
Pakistan LNG Limited
9th Floor, Petroleum House
G-5/2.
Islamabad - 44000
PAKISTAN
Email: procurement@paklng.com
Direct Tel: +92 51 8744183-84
Facsimile: +92 51 9216904

2.5.3 No verbal agreement or conversation with any director, officer, employee, representative or agent of PLL, PGPCL 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.

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

3 CONTRACT STRUCTURE

3.1 MSPA

3.1.1 Bidders, who have not previously executed the MSPA with PLL in connection with PLL's previous tenders, will be required to execute and submit the MSPA as set out below:

i. Annex 1 to this Bid Document, available through EPADS, contains the form of MSPA setting out the general terms applicable to each transaction under this tender. Bidders shall download, execute and upload a scanned copy of the MSPA with their Technical Information. Two original counterparts shall subsequently be exchanged in accordance with the requirements of this Bid Document.

ii. Irrespective of the number of cargoes offered, the Bidder shall execute one MSPA, duly signed and witnessed, and upload a scanned copy with its Technical Information through EPADS. Two original counterparts shall subsequently be delivered to PLL in accordance with section 3.1.1(iii).

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 PLL's office at 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad, Pakistanwithin fifteen (15) days of opening of the Commercial Offers.

iv. PLL will countersign the scanned executed MSPA, followed by exchange of originals, 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.

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.

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3.1.2 For avoidance of doubt, a Bidder with whom PLL has previously executed MSPAs (in connection with PLL's previous tenders) 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

3.2.1 Annex 2 of the Bid Document provides a standard form of the Confirmation Notice ("**Standard Confirmation Notice**"), which shall be partially completed and initialled by the Bidder at the time of submission of its Bid. A Standard Confirmation Notice is in addition to the MSPA and contains all terms and conditions, save for the delivery period(s), price, title transfer preference, and information regarding the expected source and provisionally nominated LNG carrier, that will be executed between the successful Compliant Bidder and PLL. For avoidance of doubt, despite the fact that the Bidder shall submit one Standard Confirmation Notice as part of its bid, as provided in Annex 2, the same terms and conditions shall be applicable for every cargo for which the Bidder submits its Bid.

3.2.2 Bidders must duly complete, initial and include as part of their Technical Information, one Standard Confirmation Notice (irrespective of the number of cargoes for which the bidder intends to Bid for).

3.2.3 PLL will:

(i) prepare a new Confirmation Notice containing all the required information in respect of each LNG cargo including the price in USD/MMBtu 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.

3.2.4 The successful Compliant Bidder must sign and return to PLL, by email to procurement@paklng.com, within twenty four (24) hours of the successful Compliant Bidder's receipt of the documents referred to in section 3.2.3 above, the complete, initialled and signed Confirmation Notice and Integrity Pact, with each signature duly witnessed.

3.2.5 PLL will countersign, and scan the Confirmation Notice(s), duly signed by both parties, and return the scanned copy to the successful Compliant Bidder by email within one (1) working day.

3.2.6 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.

3.2.7 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) as amended in the Standard Confirmation Notice.

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:

- Volumetric Quantity: 140,000 m^3 (+/-5%)

4.3 Schedule of delivery

Each LNG cargo shall be available for delivery during the relevant Delivery Window set out in the table below:

Cargo No	Delivery Window	
	Start date	End date
Cargo 1	14 December 2026	16 December 2026
Cargo 2	09 January 2027	11 January 2027

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 PGPCL 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.

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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);
- 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" (CP) (in US$/MMBtu) applicable to LNG cargo, shall be:

CP = xx.xxxx US$/MMBtu

Where:

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

4.7.2 Bidders are required to separately bid for LNG cargo based on US$/MMBtu only, subject to the EPADS data-entry requirements in section 4.7.5. The CP applicable to the LNG cargo shall be rounded to four (4) decimal places in order to assist in selecting the lowest CP in US$/MMBtu.

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 PLL will be entitled to reject conditional Bids. Whether or not a Bid is conditional shall be determined at the sole discretion of PLL.

4.7.5 **Financial Offer Submission through EPADS**

As EPADS accepts price entries in Pakistani Rupees (PKR) only, bidders shall submit their financial offers as follows:

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a) The bidder shall complete, sign and upload its Financial Offer in the **Annex 5 Part C** in the financial proposal section of EPADS. The Annex shall state:

- The quoted LNG unit price in **USD/MMBtu** rounded to four (4) decimal places;
- The prescribed conversion factor of **PKR 280 per USD**; and
- The corresponding **PKR/MMBtu unit price**, showing the calculation: **USD/MMBtu price × 280 = PKR/MMBtu price** rounded to two (2) decimal places.

b) The bidder shall enter the resulting **PKR/MMBtu unit price** in the EPADS unit-price field rounded to two (2) decimal places. The conversion factor of PKR 280 per USD is prescribed solely for EPADS data-entry purposes.

c) EPADS will calculate the total value for each cargo using an indicative quantity of **3,200,000 MMBtu**, as follows:

EPADS cargo value in PKR = Quoted USD/MMBtu price × 280 × 3,200,000 MMBtu.

d) The **USD/MMBtu price quoted in the signed Financial Offer submitted in the Annex 5 Part C shall govern bid evaluation and contractual pricing**. Bidders shall ensure that their EPADS entries correspond accurately to that Financial Offer using the prescribed conversion factor.

e) Upon award, the contract shall be concluded at the accepted **USD/MMBtu price**, and the **Confirmation Notice shall expressly state that price in USD/MMBtu**. The PKR figures entered or calculated in EPADS shall serve system-processing purposes only and shall not constitute the contractual price or alter the currency of payment specified in the contract.

The indicative quantity of 3,200,000 MMBtu per cargo is used solely for calculating the cargo value displayed in EPADS. It shall not amend the contractual quantity, quantity tolerance, measurement provisions or payment calculation under the MSPA and Confirmation Notice.

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 48 hours.

5 BID PROCESS OVERVIEW

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5.1 Tender Process to be Adopted

5.1.1 The Single Stage Two Envelope procedure shall be conducted electronically through EPADS v2.0. Each Bidder shall submit its Technical Information and Commercial Offer(s) separately in the respective technical and financial proposal sections of EPADS. The Bid Cover Letter in Annex 5 Part A shall be uploaded with the Technical Information. No price or Commercial Offer shall be included in the Technical Information.

5.1.2 In case a Bidder obtains the Bid Document from PLL's website or downloaded from EPADS then each of Annexes 1, 2 and 6 printed by the Bidder for execution shall be deemed to fulfil the requirements of original documents referred to in section 3 of this Bid Document.

5.2 Technical Information

The Technical Information section of EPADS shall contain the following signed documents uploaded electronically:

(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:

i. Evidence that the Bidder has executed the MSPA;
ii. The Standard Confirmation Notice attached as Annex 2 to this Bid Document 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; and
iv. The Bid Bond, or swift message for issuance of bid bond, as required under section 5.4.10 of this Bid Document.

5.3 Commercial Offer

The "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 Contract Price, in US$/MMBTU, 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 Bidders shall be registered on EPADS v2.0 and shall submit their complete electronic Bids through EPADS no later than 1400 hours Pakistan Standard Time on 18 November 2026 ("Deadline for Submissions"). Registration is available at https://vendors.epads.gov.pk/.
Bids submitted by email, post, courier, hand delivery or deposit in a bid box shall not be accepted. Delivery of an original Bid Bond or other original document expressly required under this Bid Document shall not constitute submission of a Bid or replace submission through EPADS.

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5.4.2 Uploaded documents shall clearly identify the Bidder, Tender No. PLL/IMP/LNGT81 and, where applicable, the cargo(s) offered. Technical Information and Commercial Offers shall be uploaded only in their respective sections of EPADS.

5.4.3 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.

5.4.4 Technical Information shall be opened electronically through EPADS v2.0 at 1430 hours Pakistan Standard Time on 18 November 2026. Commercial Offers shall remain unopened until completion and approval of technical evaluation and publication of the Technical Evaluation Report, subject to applicable grievance proceedings or suspension directions. The financial-opening date and time shall be communicated through EPADS. Bid opening shall be live broadcast through the channel notified by PLL.

5.4.5 The Commercial Offer(s) of each Compliant Bidder shall be opened through EPADS at the notified time and date and will be evaluated in accordance with section 5.6 of this Bid Document.

5.4.6 The Commercial Offer of Bidders whose Technical Information is not complete and/or fully compliant with the requirements of this Bid Document shall remain unopened in EPADS.

5.4.7 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.

5.4.8 A Bid shall remain valid for acceptance until the relevant Bid Validity Date indicated in the Bidding Timetable.

5.4.9 As provided in section 1.3, Bids may be submitted for one (01) or more cargoes, and bids for each cargo shall constitute a separate Bid.

5.4.10 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 One hundred and fifty thousand (USD 150,000) for bid on one (1) cargo and Three hundred thousand (USD 300,000) for bid on two (2) cargoes ("**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

(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 5.4.11; or

(c) on the occurance of any other event of default/breach mentioned in this Bid Document.

Bidders shall upload either (i) a scanned copy of the issued Bid Bond, or (ii) a copy of the authenticated SWIFT message transmitted by the Bidder's bank to the issuing bank in Pakistan instructing issuance of the required Bid Bond, in the technical proposal section of EPADS by the Deadline for Submissions.

Where a scanned copy of the issued Bid Bond is uploaded, the original shall be physically delivered to PLL by the Deadline for Submissions. Where the permitted SWIFT message is uploaded, the original Bid Bond shall be physically delivered to PLL within two (2) Pakistan working days after the Deadline for Submissions.

Timely submission of the permitted SWIFT message shall satisfy the bid-security submission requirement at bid closing, subject to subsequent delivery of the original Bid Bond within the stipulated period. A request or application for issuance of a Bid Bond, without the authenticated SWIFT message, shall not suffice.

Bidders are permitted to reuse bid bonds from previous PLL LNG tenders, either by amendment or by submitting the original or a copy of the existing valid bond. Any such submission will be considered valid for Tender PLL/IMP/LNGT81.

For EPADS display purposes only, the Bid Bond amounts of USD 150,000 for one cargo and USD 300,000 for two cargoes correspond to PKR 42,000,000 and PKR 84,000,000, respectively, using the prescribed conversion factor of PKR 280 per USD. The Bid Bond shall be issued in USD. The PKR equivalent displayed in EPADS shall not alter its required amount or currency.

5.4.11 Successful Compliant Bidder(s) will be required to substitute their respective Bid Bond with an unconditional and irrevocable performance 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 5.4.12 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.

5.4.12 For the purposes of section 5.4.11 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.

5.4.13 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.

5.4.14 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 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.

5.4.15 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 5.4.10, 5.4.11 or 5.4.12. 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.

5.4.16 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.

5.4.17 Any Bidder who is found by PLL, at any time, to have discussed any element or aspect of 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. Furthermore,

any unauthorized modifications / amendments made in the Bid Documents at the time of submission shall result in automatic disqualification of the bid.

5.4.18 Bidders are allowed to submit scanned documents as part of the Bid.

5.5 Acceptance / Rejection of Bids

PLL reserves the right to reject 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 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 LNG cargo will be made based on the lowest contract price in US$/MMBtu (as defined in section 4.7.1 of this Bid Document) offered by any Compliant Bidder for that LNG cargo. For avoidance of doubt, in case the lowest evaluated bidder: (a) withdraws its bid, (b) fails to comply with any terms of the Bid Documents, (c) fails to submit the performance guarantee, or (d) fails to deliver after award of an LNG cargo, the next lowest bidder shall be deemed to be the lowest bidder and PLL shall be entitled to award the contract to next lowest bidder and so on within the bid validity period.

5.6.2 PLL shall publish the Technical Evaluation Report and the Final Evaluation Report through EPADS and on the PLL and PPRA websites. The Technical Evaluation Report shall be published before opening the Commercial Offers. The Final Evaluation Report shall be communicated to all Bidders through EPADS immediately after its issuance.

5.6.3 The selection of a Bid, and award of an LNG cargo in accordance with that Bid, will be made by PLL through EPADS.

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 all Bids in accordance with Rule 45(1) and Rule 46 of PPRA Rules. 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, 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

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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.

(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 the law of England and Wales.

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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 Pakistan Gas Port Consortium Limited (PGPCL) and 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.

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

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ANNEX 2: STANDARD CONFIRMATION NOTICE

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APPENDIX A OF ANNEX 2: FORM OF PLL's LETTER OF CREDIT

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

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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 Standard Confirmation Notice as provided in Annex 2 to this Bid Document** with all the relevant information (save for the contract price, expected source of LNG, provisionally nominated LNG Carrier) 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; and

(d) The Bid Bond in the value of US Dollars One hundred and fifty thousand (USD 150,000) for bid on one (1) cargo and Three hundred thousand (USD 300,000) for bid on two (2) cargoes or swift message for issuance of bid bond as specified in clause 5.4.10.

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ANNEX 5: FORM OF BID LETTERS

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PART A: FORM OF BID COVER LETTER

Chief Executive Officer
Pakistan LNG Limited
9th Floor, Petroleum House, G-5/2
Islamabad – 44000, Pakistan

Subject: **BID FOR SUPPLY OF LNG SPOT CARGO(ES) (PLL/IMP/LNGT81)**

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(s) for the following LNG Cargo(es), in connection with which we attach our Technical Information and our Commercial Offer(s), submitted separately in the financial proposal section of EPADS, each clearly marked as such:

Cargo No. (Delivery Period)	Bid (Yes) or (No)	Expected Source and Provisional LNG Carrier	Title Transfer Per 6.1 of the MSPA [Election A] or [Election B]
Cargo 1 (14 – 16 December 2026)			
Cargo 2 (09 – 11 January 2027)			

We confirm that our Bid(s) is/are open for acceptance until 2200 hours PST on 18 November 2026 .

Yours faithfully,

Authorised Signatory (ies):
Designation, Company,
Date:

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PART B: FORM OF TECHNICAL INFORMATION COVER LETTER

Chief Executive Officer
Pakistan LNG Limited
9th Floor, Petroleum House, 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) A scanned copy of the MSPA duly executed and witnessed by us, with two original counterparts to be delivered subsequently in accordance with section 3.1.1; or evidence of an existing valid MSPA with PLL;

   (b) The Standard Confirmation Notice (one copy) with all terms (other than price) duly completed in manuscript form and each page initialed by us;

   (c) [bills of lading][unloading reports][1] 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 One hundred and fifty thousand (USD 150,000) for bid on one (1) cargo and Three hundred thousand (USD 300,000) for bid on two (2) cargoes, or swift message for issuance of bid bond as specified in clause 5.4.10.

Yours faithfully,

Authorised Signatory/ies:
Designation, Company,
Date:

[1] For Bidder to select.

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PART C: FORM OF COMMERCIAL OFFER LETTER

Chief Executive Officer
Pakistan LNG Limited
9th Floor, Petroleum House, G-5/2
Islamabad – 44000, Pakistan

Subject: **BID FOR SUPPLY OF SPOT CARGO(ES) (PLL/IMP/LNGT81)**

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 offered Contract Price(s) in US$/MMBTU for the respective LNG Cargo(es) of the subject tender are as follows:

Cargo (delivery period)	**Contract price USD/MMBtu [xx.xxxx]**	**Conversion factor PKR/USD**	**EPADS unit price PKR/MMBtu [xxxx.xx]**	**Indicative quantity MMBtu**	**Indicative EPADS cargo value PKR**
Cargo - 1 (14–16 December 2026)	[A]	280	[A × 280]	3,200,000	[A × 280 × 3,200,000]
Cargo - 2 (9–11 January 2027)	[B]	280	[B × 280]	3,200,000	[B × 280 × 3,200,000]

We confirm that this offer is open for acceptance until 2200 hours PST on 18 November 2026.

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.

Yours faithfully,

Authorised Signatory (ies):
Designation, Company,
Date:

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
9th 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 2026.

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 27 November 2026.

Our maximum liability under this guarantee shall not exceed the sum One hundred and fifty thousand (USD 150,000) / 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.

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

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ANNEX 6: INTEGRITY PACT

The Seller hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP (hereinafter collectively called "**GOP**") through any corrupt business practice.

Without limiting the generality of the foregoing, the Seller represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

The Seller certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

IN WITNESS WHEREOF, the Seller has executed this Integrity Pact as of the date first written above.

EXECUTED AND DELIVERED BY THE SELLER: []

By:

Name:
Title:

Witness:
1.
Name:

2.
Name:

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ANNEX 7: CURRENT NOTICE TO MARINER

For permissible draughts and dimensions at Port Muhammad Bin Qasim, refer to the latest PQA notice to mariners available at the link below:

https://www.pqa.gov.pk/en/port-operations/notice-to-mariners

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PRIVATE & CONFIDENTIAL
SUBJECT TO CONTRACT

PAKISTAN LNG LIMITED
as Buyer

and

[●]
as Seller

MASTER (DELIVERED EX-SHIP) LNG SALE AND PURCHASE AGREEMENT

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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Annexes

ANNEX A FORM OF CONFIRMATION NOTICE
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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

THIS MASTER (DELIVERED EX-SHIP) LNG SALE AND PURCHASE AGREEMENT (hereinafter referred to as **"Master Agreement")** is entered into on [●]

PARTIES

(1) **PAKISTAN LNG LIMITED**, (hereinafter referred to as "**PLL**" or "**Buyer"**)) a public limited company incorporated under the laws of Pakistan and having its office at 6th Floor, Petroleum House, G-5/2, 44000, Islamabad (;

(2) [●] a company incorporated under the laws of [●] whose registered office is at [●] (hereinafter referred to as "[●]" or "**Seller**").

In this Master Agreement, Buyer and Seller may individually be referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

(A) Buyer may, from time to time, wish to purchase certain quantities of LNG from Seller.

(B) Seller may, from time to time, have certain quantities of LNG available for sale and wish to sell such quantities to Buyer.

(C) In this Master Agreement, the Parties wish to record, in writing, the general terms and conditions under which each such sale and purchase shall take place and the special terms and conditions regarding a specific transaction, substantially in the form of the confirmation notice contained in Annex A.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Master Agreement the words and expressions below shall, unless the context requires otherwise, have the meanings respectively assigned to them:

"**Adverse Weather Conditions**" means weather and/or sea conditions actually experienced that are sufficiently severe to:

(a) prevent a LNG Carrier from proceeding to berth, remaining at berth with loading arms connected, remaining at berth with loading arms unconnected, unloading or departing from berth in accordance with the weather standards prescribed in published regulations in effect at the Discharge Port; or

(b) cause an actual determination by the master of the LNG Carrier or by order of the harbour master at the Discharge Port that it is unsafe for the LNG Carrier to berth, discharge or depart from berth.

"**Affiliate**" means, with respect to any Person, any other Person (other than an individual) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For this purpose, "**control**" means the beneficial ownership, either directly or indirectly of more than fifty percent (50%) of the voting rights in

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a corporation, partnership or other legal entity, or (whether alone or acting in concert with others, and whether by the ownership of share capital, the possession of voting power, contract or otherwise) the right to appoint the majority of the board of directors or equivalent management body in respect of such corporation, partnership or other legal entity.

"**Allowed Laytime**" means the laytime set out in the Confirmation Notice that is allowed for Buyer to unload an approved LNG Carrier.

"**ASTM**" means the American Society for Testing and Materials.

"**bar**" has the meaning given in ISO 1000-1981(E).

"**Blue Card**" means the Civil Liability Certificate issued by the International Maritime Organisation (IMO) guaranteeing that the relevant LNG Carrier has sufficient insurance cover or other financial security to compensate for pollution damage in compliance with the International Convention on Civil Liability for Oil Pollution Damage (1969) as amended, and the International Convention on Civil Liability for Bunker Oil Pollution Damage (2001).

"**Boil-off Rate**" means the percentage rate of boil-off of the relevant LNG Carrier as set out in the relevant Confirmation Notice.

"**Btu**" means a British thermal unit being equal to one thousand fifty five decimal zero five six (1055.056) Joules.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are ordinarily open (i) with respect to a payment obligation of a Party under the relevant Transaction, in the country in which that Party's bank is located (as specified in the relevant Confirmation Notice), and (ii) with respect to a notice provision, in the country specified in the Confirmation Notice for the Party providing such notice.

"**Buyer**" means PLL.

"**Buyer Force Majeure**" has the meaning specified in Clause 16.2.

"**Buyer's Deficiency Quantity**" has the meaning specified in Clause 4.2.2.

"**Buyer's Liability Amount**" has the meaning specified in Clause 4.2.3.

"**Cargo**" means the volume of LNG (in m^3) contained in a shipment to be sold by Seller and to be purchased by Buyer pursuant to a Transaction.

"**Competent Authority**" means any governmental, judicial, regulatory or administrative authority (including any Pakistani and any international maritime or other applicable authority (including Port Authority)), agency, department, inspectorate, minister, ministry or other public or statutory Person (whether autonomous or not) of, or of the government of, the country of the Loading Port or of Pakistan (or any other relevant country) or any political sub-division in or of that state or country having jurisdiction over the whole or any part of Seller's or Buyer's activities under a Transaction.

"**Completion of Unloading**" means the time (after the unloading of the relevant Cargo at the Receiving Facilities) at which the last transfer pump has been stopped, the liquid manifolds

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closed so as to prevent any further LNG transfer taking place and the LNG unloading and vapour return lines have been fully disconnected.

"**Confidential Information**" has the meaning specified in Clause 19.5.1.

"**Confirmation Date**" means the date on which a particular Transaction is entered into as evidenced by the execution by both Parties of a particular Confirmation Notice and the Integrity Pact.

"**Confirmation Notice**" means the document executed by both Parties substantially in the form set out in Annex A and reflecting the specific terms and conditions on which the Parties have agreed a sale and purchase of LNG in addition to and, where applicable, modifying the terms and conditions contained in this Master Agreement.

"**Contract Price**" means, in respect of each Confirmation Notice, the price in US$ per MMBtu as set out in the relevant Confirmation Notice, to be paid by Buyer to Seller for the purchase of LNG unloaded or scheduled to be unloaded at the Receiving Facilities pursuant to such Confirmation Notice.

"**degree Celsius**" means the particular interval between the temperature in Kelvin and the temperature two hundred and seventy three decimal one five (273.15) Kelvin as defined in ISO 1000-1981(E).

"**Defaulting Party**" has the meaning specified in Clause 17.1.

"**Delivery Point**" means the junction point where the flange coupling of the LNG discharge manifold on the relevant LNG Carrier connects with the flange coupling of the receiving lines at the Receiving Facilities.

"**Delivery Window**" means the period specified in the relevant Confirmation Notice, within which the LNG Carrier is scheduled to arrive at the Discharge Port and issue a Notice of Readiness.

"**Demurrage**" means the amount specified in the relevant Confirmation Notice which is payable by Buyer to Seller in accordance with Clause 12.5.

"**Discharge Port**" means Port Qasim in Karachi, Pakistan, or such other port within Pakistan as may be set out in the relevant Confirmation Notice or communicated to the Seller by the Buyer in accordance with the provisions of the relevant Confirmation Notice.

"**Dispute**" has the meaning specified in Clause 18.2.1.

"**Energy Institute**" means the Energy Institute, formerly known as the Petroleum Institute, which is based in London, United Kingdom.

"**Estimated Contract Quantity**" means the estimated quantity of LNG in MMBtu specified in the relevant Confirmation Notice in respect of each Cargo that Seller agrees to sell and deliver to, or cause to be delivered to, Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller, pursuant to that Confirmation Notice.

"**Estimated Time of Arrival**" or "**ETA**" has the meaning specified in Clause 10.1.1(a)(iv).

"**Event of Default**" has the meaning specified in Clause 17.1.

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"**Expert**" means an independent Person or body appointed pursuant to Clause 18.1 to resolve technical disputes between the Parties as designated therein.

"**Force Majeure**" means Seller Force Majeure or Buyer Force Majeure, as appropriate.

"**gauge**" means, when used in relation to pressure, the pressure in excess of one (1) standard atmosphere or one decimal zero one three two five (1.01325) bar.

"**GIIGNL**" means the International Group of Liquefied Natural Gas Importers.

"**GPA**" means the Gas Processor Association.

"**Gross Heating Value** (**Mass**)" means the quantity of heat which would be released by the complete combustion in air of a specified quantity of gas in such a way that the pressure P1 at which the reaction takes place remains constant, and all the products of combustion are returned to the same specified temperature T1 as that of the reactants, all of these products being in the gaseous state except for water formed by combustion, which is condensed to the liquid state at T1. The quantity of gas taken into account in this definition shall be one (1) kilogram of anhydrous real gas; the combustion reference absolute pressure P1 and the combustion reference temperature T1 shall be the Reference Conditions. The Gross Heating Value (Mass) shall be expressed in Btu per kilogram or in Megajoules per kilogram.

"**Gross Heating Value** (**Volumetric**)" means the quantity of heat which would be released by the complete combustion in air of a specified quantity of gas in such a way that the pressure P1 at which the reaction takes place remains constant, and all the products of combustion are returned to the same specified temperature T1 as that of the reactants, all of these products being in the gaseous state except for water formed by combustion, which is condensed to the liquid state at T1. The quantity of gas taken into account in this definition shall be one (1) Standard Cubic Foot of anhydrous real gas; the combustion reference absolute pressure P1 and the combustion reference temperature T1 shall be the Reference Conditions. The Gross Heating Value (Volumetric) shall be expressed in Megajoules per Standard Cubic Metre or in BTU per Standard Cubic Foot.

"**Income Tax**" means any tax imposed on income.

"**Independent Surveyor**" means the independent surveyor appointed for the purposes of Clause 13 and Annex C in accordance with Clause 13.13.

"**Insolvency Event**" means with respect to a Party when such Party:

(a) is unable to pay its debts as they fall due as determined by a court of competent jurisdiction;

(b) enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors;

(c) is finally and validly declared and adjudged to be liquidated, bankrupt or insolvent; or

(d) becomes subject to an order or appointment (which is not in the nature of an interlocutory order) under or in relation to any of the proceedings referred to above, or becomes subject to or the subject of any event or proceedings (by whatever name known) under the laws of any applicable jurisdiction which has an effect equivalent or similar to any of the events specified above.

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"**Integrity Pact**" means the document under that name as set out in the public procurement Laws of Pakistan, the current version of which is attached as Annex D to this Master Agreement.

"**Interest Rate**" means interest calculated at the rate per annum of two percent (2%) above the London Inter Bank Offered Rate administered by the Intercontinental Exchange Benchmark Administration Limited (or any other person that takes over the administration of that rate) rate for US$ for a three (3) month period, determined at 11:00a.m. in London, UK, as quoted on the date when payment was due. Interest should be calculated on the basis of a three hundred and sixty (360) day year and shall accrue daily.

"**International Standards**" means the international standards and practices applicable as at the date the relevant Confirmation Notice is entered into to the ownership, design, equipment, operation or maintenance of LNG carriers (in Seller's case) and LNG receiving terminals (in Buyer's case) established by:

(a) the International Maritime Organisation (IMO), the Oil Companies International Marine Forum (OCIMF), and/or the Society of International Gas Tankers and Terminal Operators (SIGTTO) or any successor body of the same; and/or

(b) any other internationally recognised agency or organisation with whose standards and practices it is customary for reasonable and prudent owners or operators of such vessels or of such facilities and terminals to comply.

"**ISO**" means the International Organisation for Standardisation.

"**Joule**" has the meaning specified in ISO 1000:1981(E).

"**kilogram**" has the meaning specified in ISO 1000-1981(E).

"**LCIA**" means the London Court of International Arbitration.

"**Liquefied Natural Gas**" or "**LNG**"means Natural Gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.

"**LNG Carrier**" has the meaning specified in Clause 8.2.1.

"**LNG Heel**" means the quantity of LNG to be retained by the LNG Carrier after unloading each Cargo at the Receiving Facilities as notified from Seller to Buyer in accordance with the relevant Confirmation Notice.

"**Loading Port**" means in relation to each Confirmation Notice the port where the relevant Cargo is to be loaded, as specified in the relevant Confirmation Notice.

"**Master Agreement**" means this Master (Delivered Ex-ship) LNG Sale and Purchase Agreement, including Annexes A to D.

"**mbar**" means millibar or zero decimal zero zero one (0.001) bar.

"**Megajoule**" means one million (1,000,000) Joules.

"**MMBtu**" means one million (1,000,000) Btu.

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"**Moody's**" means Moody's Investor's Service, a division of Moody's Corporation.

"**Natural Gas**" means any hydrocarbon or mixture of hydrocarbons consisting predominantly of methane, which may contain other hydrocarbons and non-combustible gases, all of which are substantially in the gaseous phase at a pressure of one thousand thirteen decimal two five (1,013.25) millibar absolute and at a temperature of fifteen (15) degrees Celsius.

"**Net Proceeds**" has the meaning specified in Clause 4.2.5.

"**Non-Defaulting Party**" has the meaning specified in Clause 17.2.1.

"**Notice of Readiness**" has the meaning specified in Clause 10.1.1(h).

"**Off-spec LNG**" has the meaning specified in Clause 5.2.

"**Operating Manual**" means the operating manual applicable at the Receiving Facilities, setting out detailed technical requirements and operating procedures relating to the use of, including vetting and approval procedures of LNG Carriers and the technical and operational interface between LNG Carriers and the unloading facilities at, the Receiving Facilities.

"**Pakistan**" means the Islamic Republic of Pakistan.

"**Pakistan Gas Utilities**" means Sui Southern Gas Company Limited and Sui Northern Gas Pipelines Limited.

"**Party**" and "**Parties**" have the meanings specified in the preamble to this Master Agreement.

"**PBS**" means the pilot boarding station or other customary waiting or outer anchorage area at the Discharge Port.

"**Person**" means any natural person, corporation, company, partnership (general or limited), limited liability company, business trust, governmental authority or other entity or association.

"**PLTL**" means Pakistan LNG Terminals Limited.

"**Port Authority**" means the relevant port authority at the Discharge Port, including the Port Qasim Authority in relation to Port Qasim.

"**Port Authority Regulations**" means regulations issued, and from time to time amended, by the relevant Port Authority relating to the operation of the Discharge Port, including with respect to the handling of LNG including the safe manoeuvring of LNG Carriers within port limits.

"**Port Qasim Authority**" means the statutory body that owns and operates Port Qasim established under the Port Qasim Authority Act 1973 of Pakistan.

"**Quantity Delivered**" means the quantity of LNG expressed in MMBtu in any Cargo actually delivered by Seller and taken by Buyer at the Delivery Point, as determined in accordance with Clause 13 and Annex C.

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"**Reasonable and Prudent Operator**" means a Person seeking in good faith to perform its contractual obligations and comply with the applicable laws and regulations, and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably or ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances or conditions.

"**Receiving Facilities**" means those facilities at the Discharge Port necessary for the safe berthing of LNG Carrier(s) and the receipt, unloading, storage, treatment (to the extent available) and regasification of LNG and associated facilities (including the two high pressure pipeline segments linking the tailgate of the regasification terminal to the point of interconnection with the SSGC Pipeline Network) whether or not owned by Buyer and whether operated directly by Buyer or by the Terminal Operator.

"**Reference Conditions**" means the temperature for volumetric and combustion reference temperature and the absolute pressure for reference pressure specified in this Master Agreement.

"**Relative Density**" means the mass of a volume of dry gas divided by the mass (expressed in the same units) of an equal volume of dry standard air as defined in ISO 6976:1995 both such gases being at a temperature of fifteen (15) degrees Celsius and an absolute pressure of one decimal zero one three two five (1.01325) bar; and for the avoidance of doubt, Relative Density (REAL) shall be REAL as defined in ISO 6976:1995.

"**Rules**" means the rules of arbitration of the LCIA.

"**Scheduled Bank**" means any commercial and any specialised bank operating in Pakistan.

"**Seller**" means [●].

"**Seller Force Majeure**" has the meaning specified in Clause 16.1.

"**Seller's Deficiency Quantity**" has the meaning specified in Clause 4.3.2.

"**Seller's Facilities**" means the transmission, compression, processing, treatment and liquefaction facilities, gas inlet facilities, gas pre-treatment facilities, LNG storage tanks and loading facilities and LNG Carrier berthing facilities, including LNG trains, infrastructure and utilities together with all its associated facilities, whether or not owned or operated by Seller, at the Loading Port at which the LNG to be sold pursuant to the applicable Confirmation Notice is to be loaded.

"**Seller's Liability Amount**" has the meaning specified in Clause 4.3.2.

"**Seller's Operator**" means the operator of Seller's Facilities.

"**Specifications**" has the meaning specified in Clause 5.1.

"**SSGC Pipeline Network**" means the high pressure natural gas pipeline transmission network in Pakistan, which is owned and operated by Sui Southern Gas Company Limited of Pakistan.

"**Standard & Poor's**" or "**S&P's**" means Standard and Poor's Financial Services LLC (a division of The McGraw Hill Companies, Inc.).

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"**Standard Cubic Metre**" or "**Sm³**" means a quantity of Natural Gas which at fifteen degrees Celsius (15°C) and at an absolute pressure of one decimal zero one three two five (1.01325) bar and when free of water vapour occupies the volume of one (1) cubic metre.

"**Standard Cubic Foot**" or "**SCF**" means a quantity of Natural Gas which at sixty degrees Fahrenheit (60°F) and at an absolute pressure of fourteen decimal six nine six (14.696) pound per square inch ("**psi**") and when free of water vapour occupies the volume of one (1) cubic foot.

"**Substitute LNG Carrier**" has the meaning specified in Clause 8.3.2.

"**Taxes**" means all forms of taxation and statutory, governmental, supra-governmental, state, principal, local governmental or municipal impositions, duties, contributions and levies, imposts, tariffs, royalties, fees and rates (including without limitation all employment taxes and national insurance contributions), in each case, wherever imposed, and all penalties, charges, costs and interest payable in connection with any failure to pay or delay in paying them and any deductions or withholdings of any sort, and the term "**Taxable**" shall be construed accordingly.

"**Terminal Operator**" means the operator of the Receiving Facilities.

"**Terminal Rules**" means all the rules and regulations applicable to the delivery of LNG at the Discharge Port, either issued by the Terminal Operator or by any Competent Authority, including the Operating Manual and the Port Authority Regulations.

"**Transaction**" has the meaning specified in Clause 2.1.2.

"**Transporter**" means any Person who owns, operates and or contracts with Seller for the purposes of providing or operating any of the LNG Carrier(s).

"**Tribunal**" has the meaning specified in Clause 18.2.4.

"**US$**" or "**US Dollars**" means the lawful currency of the United States of America.

"**Used Laytime**" has the meaning specified in Clause 12.1.

"**Wobbe Index**" means when applied to gas, the Gross Heating Value (Volume Based) divided by the square root of the Relative Density.

1.2 Interpretation

In this Master Agreement unless the context requires otherwise:

(a) References to this Master Agreement include its Annexes. References to Clauses or the Preamble are references to such provisions of this Master Agreement. References to paragraphs are references to paragraphs in the Annexes to this Master Agreement.

(b) References in the singular shall include references in the plural and vice versa, words denoting gender shall include any other gender and words denoting natural persons shall include any other Persons.

(c) Headings shall be ignored in construing this Master Agreement.

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(d) The language which governs the interpretation of this Master Agreement is the English language. All notices to be given by any Party and all other communications and documentation which are in any way relevant to this Master Agreement or the performance or termination of this Master Agreement, including any dispute resolution proceedings, shall be in the English language.

(e) The words "**include**" and "**including**" are to be construed without limitation.

(f) A reference to a "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure, in each case of any jurisdiction whatever (and "**lawful**" and "**unlawful**" shall be construed accordingly).

(g) All references to a time in this Master Agreement shall be references to Pakistan Standard Time or PST except where otherwise stated and, where applicable, to a twenty-four (24) hour clock.

(h) All references to a particular entity shall include such entity's successor and permitted assigns.

2 TRANSACTIONS

2.1 Procedures

2.1.1 The Parties may from time to time, by executing a Confirmation Notice and the Integrity Pact, agree to the sale and purchase of specific quantities of LNG on the terms and conditions contained in this Master Agreement and such other terms and conditions as are set out in the relevant Confirmation Notice, including the quantity of LNG sold and purchased, the price applicable to such LNG and any other terms and conditions relevant to such sale and purchase as well as any variation of the terms and conditions contained in this Master Agreement.

2.1.2 Each executed Confirmation Notice and Integrity Pact shall together with the terms of this Master Agreement constitute a separate and independent contract (each a "**Transaction**") governed by the terms of the relevant Confirmation Notice, Integrity Pact and this Master Agreement for the sale and purchase of the relevant quantity of LNG.

2.1.3 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 sell and purchase LNG under this Master Agreement unless and until a Confirmation Notice and the Integrity Pact have been executed by both Parties and thereby a Transaction entered into.

2.2 Confirmation Notices

2.2.1 Each Confirmation Notice shall incorporate, supplement and be read and construed together with the terms and conditions of this Master Agreement.

2.2.2 In the event of any inconsistency between the provisions of this Master Agreement and the terms contained in a Confirmation Notice, the Confirmation Notice shall prevail to the extent matters are specifically addressed in the Confirmation Notice for the purposes of the relevant sale and purchase of a Cargo.

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2.3 Representations

2.3.1 On each Confirmation Date, each Party represents and warrants to the other that:

(a) the execution, delivery and performance of this Master Agreement and the relevant Confirmation Notice have been duly authorised by all necessary corporate or other organisational action on its part and do not violate or conflict with any law applicable to it, its organisational documents or any order or judgment of a court or other agency of government applicable to it or its assets;

(b) its obligations under this Master Agreement and the relevant Confirmation Notice are (subject to applicable insolvency and bankruptcy laws and general principles of equity) legally valid and binding obligations, enforceable in accordance with their terms; and

(c) it has all necessary governmental and other third party permits, approvals, authorisations and licences required in connection with the execution, delivery and performance of this Master Agreement and the relevant Confirmation Notice except to the extent that such permits, approvals, authorisations and/or licences can only be obtained by Seller or its Transporter at the time the relevant LNG Carrier arrives at the Discharge Port, in which case such permits, authorisations, approvals and/or licences shall be obtained by Seller, or Seller shall cause them to be obtained,as soon as possible upon arrival at the Discharge Port.

2.3.2 On each Confirmation Date, Seller warrants to Buyer that it will not deliver any LNG from a gas supply source:

(a) within a country that is the subject of country-wide or territory-wide resolutions, trade or economic sanctions, laws, regulations, embargoes or restrictive measures that may be applicable to the sale and purchase or delivery and receipt of LNG as contemplated hereunder administered, enacted or enforced by; or

(b) where receipt of such LNG by the Buyer would result in a violation of any sanctions, prohibitions, restrictions or asset freeze orders under any resolutions, trade or economic sanctions, laws, regulations, embargoes or restrictive measures of,

the governments of the Islamic Republic of Pakistan and the United States of America, the United Nations, the European Union or any of its member states, or the respective governmental institutions and agencies of any of the foregoing, including the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of States, and her Majesty's Treasury of the United Kingdom.

2.4 Corrupt Practices

2.4.1 Each Party hereby acknowledges that certain laws of the United States of America, the European Union and Pakistan, as well as the laws of the jurisdiction where Seller is incorporated or which the LNG Carrier may transit en route to the Discharge Port, prohibit any Person from offering to make or making any payment of money or anything of value, directly or indirectly, to any government official, political party, candidate for political office, or official of a public international organisation for the purpose of obtaining or retaining business or providing an improper advantage.

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2.4.2 On the date of execution of this Master Agreement and on each Confirmation Date, each Party represents, warrants and covenants to the other Party that, in the performance of its obligations hereunder and under any Confirmation Notice:

(a) it has not made or offered to make, and will not make or offer to make, any prohibited payment referred to under Clause 2.4.1; and

(b) it has not acted in violation or is otherwise in breach of the terms of the Integrity Pact.

3 TERM AND TERMINATION

3.1 Term

Subject to the other terms hereof:

(a) this Master Agreement shall commence on the date of its execution by both Parties and shall remain in full force and effect until terminated by either Party in accordance with Clauses 3.2 and 17.2.1; and

(b) a Confirmation Notice shall become effective on the relevant Confirmation Date and shall remain in full force and effect until the earlier of the date of:

(i) subject to Clause 3.2.2, its termination pursuant to this Master Agreement;

(ii) subject to Clause 3.2.3, the termination of this Master Agreement in accordance with its terms; and

(iii) full performance of Buyer's and Seller's respective obligations pursuant to the relevant Transaction.

3.2 Termination

3.2.1 Each Party may terminate this Master Agreement upon giving the other Party sixty (60) days' written notice, given in accordance with Clause 19.4.

3.2.2 Subject to any rights to terminate a Confirmation Notice pursuant to this Master Agreement, if a Confirmation Notice has been executed by the Parties and not been fully performed, any notice to terminate shall only be effective in respect of such Confirmation Notice once all obligations set forth in such Confirmation Notice (and in this Master Agreement to the extent they relate to such Confirmation Notice) have been satisfied, unless excused under Clause 16.

3.2.3 Termination of this Master Agreement, howsoever caused or occurring, shall be without prejudice to any rights or remedies that may have accrued to either Party prior to the date of such termination (including any antecedent breaches), and any provisions of this Master Agreement or any Confirmation Notice necessary for the exercise of such accrued rights or remedies shall survive termination of this Master Agreement and/or any applicable Confirmation Notice to the extent so required.

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4 OBLIGATIONS

4.1 Seller's and Buyer's Obligations to Sell and Purchase

4.1.1 If the Parties execute a Confirmation Notice, subject to the terms and conditions set forth in the relevant Transaction, Seller shall sell and deliver ex-ship to Buyer at the Delivery Point, and Buyer shall purchase from Seller, take and pay for, LNG at the Delivery Point in accordance with this Master Agreement and the relevant Confirmation Notice.

4.1.2 In case of a conflict between any of the provisions set out in the relevant Transaction and the applicable Terminal Rules, the provisions of the applicable Terminal Rules shall prevail.

4.1.3 Buyer shall have no obligations to receive a quantity of LNG in excess of, and the LNG Heel shall not serve to increase or reduce, the quantity of LNG in a Cargo to be sold and purchased in accordance with the relevant Confirmation Notice, subject to Seller's operational tolerance of plus or minus two percent (2%).

4.1.4 Each Party shall provide, maintain and operate (or cause to be provided, maintained and operated) all facilities necessary to fulfil its obligations under this Master Agreement and any Confirmation Notice, which may include LNG Carriers, ship berthing and LNG unloading facilities, LNG storage tanks, utilities, regasification facilities and gas transmission pipelines.

4.2 Buyer's Failure to Take Delivery

4.2.1 If Buyer encounters or expects to encounter technical or operational difficulties that may result in a delay in berthing the LNG Carrier or taking delivery of all or any part of the Cargo scheduled for delivery under the relevant Confirmation Notice, or that may otherwise prevent Buyer from taking timely delivery of such Cargo, Buyer shall promptly notify Seller and the Parties shall use reasonable endeavours to reschedule the relevant Cargo.

4.2.2 If, for any reason other than Buyer Force Majeure, Adverse Weather Conditions, Buyer's rejection of the relevant Cargo in accordance with Clause 5.3 or reasons attributable to Seller, Seller's Operator, or the Transporter or master of the LNG Carrier, Buyer fails, subject to Clause 4.1.3, to take all or any part of the relevant Cargo ("**Buyer's Deficiency Quantity**") within the period of forty-eight (48) hours from the end of the Delivery Window (or such different period as the Parties may agree in the relevant Confirmation Notice) and the Parties were unable to reschedule the relevant Cargo under Clause 4.2.1, then Seller shall be entitled (upon notifying Buyer in writing to that respect) not to deliver such Cargo to Buyer and cause the LNG Carrier to depart the berth, if applicable.

4.2.3 If Clause 4.2.2 applies, Buyer shall pay Seller an amount ("**Buyer's Liability Amount**") determined as follows:

$$BLA = BDQ \times CP$$

Where:

BLA is Buyer's Liability Amount;

BDQ is Buyer's Deficiency Quantity which is determined as:

$$BDQ = ECQ - QD$$

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Where:

ECQ is the Estimated Contract Quantity

QD is the Quantity Delivered

CP is the Contract Price payable in respect of the relevant Cargo,

and (from the receipt of Seller's notice) neither Party shall be liable to the other for amounts arising under Clauses 12.5 and 12.6, if applicable, with respect to such Cargo after the earliest time (following such notice) at which the LNG Carrier could have reasonably departed the berth.

4.2.4 Upon Buyer's failure to take Buyer's Deficiency Quantity, Seller shall issue to Buyer an invoice for:

(a) the Quantity Delivered, if any, at the Contract Price pursuant to Clause 15.1; and

(b) Buyer's Liability Amount pursuant to Clause 15.2,

and Buyer shall pay for such invoice(s) in accordance with Clause 15.4.

4.2.5 Seller shall use all reasonable endeavours to mitigate its losses by locating a third party purchaser for the quantity of LNG equal to Buyer's Deficiency Quantity at a price that is commercially reasonable under the circumstances. In the event Seller is able to complete such sale and Buyer has paid Seller the amount described in Clause 4.2.3, then, subject to Clause 4.2.6, Buyer shall be entitled to receive the net proceeds of such sale realised by Seller from such third party (the "**Net Proceeds**") determined as follows:

NP = (TP + CS) - OCI

Where:

NP are the Net Proceeds;

TP are the total proceeds actually received by Seller from the sale to a third party of the quantity of LNG equal to Buyer's Deficiency Quantity;

CS are any costs saved, including savings related to transportation and third party costs;

OCI are any costs incurred, such costs being any reasonable, properly incurred and verifiable documented transportation costs (including charter hire for the LNG Carrier, cost of bunker and other costs of the LNG Carrier), capacity reservation and port costs, fees, duties, commissions and expenses, costs of resale and Taxes incurred by Seller in connection with the sale and delivery of the relevant quantity of LNG to the third party purchaser over and above those Seller would have paid had Buyer taken Buyer's Deficiency Quantity at the Receiving Facilities.

4.2.6 Any positive amount by which the Net Proceeds exceed Buyer's Liability Amount shall be retained by Seller for its own account.

4.2.7 Promptly upon completing such sale, Seller shall issue a statement to Buyer showing the calculation of the Net Proceeds in accordance with Clause 4.2.5. As soon as reasonably practicable after receipt by Buyer of such statement, Buyer shall issue an invoice for the Net

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Proceeds pursuant to Clause 15.2 which shall become payable by Seller in accordance with Clause 15.4.

4.2.8 Buyer's payment of Buyer's Liability Amount, in addition to amounts due under Clauses 12.5 and 12.6, if applicable, shall be Seller's sole and exclusive remedy in damages or otherwise for failure by Buyer to take all or part of such Cargo or to take it in a timely manner and each of Buyer and Seller acknowledge and agree that such payment(s) shall be by way of liquidated damages and that the same constitutes a genuine pre-estimate of losses incurred by Seller.

4.3 Seller's Failure to Deliver

4.3.1 If Seller encounters or expects to encounter technical or operational difficulties that may result in a delay in berthing the LNG Carrier or delivering the Cargo scheduled for delivery under the relevant Confirmation Notice, or that may otherwise prevent Seller from making timely delivery of such Cargo, Seller shall promptly notify Buyer and the Parties shall use reasonable endeavours to reschedule the relevant Cargo.

4.3.2 If, for any reason other than Seller Force Majeure, Adverse Weather Conditions or reasons attributable to Buyer or the Terminal Operator, Seller fails, subject to Clause 4.1.3, to deliver all or any part of the relevant Cargo ("**Seller's Deficiency Quantity**") within the period of forty-eight (48) hours from the end of the Delivery Window and the Parties were unable to reschedule the relevant Cargo under Clause 4.3.1, then Buyer shall be entitled (upon notifying Seller in writing to that respect) to require Seller not to deliver such Cargo and cause the LNG Carrier to depart the berth, if applicable. In such event, subject to Clause 4.3.3, Seller shall pay to Buyer an amount ("**Seller's Liability Amount**") equal to:

(a) where Buyer was able to procure replacement Natural Gas, LNG or alternative fuel, including diesel, an amount, if positive, determined as follows:

SLA = BPC - (SDQ x CP)

Where:

SLA is Seller's Liability Amount;

BPC are Buyer's procurement costs, which comprise Buyer's documented costs incurred using reasonable efforts in procuring replacement Natural Gas, LNG or alternative fuel (including diesel) in volume and, where applicable, energy content equal to Seller's Deficiency Quantity and at a cost that is commercially reasonable under the circumstances;

SDQ is Seller's Deficiency Quantity;

CP is the Contract Price payable in respect of the relevant Cargo; or

(b) where Buyer was unable for any reason to procure replacement Natural Gas, LNG or any alternative fuel (including diesel):

(i)

(A) any reasonable verifiable documented direct costs, charges, losses, damages, expenses and liabilities associated with terminating or

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breaching its onward sale arrangements (for regasified LNG) that are incurred by Buyer; and

(B) costs, charges, losses, damages, expenses and liabilities associated with terminating or breaching the regasification arrangements withPLTL as are claimed by PLTL; and

(ii)

(A) Buyer's reasonable verifiable documented direct costs, fees, charges or expenses which Buyer was not reasonably able to avoid (including any reservation fee or charge and any administrative costs incurred, paid or payable by Buyer to the Discharge Port, the Pakistan Gas Utilities and the Receiving Facilities, if applicable); and

(B) costs, fees, charges or expenses which PLTL was not reasonably able to avoid (including any reservation fee or charge and any administrative costs incurred, paid or payable by Buyer to the Discharge Port and the Receiving Facilities, if applicable).

4.3.3 Seller's Liability Amount shall not exceed an amount equal to thirty per cent (30%) of the value of the relevant Cargo, that is Seller's Deficiency Quantity multiplied by the relevant Contract Price all as set out in the applicable Confirmation Notice. For the avoidance of doubt, when calculating Seller's Liability Amount there shall be no double counting of any amounts incurred by Buyer and PLTL as referred to in Clause 4.3.2(b).

4.3.4 For the avoidance of doubt, PLTL and the Terminal Operator will be obliged to use reasonable endeavours to mitigate any liability, loss, damage or claim incurred by it as may be recoverable under this Clause 4.3.

4.3.5 Upon Seller's failure to deliver Seller's Deficiency Quantity, Buyer shall issue to Seller an invoice for Seller's Liability Amount pursuant to Clause 15.2, and Seller shall pay for such invoice in accordance with Clause 15.4. For the avoidance of doubt, Seller shall issue to Buyer an invoice pursuant to Clause 15.1 for any Quantity Delivered and Buyer shall pay for such invoice in accordance with Clause 15.4.

4.3.6 Seller's payment of Seller's Liability Amount, in addition to amounts due under Clause 12.7, if applicable, shall be Buyer's sole and exclusive remedy in damages or otherwise for failure by Seller to deliver any LNG or to deliver it in a timely manner and each of Buyer and Seller acknowledge and agree that any such payment(s) shall be by way of liquidated damages and that the same constitutes a genuine pre-estimate of losses incurred by Buyer.

5 QUALITY

5.1 Specifications

LNG unloaded at the Receiving Facilities in accordance with the relevant Transaction shall, when delivered at the Delivery Point:

(a) comply with the quality specifications as set out in Annex B which shall form an integral part of this Master Agreement; and

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(b) not contain any material amounts of active bacteria or bacterial agents (including but not limited to sulphate reducing bacteria or acid producing bacteria) or hazardous, toxic substances or any other contaminants or foreign matters,

together the "**Specifications**".

5.2 Notice of Off-Spec LNG

Seller shall, as soon as it becomes aware of the same, notify Buyer, if the quality of the LNG to be delivered pursuant to a Confirmation Notice is likely to fall outside the relevant Specifications ("**Off-spec LNG**"), including details of the extent to which such LNG fails to meet the Specifications, in which case the Parties shall consult on what actions to take. In such case, the Parties shall discuss such variance and possible mitigation actions, subject to the provisions of Clauses 5.3, 5.4 and 5.5.

5.3 Rejection of Off-Spec LNG

5.3.1 If the LNG delivered or to be delivered under the relevant Transaction is Off-spec LNG, Buyer may reject the Cargo by giving notice to Seller to that effect. Seller shall be deemed to have failed to deliver the quantity of Off-spec LNG rejected by Buyer and be liable to Buyer for such failure to deliver in accordance with Clause 4.3.

5.3.2 Without prejudice to Buyer's right under Clause 5.3.1 to reject the Off-spec LNG, Buyer shall use reasonable endeavours to accept, and cause the Terminal Operator to accept, the Off-spec LNG.

5.3.3 Buyer shall notify Seller of its decisions on whether or not it accepts the Off-Spec LNG as soon as reasonably practicable but in any case no later than thirty-six (36) hours of it being made aware by Seller pursuant to Clause 5.2 that the LNG fails to comply with the Specifications.

5.4 Acceptance of Off-Spec LNG

5.4.1 If the LNG delivered is Off-spec LNG, and Buyer knowingly accepts such Off-spec LNG by notifying Seller that Buyer expressly accepts the Off-spec LNG as set out in Clause 5.3.3, then Seller shall reimburse Buyer for all reasonable documented verifiable costs incurred by Buyer or billed by PLTL in the acceptance (including such costs incurred in respect of services provided by third parties associated with its adaptation, acceptance or treatment, as applicable) or disposal of such Off-spec LNG whether the LNG is intended for Buyer's own use or to meet Buyer's obligations to third parties, such amount not to exceed twenty percent (20%) of the Contract Price multiplied by the Estimated Contract Quantity.

5.4.2 If the LNG delivered is Off-spec LNG, and Buyer unknowingly accepts such Off-spec LNG or Buyer knowingly accepts Off-spec LNG but discovers that the extent to which the LNG in the relevant Cargo fails to comply with the Specifications is greater than that notified by Seller under Clause 5.2, then:

(a) Buyer shall promptly notify Seller thereof;

(b) the Parties may suspend the unloading of any remaining Off-spec LNG in the relevant Cargo;

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(c) Buyer shall accept any Off-spec LNG already unloaded at the time of the notice referred to under Clause 5.4.2(a), in which case Seller shall reimburse Buyer for any reasonable incremental costs incurred by Buyer or billed by PLTL in the acceptance (including such costs incurred in respect of services provided by third parties associated with its adaptation, acceptance or treatment, as applicable) and/or for any liability, loss, costs and damages reasonably incurred by Buyer or billed by one or both, as applicable, Pakistan Gas Utilities in connection with the acceptance, adaptation, treatment and/or disposal of such accepted Off-spec LNG whether the LNG is intended for Buyer's own use or to meet Buyer's obligations to third parties; provided that Seller's liability to reimburse Buyer under this Clause 5.4.2(c) shall not exceed an amount equal to the product of the Quantity Delivered and the relevant Contract Price;

(d) Buyer may reject any Off-spec LNG not yet unloaded at the time of the notice under Clause 5.4.2(a), in which case the provisions of Clause 4.3 shall apply in respect of such rejected Off-spec LNG.

5.5 Exclusive Remedy

Payment of damages under this Clause 5 shall be Buyer's sole and exclusive remedy for Seller's failure to deliver LNG in compliance with the Specifications and each of Buyer and Seller acknowledge and agree that such payment shall be by way of liquidated damages and that the same constitutes a genuine pre-estimate of losses incurred by Seller.

6 TRANSFER OF TITLE AND RISK AND TITLE WARRANTY

6.1 Point of title transfer

The Parties shall agree, by marking a cross against the relevant Confirmation Notice election at paragraph 16 of that document, which of the following two title transfer provisions shall apply and, in the absence of any such election, Election B shall be deemed to apply:

Election A

(a) title to such quantities of LNG aboard a LNG Carrier as are sold and purchased under a Transaction shall pass from Seller to Buyer in international waters at the point which is the last point where the LNG Carrier is outside the territorial waters of Pakistan ("**Title Transfer Point**"). For the avoidane of doubt, title to such LNG aboard a LNG Carrier as may reasonably be required to enable the LNG Carrier to continue its voyage from the Title Transfer Point inward bound to the Discharge Port and from the Discharge Port outward bound until the LNG Carrier exits the territorial waters of Pakistan (including the heel and any Natural Gas vapour) will continue to vest with the Seller;

(b) notwithstanding Clause 6.1(a), risk of loss for the LNG the title of which has passed to Buyer under Clause 6.1(a) shall pass from Seller to Buyer only after delivery of the LNG at the Delivery Point. Risk of loss for any LNG the title of which has not passed to Buyer under Clause 6.1(a) (including the heel) shall remain with Seller;

(c) if, following transfer of title from Seller to Buyer under Clause 6.1(a), Buyer does not receive such Cargo or if such Cargo is rejected by Buyer under Clause 5.3, title to all LNG comprised in such Cargo will revert from Buyer to Seller at either:

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(i) the first point where the LNG Carrier exits the territorial waters of Pakistan following the effectiveness of such failure to receive or such rejection; or

(ii) if the LNG Carrier does not exit the territorial waters of Pakistan prior to discharging its Cargo, then immediately upon notice from Seller to Buyer of such alternative discharge but in no event later than actual discharge of the Cargo;

(d) nothing in this Clause 6.1 with respect to the transfer of title shall affect the calculation of the quantity of LNG made available to, or taken by, Buyer, or the price to be paid by Buyer for such LNG pursuant to this Master Agreement;

(e) Buyer shall obtain, or cause to be obtained, any import licence or other official authorisation it may require and carry out, or assist the LNG Carrier in carrying out, as applicable, all customs formalities necessary for the import of the LNG into Pakistan; and

(f) the risk of loss and any liabilities resulting from Natural Gas vapour returned to the LNG Carrier during the discharge of the LNG shall pass from Buyer to Seller as it passes the point at which the outlet flange of the vapour return line of Receiving Facilities connects with the inlet flange of the vapour return line of the LNG Carrier.

Election B

(a) LNG to be sold by Seller and purchased by Buyer pursuant to the relevant Transaction shall be delivered to Buyer at Receiving Facilities;

(b) title to and risk of loss of LNG sold under the relevant Transaction shall pass from Seller to Buyer at the Delivery Point; and

(c) title to, risk of loss and any liabilities resulting from Natural Gas vapour returned to the LNG Carrier during the discharge of the LNG shall pass from Buyer to Seller as it passes the point at which the outlet flange of the vapour return line of Buyer's Facilities connects with the inlet flange of the vapour return line of the LNG Carrier.

6.2 Title and indemnity

Seller represents and warrants that at the Delivery Point it has title to all LNG under this Master Agreement and each Confirmation Notice, and all LNG will at the Delivery Point be free and clear of all liens (other than liens arising under any applicable laws, of which Seller shall procure the release immediately upon delivery of the LNG at the Delivery Point), charges, assessments, security interests, privileges, encumbrances and adverse claims of every description.

7 TAXES

7.1 Seller's Taxes

Seller shall pay all Taxes (excluding any Income Tax imposed on Buyer as a result of Buyer's activities causing Buyer to have a permanent establishment in the country where the Loading Port is situated) imposed or levied upstream of the Delivery Point by any Competent Authority on the sale, transportation and/or export of LNG sold under an Agreement, including all port charges, duties, fees, royalties, assessments, and any other charges or

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levies levied or imposed on the LNG Carrier in the country where the Loading Port is situated and in Pakistan, and shall reimburse Buyer for and hold Buyer harmless from and against any such Taxes and/or port charges, duties, fees, royalties, assessments, and any other charges or levies levied or imposed on the LNG Carrier, paid (or borne indirectly in the form of a withholding tax or otherwise) by Buyer (except those incurred solely due to the wilful misconduct of Buyer or the Terminal Operator).

7.2 Buyer's Taxes

Buyer shall pay all Taxes (excluding any Income Tax imposed on Seller as a result of Seller's activities causing Seller to have a permanent establishment in Pakistan) imposed or levied downstream of the Delivery Point by any Competent Authority on the purchase, transportation and/or import of LNG sold under an Agreement (and any returned Natural Gas vapour) and shall reimburse Seller for and hold Seller harmless from and against any such Taxes paid (or borne indirectly in the form of a withholding tax or otherwise) by Seller (except those incurred solely due to the wilful misconduct of Seller or Seller's Operator). Buyer shall also pay all charges which are payable by reason of the LNG Carrier having to shift berth at the Discharge Port, unless such shifting is a result of Seller's action or inaction.

7.3 Reimbursement of Refunds

Where a Party has been reimbursed by the other Party under Clause 7.1 or 7.2, as the case may be, for payments of any Taxes made and the recipient of such reimbursement receives or is entitled to receive a refund in respect of the same Taxes (whether by way of actual receipt, credit, set-off or otherwise), the recipient of such reimbursement shall repay, or cause to be repaid, to the other Party a part of the reimbursement of such Taxes equal to the amount of the refund in respect of the same Taxes effectively received or enjoyed, less any reasonable costs incurred in obtaining the refund, and less any Taxes levied or leviable in respect of that refund and, if such refunds are held by the recipient, plus any interest at the Interest Rate for the time it is held in this way.

7.4 Liability to pay Taxes

7.4.1 If either Buyer or Seller becomes aware of a potential or actual liability or claim to make any payment of Taxes under this Clause 7, it shall give notice of the circumstances to the other Party as soon as reasonably practicable.

7.4.2 Each Party shall give to the other Party such assistance as is reasonable in the circumstances in this regard, and Buyer or Seller (as appropriate) shall not make any payment of such Taxes until the date on which such Taxes are due and payable in accordance with the relevant tax regulations unless an early payment could result in a reduction of the liability to pay such Taxes.

7.4.3 In order to allow the Parties to make payments of Taxes in full and without neglecting compliance with any tax, royalty, duty or other impost levied, each Party agrees that if requested by the other Party, it will assist in completing, executing and arranging for any required certification and/or document in a manner reasonably satisfactory to the other Party, and will deliver to the other Party and/or to any government or taxing authority as the other Party reasonably directs, copies of any such certification and/or document.

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7.5 Importer of record

For the avoidance of doubt, Buyer shall be the importer of record and as such responsible for managing the customs duties and related processing activities.

8 TRANSPORTATION

8.1 Seller's obligation to transport

Seller shall be responsible, at its sole expense, for the transportation from the Loading Port to the Discharge Port of the LNG to be sold and delivered ex-ship pursuant to the relevant Transaction.

8.2 LNG Carrier specifications

8.2.1 Each Cargo shall be delivered at the Discharge Port by the LNG carrier(s) named in the relevant Confirmation Notice, which shall comply with the provisions of this Clause 8 (each such LNG carrier a "**LNG Carrier**").

8.2.2 Seller shall, at its sole expense, at all times throughout the period of supply of the relevant LNG quantity pursuant to a Confirmation Notice provide, maintain, and operate, or cause to be provided, maintained or operated, in good working order each LNG Carrier, to enable it to fulfil its obligations under the relevant Transaction. In particular, each LNG Carrier shall (unless otherwise specified in the relevant Confirmation Notice):

(a) comply with the applicable Terminal Rules and be compatible with the Discharge Port and the berthing and unloading facilities at the Discharge Port;

(b) be able to unload at an average rate equal to or greater than eight thousand (8,000) cubic metres per hour at a maximum discharge pressure of four decimal five (4.5) bar gauge at the Delivery Point;

(c) be of the dimensions and technical specification set out in the relevant Confirmation Notice;

(d) be constructed, equipped, operated and maintained in accordance with:

(i) the rules and regulations of, and maintained in class with, a member of the International Association of Classification Societies which has prior experience in classifying LNG carriers;

(ii) all applicable laws, treaties, conventions, rules and regulations of the country of vessel registry, with the Terminal Rules and with such other laws, rules, regulations, recommendations and guidelines of any Competent Authority with jurisdiction over the LNG Carrier which a Reasonable and Prudent Operator would comply with; and

(iii) International Standards;

(e) be entered with a member of the International Group of P&I Clubs and carrying that level of P&I coverage and other insurance coverage customary in the LNG trade and to a level and extent not less than would generally be taken out by a Reasonable and Prudent Operator on LNG carriers of its type, including hull and

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machinery, protection and indemnity, pollution and such other coverage as is customary and usual in the LNG shipping industry or required by operation of applicable law. Upon request of Buyer, Seller shall provide to Buyer (and the Terminal Operator on behalf of Buyer) satisfactory evidence that the insurance required pursuant to this Clause 8.2.2(e) is in effect;

(f) be in possession of a current OCIMF Ship Inspection Report (SIRE report) of no more than six (6) months old;

(g) be in compliance with all applicable requirements of the International Convention for the Safety at Sea of 1974 (SOLAS), as amended from time to time, and the related protocol of 1978, including the Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code), the International Safety and Management (ISM) Code and Chapter XI of SOLAS, and the ISPS (International Ship and Port Facilities Security) Code;

(h) have discharge and emission levels within MARPOL guidelines;

(i) be equipped with appropriate systems for communications with the Discharge Port facilities and the Terminal Operator that comply with SIGTTO recommendations regarding Emergency Shut Down Systems & Linked Ship/Shore Systems on Liquefied Gas Carriers;

(j) be operated in accordance with International Standards by, and manned with, operators, officers and crews who have been suitably qualified and trained in international LNG carrier operations. All officers who are or may be involved in the berthing, un-berthing, and handling operations of an LNG Carrier shall be fluent in the English language, and all communications between an LNG Carrier and Buyer or the Terminal Operator shall be in English; and

(k) at all times carry a Blue Card.

8.3 LNG Carrier approval

8.3.1 Buyer reserves the right to inspect or approve, or cause the Terminal Operator to inspect or approve, each LNG Carrier named in a Confirmation Notice, such approval not to be unreasonably withheld; PROVIDED HOWEVER (subject to Clause 8.4.1 below) that Buyer's execution of the relevant Confirmation Notice shall constitute Buyer's approval of such LNG Carrier.

8.3.2 If it is necessary for the delivery of a Cargo/es under this Master Agreement and the applicable Confirmation Notice, Seller may (but be under no obligation to do so), use a substitute LNG Carrier ("**Substitute LNG Carrier**") of similar cargo capacity to the LNG Carrier being so substituted. Seller's use of such a Substitute LNG Carrier shall not be permitted until Buyer has inspected and approved such LNG carrier (such approval not to be unreasonably withheld or delayed) and notified Seller thereof. Such approved Substitute LNG Carrier shall be included within the definition of "LNG Carrier" for the purposes of the relevant Transaction.

8.4 Compatibility

8.4.1 Seller acknowledges that it has satisfied itself that the LNG Carrier as at the applicable Confirmation Date is compatible with the Receiving Facilities and Seller's Facilities.

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8.4.2 If at any time after executing the relevant Confirmation Notice Buyer reasonably believes that the LNG Carrier is in such a condition that it will materially jeopardise the safety and/or normal operation of the Receiving Facilities, or that it is not compliant with the applicable Terminal Rules, Buyer shall have the right to inspect the LNG Carrier, or cause the LNG Carrier to be inspected by the Terminal Operator, to assure itself that such LNG Carrier is compatible with the Receiving Facilities.

8.4.3 Any such inspection shall not relieve Seller of any obligations it has to Buyer pursuant to Clause 8.6.

8.4.4 If such inspection should prove that the approved LNG Carrier and the Receiving Facilities are not compatible or that the LNG Carrier is likely to materially jeopardise the safety and/or normal operation of the Receiving Facilities, or is not compliant with the relevant Terminal Rules, then the Parties shall consult and cooperate with a view to agreeing upon a course of action which will permit this Master Agreement and the applicable Confirmation Notice to be performed, subject always to Buyer's right to notify Seller that it does not approve the use of the LNG Carrier until such time as it has been demonstrated to Buyer's reasonable satisfaction that the LNG Carrier has been brought into compliance with all provisions of the relevant Transaction such that it can operate safely and in conformance with the normal operations of the Receiving Facilities.

8.4.5 If Clause 8.4.4 applies, Buyer shall not be liable for any costs and expenses incurred from Buyer's failure to accept, pursuant to this Clause 8.4, the use of the relevant LNG Carrier, including costs of delays to the LNG Carrier and Seller shall reimburse Buyer for any costs incurred in inspecting the LNG Carrier in accordance with Clause 8.4.4.

8.5 Modifications

8.5.1 Following the relevant Confirmation Date, neither Party shall take any action that would render the LNG Carrier and the Receiving Facilities incompatible with each other and in particular but without limiting the foregoing:

(a) except pursuant to any change in International Standards, applicable laws, regulations, directives or orders of any Competent Authority in the countries in which the LNG Carrier will call and with which the LNG Carrier is required to comply, Seller shall not permit or make any modification to the LNG Carrier without Buyer's prior written consent, such consent not to be unreasonably withheld taking into account the compatibility of the Receiving Facilities with the LNG Carrier; and

(b) except pursuant to any change in International Standards, applicable laws, regulations, directives or orders of any Competent Authority of Pakistan and with which the Receiving Facilities are required to comply, Buyer shall not permit or make any modification to the Receiving Facilities in a manner that would render the LNG Carrier incompatible with the Receiving Facilities.

8.5.2 Seller shall take full responsibility for any and all costs and expenses in respect of modifications or changes required to be made to the LNG Carrier for the following reasons:

(a) incompatibility of the LNG Carrier with the berthing and unloading facilities of the Receiving Facilities to the extent that Buyer has complied with the provisions of Clause 8.5.1(b); and

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(b) safety or other requirements of any Competent Authority in the countries in which the LNG Carrier will call, regardless of whether such requirements differ from International Standards.

8.6 Seller's representation

Seller represents and warrants that as at the relevant Confirmation Date the LNG Carrier will meet (or has obtained valid waivers in respect of) all applicable governmental or port authority requirements and has obtained or will obtain all necessary approvals for entering, operating in and exiting the territorial waters of Pakistan as well as all applicable international requirements which are in force at the relevant Confirmation Date.

8.7 Assistance

If the LNG Carrier requires assistance from, or the use in any manner of, tugs, pilots, escort vessels or other support vessels in connection with the safe berthing of the LNG Carrier, such assistance or use shall be at the sole risk and expense of Seller.

9 RECEIVING FACILITIES

9.1 Buyer's obligations regarding the Receiving Facilities

9.1.1 The Receiving Facilities shall be of appropriate design and sufficient capacity to enable the receipt, storage and unloading of LNG in accordance with this Master Agreement and any applicable Confirmation Notice.

9.1.2 Buyer shall:

(a) subject always to Clause 8.7, provide, or cause to be provided, a safe berth and unloading facilities at the Discharge Port in accordance with this Clause 9, free of charge, save for port charges, dues, taxes or other governmental imposts; and

(b) provide, maintain and operate, or cause to be provided, maintained and operated, the Receiving Facilities so as to permit unloading of the LNG Carrier as quickly and efficiently as reasonably possible, and shall cooperate in the prompt servicing and departure of the LNG Carrier pursuant to the relevant Transaction.

9.1.3 During unloading of each Cargo, the Receiving Facilities shall return to the LNG Carrier Natural Gas in such quantities as are necessary for the safe unloading of the LNG at such rates, pressures and temperatures as may be required by the LNG Carrier.

9.2 Specification of the Receiving Facilities

Unless otherwise specified in the relevant Confirmation Notice, the Receiving Facilities shall include the following:

(a) berthing facilities that comply with OCIMF, ISPS and SIGTTO guidelines, but only to the extent the recommendations of SIGTTO are applicable to the berthing facilities, and other International Standards and are capable of receiving the relevant LNG Carrier, having the specifications set forth in the applicable Confirmation Notice and which the LNG Carrier can safely reach, fully laden and from which it can safely depart, and at which the LNG Carrier can lie safely berthed and unload safely afloat at all times;

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(b) facilities and equipment, where applicable, enabling the transfer of LNG between an LNG Carrier and the Receiving Facilities;

(c) unloading facilities capable of receiving LNG from the relevant LNG Carrier at an average rate equal to or greater than eight thousand (8,000) cubic metres per hour at a maximum discharge pressure at the LNG Carrier's manifold of four decimal five (4.5) bar gauge;

(d) a vapour return line system of sufficient capacity to transfer to the relevant LNG Carrier quantities of Natural Gas necessary for the safe unloading of the LNG at such rates, pressures and temperatures required by the LNG Carrier's design and/or good operating practice with respect to such LNG Carrier;

(e) regasification facilities;

(f) lighting and mooring facilities, including access to such facilities and appropriate systems for communication with the relevant LNG Carrier;

(g) facilities enabling access and egress for personnel to and from the relevant LNG Carrier and the shore, where applicable;

(h) qualified and competent personnel, fluent in spoken and written English, to coordinate, with the LNG Carrier during unloading operations; and

(i) emergency shutdown systems.

9.3 Buyer's warranty

Buyer warrants that the Receiving Facilities meet all applicable requirements and regulations, which are in force at the relevant Confirmation Date, for reception of the relevant LNG Carrier and the unloading of LNG in accordance with this Master Agreement and applicable Confirmation Notice.

9.4 Seller's obligations

Seller shall ensure that the LNG Carrier utilises the Discharge Port and the Receiving Facilities subject to the observance of all relevant rules and regulations in force at the Discharge Port and the Receiving Facilities and sign or ensure that the master of the LNG Carrier signs and/or otherwise makes binding upon the Transporter the conditions of use applicable at the Receiving Facilities.

10 ARRIVAL AT DISCHARGE PORT

10.1 Notices of LNG Carrier movements

10.1.1 With respect to each Cargo to be delivered to Buyer pursuant to a Transaction, Seller shall give, or cause the master of the LNG Carrier to give, to Buyer, the following notices:

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(a) a first notice, which shall be sent either upon the departure (for the Discharge Port) of the LNG Carrier from the Loading Port, or as early as reasonably possible and which shall set forth:

(i) the time and date of departure from the Loading Port, the volume (expressed in cubic metres) of LNG loaded on the LNG Carrier;

(ii) the estimated quality and energy content of the relevant Cargo (if different from the Estimated Contract Quantity);

(iii) any operational deficiencies of the LNG Carrier that may affect its performance at the Discharge Port; and

(iv) the estimated time of arrival of the LNG Carrier at the Discharge Port (the "**ETA**").

If at any time this ETA changes by more than twelve (12) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to Buyer;

(b) a second notice, updating or confirming the ETA, which shall be sent ninety-six (96) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to Buyer;

(c) a third notice, updating or confirming the ETA, which shall be sent seventy-two (72) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to Buyer;

(d) a fourth notice, updating or confirming the ETA, which shall be sent forty-eight (48) hours prior to arrival at the Discharge Port. If at any time this ETA changes by more than six (6) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA;

(e) a fifth notice, updating or confirming the ETA, which shall be sent twenty-four (24) hours prior to the ETA. This notice shall include a statement of:

(i) the estimated quantity and quality of LNG to be discharged (if different from the Estimated Contract Quantity); and

(ii) any operational deficiency of the LNG Carrier that may affect its performance at the Discharge Port.

If at any time this ETA changes by more than two (2) hours, then the LNG Carrier's master shall promptly give notice of the corrected ETA to Buyer;

(f) a sixth notice, updating or confirming the ETA and notifying of any other change, which shall be sent five (5) hours prior to arrival at the Discharge Port; and

(g) a final notice, updating or confirming the ETA and notifying of any other change, which shall be sent two (2) hours prior to arrival at the Discharge Port;

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(h) a notice of arrival when the LNG Carrier has arrived at the PBS or customary anchorage at the Discharge Port and has received all necessary port clearances to enter and manoeuvre in the Discharge Port and the LNG Carrier is ready to berth in all respects (hereinafter referred to as "**Notice of Readiness**"); and

(i) any additional notice that may be specified in the relevant Terminal Rules.

10.1.2 All notices to be sent to Buyer in accordance with this Clause 10.1 shall also be sent to the Terminal Operator, provided that Buyer shall have supplied the appropriate contact details to Seller, and Seller's agent at the Discharge Port.

10.1.3 The notices referred to above shall be sent by electronic mail or facsimile.

10.1.4 The timing, frequency and overall number of the notices referred to in this Clause 10.1 shall be amended in a Confirmation Notice to reflect the actual geographical distance between the relevant Loading Port and Discharge Port for the relevant Transaction.

11 BERTHING ASSIGNMENTS

11.1 Seller's clearances

Upon arrival of the LNG Carrier at the Discharge Port, Seller shall obtain or cause to be obtained at its cost all clearances and necessary formalities with the relevant authorities to allow the LNG Carrier to complete harbour manoeuvres and berthing operations during the Delivery Window and Buyer shall provide all reasonable assistance in connection therewith.

11.2 Berthing and unloading

11.2.1 After Notice of Readiness has been given in accordance with Clause 10.1.1(h) and the Terminal Operator has given clearance for the LNG Carrier to proceed to berth, Seller shall berth the LNG Carrier or cause it to be berthed as safely and expeditiously as reasonably possible in cooperation with Buyer and in accordance with all relevant Terminal Rules, at the berth designated by Buyer.

11.2.2 In accordance with the relevant Transaction, Buyer and Seller shall cooperate to commence unloading or cause it to be commenced upon completion of berthing and complete unloading or cause it to be completed safely and as expeditiously as reasonably possible.

11.3 Berthing priority

11.3.1 Buyer and Seller shall use all reasonable endeavours to avoid any conflict between LNG carriers (including the LNG Carrier) at the Discharge Port and, if applicable, shall discuss the situation with the Terminal Operator and the relevant Port Authority with a view to determine the berthing sequence of such LNG carriers at the Discharge Port.

11.3.2 In determining such berthing sequence, regard shall be had to the following priority:

(a) the LNG Carrier arriving at the Discharge Port and giving Notice of Readiness during the Delivery Window;

(b) between LNG carriers (including the LNG Carrier) arriving at the Discharge Port or giving Notice of Readiness during their respective delivery windows but one of these LNG carriers was previously delayed in berthing or unloading due to adverse

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weather conditions, force majeure, the delivery of off-spec LNG or an emergency, the LNG carrier which was so delayed;

(c) between LNG carriers (including the LNG Carrier) arriving at the Discharge Port or giving Notice of Readiness not within their respective delivery windows, the normal industry practice of "first come, first served" shall be applied, subject to Clause 11.3.3.

11.3.3 If the LNG Carrier does not give Notice of Readiness by the end of the Delivery Window but does thereafter give Notice of Readiness, Buyer shall use all reasonable endeavours to cause the Terminal Operator to berth and unload the LNG Carrier as soon as reasonably practicable after such Notice of Readiness is given.

11.3.4 Buyer shall notify the master of the LNG Carrier of its berthing priority upon Buyer's receipt of Notice of Readiness from the relevant LNG Carrier in the event that the LNG Carrier cannot be berthed upon arrival.

11.4 Departure

Seller shall cause the LNG Carrier to depart as safely and expeditiously as reasonably possible and in accordance with the relevant Terminal Rules and Buyer shall cooperate, or use reasonable efforts to cause the Terminal Operator to cooperate, with such safe and expeditious departure of the LNG Carrier from the berth.

12 UNLOADING

12.1 Used Laytime

Unless otherwise agreed by the Parties in the relevant Confirmation Notice, laytime used in unloading the LNG Carrier shall begin to count at the earlier of:

(a) the time which is six (6) hours after the time at which the Notice of Readiness is tendered; or

(b) when the LNG Carrier is all fast at berth,

and shall end at Completion of Unloading ("**Used Laytime**"); PROVIDED HOWEVER that:

(i) if the LNG Carrier tenders its Notice of Readiness before the Delivery Window, Used Laytime shall begin to count on the earlier of:

(A) 06:00 hours on the first Day of the Delivery Window; and

(B) when the LNG Carrier is all fast at berth; or

(ii) if the LNG Carrier tenders its Notice of Readiness after the Delivery Window, Used Laytime shall begin to count when the LNG Carrier is all fast at berth.

12.2 Allowed Laytime

Subject to Clause 12.3, Allowed Laytime shall commence at the start of Used Laytime as determined in accordance with Clause 12.1.

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12.3 Extension of Allowed Laytime

For computation of Demurrage to be paid by Buyer, Allowed Laytime shall be extended by any time of delay that is directly or indirectly caused by one or more of the following:

(a) reasons attributable to Seller, the LNG Carrier or its master, crew or the Transporter;

(b) Force Majeure;

(c) Adverse Weather Conditions; and

(d) compliance by the LNG Carrier with the Terminal Rules, including awaiting daylight operations.

12.4 Notification of Unloading Delays

Without prejudice to Seller's right to receive Demurrage in accordance with Clause 12.5 and compensation under Clause 12.6, if any problem occurs or is foreseen to occur so as to cause delay to an LNG Carrier in berthing, unloading or departing resulting in such operations extending beyond the Allowed Laytime, Buyer and Seller shall discuss the problem in good faith and use their reasonable endeavours to minimise such delay, and at the same time cooperate with each other to identify measures which can be adopted to minimise or to avoid the occurrence of any similar delay in the future.

12.5 Demurrage

12.5.1 In the event Used Laytime exceeds Allowed Laytime (as extended in accordance with Clause 12.3) for unloading the LNG Carrier, Buyer shall pay to Seller, or to Seller's Transporter's account if so directed by Seller, Demurrage at the daily rate set forth in the applicable Confirmation Notice for full days or pro rata for any partial days.

12.5.2 Subject to Clauses 12.5.3 and 12.6, the Parties agree that Demurrage is the sole and exclusive remedy payable by Buyer, if Used Laytime exceeds Allowed Laytime (as extended) and each of Buyer and Seller acknowledge and agree that such payment(s) shall be by way of liquidated damages and that the same constitutes a genuine pre-estimate of losses incurred by Seller.

12.5.3 Notwithstanding the provisions of Clause 12.5.2, if such delay also affects the delivery of subsequent Cargoes to Buyer scheduled in accordance with the applicable Confirmation Notice or any other Confirmation Notice entered into pursuant to this Master Agreement, Seller and Buyer shall consult in good faith to modify the Delivery Window in respect of such subsequent Cargoes so as to allow Buyer to take delivery of such scheduled Cargoes.

12.6 Additional Boil-Off

If the LNG Carrier is delayed in the commencement of unloading (for reasons attributable to Buyer or the Terminal Operator) and if as a result thereof Used Laytime exceeds Allowed Laytime (ignoring any extension under Clause 12.3), then Buyer shall pay to Seller an amount, to compensate Seller for additional boil-off from the approved LNG Carrier, equal to the Contract Price for the relevant Cargo multiplied by the amount (in MMBtu) of such additional boil-off. The amount of additional boil-off shall be calculated by multiplying the Estimated Contract Quantity with the daily Boil-off Rate and the number of days (or partial days)

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between the commencement of unloading and the point in time when the calculation of additional boil-off commenced in accordance with this Clause 12.6.

12.7 LNG Carrier causing delay

If the unloading of the LNG Carrier is not completed within the Allowed Laytime and such delay is attributable to Seller, the LNG Carrier or its master, crew, owner or operator and as a result another LNG carrier (which would have been unloaded, if this delay had not occurred) is prevented from or delayed in unloading, then Seller shall reimburse Buyer for the demurrage and, if applicable, additional boil-off incurred by Buyer in respect of such LNG carrier.

12.8 Invoicing

12.8.1 A Party shall invoice the other Party pursuant to Clause 15.2 for amounts due under this Clause 12, along with the relevant documents and calculations in support of such amount, and the other Party shall pay such invoice in accordance with the terms of Clause 15.4.

12.8.2 Buyer or (as the case may be) Seller shall be discharged and released from all liabilities in respect of any claim for Demurrage or additional boil-off under Clauses 12.5 and 12.6 or (as the case may be) reimbursement under Clause 12.7, unless a claim in writing has been presented:

(a) in the case of Clauses 12.5 and 12.6, to Buyer, within sixty (60) days after Completion of Unloading of the relevant LNG Carrier;

(b) in the case of Clause 12.7, to Seller, within sixty (60) days after the claim (by another seller, in respect of which the compensation is payable) was presented, or (if sooner) one hundred and twenty (120) days after Completion of Unloading of the relevant LNG Carrier.

13 DETERMINATION OF QUANTITY AND QUALITY

13.1 Seller shall supply, operate and maintain, or cause to be supplied, operated and maintained, suitable gauging devices for the LNG tanks of the LNG Carrier, as well as pressure and temperature measuring devices and all other measurement or testing devices that are incorporated in the structure of such LNG Carrier or customarily maintained on board ship. Such supply, operation and maintenance shall comply with the provisions of Annex C which shall form an integral part of this Master Agreement, and in the event of any inconsistency between this Clause 13 and Annex C with regard to the subject matter hereof, Annex C shall prevail.

13.2 Buyer shall supply, operate and maintain, or cause to be supplied, operated and maintained, devices required for collecting continuous samples and for determining quality and composition of the delivered LNG and all other measurement or testing devices that are necessary to perform the measurement and testing required hereunder at the Receiving Facilities. Such supply, operation and maintenance shall comply with the provisions of Annex C, and in the event of any inconsistency between this Clause 13 and Annex C with regard to the subject matter hereof, Annex C shall prevail.

13.3 Each device provided for in this Clause 13 shall be of a design that has been proven in service in an existing LNG trade, unless otherwise agreed by the Parties as provided below. Any devices provided for in Clause 13 not previously used in an existing LNG trade shall be chosen

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by agreement of the Parties and shall be such as are, at the time of selection, the most accurate and reliable in their practical application. The required degree of accuracy of such devices shall be agreed upon and verified by the Parties in advance of their use, and such degree of accuracy shall be verified by the Independent Surveyor. All such devices shall be subject to approval by the relevant classification societies. Seller shall ensure that each tank on the LNG Carrier is equipped with two level-measuring devices of different types.

13.4 The Parties shall co-operate closely in the design, selection and acquisition of devices to be used for measurements and tests under this Clause 13. The Parties shall establish mutually agreed conversion tables between units of measurement, if necessary.

13.5 Seller shall furnish to Buyer or cause Buyer to be furnished with, a certified copy of tank gauge tables as well as correction charts (including list, trim and contractions) for each tank of the LNG Carrier.

13.6 Volumes of LNG delivered at the Delivery Point under the relevant Transaction shall be determined by gauging the LNG in the tanks of the LNG Carrier immediately before and after unloading. Gauging the liquid in the tanks of the LNG Carrier and the measuring of liquid temperature, vapour temperature and vapour pressure in each LNG tank and the trim and list of the LNG Carrier and atmospheric pressure shall be performed, or caused to be performed, by Seller before and after unloading. Copies of gauging and measurement records shall be furnished to Buyer. Gauging devices shall be selected, and measurements shall be effected, in accordance with Annex C.

13.7 Representative samples of the delivered LNG at the Delivery Point shall be obtained and analysed, or caused to be obtained and analysed, by Buyer, in accordance with Annex C in order to determine the energy content in MMBtu, the molar fraction of the hydrocarbons and other components in the sample.

13.8 The energy content in MMBtu unloaded at the Discharge Port shall be calculated by Buyer following the procedures set forth in Annex C and shall be verified by the Independent Surveyor.

13.9 At the request of a Party, all measurements, gauging and analyses provided for in Clauses 13.6, 13.7 and 13.8 above shall be carried out and verified by the Independent Surveyor. Prior to effecting such measurements, gauging and analyses, the Party responsible for such operations shall notify the representative of the other Party and the representative jointly appointed by the Pakistan Gas Utilities (if applicable) in accordance with Clause 13.10, allowing such representatives a reasonable opportunity to be present for all operations and computations; PROVIDED HOWEVER that the absence of either or both of the representatives after notification and reasonable opportunity to attend shall not prevent any operation or computation from being performed. The results of the Independent Surveyor's verifications shall be made available promptly to each Party. All records of measurements and the computation results shall be preserved by the Party responsible for effecting such measurements and held available to the other relevant Party for a period of not less than one (1) year after such measurements and computations have been completed, or if longer until any dispute between the Parties relating in any way to such measurements and computations has been finally resolved.

13.10 Each Party shall test and verify the accuracy of the applicable gauging devices at intervals to be agreed between the Parties and in accordance with Annex C. In the case of gauging devices on the LNG Carrier, such tests and verifications shall take place during scheduled dry-

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docking periods. Each Party at its own risk, shall have the right to inspect at any time the gauging devices installed by the other Party; PROVIDED HOWEVER that the other Party shall be notified reasonably in advance. Testing shall be performed using methods recommended by the manufacturer of the equipment being utilised or any other method agreed upon by Buyer and Seller. Tests shall be carried out and verified by the Independent Surveyor. Each Party shall have the right to appoint a representative, and the Pakistan Gas Utilities may appoint one (1) representative amongst themselves, to be present at and witness measurements, sampling and testing of devices and LNG.

13.11 Permissible tolerances shall be as described in paragraph 3 of Annex C. Where the inaccuracy of a device is found to exceed the permissible tolerances, the device, if possible, shall be adjusted accordingly and recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Seller and Buyer. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device.

13.12 Without prejudice to Clause 13.3, all costs and expenses for testing and verifying measurement devices shall be borne by the Party who is testing or verifying the devices being tested and verified unless the testing is conducted at the request of the other Party and such testing does not disclose errors or inaccuracies which require correction in such measurement devices, in which event the Party requesting such testing or verification shall bear such costs; PROVIDED HOWEVER that representatives of the Parties and the Pakistan Gas Utilities attending such tests and verifications shall do so at the cost and risk of the Person they represent.

13.13 The Independent Surveyor to be appointed for the purposes of this Clause 13 and Annex C shall be mutually agreed between the Parties not less than one week before the LNG Carrier is to arrive at the Discharge Port. Neither Party shall unreasonably withhold consent to appointment of the Independent Surveyor proposed by the other Party. The fees and charges of the Independent Surveyor for measurements and calculations shall be borne equally by Buyer and Seller.

14 CONTRACT PRICE

The price to be paid for LNG sold and purchased under a Transaction shall be the Contract Price calculated in accordance with, or set out in, the provisions of the relevant Confirmation Notice.

15 INVOICING AND PAYMENT

15.1 Documentation and Invoices for LNG deliveries

15.1.1 Seller shall send to Buyer:

(a) in accordance with Clause 10.1.1(a), information about the expected quality of the LNG loaded and as soon as practicable thereafter, the certificates as to the quantity and quality of the LNG loaded in order to inform the Receiving Facilities; and

(b) no later than seventy-two (72) hours prior to ETA, a provisional commercial invoice based upon the Estimated Cargo Quantity multiplied by the applicable Contract

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Price and any other document (as specified in the relevant Confirmation Notice) that may be required by the relevant Competent Authority in Pakistan to allow Buyer to obtain customs clearance for the LNG Carrier and the Cargo in Pakistan.

(c) 3/3 original, or where the full set of bills of lading for the relevant Cargo is less than three (3) originals, such lesser number of original bills of lading as represent all original bills of lading for the relevant Cargo, plus three (3) non-negotiable copies of the bill of lading issued or endorsed to the order of Karachi, Pakistan and notify the Buyer . Bill of lading to be duly signed by the master of the LNG Carrier or that master's agent under his official seal. Charter party bill of lading will also be acceptable.

(d) One original plus three (3) signed copies of the certificate of origin issued or countersigned by the relevant chamber of commerce or port authority/ies or terminal operator (issue in the name of the applicant as consignee is acceptable) mentioning the origin of goods.

(e) Certificate of quality to be issued by the Independent Surveyor appointed at the Loading Port.

(f) Certificate of quantity to be issued by the Independent Surveyor appointed at the Loading Port.

(g) In addition to the documents set out in paragraph (a) to (g) above, the Seller shall provide the following additional documents promptly after these become available:

(i) Certificate of quality to be issued by the Independent Surveyor appointed at the Discharge Port.

(ii) Certificate of quantity to be issued by the Independent Surveyor appointed at the Discharge Port. The quantity discharged in MMBTU, appearing in this certificate, will be considered as quantity for payment.

(iii) Time log or statement of fact or time sheet showing discharge completion date, issued by the Independent Surveyor appointed at the Discharge Port.

15.1.2 Promptly after the completion of unloading of the Cargo at the Receiving Facilities, Seller or its representative shall send to Buyer a certificate of volumes unloaded calculated in accordance with Clause 13.

15.1.3 Buyer shall, in accordance with Clause 13, within forty-eight (48) hours after Completion of Unloading, complete (or cause to be completed) a laboratory analysis to determine the quality of the LNG unloaded. Following such laboratory analysis, Buyer shall send to Seller a copy of the results of such laboratory analysis. Upon receiving such results, Seller shall, in accordance with Clause 13 calculate the Quantity Delivered.

15.1.4 Promptly upon completion of such calculation, Seller shall send to Buyer:

(a) an invoice showing the sum due from Buyer in respect of the Cargo which will be calculated by multiplying the Quantity Delivered by the Contract Price as stated in the relevant Confirmation Notice; and

(b) any relevant documents showing the basis for such calculation.

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15.1.5 If the laboratory analysis as required above has not been completed within forty-eight (48) hours of the Completion of Unloading, Buyer shall pay the provisional commercial invoice provided by Seller in accordance with Clause 15.1.1(b) on or before the due date specified in Clause 15.3.1, subject only to any later adjusting payment that may be called for when the relevant laboratory analysis has been completed, and an appropriate invoice issued (in accordance with Clause 15.1.4(a)) in respect thereof.

15.1.6 After final determination of the Quantity Delivered, and/or after the determination of the final price, Seller shall promptly provide Buyer with a final invoice and the appropriate adjusting payment shall be made by Buyer or Seller (as applicable) to the other within fifteen (15) days of receipt of the final invoice by Buyer. If the laboratory analysis has not been completed within forty-eight (48) hours after Completion of Unloading of the Cargo due to the default of either Party, then interest at the Interest Rate shall be payable on the adjusting payment by that defaulting Party.

15.2 Other Invoices

Except as provided in Clause 15.1, in the event that any sums of money are due from one Party to the other Party under the relevant Transaction, then the Party to whom such sums of money are owed shall send to the other Party an invoice together with relevant supporting documents showing the basis for the calculation of such sums.

15.3 Invoice Due Dates

15.3.1 Each invoice referred to in Clause 15.1 for LNG delivered to Buyer shall become due and payable by Buyer on or before the relevant date set out in the Confirmation Notice. For this purpose, a facsimile or email copy of an invoice shall be deemed received by Buyer on the Business Day after the day it was sent.

15.3.2 Each invoice arising under Clause 15.2 shall become due and payable by the Party receiving the invoice on or before the relevant date set out in the Confirmation Notice. For this purpose, a facsimile or email copy of an invoice shall be deemed received by the Party receiving such invoice on the Business Day after the day it was sent.

15.3.3 In the event the full amount of the invoice payable by either Party is not paid when due, any unpaid amount thereof shall bear interest from (but excluding) the due date until (and including) the day it was paid, at the Interest Rate. Interest shall be paid on the date when payment of the amount due is made.

15.3.4 If any payment date falls on a day that is not a Business Day, such amount shall be due on the first Business Day after the day payment is due.

15.4 Payment

15.4.1 Each Party shall pay or cause to be paid in the applicable currency as specified in the relevant Confirmation Notice, on or before the due date, all amounts that become due and payable by such Party to the other Party pursuant to an invoice issued under the relevant Transaction. Such payments shall be made by wire transfer in immediately available funds good for value in the relevant country where payment is to be received in accordance with the applicable Confirmation Notice to such account or accounts with such bank and in such location as shall have been designated by the other Party in the relevant Confirmation Notice.

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15.4.2 Subject to Clause 15.6, each payment of any amount owing hereunder shall be for the full amount due, without reduction, withholding or offset for any reason (including any exchange charges, bank transfer charges, any other fees, or Taxes, other than any Taxes for which a Party is liable in accordance with Clause 7).

15.4.3 In relation to any payment due from one Party (the payer) to the other (the payee) pursuant to a Transaction, if the payer is required by law to make any reduction or withholding (except in respect of any Taxes for which the payee is liable in accordance with Clause 7), the payer shall pay to the payee such amount as will result in the payee receiving the full invoiced amount after such reduction or withholding, and promptly pay to the relevant authorities the amount deducted or withheld and provide to the payee a receipt or other evidence of payment.

15.5 Disputed Invoices

15.5.1 In the event a Party disagrees with any invoice, it shall nevertheless make provisional payment of the total amount specified in the invoice and shall immediately notify the other Party of the reasons for such disagreement, except that in the case of obvious error in computation the Party receiving the invoice shall pay the correct amount after disregarding such error. An invoice may be contested by the Party that received it, or modified by the Party that sent it, by written notice delivered to the other Party within a period of ninety (90) days after such receipt or sending, as the case may be. If no such notice is served, such invoice shall be deemed correct and accepted by both Parties. Promptly after resolution of any dispute as to an invoice, the amount of any over-payment or under-payment shall be paid by the relevant Party to the other Party, together with interest on such over-payment or under-payment, as the case may be, such interest being calculated at the Interest Rate from the date payment was due to the actual date of payment.

15.5.2 Promptly and no later than five (5) Business Days after determination of any dispute as to an invoice by the Parties in accordance with Clause 18.2.1, any amounts of the original invoice that become payable as a result of such resolution shall be paid by Seller or Buyer (as the case may be) to the other Party. Interest on any such payment shall accrue at the Interest Rate from (but excluding) the due date of the original invoice to (and including) the date when final payment is made.

15.6 Credit Support

(a) Seller:

Seller shall provide to Buyer credit support as required, and on the terms set out, in each Confirmation Notice.

(b) Buyer:

Buyer shall provide to Seller credit support as required, and on the terms set out, in each Confirmation Notice.

15.7 Netting and Setoff

Except as otherwise expressly agreed in Clauses 15.5 and 17.2 neither Party shall be entitled to deduct, set-off against, net-off against or reduce any amounts due to the other Party under this Master Agreement or any Confirmation Notice.

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16 FORCE MAJEURE

16.1 Seller Force Majeure

Seller shall not be liable for any failure to perform, or delay in the performance of, its obligations under the relevant Transaction other than the payment of money when due, if and to the extent that its performance is prevented, impeded or delayed by an act, event or circumstance or combination of acts, events or circumstances which are beyond the reasonable control of Seller acting as a Reasonable and Prudent Operator ("**Seller Force Majeure**"). Provided that they are within the foregoing principles, acts, events or circumstances constituting Seller Force Majeure shall include the following:

(a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, hurricane, tornado, earthquake, tsunami, tempest, landslide, soil erosion, subsidence, washout, epidemic and quarantine restrictions, shipwreck, navigational and maritime perils or other acts of God;

(b) war (whether declared or undeclared), terrorism (or serious threat thereof), invasion, embargo, trade sanctions, revolution, rebellion, sabotage, riot, civil war, blockade, insurrection, piracy, acts of public enemies or civil and military disturbances;

(c) radioactive contamination or ionising radiation;

(d) strike, lockout or other industrial disturbances;

(e) loss or failure of or serious accidental damage to or inoperability or inaccessibility of any of, or incapacity to deliver LNG at, Seller's Facilities or the Loading Port;

(f) loss of the relevant LNG Carrier, serious accidental damage thereto requiring removal of the LNG Carrier from service, or inoperability thereof; or

(g) acts or omissions of a Competent Authority, or compliance with such acts that directly affect Seller's ability to perform its obligations under this Master Agreement or the relevant Confirmation Notice.

16.2 Buyer Force Majeure

Buyer shall not be liable for any failure to perform, or delay in the performance of, its obligations under the relevant Transaction other than the payment of money when due, if and to the extent that its performance is prevented, impeded or delayed by an act, event or circumstance or combination of acts, events or circumstances which are beyond the reasonable control of Buyer acting as a Reasonable and Prudent Operator ("**Buyer Force Majeure**"). Provided that they are within the foregoing principles, acts, events or circumstances constituting Buyer Force Majeure shall include the following:

(a) fire, flood, atmospheric disturbance, lightning, storm, typhoon, hurricane, tornado, earthquake, tsunami, tempest, landslide, soil erosion, subsidence, washout, epidemic and quarantine restrictions, shipwreck, navigational and maritime perils or other acts of God;

(b) war (whether declared or undeclared), terrorism (or serious threat thereof), invasion, embargo, trade sanctions, revolution, rebellion, sabotage, riot, civil war,

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blockade, insurrection, piracy, acts of public enemies or civil and military disturbances;

(c) radioactive contamination or ionising radiation;

(d) strike, lockout or other industrial disturbances;

(e) loss or failure of or serious accidental damage to or inaccessibility or inoperability of or incapacity to receive LNG at the Receiving Facilities or the Discharge Port; or

(f) acts or omissions of a Competent Authority, or compliance with such acts that directly affect Buyer's ability to perform its obligations under this Master Agreement or the relevant Confirmation Notice.

16.3 Related Parties

16.3.1 For the purposes of Clauses 16.1 and 16.2, an event shall not be considered to be beyond the reasonable control of a Party to the relevant Transaction unless:

(a) in the case of Seller, it is beyond the reasonable control of Seller, Seller's Operator and the Transporter, and any servant or agent of such Persons;

(b) in the case of Buyer, it is beyond the reasonable control of Buyer, PLTL, the Pakistan Gas Utilities, the Terminal Operator and any servant or agent of such Persons.

16.3.2 An act, event or circumstance which primarily affects a third party or third parties, which prevents, impedes or delays Seller's or Buyer's performance of this Master Agreement or any Confirmation Notice, shall not constitute Force Majeure under the relevant Transaction as to Seller or Buyer, as appropriate, unless, and to the extent that, it is of a kind or character that, if it had happened to a Party, would have come within the definition of Force Majeure under this Clause 16.

16.3.3 Notwithstanding Clauses 16.1 and 16.2, the following events shall not constitute Force Majeure:

(a) inability (however caused) of a Party to pay any amounts when due; and

(b) breakdown or failure of plant or equipment that is controlled by either Party that is caused by normal wear and tear or by a failure properly to maintain such plant or equipment.

16.4 Notification

16.4.1 Promptly upon the occurrence of an event that a Party considers may subsequently lead it to claim Force Majeure relief under the relevant Transaction, the affected Party shall notify the other Party, describing the event and the obligations the performance of which have been or could be prevented, hindered or delayed thereby. In the event a Party intends to claim Force Majeure relief under the relevant Transaction, it shall notify the other Party of such claim as soon as reasonably practicable and shall state in such notice:

(a) the particulars of the event giving rise to the Force Majeure claim, in as much detail as is then reasonably available including the time at which the Force Majeure event arose; and

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(b) the obligations the performance of which have been actually prevented, hindered or delayed and an estimate (acting in good faith) of the period during which the affected Party believes the performance is likely to be prevented, hindered or delayed,

such notices shall thereafter be supplemented and updated monthly during the period of such Force Majeure, specifying actions being taken to remedy the circumstances causing the Force Majeure and the date on which such Force Majeure terminates.

16.4.2 The Party affected by an event of Force Majeure shall, at the request of the other Party, give or procure access (at the expense and risk of the Party seeking access) at reasonable times for a reasonable number of representatives of the requesting Party to examine the scene of the event which gave rise to the Force Majeure claim.

16.4.3 The Parties shall exercise all reasonable efforts and diligence to resume normal performance of the relevant Transaction after the occurrence of an event of Force Majeure. Prior to resumption of normal performance, the Parties shall continue to perform their obligations under the relevant Transaction to the extent not prevented by such event of Force Majeure.

16.4.4 The settlement of strikes or boycotts, lockouts or other industrial disputes, or obstructive action by organisations or local inhabitants shall be entirely within the discretion of the Party concerned.

16.5 Termination for prolonged Force Majeure

If an event of Force Majeure occurs and is continuing for an uninterrupted period of forty five (45) days such that it prevents a Party from performing all or substantially all of its obligations under the relevant Transaction, then either Party shall be entitled to terminate the relevant Confirmation Notice or, where multiple Cargoes are purchased under a single Confirmation Notice, to terminate the sale and purchase of the affected Cargo(es) (provided, however, that the Parties shall have the obligation to continue to deliver and take the unaffected Cargo(es) under such Confirmation Notice) without liability to the other Party by giving written notice to the other Party. For the avoidance of doubt, thereafter Buyer may purchase replacement LNG from other LNG suppliers and Seller may sell affected Cargo/es to other buyers. Seller shall not be required to deliver make-up Cargoes to Buyer in respect of LNG quantities that Seller is excused from supplying by reason of Force Majeure.

17 EVENTS OF DEFAULT, REMEDIES, LIMITATION OF LIABILITY

17.1 Events of Default

In relation to either Party (the "**Defaulting Party**") each of the following shall constitute an event of default ("**Event of Default**"):

(a) the Defaulting Party or its credit support provider does not pay in full on the due date at the place at and in the currency in which it is expressed to be payable any amount payable by it under the relevant Transaction and such non-payment is not remedied within three (3) Business Days (or as otherwise specified in the relevant Confirmation Notice) following receipt of written notice of such default from the other Party after the due date;

(b) the Defaulting Party fails to perform or comply with any other material obligation contained in the relevant Transaction and such failure continues unremedied for a

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period of ten (10) Business Days (or as otherwise specified in the relevant Confirmation Notice) following receipt of written notice of such default from the other Party;

(c) the Defaulting Party is the subject of an Insolvency Event;

(d) any representation or warranty made by the Defaulting Party under any Confirmation Notice or this Master Agreement shall, when made, prove to be untrue in any material respect; or

(e)

(i) the Defaulting Party or its credit support provider fails to provide, maintain or (where applicable) replace the relevant credit support document, if requested in accordance with Clause 15.6 and the applicable Confirmation Notice;

(ii) the Defaulting Party or its credit support provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, any credit support;

(iii) the relevant credit support document, or any security interest granted by the Defaulting Party or its credit support provider to the other Party pursuant to any such credit support document, expires or terminates or ceases to be in full force and effect (in each case other than in accordance with its terms) for the purposes of the relevant Transaction; or

(iv) the Defaulting Party's credit support provider fails to perform or comply with any material obligation (other than that referred to in Clause 17.1(a)) under any credit support document provided to the other Party (after giving effect to any applicable notice or grace period thereunder),

and such failure to provide, maintain or (where applicable) replace the relevant credit support document or its expiry, termination or lack of effectiveness continues for five (5) days following receipt of the first written notice of such failure from the other Party.

17.2 Effect of an Event of Default

17.2.1 On and at any time after the occurrence of an Event of Default, any Party not subject to such Event of Default (the "**Non-Defaulting Party**") shall have the right, in addition to any and all remedies available hereunder or pursuant to applicable law, to terminate with immediate effect any Confirmation Notice not yet or not yet fully performed and/or this Master Agreement by giving written notice to the Defaulting Party.

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17.2.2 In case of Seller being the Non-Defaulting Party, where an Event of Default entitles Seller to any payment under the relevant Transaction or where a payment is delayed due to an Event of Default, Seller shall, in its sole discretion, be entitled to claim or draw any amount due under the credit support document, if any, provided by Buyer under the relevant Transaction up to an amount equal to the Contract Price multiplied by the Estimated Contract Quantity of the relevant Cargo.

17.2.3 In case of Buyer being the Non-Defaulting Party, where such Event of Default entitles Buyer to any payment under the relevant Transaction or where a payment is delayed due to an Event of Default, Buyer shall be entitled to withhold sufficient part payment, if any, until the Event of Default has been remedied under the relevant Transaction or, in its sole discretion, be entitled to claim or draw any amount due under the credit support document, if any, provided by Seller under the relevant Transaction up to an amount equal to thirty percent (30%) of the Contract Price multiplied by the Estimated Contract Quantity of the relevant Cargo under a Transaction.

17.2.4. Payment derived from any claim by either Party on the relevant credit support document provided by the other Party in accordance with Clause 15.6 and the applicable Confirmation Notice shall, for the purposes of the relevant Transaction, be deemed to be a payment of the relevant amount(s) due.

17.2.5 For the avoidance of doubt, in the event of any default, breach or negligence by either Party in relation to the performance or non-performance of their respective obligations under the relevant Transaction, the other Party shall use all reasonable efforts to promptly mitigate the losses, damages, costs and expenses resulting from the default, breach or negligence.

17.3 Limitation of Liability

17.3.1 Without prejudice to any express provision of the relevant Transaction for an indemnity or requiring a payment to either Party (including for the avoidance of doubt payment of liquidated damages), a Party shall not be liable to another Party under any Transaction, or in negligence or otherwise howsoever as a result of any act or omission in the course of or in connection with the performance of that Transaction, for or in respect of:

(a) any special, indirect or consequential loss or damages which, for the avoidance of doubt, shall not include any loss or damage suffered by PLTL referred to in Clauses 4.3.2(b)(i)(B), 4.3.2(b)(ii)(B), 5.4.1 and 5.4.2(c);

(b) any loss of income, profits, production or revenue;

(c) any business interruption;

(d) any claim, demand or action made or brought against that other Party by a third party other than claims, demands or actions made or brought under Clause 4.3.2(b)(i)(B), 4.3.2(b)(ii)(B), 5.4.1 or 5.4.2(c) by PLTL; or

(e) any failure of performance or delay in performance which is relieved by the application of the Force Majeure provisions as provided for in Clause 16.

17.3.2 Nothing in any Transaction shall exclude or limit a Party's liability for personal injury or death resulting from that Party's negligence.

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17.3.3 Except as expressly provided for in a Confirmation Notice, a Party's sole remedy against the other Party for non-performance or breach of the relevant Transaction or for any other claim of whatsoever nature arising out of or in relation to that Transaction shall be in contract and no Party shall be liable to another Party (or its Affiliates and contractors and their respective directors, officers, employees and agents) in respect of any damages or losses suffered or claims which arise out of, under or in any alleged breach of statutory duty or tortious act or omission or otherwise; PROVIDED HOWEVER that this shall not operate to exclude any equitable remedies.

17.4 Sole Rights of Termination

The only rights of the Parties to terminate this Master Agreement or a Confirmation Notice are as set out in Clauses 3.2 and Clause 17.2 and the Parties sole remedies for any breach by the other Party of, or any failure to perform, all or any of its obligations under the relevant Transaction shall be limited to the remedies that are expressly provided by the terms of that Transaction.

18 DISPUTE RESOLUTION

18.1 Expert Determination

18.1.1 Whenever a technical dispute arises between the Parties out of or in connection with this Master Agreement or any Confirmation Notice, then, subject to Clause 18.2.1, the Parties may agree in writing to refer such dispute to an Expert. The Parties shall endeavour to agree in good faith upon the selection and appointment of such an Expert and the rules and procedures applicable to such Expert's determination. The UK Arbitration Act 1996 and the law relating to arbitration shall not apply to the Expert, to the determination process or to the Expert's decision and the Expert shall act as an expert and not as an arbitrator.

18.1.2 At any time after either Party gives notice to the other of its intention to refer any such dispute to the Expert for determination under this Clause 18.1:

(a) the Parties shall jointly appoint the Expert by agreement; or

(b) failing such agreement within twenty-one (21) days of such notice, then either party to the relevant dispute may within a further five (5) days refer the matter to the Energy Institute which shall be requested to select an appropriately qualified and experienced professional who is knowledgeable in the field of international LNG industry and is technically competent in the area of the subject of the dispute to act as the Expert in relation to technical matters arising under or in connection with the relevant Transaction, or such other appropriately qualified Person, as applicable, to act as the Expert in relation to any other matter.

18.1.3 The Parties shall refer disputes to whichever Expert they agree or, in default of agreement, the Energy Institute selects, and shall provide their relevant submissions and supporting information to the Expert within fourteen (14) days of the date of the appointment of the Expert.

18.1.4 Any person appointed as an Expert shall before accepting such appointment fully disclose any interest or duty he has or may have which conflicts with his function under such appointment, and he shall also fully disclose any such interest or duty incurred at any time before he gives his determination under such appointment; PROVIDED HOWEVER that no person shall be appointed an Expert who at the time of appointment is or has at any time

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during the ten (10) years prior to the time of appointment been an employee of either Party or of any affiliate or subsidiary of either Party or of any company in which either Party has a significant financial interest.

18.1.5 The Expert shall resolve or settle such dispute taking due and proper account of the submissions of the Parties and the intentions of the Parties hereunder, and shall render his decision in respect thereof within ninety (90) days following the date of the appointment of the Expert. The Expert will be given all reasonable access to the relevant documents and information relating to the dispute, and access to the Delivery Point and sampling, weighing, measurements and other data as the Expert shall reasonably require.

18.1.6 The language to be used for the determination of the dispute shall be English. The decision of the Expert shall be in writing and include full detailed reasons to explain the findings and justify the decision.

18.1.7 Any decision of the Expert shall be final and binding on the Parties except in the case of fraud or manifest error or failure of the Expert to disclose any conflict of interest in the matter at dispute.

18.1.8 Each party to the relevant dispute shall bear its own costs including costs of providing documentation, information, data, submissions or comments under this Clause 18.1. The costs and expenses of the Expert in connection with settling or determining such matter or dispute shall be borne equally by the Parties.

18.2 Arbitration

18.2.1 The Parties shall attempt to resolve any dispute, controversy or claim of any kind or type arising out of or in connection with the relevant Transaction, including any question regarding its existence, validity, interpretation, breach or termination (a "**Dispute**"), by amicable negotiation within thirty (30) days of notice of such Dispute being given by a Party (“**Notice of Dispute”)**.

18.2.2 If the Dispute is not resolved within thirty (30) days from the Notice of Dispute (or such longer period as may be mutually agreed by the Parties), and has not been referred for resolution by an Expert under Clause 18.1, either Party may refer the matter to arbitration in accordance with the following provisions of this Clause 18.2.

18.2.3 Subject to Clauses 18.1 and 18.2.1, Disputes shall be finally resolved by arbitration administered by the London Court of International Arbitration ("**LCIA**") and commenced and conducted in accordance with the LCIA rules of arbitration (the "**Rules**") in force as at the time of the Dispute arising, which Rules are deemed to be incorporated by reference into the relevant Transaction.

18.2.4 The arbitral tribunal (the "**Tribunal**") shall consist of three (3) arbitrators appointed in accordance with the Rules.

18.2.5 The seat of the arbitration shall be London, United Kingdom, and the arbitration proceedings shall be conducted and the award shall be rendered in the English language.

18.2.6 Any award shall be payable in the currency applicable under the relevant Confirmation Notice and any payment shall be made free of any deduction or withholding for taxes. Judgment upon any award may be entered in any court having jurisdiction thereof. The Parties undertake to carry out any award without delay.

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18.2.7 Without prejudice to Clause 19.5, all aspects of dispute resolution in connection with the relevant Transaction shall be confidential. Except pursuant to Clause 19.5, no aspect of the proceedings, documentation, or any (partial or final) award or any other matter connected with the arbitration shall be disclosed to any other Person by either Party or its counsel, agents, corporate parents, Affiliates or subsidiaries without the prior written consent of the other Party.

18.2.8 For the avoidance of doubt, it is clarified that the arbitration award shall be final and binding on the Parties.

18.3 Continuation of performance

The Parties shall, to the extent possible, continue to perform their obligations under the relevant Transaction, notwithstanding the existence of any Dispute or commencement of any arbitration or other dispute resolution proceedings.

19 MISCELLANEOUS

19.1 Successors and Assigns

This Master Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.2 Assignment

19.2.1 Neither Party shall assign this Master Agreement or any Confirmation Notice or any of its rights or obligations hereunder or under any Confirmation Notice without the prior written consent, such consent not to be unreasonably withheld or delayed, of the other Party.

19.2.2 Notwithstanding the provisions of Clause 19.2.1, the Seller may, upon notice to, but without the need for consent from, the Buyer transfer or assign its rights to payment under a Transaction to any lender or lender's agent as security for such Seller's obligations to any such lender under any bona fide financing."

19.3 Warranties

Other than those expressly provided in Clauses 2.3, 2.4.2, 6.2, 8.6 and 9.3 and in the relevant Confirmation Notice, Seller makes no other representation or warranty, written or oral, express or implied, including but not limited to, any representation or warranty that, subject to Clause 5.1, the LNG will be fit for a particular purpose, or will be of merchantable quality, and all such representations and warranties are expressly excluded to the fullest extent permitted by law.

19.4 Notices

19.4.1 All notices, requests, statements or other communications shall be sent to the addresses and Persons specified in the relevant Confirmation Notice.

19.4.2 Unless expressly provided otherwise, notices shall be in writing, in the English language and delivered by hand, facsimile or email.

19.4.3 Notices by email, facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted

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or hand delivered after close of the relevant Business Day, in which case it shall be deemed received at the close of the next Business Day).

19.4.4 A Party may change its address by providing written notice thereof to the other Party.

19.5 Confidentiality

19.5.1 Neither Party shall disclose to a third party the terms of this Master Agreement or any Confirmation Notice, and any information or documents that may come into the possession of a Party from the other Party, directly or indirectly, in connection with the performance of the relevant Transaction ("**Confidential Information**") unless Confidential Information has entered into the public domain otherwise than through the act or failure to act of the disclosing Party and except as provided in Clause 19.5.2.

19.5.2 Either Party may, without the prior written consent of the other Party, disclose Confidential Information to:

(a) any court of law, governmental authority or other authority (or any political subdivision of any of the foregoing) in order to comply with any applicable law, order, regulation or stock exchange rule; PROVIDED HOWEVER that, to the extent permitted by law or regulation, each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit the disclosure;

(b) such Party's and its Affiliates' officers, directors and employees or professional advisors or Persons participating in the implementation or arrangement contemplated by the relevant Transaction and the Pakistan Gas Utilities to the extent to which such disclosure is reasonably necessary, in each case; PROVIDED HOWEVER that each such Person, on behalf of itself and its officers, directors and employees has agreed to keep such Confidential Information confidential in accordance with the requirements of that Transaction;

(c) any Expert, auditor, arbitrator or court to which any dispute between the Parties has been referred; PROVIDED HOWEVER that such Expert or arbitrator has agreed to abide by the requirements of this Clause 19.5 and PROVIDED FURTHER HOWEVER that any disclosure to a court shall be made so as to protect the confidentiality of the information to the extent allowed by law; and

(d) such Party's and its Affiliates' lenders or prospective permitted purchasers, directly or indirectly, of a Party or all or substantially all of a Party's assets or of any rights under this Master Agreement or any Confirmation Notices, in each case who have agreed to keep such terms confidential.

19.6 Governing Law

19.6.1 This Master Agreement and each Confirmation Notice, the rights and duties of the Parties and any non-contractual obligations arising from them shall be governed by and construed in all respects in accordance with English law.

19.6.2 The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Convention on the Limitation Period in the International Sale of Goods shall not apply to any Transaction or to the performance of, or to any aspect of any dispute arising from, that Transaction.

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19.7 Entire Agreement

19.7.1 This Master Agreement and the Annexes hereto and made a part hereof, together with the relevant executed Confirmation Notice and the Integrity Pact, constitute the entire agreement between the Parties relating to the subject matter contemplated by this Master Agreement and that Confirmation Notice and supersede any prior or contemporaneous agreements or representations affecting the same subject matter.

19.7.2 Neither Party shall be liable for any pre-contractual representations made in connection with the subject matter of this Master Agreement or any Confirmation Notice except where such representations were made fraudulently.

19.8 Amendments

No amendment, modification or change to this Master Agreement shall be enforceable unless made in writing, specifically referencing this Master Agreement and executed by both Parties.

19.9 Counterparts

This Master Agreement and each Confirmation Notice may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

19.10 Severability

19.10.1 If any provision or Clause of, or pursuant to, this Master Agreement is declared or rendered unlawful by any applicable court of law or regulatory agency, or deemed unlawful, ineffective, or inoperable because of a statutory change, such illegality, ineffectiveness or inoperability will not otherwise affect the other obligations that arise under this Master Agreement or a Confirmation Notice and such other provisions shall continue in full force and effect.

19.10.2 If any provision of this Master Agreement or any Confirmation Notice is declared unlawful, ineffective or inoperable, the Parties will promptly renegotiate to restore this Master Agreement or such Confirmation Notice as near as possible to its original intent and effect.

19.11 Survival

The obligations set forth by Clauses 18.2.7 and 19.5 shall survive the termination of this Master Agreement in full for a period of two (2) years.

19.12 Joint responsibility

The Parties acknowledge that the relevant Transaction was negotiated and prepared by the Parties with the advice of legal counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of that Transaction documentation and none of the provisions of that Transaction shall be construed against one Party on the ground that such Party is the author of the relevant Transaction or any part of it.

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19.13 Non-Waiver

19.13.1 No waiver by any Party of any of its rights with respect to the other Party or with respect to any matter or default arising in connection with the relevant Transaction shall be construed as a waiver of any subsequent right, matter or default whether of a like kind or different nature.

19.13.2 Any waiver shall be in writing signed by the waiving Party.

19.14 No partnership

Nothing contained in this Master Agreement or in any Confirmation Notice shall be construed or constitute a Party as the employee, agent, partner, joint venturer or contractor of the other Party.

19.15 Third party beneficiaries

19.15.1 This Master Agreement and each Confirmation Notice is made and entered into for the sole protection and legal benefit of the Parties, and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Master Agreement or any Confirmation Notice and the Parties do not intend any term of any Transaction to be enforceable under the UK Contract (Rights of Third Parties) Act 1999 by any Person who is not a party to the relevant Transaction.

19.15.2 The Parties may rescind or vary this Master Agreement or any Confirmation Notice in whole or in part without the consent of any third party, including those third parties referred to in Clause 19.5.

19.16 Waiver of Immunity

19.16.1 To the extent that either Party to a Transaction is wholly or partially or directly or indirectly government owned or controlled, such Party agrees that in the event and to the extent that it may in any jurisdiction claim for itself or its assets immunity from legal proceedings, and to the extent that in any jurisdiction there may be attributed to such Party or its assets such immunity (whether claimed or not), such Party irrevocably and unconditionally and to the full extent permitted by the laws of the relevant jurisdiction:

(a) agrees not to claim such immunity;

(b) waives any such immunity which it now has or its assets now have or may in future acquire; and

(c) consents, in any legal proceedings arising out of or in connection with a Transaction, to the giving of relief by enforcement, execution (including the arrest, detention or sale of any state property) or attachment (whether before judgment, in aid of execution, or otherwise) against any of its assets.

19.16.2 In relation to any legal proceedings that may be taken in England, the foregoing waiver of immunity shall have effect under, and be construed in accordance with, the State Immunity Act 1978.

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19.16.3 For the purposes of this Clause 19.16, "**legal proceedings**" shall include, without limitation, any service of process, suit, judgment, execution, attachment (whether before judgment, in aid of execution, or otherwise), arbitral proceedings pursuant to Clause 18.2 of this Master Agreement, or other dispute resolution mechanisms; and 'asset' means any property whatsoever, irrespective of its use or intended use, including, without limitation, property not used solely for commercial purposes.

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IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the date first written above.

PAKISTAN LNG LIMITED

By: _____

Name:

Title:

Witnessed by:

1. _____

Name:

Title:

2. _____

Name:

Title:

[SELLER]

By: _____

Name:

Title:

Witnessed by:

1. _____

Name:

Title:

2. _____

Name:

Title:

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ANNEX A

FORM OF CONFIRMATION NOTICE

In accordance with the results of a competitive tender [Tender Enquiry No. [●]], Seller was selected as the selected bidder and, pursuant to the Master (Delivered Ex-ship) LNG Sale and Purchase Agreement dated [●], between Pakistan LNG Limited ("**PLL**") and [SELLER] ("[●]") (the "**Master Agreement**"), PLL and [SELLER] agree upon the following sale and purchase of LNG on this [●] day of [●], 20[●].

19.17 Source of LNG

Seller's Facilities are located at [●].

The Loading Port shall be the port located at [●].

The expected departure date from the Loading Port shall be [●].

19.18 LNG Carrier(s)

The LNG Carrier(s) to be utilised for transportation of LNG under this Confirmation Notice and its/their technical description is as follows:

Name of LNG Carrier(s): [●]

Dimensions: [●]

Maximum displacement/draft: [●]

Boil-off Rate: [●]

Vessel Capacity: [●]

19.19 Discharge Port and Receiving Facilities

Discharge Port shall be [Port Qasim, Karachi, Pakistan].

Receiving Facilities shall be [the FSRU-based LNG receiving terminal operated by Pakistan Gas Port Consortium Limited].

19.20 Contract Quantities

The quantity of LNG in each Cargo to be sold and purchased under this Confirmation Notice is [●]m^3.

The number of Cargo/es to be sold and purchased under this Confirmation Notice is [●].

The approximate energy content comprising the Estimated Contract Quantity for each Cargo is [●] MMBtu.

19.21 Delivery Window:

The Delivery Window for arrival of the LNG Carrier at the Discharge Port shall be [●].

[Daytime unloading shall apply.]

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19.22 LNG Heel

The LNG Heel shall be notified by Seller to Buyer [●] days prior to the start of the Delivery Window.

19.23 Specification

The LNG to be sold and delivered by Seller to Buyer under this Confirmation Notice shall comply with the Specifications set out in Clause 5.1 and Annex B of the Master Agreement.

19.24 Contract Price

The Contract Price shall be [shall be calculated] as follows: [●]

19.25 Parties' failure to take/deliver

(a) [Buyer's failure to take

The grace period in Clause 4.2.2 shall be [●] hours.]

(b) [Seller's failure to deliver

The grace period in Clause 4.3.2 shall be [●] hours.]

19.26 Allowed Laytime

The Allowed Laytime for the purposes of Clause 12.2 shall be [●] hours.

19.27 Demurrage rate

The rate of Demurrage for the purposes of Clause 12.5 of the Master Agreement shall be [●] per day and pro rata for any begun day.

19.28 Invoice due dates

(a) [The payment due date for invoices under Clause 15.3.1 shall be [●] Business Days after the receipt of the relevant invoice.]

(b) [The payment due date for invoices under Clause 15.3.2 shall be [●] Business Days after the receipt of the relevant invoice.]

19.29 Parties' account details

The name of Seller's bank and Seller's account details for the purposes of Clause 15.4 of the Master Agreement are as follows:

[***Include relevant Bank Details***]

The name of Buyer's bank and Buyer's account details for the purposes of Clause 15.4 of the Master Agreement are as follows:

[***Include relevant Bank Details***]

19.30 Parties' contact details

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For the purposes of Clause 19.4 of the Master Agreement, the Parties' contact details shall be as follows:

(a) For: PAKISTAN LNG LIMITED

Attention: Deputy Director

Address: Pakistan LNG Limited, 6th Floor, Petroleum House, G-5/2. Islamabad

Tel: +92 (0) 51 9216904

Fax: +92 (0) 51 9216904

Email: naveed.iqbal@paklng.com

With copy at the same address to:

(b) For: [●]

Attention:

Address:

Tel:

Fax:

Email:

With copy at the same address to:

19.31 Credit Support

(a) [Buyer shall provide Seller with credit support in accordance with Clause 15.6 of the Master Agreement as follows:

[●].

(b) [Seller shall provide Buyer with credit support in accordance with Clause 15.6 of the Master Agreement as follows:

[●].

19.32 [Any other Provisions

(a) [Notices of LNG Carrrier movements

Seller's requirements to provide notices of Estimated Time of Arrival under clause 10.1.1 of the Master Agreement shall be amended as follows:

[●].]

(b) [Documents for tax purposes

Seller shall provide the following additional documents as referred to in Clause 15.1.1(b) of the Master Agreement:

[●].

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(c) [Other provisions]

[/]]]

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IN WITNESS WHEREOF, each of the Parties, in accordance with the Master Agreement, has caused this Confirmation Notice to be executed by its duly authorised representative.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX B

LNG SPECIFICATION

The LNG shall, when received at the Delivery Point, have a maximum temperature of -158.5°C.

The LNG delivered into the Receiving Facilities shall, when regasified and measured at Reference Conditions, conform to the further specification set out in the table below:

Reference	Characteristic	Unit of Measure	Limit
1	Higher Heating Value	Btu/scf	947.6 to 1140
2	Wobbe Index	Btu/scf	1292 to 1435
3	Inert Gases, Total	% (v/v)	4 max
4	Hydrocarbon Dew Point	°C	-4 max at 5,500 kPa abs
5	Carbon Dioxide (CO_2)	% (v/v)	2.0 max
6	Oxygen (O_2)	% (v/v)	0.2 max
7	Hydrogen Sulphide (H_2S)	mg/m^3	5.49 max
8	Total Sulphur	mg/m^3	35 max
9	Total Mercury	$\mu g/Nm^3$	0.0

For purposes of this Annex B, "**Reference Conditions**" shall mean a temperature of 15°C and an absolute pressure of 1.01325 bar.

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ANNEX C

MEASUREMENT, SAMPLING AND TESTING

The procedures for determination of the Quantity Delivered shall be those specified in the relevant Terminal Rules. Should no Terminal Rules be in force, the procedure and guidelines specified below shall be applicable for determining such Quantity Delivered.

References for this Annex C

Annex C is intended to give basic requirements that are in general compliance with LNG International Standards and practice. Primary references are:

- ISO 13398 – Refrigerated light hydrocarbon fluids — Liquefied natural gas — Procedure for custody transfer on board ship;
- ISO 8943-Refrigerated light hydrocarbon fluids — Sampling of liquefied natural gas — Continuous and intermittent methods;
- ISO 6142 – Gas analysis — Preparation of calibration gas mixtures -- Gravimetric method;
- ISO 10723 – Natural gas — Performance evaluation for on-line analytical systems;
- Institute of Petroleum Measurement Manual, Part XII, Static & Dynamic Measurement of Light Hydrocarbon Liquids, SECTION 1, CALCULATION PROCEDURES;
- GPA 2145 – Table of Physical Constants for Hydrocarbons & Other Compounds of Interest to the Natural Gas Industry;
- GPA 2172 – Calculation of Gross Heating Value, Relative Density, and Compressibility of Natural Gas Mixtures from Compositional Analysis;
- GPA 2261 – Analysis for Natural Gas & Similar Gaseous Mixtures by Gas Chromatography;
- ASTM D 3246 – Standard Test Method for Sulphur in Petroleum Gas by Oxidative Microcoulometry;
- ASTM D 5504 Standard Test Method for Determination of Sulphur Compounds in Natural Gas and Gaseous Fuel by Gas Chromatography and Chemiluminescence;
- National Bureau of Standards Interagency Report 77-867: A COMPARISON OF MATHEMATICAL MODELS FOR THE PREDICTION OF LNG DENSITIES; and
- GIIGNL LNG CUSTODY TRANSFER HANDBOOK.

The latest editions of the above references shall be considered as the generally industry-accepted criteria for any item not specifically addressed herein. The latest version of the standards referred to in this Annex C shall be considered as the official version.

19.33 General

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Seller or Buyer may request changes to the methods of measurement and procedures contained in this Annex C. When such a request is made, Seller and Buyer shall promptly meet to discuss in good faith the proposed revisions to methods and procedures. Similarly, if referenced standards are updated, the Parties shall meet to agree the incorporation of the revised standards into the methodology herein.

19.34 Tank Gauge Tables

19.34.1 Calibration of LNG Tanks

During or immediately following the completion of construction, or immediately prior to entry into service hereunder, of any LNG carrier that Seller intends to use as the LNG Carrier, Seller shall ensure that each LNG tank of that LNG Carrier has been calibrated for volume against level by a qualified independent surveyor. Seller shall furnish to Buyer, or cause Buyer to be provided, evidence of any calibration conducted pursuant to this Annex C.

19.34.2 Preparation of Tank Gauge Tables

Seller shall have a qualified independent surveyor prepare tank gauge tables for each LNG tank of an LNG carrier Seller intends to use as the LNG Carrier. Such tank gauge tables shall include sounding tables, correction tables for list and trim, volume corrections to tank service temperature, and other corrections if necessary.

19.34.3 Precision of Tank Gauge Tables

Tank gauge tables prepared pursuant to paragraph 2.2 of this Annex C shall, in the relevant loading and discharging range of the LNG Carrier's tanks, indicate volumes in cubic metres expressed to the nearest thousandth (1/1000), with LNG tank depths expressed in metres to the nearest thousandth (1/1000). Seller shall enable Buyer or its representative to audit the LNG Carrier's tables upon notice at commercially reasonable times.

19.34.4 Witnessing of Tank Calibration

(a) Where applicable, Buyer shall have the right to have its representative witness the tank calibrations referred to in paragraph 2.1 of this Annex C.

(b) Seller shall give reasonable advance notice to Buyer of the timing and location of such LNG tank calibrations.

19.34.5 Recalibration of LNG Tanks in case of Distortion and Modification

In the event that any LNG tank of the LNG Carrier suffers distortion of such a nature as to cause either Party reasonably to question the validity of the tank gauge tables referred to in paragraph 2.2 of this Annex C, or in the event of modification to any of the LNG tanks, Seller, subject to Buyer's consent, shall arrange for such LNG tank to be recalibrated in the same manner as set forth in paragraphs 2.1 and 2.2 of this Annex C during any period when that LNG Carrier is out of service for inspection and/or repairs. Seller shall bear the costs of recalibration, unless such recalibration was done at Buyer's request and did not demonstrate any inaccuracy in the tank gauge tables, in which case Buyer shall pay the costs of recalibration. Except as provided in this paragraph 2.5, no other recalibration of any LNG tank of the LNG Carrier shall be required. If mutually agreed between the Parties, recalibration of distorted tanks can be deferred until the next time when such tanks are warmed for any reason, and any corrections to the prior tank gauge tables will be made from

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the time the distortion occurred. If the time of the distortion cannot be ascertained, the Parties shall mutually agree on the time period for retrospective adjustments.

19.35 Selection of Gauging Devices

19.35.1 General

(a) All devices provided for in paragraphs 3 and 4 of this Annex C shall be approved by Seller, acting as a Reasonable and Prudent Operator. The required degree of accuracy (which shall in any case be within the permissible tolerances defined herein and in the applicable standards referenced herein) of such devices selected shall be mutually agreed upon by the Parties. In advance of the use of any device, the Party providing such device shall cause tests to be carried out to verify that such device has the required degree of accuracy.

(b) All custody transfer gauging devices and systems shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry.

19.35.2 Liquid Level Gauging Devices

(a) Each LNG tank of the LNG Carrier shall be equipped with independent main and auxiliary liquid level gauging devices that preferably utilise different technologies. All liquid level gauging devices shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry. Seller shall identify the main and auxiliary liquid level gauging devices for the LNG Carrier.

(b) The measurement accuracy of the main and auxiliary liquid level gauging devices shall be better than plus or minus seven decimal five (±7.5) millimetres. Indications from the two (2) systems shall be routinely compared to ensure they are performing normally.

(c) The liquid level from the main and auxiliary gauging devices in each LNG tank shall be logged and printed.

19.35.3 Temperature Gauging Devices

(a) The LNG tank (or each LNG tank, if more than one) of the LNG Carrier shall be equipped with a minimum of five (5) pairs of temperature gauging devices located on or near the vertical axis of such LNG tank, in such a way as not to be affected by the spray of LNG when the spray pumps are in operation.

(b) Primary and redundant temperature gauges are required, and indications from the two systems shall be routinely compared to ensure they are performing normally. Such temperature gauging devices shall be installed at various locations from the top to bottom of each tank to provide temperature measurements at various levels in the tank. The topmost temperature device shall be located in the vapour space at all times, and the bottom temperature device shall be located in the heel.

(c) In the temperature range of minus one hundred sixty-five (-165) degree Celsius to minus one hundred forty-five (-145) degree Celsius, the accuracy shall be plus or minus zero decimal two (± 0.2) degree Celsius. In the temperature range of minus

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one hundred forty-five (-145) degree Celsius to plus forty (+40) degree Celsius, the accuracy shall be plus or minus one decimal five (± 1.5) degree Celsius.

(d) The temperature in each LNG tank shall be logged and printed.

19.35.4 Pressure Gauging Devices

(a) The LNG tank (or each LNG tank, if more than one) of the LNG Carrier shall have one (1) absolute vapour pressure gauging device.

(b) The measurement accuracy of each pressure gauging device shall be plus or minus one percent (± 1%) of full scale.

(c) The pressure in the LNG tank (or in each LNG tank, if more than one) shall be logged and printed.

19.35.5 List and Trim Gauging Devices

(a) A list gauging device and a trim gauging device shall be installed on the LNG Carrier. These shall be interfaced with the custody transfer system.

(b) List and trim corrections shall be made using devices whose accuracy is better than plus zero decimal zero five (0.05) degrees Celcius for list and plus zero decimal zero one (0.01) metres for trim.

(c) The list and trim in each LNG tank shall be logged and printed.

19.35.6 Verification of Accuracy of Gauging Devices

Gauging devices shall be verified for accuracy and corrected for error in accordance with the terms of Clause 13 of the Master Agreement.

19.35.7 Measurement Equipment Maintenance, Calibration and Testing

(a) Seller shall cause or shall have caused, tests for the accuracy of the Custody Transfer Measurement System (which, for the purposes of this Annex C, shall be referred to as "**CTMS**") equipment and devices installed in the LNG Carrier prior to the LNG Carrier being brought into service in order to ensure that the equipment and devices comply with these measurement requirements.

(b) Thereafter, Seller shall carry out or cause to be carried out tests to ensure the accuracy of the CTMS equipment, excluding the volumetric calibration of the cargo tanks in the LNG Carrier. Such tests will be carried out as follows:

(i) when the LNG Carrier is out of service for scheduled inspection and/or repairs;

(ii) when Buyer, acting as a Reasonable and Prudent Operator, requests such verification due to the changes in accuracy of custody transfer measurements related to the specific LNG Carrier in question;

(iii) when such tests are considered necessary by Seller, in which case Seller shall so notify Buyer and that notice shall be acknowledged by Buyer; or

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(iv) periodic, scheduled calibration tests as agreed by the Parties, in conjunction with the vendor equipment recommendations, as part of the regular scheduled CTMS servicing.

(c) The tests referred to above shall be witnessed and verified, by the Independent Surveyor. Seller shall give notice to Buyer reasonably in advance of such tests and Buyer shall have the right to be present at such tests.

(d) Seller shall maintain or cause to have maintained for the CTMS, which shall be agreed by the Parties:

(i) a CTMS maintenance procedure;

(ii) a schedule of maintenance;

(iii) a log of the maintenance carried out, which is verified by the master of the LNG Carrier or his designate, which shall be retained on board for inspection or audit, as requested by Buyer, Seller (or its representative) or the Independent Surveyor; and

(iv) calibration, testing and defect correction procedures.

(e) If the LNG Carrier's CTMS equipment or devices are found to be outside the allowable limits, or are inoperable, then they shall be rectified or replaced without unreasonable delay, and the Parties shall apply such provisions as are set out in this Annex C. Any discrepancies in invoices which are caused by the inaccuracy of any measuring equipment or device shall be corrected and agreed upon by the Parties accordingly. Historical corrections to invoices shall be limited to a period of three (3) years or to the last time an adjustment was made, whichever is shorter.

19.36 Measurement Procedures

19.36.1 Conditions at Custody Transfer

The condition of the LNG Carrier at the time of custody transfer shall be as described in clause 5.6 of ISO 13398.

19.36.2 Liquid level

(a) Liquid levels in each LNG tank of the LNG Carrier shall be determined in accordance with clause 6.2 of ISO 13398. Measurement of the liquid level in each LNG tank of an LNG Carrier shall be made in metres, accurate to the nearest millimetre by using the main liquid level gauging devices referred to in paragraph 3.2 of this Annex C.

(b) The same liquid level gauging device must be used for both the initial and final measurements during unloading. If the main level gauging device is inoperative at the time of commencement of unloading, necessitating use of the auxiliary level gauging device, the auxiliary level gauging device shall be used at the time of cessation of unloading, even if the main level gauging device has subsequently become operative. Trim and list of the LNG Carrier shall be kept unchanged while the referenced measurements are performed.

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(c) At least five (5) readings shall be made following manufacturer's recommendations on reading interval. The arithmetic average of the readings shall be deemed the liquid level.

(d) Such arithmetic average shall be calculated to the nearest zero decimal one (0.1) millimetre and shall be rounded to the nearest millimetre.

(e) Any necessary corrections for trim, list, temperature or other adjustment as defined in the tank gauge tables as called for in paragraph 2.2 of this Annex C must be applied to the arithmetic reading to get the true level reading.

(f) The liquid level shall be logged and printed.

19.36.3 Temperature

(a) The average temperature of the Cargo in the LNG Carrier's cargo tank (or in each cargo tank, if more than one) shall be determined immediately before unloading by means of the temperature measuring instruments which are fully immersed in the liquid. This determination shall be made by taking the temperature readings of the LNG to the nearest zero decimal zero one (0.01) degree Celsius. If more than one of the instruments is immersed in the liquid, the arithmetic average of these readings will be used. Such arithmetic average shall be calculated to the nearest zero decimal zero one (0.01) degree Celsius and shall be rounded to the nearest zero decimal one (0.1) degree Celsius.

(b) The average temperature of the vapour in the LNG Carrier's cargo tank (or in each cargo tank, if more than one) shall be determined immediately after unloading and before loading by means of such temperature measuring instruments which are fully surrounded by vapour. This determination shall be made by taking the temperature readings of the vapour to the nearest zero decimal zero one (0.01) degree Celsius, and if more than one are fully surrounded by the vapour, the arithmetic average of these readings will be used. Such arithmetic average shall be calculated to the nearest zero decimal zero one (0.01) degree Celsius and shall be rounded to the nearest zero decimal one (0.1) degree Celsius.

(c) The temperature in the LNG tank (or in each LNG tank, if more than one) shall be logged and printed.

19.36.4 Pressure

(a) At the same time the liquid level is measured, the absolute pressure in the LNG tank (or in each LNG tank, if more than one) shall be measured to the nearest one (1) millibar by using the pressure gauging device referred to in paragraph 3.4 of this Annex C.

(b) The determination of the absolute pressure in the LNG tank(s) of the relevant LNG Carrier shall be made by taking one (1) reading of the pressure gauging device in the LNG tank (or in each LNG tank, if more than one), and then by taking an arithmetic average of all such readings.

(c) Such arithmetic average shall be rounded to the nearest one (1) millibar.

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(d) If the LNG tank pressure cannot be obtained by the absolute vapour pressure gauging device, the tank pressure may be read from a normal pressure gauge, provided a barometric pressure reading, accurate to zero decimal one (0.1) millibar must also be taken and recorded to correct such reading to absolute pressure.

(e) The pressure in the LNG tank (or each LNG tank, if more than one) shall be logged and printed.

19.36.5 List and Trim

(a) The list and trim of the LNG Carrier shall be measured at the same time as the liquid level and temperature of LNG in the LNG tank (or each LNG tank, if more than one) are measured by using the list gauging device and trim gauging device referred to in paragraph 3.5 of this Annex C.

(b) The measurement of the list and of the trim shall be conducted to the nearest zero decimal zero one (0.01) degree Celsius for list and the nearest zero decimal zero one (0.01) metre for trim.

(c) The determination of the list and of the trim of the LNG Carrier shall be made by taking one (1) reading of the list and trim gauging devices.

4.5.4 The list and trim of the LNG Carrier shall be logged and printed.

19.36.6 Procedure in case of Gauging Device Failure

Should the measurements referred to in this paragraph 4 become impossible to perform due to a failure of gauging devices, alternative gauging procedures shall be determined by mutual agreement between the Parties in consultation with the Independent Surveyor appointed pursuant to Clause 13 of the Master Agreement. The alternative gauging procedures shall be documented and recorded.

19.36.7 Determination of Volume of LNG Unloaded

(a) The measurements referred to in paragraphs 4.2, 4.3, 4.4 and 4.5 of this Annex C shall be made at the same time. Measurements shall first be made immediately before unloading commences. Accordingly, immediately before opening the manifold emergency shut down valves of the LNG Carrier, the initial gauging shall be conducted upon the confirmation of stoppage of all spray pumps and compressors and shut-off of the gas master valve to the LNG Carrier's boilers. The gas master valve to the LNG Carrier's boilers shall remain closed until after the second gauging. A second gauging shall be made immediately after unloading is completed. Accordingly, the second gauging shall be conducted upon the confirmation of shut-off of the manifold emergency shut down valve, with transfer pumps off and allowing sufficient time for the liquid level to stabilize. Measurements prior to unloading and after unloading will be carried out based on the condition of the LNG Carrier's lines upon arrival at the berth. Since significant volumes of LNG may remain in the LNG Carrier's manifold and crossover, gauging will be performed with these lines in the same condition prior to unloading and after unloading. If the LNG Carrier's manifold and crossover lines are empty (warm) when measurement is taken before unloading commences, they will be emptied prior to measurement following the Completion of Unloading. If the crossover lines are liquid filled (cold) when measurement is taken before unloading commences,

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they will remain full (cold) until measurement is taken following the Completion of Unloading. The volume of LNG, stated in cubic metres to the nearest zero decimal zero zero one (0.001) cubic metre, shall be determined by using the tank gauge tables referred to in paragraph 2.2 of this Annex C and by applying the volume corrections set forth therein.

(b) The volume of LNG unloaded shall be determined by deducting the total volume of LNG in all LNG tanks (if more than one) immediately after unloading is completed from the total volume of LNG in those LNG tanks immediately before unloading commences. This volume of LNG unloaded is then rounded to the nearest cubic metre.

19.36.8 LNG Carrier Gas consumption during operation

In case of consumption of gas on the LNG Carrier during discharge operations, the Parties agree to meet and agree upon the impact on the final energy delivered to Buyer.

19.37 Determination of Composition of LNG and Vapour

19.37.1 Sampling Procedures

(a)

(i)

(1) Buyer shall cause the Terminal Operator to continuously sample and analyse the LNG during unloading using an on-line gas chromatograph in accordance with the provisions of this paragraph 5.1.1(a)(i). A properly designed and maintained sample delivery and conditioning system shall be utilised. A sample shall be taken and analysed at least once every twenty (20) minutes by an on-line chromatograph during the period starting immediately after a stable flow rate has commenced and ending immediately prior to the completion of the stable flow rate, which excludes the initial start-up upsurge in the flow rate and the decreased flow rate before stopping. The results of each analysis, excluding those results deemed to be erroneous by the Independent Surveyor, shall be averaged to determine the final Cargo composition. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller.

(2) Buyer shall cause the Terminal Operator to obtain representative samples of LNG using a sampling system, designed, installed and operated in accordance with the latest version of ISO 8943 and in accordance with this paragraph 5.1.1(a)(ii). The method used shall be the method described in the latest version of ISO 8943 current at the time of analysis or any other method agreed upon by Buyer and Seller. Should the on-line gas chromatograph fail, samples will be obtained continuously and at an even rate during the period starting one (1) hour after continuous unloading at the normal flow rate (after ramp up) has commenced and ending one (1) hour prior to the suspension of continuous unloading at normal flow rate (before ramp down); otherwise, the frequency specified in paragraph 5.1.2 of this Annex C shall be sufficient.

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(ii) Buyer shall cause the Terminal Operator to analyse the LNG unloaded, for invoicing purposes, using the on-line gas chromatograph. The arithmetic average of the analyses from the on-line gas chromatograph, excluding those results deemed to be erroneous by the Independent Surveyor shall be reported to Seller. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller. The sampling system and laboratory analyses shall be considered for invoicing should the on-line gas chromatograph system fail.

(b) In absence of a continuous sampling system, three (3) sets of spot samples shall be collected at the following intervals during the unloading, one (1) hour after the full pumping rate has been achieved, when unloading is twenty-five percent (25%), fifty percent (50%), and seventy-five percent (75%) complete and one (1) hour prior to the first pump shutdown. The Independent Surveyor who witnessed such sampling shall seal such sample bottles. The samples shall be distributed as specified in paragraph 5.1.3 of this Annex C. However, when a continuous sampling method is used, an adequate portion of the sample collected in paragraph 5.1.1(a) of this Annex C shall be transferred to at least three (3) sample cylinders, obtaining a portion of the gaseous sample during a stable period of an unloading using a dome type sampler.

(c) Buyer shall use one (1) sample cylinder for the purpose of analysis in paragraph 5.2 of this Annex C. One (1) cylinder containing a gaseous sample of the LNG unloaded shall be made available for analysis by Seller or Seller's designee. At least one (1) other cylinder(s) containing a gaseous sample of each unloading shall be sealed and signed by Seller and Buyer (or their representatives) and retained by Buyer for at least thirty (30) days. In case of any dispute as to the accuracy of any analysis, the sample(s) shall be further retained until Buyer and Seller agree to retain it no longer. Sample cylinders shall be provided by Buyer.

(d) If the Independent Surveyor determines that, as a result of the failure of one or both of the continuous sampling procedure or analysis, accurate results as to the composition of the unloaded LNG are not able to be determined as prescribed in paragraph 5.1.1(a)(i) of this Annex C, then the arithmetic average of the analysis results of the periodic samples, excluding those results deemed to be erroneous by the Independent Surveyor, shall be deemed to be the composition of the LNG. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller. If neither continuous nor periodic samples are available, or if analysis fails, then the normalised arithmetic average of analysis results of the five (5) immediately preceding Cargoes from the same Loading Port (or the total Cargoes delivered if less than five (5)) from the same Loading Port shall be deemed to be the composition of the LNG. If both Buyer and Seller agree that the result of the arithmetic average does not give a fair representation of the composition of the LNG, both Parties shall meet and decide in good faith the appropriate method to determine the composition of LNG.

19.37.2 Analysis Procedures

(a) Buyer shall cause the Terminal Operator to analyse the LNG unloaded to determine, by an on-line gas chromatograph, the molar fractions of hydrocarbons, carbon dioxide, nitrogen and oxygen in the sample. Should the on-line gas chromatograph fail, the method used shall be the method described in the latest

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version of GPA 2261 current at the time of analysis or any other method agreed upon by Buyer and Seller. Duplicate runs shall be made on each sample to determine that the repeatability of peak areas are within acceptable limits. The calculated results of such duplicate runs shall be averaged.

(b) ASTM D 3246 (latest edition) shall be used to determine the total sulphur content of the samples, unless Seller and Buyer mutually agree that some other method should be used. If the total sulphur content is less than five (5) milligram per Normal cubic metre, it is not necessary to analyse the sample for hydrogen sulphide.

(c) ASTM D 5504 (latest edition) shall be used to determine the hydrogen sulphide content of the LNG unloaded, unless Seller and Buyer mutually agree that some other method should be used.

(d) Mercury may be analysed using the latest version of ISO 6978 current at the time of analysis, unless Seller and Buyer mutually agree that some other method should be used.

(e) The gas chromatography used for custody transfer shall be calibrated by Buyer (witnessed by the Independent Surveyor and/or Seller or its representative) prior to the start, and after the completion, of the bulk unloading using a standard gas supplied by a reliable and reputable manufacturer with known accuracy and traceability. The quality of the standard gas shall either be in accordance with the latest version of ISO 6142 or be in accordance with the customary practices and procedures at the Receiving Terminal which shall be certified traceable to International Standards. The composition of the standard gas shall be similar to the sample composition of the LNG. Validation of the gas chromatograph analysers shall be done by Seller in accordance with the latest version of GPA 2261 for off-line gas chromatograph analysers and ISO 10723 for on-line gas chromatograph analysers current at the time of validation or in any other way in accordance with the customary procedures of the Receiving Terminal.

19.37.3 Correlation Test of Analytical Equipment and Devices

(a) Prior to the use of such equipment, Seller shall be entitled to perform a calibration of the gas chromatograph using standard gas in order to properly maintain the accuracy of Buyer's and the Terminal Operator's equipment and devices.

(b) During normal operation, Buyer shall cause the Terminal Operator to provide chromatograph calibration gasses with composition certified by an independent third party or the relevant Competent Authority. At least once annually (unless the Parties agree to a different period), Buyer and Seller shall cooperatively conduct deviation checks to verify the accuracy of the gas composition mole percentages and resulting calculated physical properties. Buyer and Seller shall mutually agree on test protocol and test gas supplier and compositions to be utilised. When procedures that are in accordance with the above mentioned standards have been applied, test data will be considered as acceptable, if the resulting analyses are within the "Reproducibility" and "Repeatability" tolerances of GPA 2261 and calculated Gross Heating Value is within plus or minus five Btu per Standard Cubic Foot (± 5 Btu/SCF), or 0.185 Megajoules per Standard Cubic Metre (±0.185 MJ/Sm^3), of the known Gross Heating Value of the test gas samples.

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19.38 Calculation of Quantity Unloaded

19.38.1 Calculation and calculation notations

(a) The calculations to be made in accordance with this Annex C for Gross Heating Value (Volume Based) and Gross Heating Value (Mass Based) shall be carried out according to GPA 2172 (1996), using the constants as given in GPA 2145 (2009), using the Reference Condition, where the conversion from fourteen decimal six nine six (14.696) psia to fourteen decimal seven three (14.73) psia is linear. The Gross Heating Value (Volume Based) of the LNG unloaded shall be expressed in British Thermal Unit per Standard Cubic Foot and rounded to one (1) decimal place. The Gross Heating Value (Mass Based) of the LNG unloaded shall be expressed in Megajoule per kilogram, rounded to four (4) decimal places.

(b) The calculations to be made in accordance with this Annex C to determine the density of the unloaded LNG, shall be carried out in accordance with ISO 6578 (1991) or the National Bureau of Standards Interagency Report 77-867. The density of the LNG unloaded at the prevailing composition and temperature shall be expressed in kilogram per cubic metre, rounded to two (2) decimal places.

(c) In this paragraph 6 of this Annex C each of the following notations has the following meaning:

(i) d = density of the LNG unloaded at the prevailing composition and temperature T_L, in kg/cubic metre, calculated in accordance with the method specified in paragraph 6.1.2 of this Annex C, rounded to two (2) decimal places;

(ii) Hm = Gross Heating Value (Mass Based) of the LNG unloaded, in MJ/kg, calculated in accordance with the method specified in paragraph 6.1.1 of this Annex C at the Reference Condition, rounded to four (4) decimal places;

(iii) P = the average absolute pressure of vapour in the LNG Carrier in the LNG tank(s) immediately after unloading in whole millibar as specified in paragraph 4.4 of this Annex C;

(iv) Q = the Quantity Delivered in MMBtu, rounded to the nearest ten (10) MMBtu;

(v) T_L = average temperature of the LNG in the LNG Carrier immediately before unloading, in degrees Celsius, rounded to one (1) decimal place, as specified in paragraph 4.3.1 of this Annex C;

(vi) T_V = average temperature of the vapour in the LNG tank(s) in the LNG Carrier immediately after unloading, in degrees Celsius, rounded to one (1) decimal place, as specified in paragraph 4.3.2 of this Annex C;

(vii) Vb = the volume of the LNG in the LNG Carrier immediately before unloading, in cubic metres, rounded to three (3) decimal places, as specified in paragraph 4.7 of this Annex C;

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(viii) Vh = the volume of the LNG in the LNG Carrier immediately after unloading, in cubic metres, rounded to three (3) decimal places, as specified in paragraph 4.7 of this Annex C; and

(ix) V = the total volume of the LNG unloaded, in cubic metres, as specified in paragraph 4.7 of this Annex C.

19.38.2 Calculation of the Quantity Delivered in BTU

(a) The Quantity Delivered shall be calculated using the following formula:

$$Q = \frac{1}{1055.056} \times \left[V \times d \times Hm - \left(V \times \frac{288.60}{273.15 + Tv} \times \frac{P}{1015.60} \times 37.4\right)\right]$$

where

Egas = the energy of the gas consumed in LNG Carrier's engine room(also including all gas burnt by ship for any other use/boil off (including temperature/preasure management)) during the time between opening and closing custody transfer surveys.

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ANNEX D

INTEGRITY PACT

The Seller hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP (hereinafter collectively called "**GOP**") through any corrupt business practice.

Without limiting the generality of the foregoing, the Seller represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

The Seller certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

IN WITNESS WHEREOF, the Seller has executed this Integrity Pact as of the date first written above.

EXECUTED AND DELIVERED BY THE SELLER: [●]

By:

Name:

Title:

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Witness:

1.

Name:

2.

Name:

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FORM OF CONFIRMATION NOTICE (For Individual Spot Cargo)

Confirmation Notice for DECEMBER 2026 / JANUARY 2027 LNG Cargo (Delivery Window: 2026/2027)

In accordance with the results of a competitive tender (PLL/IMP/LNGT81), Seller was selected as the selected Bidder and, pursuant to the Master (Delivered Ex-ship) LNG Sale and Purchase Agreement dated _____, between Pakistan LNG Limited ("**PLL**") and _____ ("_____") (the "**MSPA**"), PLL and _____ agree upon the following sale and purchase of LNG on this _____ day of [, 2026].

1 Source of LNG

The expected Seller's Facilities are located at _____.

The expected Loading Port shall be the port located at _____.

The expected departure date from the Loading Port shall be _____.

Seller shall confirm to Buyer, in writing, the final location of the Loading Port, identity of Seller's Facilities and departure date of the LNG Carrier from the Loading Port under this Confirmation Notice, as soon as practicable after execution of this Confirmation Notice, but in no case later than fifteen (15) days prior to the first day of the Delivery Window, unless the LNG delivery under this Confirmation Notice causes the LNG Carrier to call at the Discharge Port and the Receiving Facilities for the first time, in which case the relevant information shall be notified to Buyer in writing twenty one (21) days prior to the first day of the Delivery Window.

2 LNG Carrier

The provisional identity of the LNG Carrier to be utilised by Seller for transportation of the LNG Cargo under this Confirmation Notice and its/their technical description is as follows:

Name of the provisionally nominated LNG Carrier: _____

Provisional dimensions:

Length: _____

Beam: _____

Provisional maximum displacement/draft: _____

Provisional Boil-off Rate: _____

Provisional vessel volumetric capacity: _____

Seller shall confirm to Buyer, in writing, the final identity, dimensions and capacity of the LNG Carrier and that it is compatible with the Discharge Port and the Terminal as soon as practicable after the execution of this Confirmation Notice but in no case later than fifteen (15) days prior to the first day of the Delivery Window, unless the LNG delivery under this Confirmation Notice causes the LNG Carrier to call at the Discharge Port and the Receiving Facilities for the first time in which case the relevant information shall be notified to Buyer in writing twenty one (21) days prior to the first day of the Delivery Window.

3 Discharge Port and Receiving Facilities

(a) Discharge Port shall be Port Qasim, Karachi, Pakistan.

(b) The Receiving Facilities shall be the FSRU-based LNG receiving terminal operated by Pakistan Gas Port Consortium Limited.

(c) The Buyer may by written notice, prior to the first day of the Delivery Window, request the Seller to deliver the Cargo to Engro Elengy Terminal (Private) Limited's LNG receiving facility at Port Qasim, Karachi, Pakistan. For the avoidance of doubt it is acknowledged that there will be no incremental costs in case of delivery to the Engro Elengy Terminal (Private) Limited LNG receiving facility.

4 Contract Quantities

The quantity of LNG in each Cargo to be sold and purchased under this Confirmation Notice is 140,000 m^3 (+/-5%).

The number of Cargo(es) to be sold and purchased under this Confirmation Notice is one (01).

5 Delivery Window

The firm Delivery Window for arrival of the LNG Carrier at the Receiving Facilities shall be the 3 days firm 'Delivery Window' (as defined in the MSPA) which shall be [].

Daytime berthing shall apply.

6 LNG Heel

The LNG Heel shall not pass to the Buyer and the quantity of the LNG Heel shall not be used to reduce or increase the Estimated Cargo Quantity beyond the tolerance set out in paragraph 4 of this Confirmation Notice.

The estimated LNG Heel quantity shall be notified by Seller to Buyer together with the first notice of Estimated Time of Arrival under Clause 10.1.1(a) of the MSPA.

7 Specification

The LNG to be sold and delivered by Seller to Buyer ex-ship at the Discharge Port in accordance with this Confirmation Notice and the MSPA shall comply with the Specifications set out in Clause 5.1 and Annex B of the MSPA.

8 Contract Price

The delivered ex-ship Contract Price shall be as follows: [●].[1]

9 Allowed Laytime

The Allowed Laytime for the purposes of Clause 12.2 of the MSPA shall be forty-eight (48) hours.

[1] To be kept empty

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10 Demurrage rate

The rate of Demurrage for the purposes of Clause 12.5 of the MSPA shall be United States Dollars thirty thousand (30,000 USD) per day and pro rata for any begun day.

Boil off rate for the LNG Cargo under this Confirmation Notice shall be 0.15% (zero point one five percent) per day of the Estimated Contract Quantity.

11 Payment

The payment due date for commercial invoice(s) of LNG delivered shall become due twenty one (21) days after the Completion of Unloading of the Cargo at the Discharge Port; subject to compliance with the terms and conditions of the Letter of Credit (as defined in section 14 below) in accordance with the provisions of section 14 below and the relevant provisions of Clause 15.4.1 of the MSPA shall be deemed to be amended accordingly.

12 Parties' account details

(a) The name of Seller's bank and Seller's account details for the purposes of Clause 15.4 of the MSPA are as follows:

_____

_____

_____

_____

_____

_____

(b) The name of Buyer's bank and Buyer's account details for the purposes of Clause 15.4 of the MSPA are as follows:

Beneficiary Name:

Beneficiary Bank Name:

Beneficiary Bank Address:

Beneficiary Account Number:

Beneficiary IBAN:

Beneficiary SWIFT:

Correspondent Bank Name:

Correspondent Bank Swift:

13 Parties' contact details

For the purposes of Clause 19.4 of the MSPA, the Parties' contact details shall be as follows:

(a) For: **PAKISTAN LNG LIMITED**

Attention: Chief Executive Officer

Address: 9th Floor, Petroleum House,
G-5/2, Islamabad. 44000
Pakistan

Tel: +92 (0) 51 8744183

Fax: +92 (0) 51 9216904

Email: info@paklng.com

With copy of the same addressed to:

Head of LNG Procurement

Email: procurement@paklng.com

Head of Finance (for matters pertaining to invoices and LC)

Email: finance@paklng.com

(b) For: _____

Attention:

Address:

_____

_____

_____

Tel:

Fax:

Email:

With copy at the same address to:

_____

_____

_____

14 Letter of Credit and Seller Credit Support

(a) Buyer shall provide Seller with an irrevocable letter of credit (the "**Letter of Credit**" or "**LC**") for an amount equal to one hundred and five percent (105%) of the estimated Cargo value, this being the Contract Price multiplied by the Estimated Contract Quantity in United States Dollars and substantially in the form of Appendix A to this Confirmation Notice, 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, by the earlier of (i) fifteen (15) days before the first day of the Delivery Window or (ii) at least three (03) days before the loading date of the Cargo.

Letter of Credit issuing charges inside Pakistan will be on Buyer's account whereas all other banking charges including charges for advising and confirming shall be at Seller's expense.

(b) Seller shall provide Buyer with credit support in accordance with Clause 15.6 of the MSPA and as follows:

Seller shall provide an unconditional irrevocable performance guarantee substantially in the form of the bank guarantee set out in Appendix B to this Confirmation Notice for an amount equal to 10% of the estimated Cargo value, (being the Contract Price multiplied by the Estimated Contract Quantity) in United States Dollars, 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 which shall continue to be valid for ninety (90) days after the last day of the two (02) day delivery window referred to in section 5 above.

All charges in relation to the bank guarantee will be on Seller's account.

15 Notices of LNG Carrier movements[2]

Notice provisions set out in Clause 10.1.1 of the MSPA, in case the total time the LNG Carrier takes to transport the Cargo between the Loading Port and the Discharge Port is equal to or less than:

(i) 96 hours, Clause 10.1.1(b) of the MSPA shall not apply;

(ii) 72 hours, Clauses 10.1.1(b) and (c) of the MSPA shall not apply; and

(iii) 48 hours, Clauses 10.1.1(b), (c) and (d) of the MSPA shall not apply,

and the provisions of Clause 10.1.1 of the MSPA shall be deemed to be amended accordingly.

16 Title transfer

[One of the elections below should be marked]

Clause 6.1 (*Point of title transfer*)

[ ] Election A - International waters title transfer

[ ] Election B - Delivery Point title transfer

In the event Election A is opted for, the following definition shall be inserted in Clause 1.1 of the MSPA:

""**Title Transfer Point**" has the meaning specified in Clause 6.1(a) of the MSPA and the references to Delivery Point in Clause 6.2 of the MSPA shall be read as references to the Title Transfer Point."

17 Business Day

The following new definition shall substitute the definition of "Business Day" in Clause 1.1 of the MSPA:

"**Business Day**" means a day (other than a Saturday, Sunday, U.S. bank holiday or public holiday) on which commercial banks are ordinarily open (i) with respect to a

2 if the journey from the Loading Port to the Discharge Port is equal to or less than 96 hours.

payment obligation of a Party under the relevant Transaction, in the country in which that Party's bank is located (as specified in the relevant Confirmation Notice), and (ii) with respect to a notice provision, in the country specified in the Confirmation Notice for the Party providing such notice.

18 Port Charges

The following new definition shall be inserted in Clause 1.1 of the MSPA after the definition of "Port Authority Regulations":

"**Port Charges**" means the Pilotage fee (inclusive of towage charges) for LNG vessels as per Provisional amendments in notification number SRO 70 (KE)/2010 dated May 12, 2010 amended July 16, 2015 w.r.t. LNG Tariffs Section Para 0902 bullet "c" and Para 0908 Note 2 bullet C IX Pilotage (Please visit Port Qasim Authority's website www.pqa.gov.pk where the rates are published or set by the Port Authority from time to time.). Anything additional to the "Port Charges" as defined will be treated separately and will be to Seller's account. For the avoidance of doubt, Port Charges shall not include any additional charges or expenditure that may become payable by the Seller in connection with the use of the Discharge Port or the Receiving Facilities including for additional tugs, pilotage, towage, escort or watch vessel, immigration and custom clearance and any such charges shall be to the Seller's account and shall not be reimbursed by the Buyer.

The following wording shall be inserted before the full stop at the end of Clause 7.1 of the MSPA:

"The Seller should provision for and pay Port Charges of US$ 500,000. If the Port Charges exceed an amount of US Dollars five hundred thousand (USD 500,000) per calling of the LNG Carrier at the Discharge Port the additional charges over and above five hundred thousand US Dollars ($500,000) shall be to the account of the Buyer and shall be reimbursed to the Seller by the Buyer against an invoice rendered by the Seller pursuant to Clause 15 of the MSPA. If Port Charges actually incurred by the Seller are less than US Dollars five hundred thousand (USD 500,000) on any calling(s) of the LNG Carrier at a Discharge Port, whether within or outside Pakistan, the differential of US Dollars five hundred thousand (USD 500,000) and the actual Port Charges will be paid by the Seller to the Buyer or adjusted by the Buyer against Seller's invoices".

19 S&P Global Inc.

In Clause 1.1 of the MSPA, the definition of "Standard & Poor's" and "S&P's" shall be substituted as follows:

"Standard & Poor's" or "S&P's" means Standard and Poor's Financial Services LLC (a division of S&P Global, Inc.).

20 Seller's Deficiency Quantity

For the purposes of determining Seller's Deficiency Quantity, the following wording shall be inserted after the words "SDQ is Seller's Deficiency Quantity" in Clause 4.3.2 of the MSPA:

", which is determined as:

SDQ = ECQ - QD

Where:

ECQ is the Estimated Contract Quantity

QD is the Quantity Delivered"

21 Acceptance of Off-Spec LNG

The following wording shall be inserted at the end of the Clause 5.3.3 of the MSPA:

"If the Buyer does not reject the Off-Spec LNG within thirty-six (36) hours, such LNG shall be treated as having been accepted."

22 Estimated Contract Quantity

The words "Estimated Cargo Quantity" in Clause 15.1.1(b) of the MSPA shall be replaced with "Estimated Contract Quantity".

23 Payment

The words "Subject to Clause 15.6" in Clause 15.4.2 of the MSPA shall be replaced with "Subject to Clause 15.7".

24 Termination for Prolonged Force Majeure

In Clause 16.5 of the MSPA the reference to "forty five (45) days" shall be replaced with "seven (07) days".

25 Events of Default

In Clause 17.1(a) of the MSPA the reference to "three (03) Business Days" shall be replaced with "ten (10) Business Days".

26 Effect of an Event of Default

In Clause 17.2.2 of the MSPA the words "of the relevant Cargo" appearing at the end of the Clause shall stand deleted.

In Clause 17.2.3 of the MSPA the words "of the relevant Cargo under a Transaction" appearing at the end of the Clause shall stand deleted.

27 Sole Rights of Termination

In Clause 17.4, after the words "as set out in Clauses 3.2" and before the words "and Clause 17.2", a comma shall be inserted and thereafter the number "16.5" shall be inserted.

28 Survival

Clause 19.11 of the MSPA shall be substituted as follows:

"**19.11 Survival**

19.11.1 The obligations set forth by Clauses 18.2.7 and 19.5 shall survive the termination of this Master Agreement in full for a period of two (02) years.

19.11.2 Without prejudice to Clause 19.11.1, the provisions of this Clause 19.11.2 and of Clauses 1 (Definitions), 17.3 (Limitation of Liability), 18 (Dispute Resolution), 19.4 (Notices), 19.6 (Governing Law), 19.8 (Amendments), 19.13 (Non-Waiver) and 19.16 (Waiver of Immunity) and any right or obligation of the Parties in this Master Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Master Agreement, will survive the termination or expiration of this Master Agreement."

29 Annex A

Annex A to the MSPA shall be substituted with the revised "Annex A" attached to this Confirmation Notice as Appendix C.

30 Annex B

The following changes shall be made in Annex B to the MSPA:

a) The numbers "-158.5ºC" in the first line of Annex B shall be replaced by "-159ºC";

31 Annex C

Annex C to the MSPA shall be substituted with the revised "Annex C", attached to this Confirmation Notice as Appendix D.

32 Expert Determination

For the purposes of Expert Determination, Energy Institute shall be replaced with "International Centre for ADR by ICC (International Chamber Commerce)" in section 18 of the MSPA.

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IN WITNESS WHEREOF, each of the Parties, in accordance with the MSPA, has caused this Confirmation Notice to be executed by its duly authorised representative.

PAKISTAN LNG LIMITED

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
WITNESSED BY:	WITNESSED BY:
1. _____ Name	1. _____ Name
2. _____ Name	2. _____ Name

APPENDIX A

FORM OF BUYER'S LETTER OF CREDIT

LC DRAFT

:27: SEQUENCE OF TOTAL DATE: XXXXXX

:40A: FROM OF DOCUMENTARY CREDIT
IRRECOVABLE

:20: DOCUMENTARY CREDIT NUMBER
XXXXXXXXXXXX

:31C: DATE OF ISSUE
XXXXXXXX

:40E: APPLICABLE RULES
UCP LATEST VERSION

:31D: DATE AND PLACE OF EXPIRY
XXXXXXXX

:50: APPLICANT
PAKISTAN LNG LIMITED
PETROLEUM HOUSE
9TH FLOOR
G-5/2
ISLAMABAD - 44000
PAKISTAN

:59: BENEFICIARY
XXXXXXXXXX

:32B: CURRENCY CODE, AMOUNT
USD XXXXXXXXXX

:41D: AVAILABLE WITH ……..BY ……..
XXXXXXXXXX
BY DEF PAYMENT

:42P: DRAFTS AT ……
AT XX DAYS FROM THE DATE OF COMPLETION OF DISCHARGE AT DISCHARGE PORT

:43P: PARTIAL SHIPMENTS
NOT ALLOWED

:43T: TRANSHIPMENT
NOT ALLOWED

:44E: PORT OF LOADING
XXXXXX

:44F: PORT OF DISCHARGE
PORT QASIM KARACHI, PAKISTAN

:44C: LATEST DATE OF SHIPMENT
XXXXXXX

:71B: CHARGES

1. ALL BANK CHARGES AND COMMISSIONS WITHIN PAKISTAN ARE ON APPLICANT ACCOUNT EXCEPT CONFIRMATION CHARGES

2. ALL CHARGES AND COMMISIONS OUTSIDE PAKISTAN INCLUDING CONFIRMATION CHARGES ARE ON BENEFICIARY ACCOUNT

:48: PERIOD FOR PRESENTATION
NOT LESS THAN SEVEN (07) BUSINESS DAYS PRIOR TO THE PAYMENT DUE DATE, BUT WITHIN THE VALIDITY OF THIS CREDIT.

:49: CONFIRMATION INSTRUCTIONS
MAY CONFIRM

:78: INSTRUCTIONS TO THE NEGOTIATING BANK
+ FORWARD ALL ORIGINAL DOCUMENTS VIA COURIER DIRECT TO XXX BANK PAKISTAN LIMITED

+ NEGOTIATING BANK IS REQUIRED TO FURNISH A CERTIFICATE ON SCHEDULE THAT ALL TERMS OF THE CREDIT COMPLIED WITH. IN CASE OF DISCREPANCY THE SAME HAS TO BE MENTIONED ON THE SCHEDULE.

+EACH DRAWING/PRESENTATION MUST BE ENDORSED ON THE REVERSE OF ORIGINAL L/C
AND NEGOTIATING/NOMINATED BANK MUST CERTIFY THE SAME ON THEIR COVERING SCHEDULE

+ UPON RECEIPT (DURING THE WORKING HOURS IN PAKISTAN) BY US OF THE TESTED TELEX/AUTHENTICATED SWIFT OF THE NEGOTIATING BANK CONFIRMING THAT THE NEGOTIATING BANK HAS NEGOTIATED DOCUMENTS ISSUED IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT AND HAS DISPATCHED THE DOCUMENTS BY REGISTERED MAIL/ COURIER TO OUR ADDRESS SHOWING THE REGISTERED MAIL NO./ COURIER RECEIPT NO. AND DATE OF DISPATCH OF DOCUMENTS, WE SHALL BY CABLE COVER THE NEGOTIATING BANK AT MATURITY DATE ACCORDING TO ITS INSTRUCTIONS, PROVIDED WE SHALL HAVE RECEIVED (DURING THE WORKING HOURS IN PAKISTAN) THE TESTED TELEX/AUTHENTICATED SWIFT OF THE NEGOTIATING BANK THREE WORKING DAYS (IN PAKISTAN) PRIOR TO DUE DATE AT LATEST, OTHERWISE PAYMENT WILL BE EFFECTED THREE WORKING DAYS AFTER THE RECEIPT OF SUCH THE TESTED TELEX/ AUTHENTICATED SWIFT OR CLEAN DOCUMENTS FROM THE NEGOTIATING BANK. UNLESS EXPRESSLY OTHERWISE STATED HEREIN, THIS L/C IS SUBJECT TO THE UNIFORMS CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) ICC PUBLICATION NO. 600.

:57D: "ADVISE THROUGH" BANK

:45B: DESCRIPTION OF GOODS AND / OR SERVICES
XXXXXXXXXX
AS PER PROFORMA INVOICE NUMBER XXXX DATED XXXXX.
TERMS DES KARACHI, PAKISTAN
HS CODE XXXXXXXXXXXX WITH COUNTRY OF ORIGIN AS XXXXXXXXXX TO BE STATED ON THE COMMERCIAL INVOICE

:46B: DOCUMENTS REQUIRED

1. SIGNED COMMERCIAL INVOICES IN X ORIGINALS & COPY SHOWING VALUE OF THE GOODS AS PER THE PRICE CLAUSE OF THE L/C MULTIPLIED BY THE QUANTITY RECEIVED AT DISCHARGE PORT IN MMBTU ALONG WITH ANY ADJUSTEMENTS ON ACCOUNT OF PILOTAGE & TOWAGE FEE AND MONSOON CHARGES AS STATED IN THE PROVISIONAL INVOICE ISSUED BY PORT QASIM AUTHORITY IN ACCORDANCE WITH CLASUE 18 OF THE CONFIRMATION NOTICE AND STATING WE CERTIFY THAT GOODS HEREIN INVOICED CONFORM WITH PROFORMA INVOICE NUMBER XXXXX DATED XXXXX AND ARE OF XXXXX ORIGIN.

2. 3 NON- NEGOTIABLE COPIES OF BILL OF LADING ISSUED OR ENDORSED TO THE ORDER OF ---, PAKISTAN AND NOTIFY PAKISTAN LNG LIMITED. BILL OF LADING TO BE DULY SIGNED BY THE MASTER OR MASTER'S AGENT UNDER HIS OFFICIAL SEAL. CHARTER PARTY BILL OF LADING ALSO ACCEPTABLE.

3. ONE ORIGINAL PLUS 3 SIGNED COPIES OF CERTIFICATE OF ORIGIN ISSUED OR COUNTERSIGNED BY THE RLEVANT CHAMBER OF COMMERCE OR PORT AUTHORITIES OR TERMINAL OPERATOR (ISSUED IN THE NAME OF THE APPLICANT AS CONSIGNEE ACCEPTABLE) MENTIONING GOODS OF XXXX ORIGIN.

4. CERTIFICATE OF QUALITY TO BE ISSUED BY INDEPENDENT LOADPORT SURVEYOR

5. CERTIFICATE OF QUANTITY TO BE ISSUED BY INDEPENDENT LOADPORT SURVEYOR

6. CERTIFICATE OF QUALITY TO BE ISSUED BY INDEPENDENT DISCHARGE PORT SURVEYOR.

7. CERTIFICATE OF QUANTITY TO BE ISSUED BY INDEPENDENT DISCHARGE PORT SURVEYOR.THE QUANTITY DISCHARGED IN MMBTU, APPEARING IN THIS CERTIFICATE, WILL BE CONSIDERED AS QUANTITY FOR PAYMENT.

8. TIME LOG OR STATEMENT OF FACT OR TIME SHEET SHOWING DISCHARGE COMPLETION DATE, ISSUUED BY THE DISCHARGE PORT SURVEYOR.

:47B: ADDITIONAL CONDITIONS
PRICE CLAUSE
The delivered ex-ship contract Price for LNG cargo shall be calculated as follows:

CP = xx.xxxx US$/MMBtu

Where:
CP is the Contract Price applicable to the LNG cargo, rounded to 4 decimal places;

OTHER TERMS

NAME OF THE DOCUMENTS EXCEPT B/L AND COMMERCIAL INVOICE DIFFERENT FROM LC BUT SERVE THE SAME PURPOSE ARE ACCEPTABLE

INCONSISTENCY IN QUANTITY MENTIONED (IF ANY) IN LOADPORT DOCUMENTS (NON-NEGOTIABLE BILLS OF LADING, CERTIFICATE OF ORIGIN, CERTIFICATE OF QUALTITY TO BE ISSUED BY INDEPENDENT LOADPORT SURVEYOR, CERTIFICATE OF QUANTITY TO BE ISSUED BY INDEPENDENT LOADPORT SURVEYOR) AND DISCHARGE PORT DOCUMENTS (SIGNED COMMERCIAL INVOICE, CERTIFICATE OF QUALITY TO BE ISSUED BY INDEPENDENT DISCHARGE PORT SURVEYOR, CERTIFICATE OF QUANTITY TO BE ISSUED BY INDEPENDENT DISCHARGE PORT SURVEYOR, TIME LOG OR STATEMENT OF FACT OR TIME SHEET SHOWING DISCHARGE COMPLETION DATE ISSUED BY THE DISCHARGE PORT SURVEYOR) IS ACCEPTABLE.

ALL PARTIES TO THIS TRANSCTION ARE ADVISED THAT THE U.S. AND OTHER GOVERNMENT AND / OR REGULATORY AUTHORITIES IMPOSE SPECIFIC SANCTIONS AGINST CERTAIN COUNTRIES, ENTITIES AND INDIVIDUALS: BANKS MAY BE UNABLE TO PROCESS A TRANSACTION THAT INVOLVES A BREACH OF SANCTIONS, AND AUTHORITIES MAY REQUIRE DISCLOSURE OF INFORMATION. BANK IS NOT LIABLE IF IT, OR ANY OTHER PERSON, FAILS OR DELAYS TO PERFORM THE TRANSACTION, OR DISCLOSES INFORMATION AS A RESULT OF ACTUAL OR APPARENT BREACH OF SUCH SANCTIONS.

NO PARTY WHICH IS SANCTIONED BY THE UNITED NATIONS, UNITED STATES OR THE EUROPEAN UNION, OR UNITED KINGDOM, IS TO BE INVOLVED IN THE TRANSACTION IN ANY MANNER. WE MAY NOT COMPLETE A TRANSACTION WHICH INVOLVES SUCH A PARTY, OR ANY PARTY IN THE ABOVE COUNTRIES.

++

1. THIS LETTER OF CREDIT NUMBER AND ISSUANCE DATE MUST BE QUOTED ON COMMERCIAL INVOICE.

APPENDIX B

FORM OF PERFORMANCE GUARANTEE IN THE FORM OF A BANK GUARANTEE (TO BE FURNISHED ON STAMP PAPER OF APPROPRIATE VALUE)

BANK GUARANTEE

In favour of Pakistan LNG Limited
Petroleum House

9th Floor
G-5/2
Islamabad - 44000
PAKISTAN

Guarantee No.:_____

Date of Issue:_____

At the request of _____("**Seller**"), We, _____("**Bank**"), hereby issue our irrevocable confirmed Letter of Guarantee No._____ ("**Guarantee**") for a maximum amount of US$._____ (USD _____ Only) in consideration of the Seller having entered into the **Master (Delivered Ex-Ship) LNG Sale and Purchase Agreement ("MSPA")**, dated_____ and the **Confirmation Notice** for the_____ Cargo, dated_____ (the MSPA and Confirmation Notice(s) hereinafter together referred to as "**Contract**") with Pakistan LNG Limited (hereinafter called the "**Company**";)

1. We,_____(Bank), do hereby irrevocably bind ourselves and unconditionally agree and undertake to pay forthwith to the Company on first written demand by the Company and without prior recourse to the Seller such sum or sums not exceeding US Dollars _____ (USD _____ Only) as may be demanded by the Company. Such first written demand of the Company shall only state that the Seller has failed to satisfy or otherwise has contravened or failed to perform any of the conditions of the Contract, or one or more of the Contracts, if this Guarantee covers more than one Contract. It is understood that any such demand made herein under by the Company shall be conclusive evidence of the Seller's failure to comply with or fulfil the conditions of the relevant Contract(s).

2. This Guarantee shall come into force at once and we agree that the Company may claim all or any of the aforesaid amount and this Guarantee shall remain in force, operative and binding on us until the Expiry mentioned herein. The period of validity of this Guarantee is from the date of its issuance up to the date of Expiry and the responsibility of the Bank shall be extinguished / discharged from the date of its expiry by which date claims, if any, must be received by our Bank.

3. We _____(Bank) shall at all times be bound on the first written demand of the Company to pay the Company forthwith the amount (or any portion thereof) hereby guaranteed in US Dollars _____ (USD_____ Only) until we are expressly released and discharged in writing by the Company from the liabilities and obligations hereby guaranteed free and clear of any counterclaim, deduction, set off or withholding.

4. Our liability to the Company hereunder shall be that of a principal debtor and the Company at its option may treat the Bank as primarily liable for the aforesaid amount / or any balances, which may at any time be due and payable by us to the Company in terms of this Guarantee.

5. Our obligations as set out herein shall be continuing obligations notwithstanding any change in the constitution or organisation of the Seller and notwithstanding any time given, indulgence or forbearance shown by the Company and not withstanding any amendments or alteration made in the obligations of the Seller under the contract(s) or in terms, conditions or covenants between the Seller and the Company without our assent or otherwise and not withstanding that any claim by the Company against the Seller is disputed or contested or referred for settlement, to arbitration or litigation.

6. We hereby declare and confirm that under our constitution and all applicable laws and regulations to have the necessary power and authority and all necessary authorization, approval and consent hereunder of Government and other regulatory authorities to enable us to enter, execute, deliver and perform the obligations undertaken by us under this Guarantee and the signatory(ies) to this Guarantee is / are our duly authorised officer/s and the obligations on part contained in this Guarantee are valid and legally binding on and enforceable against us.

7. Notwithstanding anything contained herein above to the contrary, our total liability against this Guarantee shall not, in any case exceed US$._____ (USD_____ Only). This Guarantee shall remain in full force until _____("**Expiry**"[1]) and we shall be absolved / discharged from our liability by which date claims if any must be received by our Bank. Thereafter we shall entertain no claim or any cost unless the Guarantee is renewed by us within 30 days after its Expiry, with the written consent of our customer, the Seller.

8. After Expiry and unless renewed within thirty (30) days therefrom, this Guarantee shall become null and void whether it is returned to us for cancellation or not

9. Our liability under this Guarantee shall not be affected by any dispute or difference between the Seller and the Company or any forbearance or indulgence granted by the Company to the Seller or any security held by the Company from the Seller relating to the above mentioned Contract or Contracts, if applicable, or any variation in the Contract or Contracts, if applicable, or any other matter or thing might otherwise affect our liability.

10. We further guarantee that no changes or additions to or other modifications of the terms and conditions of the aforesaid Contract shall in any way release us from our liability under this Guarantee and we hereby waive of any such change, addition or modification.

11. This bank guarantee shall be governed by and construed in accordance with the law of Pakistan and bank hereby irrevocably submit to the jurisdiction of the courts of Pakistan, provided however that the submission to jurisdiction of the courts in Pakistan shall not limit the right of Buyer to take proceeding in the courts of any other country having jurisdiction nor shall be taking of proceeding in any one or more jurisdictions preclude the taking of proceeding in another jurisdiction.

FOR AND ON BEHALF OF_____(BANK)

_____	_____
SIGNATURE	SIGNATURE
(NAME & DESIGNATION)	(NAME & DESIGNATION)

1. Witness _____
2. Witness _____

1 This should be 90 days from the date of [as in bid documents]

APPENDIX C

REVISED ANNEX A OF MSPA

FORM OF CONFIRMATION NOTICE

In accordance with the results of a competitive tender [Tender Enquiry No. [●]], Seller was selected as the selected bidder and, pursuant to the Master (Delivered Ex-ship) LNG Sale and Purchase Agreement dated [●], between Pakistan LNG Limited ("**PLL**") and [SELLER] ("[●]") (the "**Master Agreement**"), PLL and [SELLER] agree upon the following sale and purchase of LNG on this [●] day of [●], 20[●].

1. Source of LNG

Seller's Facilities are located at [●].

The Loading Port shall be the port located at [●].

The expected departure date from the Loading Port shall be [●].

2. LNG Carrier(s)

The LNG Carrier(s) to be utilised for transportation of LNG under this Confirmation Notice and its/their technical description is as follows:

Name of LNG Carrier(s): [●]

Dimensions: [●]

Maximum displacement/draft: [●]

Boil-off Rate: [●]

Vessel Capacity: [●]

3. Discharge Port and Receiving Facilities

Discharge Port shall be [Port Qasim, Karachi, Pakistan].

Schedule 2 Receiving Facilities shall be [the FSRU-based LNG receiving terminal operated by Pakistan Gas Port Consortium Limited].

4. Contract Quantities

The quantity of LNG in each Cargo to be sold and purchased under this Confirmation Notice is [●]m^3.

The number of Cargo/es to be sold and purchased under this Confirmation Notice is [●].

The approximate energy content comprising the Estimated Contract Quantity for each Cargo is [●] MMBtu.

5. Delivery Window

The Delivery Window for arrival of the LNG Carrier at the Discharge Port shall be [●].

[Daytime unloading shall apply.]

6. LNG Heel

The LNG Heel shall be notified by Seller to Buyer [●] days prior to the start of the Delivery Window.

7. Specification

The LNG to be sold and delivered by Seller to Buyer under this Confirmation Notice shall comply with the Specifications set out in Clause 5.1 and Annex B of the Master Agreement.

8. Contract Price

The Contract Price shall be [shall be calculated] as follows: [●]

9. Parties' failure to take/deliver

(a) [Buyer's failure to take

The grace period in Clause 4.2.2 shall be [●] hours.]

(b) [Seller's failure to deliver

The grace period in Clause 4.3.2 shall be [●] hours.]

10. Allowed Laytime

The Allowed Laytime for the purposes of Clause 12.2 shall be [●] hours.

11. Demurrage rate

The rate of Demurrage for the purposes of Clause 12.5 of the Master Agreement shall be [●] per day and pro rata for any begun day.

12. Invoice due dates

(a) [The payment due date for invoices under Clause 15.3.1 shall be [●] Business Days after the receipt of the relevant invoice.]

(b) [The payment due date for invoices under Clause 15.3.2 shall be [●] Business Days after the receipt of the relevant invoice.]

13. Parties' account details

The name of Seller's bank and Seller's account details for the purposes of Clause 15.4 of the Master Agreement are as follows:

[***Include relevant Bank Details***]

The name of Buyer's bank and Buyer's account details for the purposes of Clause 15.4 of the Master Agreement are as follows:

[***Include relevant Bank Details***]

14. Parties' contact details

Schedule 3 For the purposes of Clause 19.4 of the Master Agreement, the Parties' contact details shall be as follows:

(a) For: PAKISTAN LNG LIMITED

Schedule 4 Attention: Head of LNG Procurement

Schedule 5 Address: Pakistan LNG Limited, 9th Floor, Petroleum House, G-5/2. Islamabad

Schedule 6 Tel: +92 (0) 51 8744183

Schedule 7 Fax: +92 (0) 51 9216904

Schedule 8 Email: procurement@paklng.com

Schedule 9 With copy at the same address to:

(b) For: [●]

Schedule 10 Attention:

Schedule 11 Address:

Schedule 12 Tel:

Schedule 13 Fax:

Schedule 14 Email:

Schedule 15 With copy at the same address to:

15. Credit Support

(a) [Buyer shall provide Seller with credit support in accordance with Clause 15.6 of the Master Agreement as follows:

[●].

(b) [Seller shall provide Buyer with credit support in accordance with Clause 15.6 of the Master Agreement as follows:

[●].

16. Any other Provisions

3 (a) [Notices of LNG Carrier movements

Seller's requirements to provide notices of Estimated Time of Arrival under clause 10.1.1 of the Master Agreement shall be amended as follows:

[●].]

(b) [Documents for tax purposes

Seller shall provide the following additional documents as referred to in Clause 15.1.1(b) of the Master Agreement:

[●].

(c) [Other provisions]

[●]

IN WITNESS WHEREOF, each of the Parties, in accordance with the Master Agreement, has caused this Confirmation Notice to be executed by its duly authorised representative.

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

APPENDIX D

REVISED ANNEX C OF MSPA

MEASUREMENT, SAMPLING AND TESTING

The procedures for determination of the Quantity Delivered shall be those specified in the relevant Terminal Rules. Should no Terminal Rules be in force, the procedure and guidelines specified below shall be applicable for determining such Quantity Delivered.

References for this Annex C

Annex C is intended to give basic requirements that are in general compliance with LNG International Standards and practice. Primary references are:

- ISO 13398 – Refrigerated light hydrocarbon fluids — Liquefied natural gas — Procedure for custody transfer on board ship;
- ISO 8943-Refrigerated light hydrocarbon fluids — Sampling of liquefied natural gas — Continuous and intermittent methods;
- ISO 6142 – Gas analysis — Preparation of calibration gas mixtures -- Gravimetric method;
- ISO 10723 – Natural gas — Performance evaluation for on-line analytical systems;
- Institute of Petroleum Measurement Manual, Part XII, Static & Dynamic Measurement of Light Hydrocarbon Liquids, SECTION 1, CALCULATION PROCEDURES;
- GPA 2145 – Table of Physical Constants for Hydrocarbons & Other Compounds of Interest to the Natural Gas Industry;
- GPA 2172 – Calculation of Gross Heating Value, Relative Density, and Compressibility of Natural Gas Mixtures from Compositional Analysis;
- GPA 2261 – Analysis for Natural Gas & Similar Gaseous Mixtures by Gas Chromatography;
- ASTM D 3246 – Standard Test Method for Sulphur in Petroleum Gas by Oxidative Microcoulometry;
- ASTM D 5504 Standard Test Method for Determination of Sulphur Compounds in Natural Gas and Gaseous Fuel by Gas Chromatography and Chemiluminescence;
- National Bureau of Standards Interagency Report 77-867
- : A COMPARISON OF MATHEMATICAL MODELS FOR THE PREDICTION OF LNG DENSITIES; and
- GIIGNL LNG CUSTODY TRANSFER HANDBOOK.

The latest editions of the above references shall be considered as the generally industry-accepted criteria for any item not specifically addressed herein. The latest version of the standards referred to in this Annex C shall be considered as the official version.

1 GENERAL

Seller or Buyer may request changes to the methods of measurement and procedures contained in this Annex C. When such a request is made, Seller and Buyer shall promptly meet to discuss in good faith the proposed revisions to methods and procedures. Similarly, if referenced standards are updated, the Parties shall meet to agree the incorporation of the revised standards into the methodology herein.

2 TANK GAUGE TABLES

2.1 Calibration of LNG Tanks

During or immediately following the completion of construction, or immediately prior to entry into service hereunder, of any LNG carrier that Seller intends to use as the LNG Carrier, Seller shall ensure that each LNG tank of that LNG Carrier has been calibrated for volume against level by a qualified independent surveyor. Seller shall furnish to Buyer, or cause Buyer to be provided, evidence of any calibration conducted pursuant to this Annex C.

2.2 Preparation of Tank Gauge Tables

Seller shall have a qualified independent surveyor prepare tank gauge tables for each LNG tank of an LNG carrier Seller intends to use as the LNG Carrier. Such tank gauge tables shall include sounding tables, correction tables for list and trim, volume corrections to tank service temperature, and other corrections if necessary.

2.3 Precision of Tank Gauge Tables

Tank gauge tables prepared pursuant to paragraph 2.2 of this Annex C shall, in the relevant loading and discharging range of the LNG Carrier's tanks, indicate volumes in cubic metres expressed to the nearest thousandth (1/1000), with LNG tank depths expressed in metres to the nearest thousandth (1/1000). Seller shall enable Buyer or its representative to audit the LNG Carrier's tables upon notice at commercially reasonable times.

2.4 Witnessing of Tank Calibration

2.4.1 Where applicable, Buyer shall have the right to have its representative witness the tank calibrations referred to in paragraph 2.1 of this Annex C.

2.4.2 Seller shall give reasonable advance notice to Buyer of the timing and location of such LNG tank calibrations.

2.5 Recalibration of LNG Tanks in case of Distortion and Modification

In the event that any LNG tank of the LNG Carrier suffers distortion of such a nature as to cause either Party reasonably to question the validity of the tank gauge tables referred to in paragraph 2.2 of this Annex C, or in the event of modification to any of the LNG tanks, Seller, subject to Buyer's consent, shall arrange for such LNG tank to be recalibrated in the same manner as set forth in paragraphs 2.1 and 2.2 of this Annex C during any period when that LNG Carrier is out of service for inspection and/or repairs. Seller shall bear the costs of recalibration, unless such recalibration was done at Buyer's request and did not demonstrate any inaccuracy in the tank gauge tables, in which case Buyer shall pay the costs of recalibration. Except as provided in this paragraph 2.5, no other recalibration of any LNG tank of the LNG Carrier shall be required. If mutually agreed between the Parties, recalibration of distorted tanks can be deferred until the next time when such tanks are warmed for any reason, and any corrections to the prior tank gauge tables will be made from the time the distortion occurred. If the time of the distortion cannot be ascertained, the Parties shall mutually agree on the time period for retrospective adjustments.

3 SELECTION OF GAUGING DEVICES

3.1 General

3.1.1 All devices provided for in paragraphs 3 and 4 of this Annex C shall be approved by Seller, acting as a Reasonable and Prudent Operator. The required degree of accuracy (which shall in any case be within the permissible tolerances defined herein and in the applicable standards referenced herein) of such devices selected shall be mutually agreed upon by the Parties. In advance of the use of any device, the Party providing such device shall cause tests to be carried out to verify that such device has the required degree of accuracy.

3.1.2 All custody transfer gauging devices and systems shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry.

3.2 Liquid Level Gauging Devices

3.2.1 Each LNG tank of the LNG Carrier shall be equipped with independent main and auxiliary liquid level gauging devices that preferably utilise different technologies. All liquid level gauging devices shall be installed, operated and maintained according to the manufacturers' specification and standards used in the LNG industry. Seller shall identify the main and auxiliary liquid level gauging devices for the LNG Carrier.

3.2.2 The measurement accuracy of the main and auxiliary liquid level gauging devices shall be better than plus or minus seven decimal five (±7.5) millimetres. Indications from the two (2) systems shall be routinely compared to ensure they are performing normally.

3.2.3 The liquid level from the main and auxiliary gauging devices in each LNG tank shall be logged and printed.

3.3 Temperature Gauging Devices

3.3.1 The LNG tank (or each LNG tank, if more than one) of the LNG Carrier shall be equipped with a minimum of five (5) pairs of temperature gauging devices located on or near the vertical axis of such LNG tank, in such a way as not to be affected by the spray of LNG when the spray pumps are in operation.

3.3.2 Primary and redundant temperature gauges are required, and indications from the two systems shall be routinely compared to ensure they are performing normally. Such temperature gauging devices shall be installed at various locations from the top to bottom of each tank to provide temperature measurements at various levels in the tank. The topmost temperature device shall be located in the vapour space at all times, and the bottom temperature device shall be located in the heel.

3.3.3 In the temperature range of minus one hundred sixty-five (-165) degree Celsius to minus one hundred forty-five (-145) degree Celsius, the accuracy shall be plus or minus zero decimal two (± 0.2) degree Celsius. In the temperature range of minus one hundred forty-five (-145) degree Celsius to plus forty (+40) degree Celsius, the accuracy shall be plus or minus one decimal five (± 1.5) degree Celsius.

3.3.4 The temperature in each LNG tank shall be logged and printed.

3.4 Pressure Gauging Devices

3.4.1 The LNG tank (or each LNG tank, if more than one) of the LNG Carrier shall have one (1) absolute vapour pressure gauging device.

3.4.2 The measurement accuracy of each pressure gauging device shall be plus or minus one percent (± 1%) of full scale.

3.4.3 The pressure in the LNG tank (or in each LNG tank, if more than one) shall be logged and printed.

3.5 List and Trim Gauging Devices

3.5.1 A list gauging device and a trim gauging device shall be installed on the LNG Carrier. These shall be interfaced with the custody transfer system.

3.5.2 List and trim corrections shall be made using devices whose accuracy is better than plus zero decimal zero five (0.05) degrees Celsius for list and plus zero decimal zero one (0.01) metres for trim.

3.5.3 The list and trim in each LNG tank shall be logged and printed.

3.6 Verification of Accuracy of Gauging Devices

Gauging devices shall be verified for accuracy and corrected for error in accordance with the terms of Clause 13 of the Master Agreement.

3.7 Measurement Equipment Maintenance, Calibration and Testing

3.7.1 Seller shall cause or shall have caused, tests for the accuracy of the Custody Transfer Measurement System (which, for the purposes of this Annex C, shall be referred to as "**CTMS**") equipment and devices installed in the LNG Carrier prior to the LNG Carrier being brought into service in order to ensure that the equipment and devices comply with these measurement requirements.

3.7.2 Thereafter, Seller shall carry out or cause to be carried out tests to ensure the accuracy of the CTMS equipment, excluding the volumetric calibration of the cargo tanks in the LNG Carrier. Such tests will be carried out as follows:

(a) when the LNG Carrier is out of service for scheduled inspection and/or repairs;

(b) when Buyer, acting as a Reasonable and Prudent Operator, requests such verification due to the changes in accuracy of custody transfer measurements related to the specific LNG Carrier in question;

(c) when such tests are considered necessary by Seller, in which case Seller shall so notify Buyer and that notice shall be acknowledged by Buyer; or

(d) periodic, scheduled calibration tests as agreed by the Parties, in conjunction with the vendor equipment recommendations, as part of the regular scheduled CTMS servicing.

3.7.3 The tests referred to above shall be witnessed and verified, by the Independent Surveyor. Seller shall give notice to Buyer reasonably in advance of such tests and Buyer shall have the right to be present at such tests.

3.7.4 Seller shall maintain or cause to have maintained for the CTMS, which shall be agreed by the Parties:

(a) a CTMS maintenance procedure;

(b) a schedule of maintenance;

(c) a log of the maintenance carried out, which is verified by the master of the LNG Carrier or his designate, which shall be retained on board for inspection or audit, as requested by Buyer, Seller (or its representative) or the Independent Surveyor; and

(d) calibration, testing and defect correction procedures.

3.7.5 If the LNG Carrier's CTMS equipment or devices are found to be outside the allowable limits, or are inoperable, then they shall be rectified or replaced without unreasonable delay, and the Parties shall apply such provisions as are set out in this Annex C. Any discrepancies in invoices which are caused by the inaccuracy of any measuring equipment or device shall be corrected and agreed upon by the Parties accordingly. Historical corrections to invoices shall be limited to a period of three (3) years or to the last time an adjustment was made, whichever is shorter.

4. MEASUREMENT PROCEDURES

4.1 Conditions at Custody Transfer

The condition of the LNG Carrier at the time of custody transfer shall be as described in clause 5.6 of ISO 13398.

4.2 Liquid level

4.2.1 Liquid levels in each LNG tank of the LNG Carrier shall be determined in accordance with clause 6.2 of ISO 13398. Measurement of the liquid level in each LNG tank of an LNG Carrier shall be made in metres, accurate to the nearest millimetre by using the main liquid level gauging devices referred to in paragraph 3.2 of this Annex C.

4.2.2 The same liquid level gauging device must be used for both the initial and final measurements during unloading. If the main level gauging device is inoperative at the time of commencement of unloading, necessitating use of the auxiliary level gauging device, the auxiliary level gauging device shall be used at the time of cessation of unloading, even if the main level gauging device has subsequently become operative. Trim and list of the LNG Carrier shall be kept unchanged while the referenced measurements are performed.

4.2.3 At least five (5) readings shall be made following manufacturer's recommendations on reading interval. The arithmetic average of the readings shall be deemed the liquid level.

4.2.4 Such arithmetic average shall be calculated to the nearest zero decimal one (0.1) millimetre and shall be rounded to the nearest millimetre.

4.2.5 Any necessary corrections for trim, list, temperature or other adjustment as defined in the tank gauge tables as called for in paragraph 2.2 of this Annex C must be applied to the arithmetic reading to get the true level reading.

4.2.6 The liquid level shall be logged and printed.

4.3 Temperature

4.3.1 The average temperature of the Cargo in the LNG Carrier's cargo tank (or in each cargo tank, if more than one) shall be determined immediately before unloading by means of the temperature measuring instruments which are fully immersed in the liquid. This determination shall be made by taking the temperature readings of the LNG to the nearest zero decimal zero one (0.01) degree Celsius. If more than one of the instruments is immersed in the liquid, the arithmetic average of these readings will be used. Such arithmetic average shall be calculated to the nearest zero

decimal zero one (0.01) degree Celsius and shall be rounded to the nearest zero decimal one (0.1) degree Celsius.

4.3.2 The average temperature of the vapour in the LNG Carrier's cargo tank (or in each cargo tank, if more than one) shall be determined immediately after unloading and before loading by means of such temperature measuring instruments which are fully surrounded by vapour. This determination shall be made by taking the temperature readings of the vapour to the nearest zero decimal zero one (0.01) degree Celsius, and if more than one are fully surrounded by the vapour, the arithmetic average of these readings will be used. Such arithmetic average shall be calculated to the nearest zero decimal zero one (0.01) degree Celsius and shall be rounded to the nearest zero decimal one (0.1) degree Celsius.

4.3.3 The temperature in the LNG tank (or in each LNG tank, if more than one) shall be logged and printed.

4.4 Pressure

4.4.1 At the same time the liquid level is measured, the absolute pressure in the LNG tank (or in each LNG tank, if more than one) shall be measured to the nearest one (1) millibar by using the pressure gauging device referred to in paragraph 3.4 of this Annex C.

4.4.2 The determination of the absolute pressure in the LNG tank(s) of the relevant LNG Carrier shall be made by taking one (1) reading of the pressure gauging device in the LNG tank (or in each LNG tank, if more than one), and then by taking an arithmetic average of all such readings.

4.4.3 Such arithmetic average shall be rounded to the nearest one (1) millibar.

4.4.4 If the LNG tank pressure cannot be obtained by the absolute vapour pressure gauging device, the tank pressure may be read from a normal pressure gauge, provided a barometric pressure reading, accurate to zero decimal one (0.1) millibar must also be taken and recorded to correct such reading to absolute pressure.

4.4.5 The pressure in the LNG tank (or each LNG tank, if more than one) shall be logged and printed.

4.5 List and Trim

4.5.1 The list and trim of the LNG Carrier shall be measured at the same time as the liquid level and temperature of LNG in the LNG tank (or each LNG tank, if more than one) are measured by using the list gauging device and trim gauging device referred to in paragraph 3.5 of this Annex C.

4.5.2 The measurement of the list and of the trim shall be conducted to the nearest zero decimal zero one (0.01) degree Celsius for list and the nearest zero decimal zero one (0.01) metre for trim.

4.5.3 The determination of the list and of the trim of the LNG Carrier shall be made by taking one (1) reading of the list and trim gauging devices.

4.5.4 The list and trim of the LNG Carrier shall be logged and printed.

4.6 Procedure in case of Gauging Device Failure

Should the measurements referred to in this paragraph 4 become impossible to perform due to a failure of gauging devices, alternative gauging procedures shall be determined by mutual agreement between the Parties in consultation with the Independent Surveyor appointed pursuant to Clause 13 of the Master Agreement. The alternative gauging procedures shall be documented and recorded.

4.7 Determination of Volume of LNG Unloaded

4.7.1 The measurements referred to in paragraphs 4.2, 4.3, 4.4 and 4.5 of this Annex C shall be made at the same time. Measurements shall first be made immediately before unloading commences. Accordingly, immediately before opening the manifold emergency shut down valves of the LNG Carrier, the initial gauging shall be conducted upon the confirmation of stoppage of all spray pumps and compressors and shut-off of the gas master valve to the LNG Carrier's boilers. The gas master valve to the LNG Carrier's boilers shall remain closed until after the second gauging. A second gauging shall be made immediately after unloading is completed. Accordingly, the second gauging shall be conducted upon the confirmation of shut-off of the manifold emergency shut down valve, with transfer pumps off and allowing sufficient time for the liquid level to stabilize. Measurements prior to unloading and after unloading will be carried out based on the condition of the LNG Carrier's lines upon arrival at the berth. Since significant volumes of LNG may remain in the LNG Carrier's manifold and crossover, gauging will be performed with these lines in the same condition prior to unloading and after unloading. If the LNG Carrier's manifold and crossover lines are empty (warm) when measurement is taken before unloading commences, they will be emptied prior to measurement following the Completion of Unloading. If the crossover lines are liquid filled (cold) when measurement is taken before unloading commences, they will remain full (cold) until measurement is taken following the Completion of Unloading. The volume of LNG, stated in cubic metres to the nearest zero decimal zero zero one (0.001) cubic metre, shall be determined by using the tank gauge tables referred to in paragraph 2.2 of this Annex C and by applying the volume corrections set forth therein.

4.7.2 The volume of LNG unloaded shall be determined by deducting the total volume of LNG in all LNG tanks (if more than one) immediately after unloading is completed from the total volume of LNG in those LNG tanks immediately before unloading commences. This volume of LNG unloaded is then rounded to the nearest cubic metre.

4.8 LNG Carrier Gas consumption during operation

In case of consumption of gas on the LNG Carrier during discharge operations, the Parties agree to meet and agree upon the impact on the final energy delivered to Buyer.

5 DETERMINATION OF COMPOSITION OF LNG AND VAPOUR

5.1 Sampling Procedures

5.1.1

(a)

(i) Buyer shall cause the Terminal Operator to continuously sample and analyse the LNG during unloading using an on-line gas chromatograph in accordance with the provisions of this paragraph 5.1.1(a)(i). A properly designed and maintained sample delivery and conditioning system shall be utilised. A sample shall be taken and analysed at least once every twenty (20) minutes by an on-line chromatograph during the period starting immediately after a stable flow rate has commenced and ending immediately prior to the completion of the stable flow rate, which excludes the initial start-up upsurge in the flow rate and the decreased flow rate before stopping. The results of each analysis, excluding those results deemed to be erroneous by the Independent Surveyor, shall be averaged to determine the final Cargo composition. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller.

(ii) Buyer shall cause the Terminal Operator to obtain representative samples of LNG using a sampling system, designed, installed and operated in accordance with the latest version of ISO 8943 and in accordance with this paragraph 5.1.1(a)(ii). The method used shall be the method described in the latest version of ISO 8943 current at the time of analysis or any other method agreed upon by Buyer and Seller. Should the on-line gas chromatograph fail, samples will be obtained continuously and at an even rate during the period starting one (1) hour after continuous unloading at the normal flow rate (after ramp up) has commenced and ending one (1) hour prior to the suspension of continuous unloading at normal flow rate (before ramp down); otherwise, the frequency specified in paragraph 5.1.2 of this Annex C shall be sufficient.

(b) Buyer shall cause the Terminal Operator to analyse the LNG unloaded, for invoicing purposes, using the on-line gas chromatograph. The arithmetic average of the analyses from the on-line gas chromatograph, excluding those results deemed to be erroneous by the Independent Surveyor shall be reported to Seller. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller. The sampling system and laboratory analyses shall be considered for invoicing should the on-line gas chromatograph system fail.

5.1.2 In absence of a continuous sampling system, three (3) sets of spot samples shall be collected at the following intervals during the unloading, one (1) hour after the full pumping rate has been achieved, when unloading is twenty-five percent (25%), fifty percent (50%), and seventy-five percent (75%) complete and one (1) hour prior to the first pump shutdown. The Independent Surveyor who witnessed such sampling shall seal such sample bottles. The samples shall be distributed as specified in paragraph 5.1.3 of this Annex C. However, when a continuous sampling method is used, an adequate portion of the sample collected in paragraph 5.1.1(a) of this Annex C shall be transferred to at least three (3) sample cylinders, obtaining a portion of the gaseous sample during a stable period of an unloading using a dome type sampler.

5.1.3 Buyer shall use one (1) sample cylinder for the purpose of analysis in paragraph 5.2 of this Annex C. One (1) cylinder containing a gaseous sample of the LNG unloaded shall be made available for analysis by Seller or Seller's designee. At least one (1) other cylinder(s) containing a gaseous sample of each unloading shall be sealed and signed by Seller and Buyer (or their representatives) and retained by Buyer for at least thirty (30) days. In case of any dispute as to the accuracy of any analysis, the sample(s) shall be further retained until Buyer and Seller agree to retain it no longer. Sample cylinders shall be provided by Buyer.

5.1.4 If the Independent Surveyor determines that, as a result of the failure of one or both of the continuous sampling procedure or analysis, accurate results as to the composition of the unloaded LNG are not able to be determined as prescribed in paragraph 5.1.1(a)(i) of this Annex C, then the arithmetic average of the analysis results of the periodic samples, excluding those results deemed to be erroneous by the Independent Surveyor, shall be deemed to be the composition of the LNG. All the results including those results deemed to be erroneous by the Independent Surveyor shall be reported to Buyer and Seller. If neither continuous nor periodic samples are available, or if analysis fails, then the normalised arithmetic average of analysis results of the five (5) immediately preceding Cargoes from the same Loading Port (or the total Cargoes delivered if less than five (5)) from the same Loading Port shall be deemed to be the composition of the LNG. If both Buyer and Seller agree that the result of the arithmetic average does not give a fair representation of the composition of the LNG, both Parties

shall meet and decide in good faith the appropriate method to determine the composition of LNG.

5.2 Analysis Procedures

5.2.1 Buyer shall cause the Terminal Operator to analyse the LNG unloaded to determine, by an on-line gas chromatograph, the molar fractions of hydrocarbons, carbon dioxide, nitrogen and oxygen in the sample. Should the on-line gas chromatograph fail, the method used shall be the method described in the latest version of GPA 2261 current at the time of analysis or any other method agreed upon by Buyer and Seller. Duplicate runs shall be made on each sample to determine that the repeatability of peak areas are within acceptable limits. The calculated results of such duplicate runs shall be averaged.

5.2.2 ASTM D 3246 (latest edition) shall be used to determine the total sulphur content of the samples, unless Seller and Buyer mutually agree that some other method should be used. If the total sulphur content is less than five (5) milligram per Normal cubic metre, it is not necessary to analyse the sample for hydrogen sulphide.

5.2.3 ASTM D 5504 (latest edition) shall be used to determine the hydrogen sulphide content of the LNG unloaded, unless Seller and Buyer mutually agree that some other method should be used.

5.2.4 Mercury may be analysed using the latest version of ISO 6978 current at the time of analysis, unless Seller and Buyer mutually agree that some other method should be used.

5.2.5 The gas chromatography used for custody transfer shall be calibrated by Buyer (witnessed by the Independent Surveyor and/or Seller or its representative) prior to the start, and after the completion, of the bulk unloading using a standard gas supplied by a reliable and reputable manufacturer with known accuracy and traceability. The quality of the standard gas shall either be in accordance with the latest version of ISO 6142 or be in accordance with the customary practices and procedures at the Receiving Terminal which shall be certified traceable to International Standards. The composition of the standard gas shall be similar to the sample composition of the LNG. Validation of the gas chromatograph analysers shall be done by Seller in accordance with the latest version of GPA 2261 for off-line gas chromatograph analysers and ISO 10723 for on-line gas chromatograph analysers current at the time of validation or in any other way in accordance with the customary procedures of the Receiving Terminal.

5.3 Correlation Test of Analytical Equipment and Devices

5.3.1 Prior to the use of such equipment, Seller shall be entitled to perform a calibration of the gas chromatograph using standard gas in order to properly maintain the accuracy of Buyer's and the Terminal Operator's equipment and devices.

5.3.2 During normal operation, Buyer shall cause the Terminal Operator to provide chromatograph calibration gasses with composition certified by an independent third party or the relevant Competent Authority. At least once annually (unless the Parties agree to a different period), Buyer and Seller shall cooperatively conduct deviation checks to verify the accuracy of the gas composition mole percentages and resulting calculated physical properties. Buyer and Seller shall mutually agree on test protocol and test gas supplier and compositions to be utilised. When procedures that are in accordance with the above mentioned standards have been applied, test data will be considered as acceptable, if the resulting analyses are within the "Reproducibility" and "Repeatability" tolerances of GPA 2261 and calculated Gross Heating Value is within plus or minus five Btu per Standard Cubic Foot (± 5 Btu/SCF), or 0.185 Megajoules per Standard Cubic Metre (±0.185 MJ/Sm^3), of the known Gross Heating Value of the test gas samples.

6 CALCULATION OF QUANTITY UNLOADED

6.1 Calculation and calculation notations

6.1.1 The calculations to be made in accordance with this Annex C for Gross Heating Value (Volume Based) and Gross Heating Value (Mass Based) shall be carried out according to GPA 2172 (1996), using the constants as given in GPA 2145 (2009), using the Reference Condition, where the conversion from fourteen decimal six nine six (14.696) psia to fourteen decimal seven three (14.73) psia is linear. The Gross Heating Value (Volume Based) of the LNG unloaded shall be expressed in British Thermal Unit per Standard Cubic Foot and rounded to one (1) decimal place. The Gross Heating Value (Mass Based) of the LNG unloaded shall be expressed in Megajoule per kilogram, rounded to four (4) decimal places.

6.1.2 The calculations to be made in accordance with this Annex C to determine the density of the unloaded LNG, shall be carried out in accordance with ISO 6578 (1991) or the National Bureau of Standards Interagency Report 77-867. The density of the LNG unloaded at the prevailing composition and temperature shall be expressed in kilogram per cubic metre, rounded to two (2) decimal places.

6.1.3 In this paragraph 6 of this Annex C, each of the following notations has the following meaning:

(a) d = density of the LNG unloaded at the prevailing composition and temperature T_L, in kg/cubic metre, calculated in accordance with the method specified in paragraph 6.1.2 of this Annex C, rounded to two (2) decimal places;

(b) Hm = Gross Heating Value (Mass Based) of the LNG unloaded, in MJ/kg, calculated in accordance with the method specified in paragraph 6.1.1 of this Annex C at the Reference Condition, rounded to four (4) decimal places;

(c) P = the average absolute pressure of vapour in the LNG Carrier in the LNG tank(s) immediately after unloading in whole millibar as specified in paragraph 4.4 of this Annex C;

(d) Q = the Quantity Delivered in MMBtu, rounded to the nearest ten (10) MMBtu;

(e) T_L = average temperature of the LNG in the LNG Carrier immediately before unloading, in degrees Celsius, rounded to one (1) decimal place, as specified in paragraph 4.3.1 of this Annex C;

(f) T_V = average temperature of the vapour in the LNG tank(s) in the LNG Carrier immediately after unloading, in degrees Celsius, rounded to one (1) decimal place, as specified in paragraph 4.3.2 of this Annex C;

(g) Vb = the volume of the LNG in the LNG Carrier immediately before unloading, in cubic metres, rounded to three (3) decimal places, as specified in paragraph 4.7 of this Annex C;

(h) Vh = the volume of the LNG in the LNG Carrier immediately after unloading, in cubic metres, rounded to three (3) decimal places, as specified in paragraph 4.7 of this Annex C; and

(i) V = the total volume of the LNG unloaded, in cubic metres, as specified in paragraph 4.7 of this Annex C.

6.2 Calculation of the Quantity Delivered in BTU

6.2.1 The Quantity Delivered shall be calculated using the following formula:

$$\boldsymbol{Q = \frac{1}{1055.056} \times \left[V \times d \times Hm - \left(V \times \frac{288.60}{273.15 + Tv} \times \frac{P}{1015.60} \times 37.4\right)\right] - Egas}$$

Where

Egas = the energy of the gas consumed in the LNG carrier's engine room (also including all gas burnt by the ship for any other use/ boil off (including temperature/ pressure management)) during the time between opening and closing custody transfer surveys.

PORT QASIM AUTHORITY

STANDARD OPERATING PROCEDURES FOR OPERATING LNG CARRIERS

PQA Notice 001/ 15 Dated 11th April 2015

(Addendum to Port Qasim Regulations 1981)

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The following Standard Operating Procedures (SOPs) have been developed for the operation of Liquefied Natural Gas (LNG) vessels within the limits of Port Qasim and its approaches.

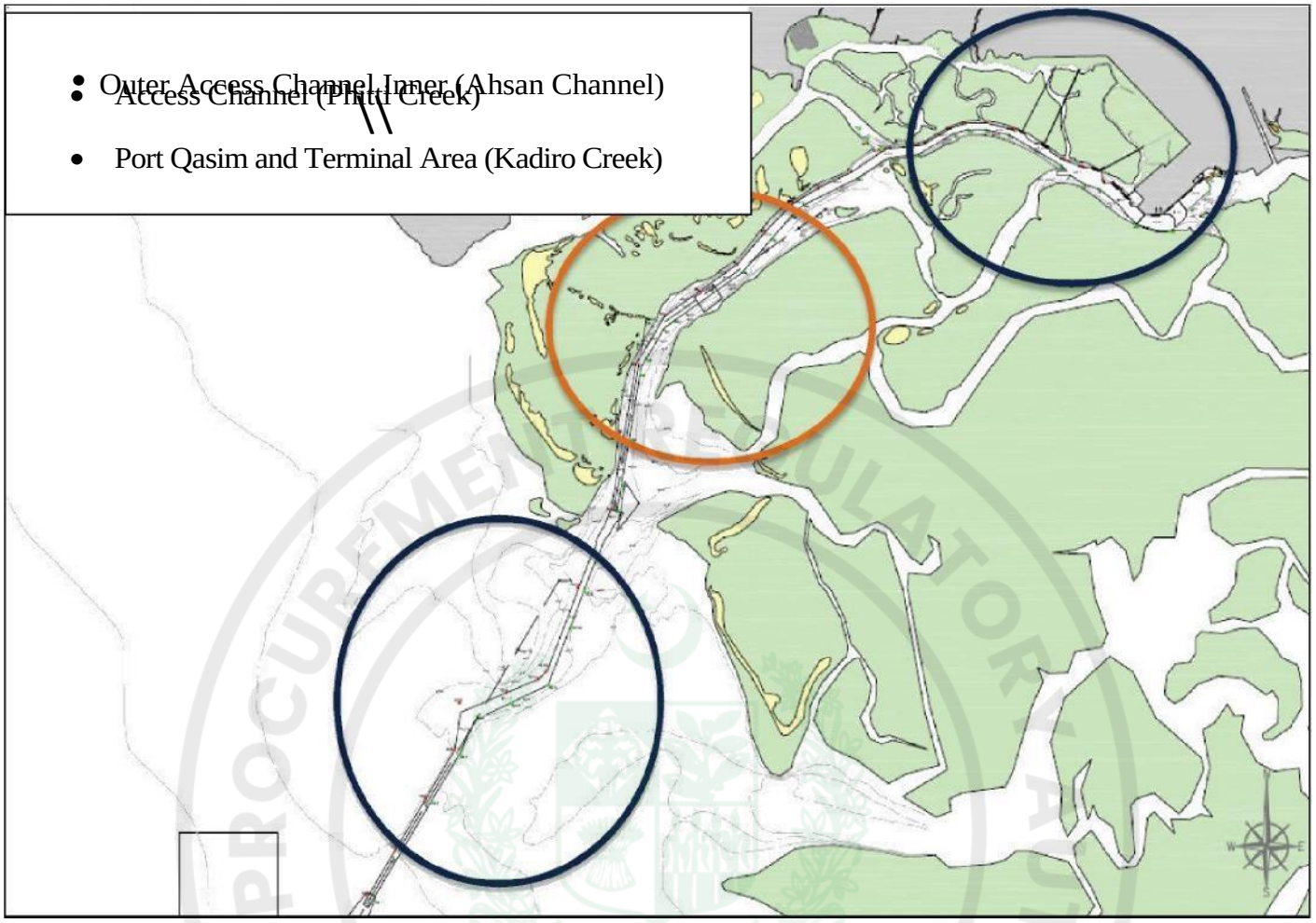
These SOPs have been developed for LNG carriers calling at Port Qasim. In order to remain compliant with the Pakistan LNG Policy 2011, the LNG carriers with dimensions given in the current Notice to Mariners will be allowed to enter the Port without any dispensation.

In cases where the LNG carriers exceed the given parameters in the current Notice to Mariners, Port Qasim Authority has been authorized to grant dispensations for such vessels from time to time to enter the channel and berth at the LNG Terminals located within the Port.

Based on recommendations of simulation study carried out at "SiPORT 21" in February 2015, the LNG vessels of up to 217,000 m3 cargo capacity having maximum LOA of 315 meters and maximum Beam of 50 meters with arrival laden drafts varying from 10.8 meters to 11.50 meters can be considered. The corresponding wave heights at these drafts are limited between 2.0 meters to 1.2 meters respectively prevailing at the mouth of the channel entrance (Ahsan channel). Other factors including the existing port regulations, practices and traffic patterns of the port are also considered in the development of these SOPs.

These SOPs are to be read in conjunction with the existing Port Qasim Regulations 1981, PQA Act 1973 and current Notice to Mariners. The PQA Regulation 1981 and the PQA Act 1973 are to be incorporated in the comprehensive Operations Handbook to be prepared, duly approved by the PQA and issued by each of the LNG Terminals located within the jurisdiction of Port Qasim Authority.

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Masters of all ships' using LNG Terminal will be required to sign a copy of the Conditions of Use (COU) and the Marine Services Certificate (MSC) in acknowledgment of the ship's responsibilities and liabilities whilst using the Tug boats, Pilot boats and Terminal etc. prior transiting the Port channel. Copies of both these documents are attached to this document as Appendix 1 & 2. For tandem tethered towage the vessels will be equipped with adequate bollards and fairleads with the required capacity and configuration for indirect mode of operation of the escort tugs;

1. Upon departure of LNG carriers from the load port the Master shall communicate arrival information to the Port Qasim Control through local Agents according to the following requirements:
    - Name and particulars of the LNG Carrier with arrival draft
    - Loading port of the LNG Carrier
    - Time and date when LNG loading was completed

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- The quantity and quality of LNG loaded and the portion of such quantity to be unloaded at the terminal in Port Qasim, if less than the full quantity
- ETA Notice of the LNG Carrier shall be updated (as the case may be) at intervals of 72, 48, 24, 12& 6 hours prior to vessel's arrival at Port Qasim.

2. If the cargo to be unloaded has been acquired or diverted to the Terminal in Port Qasim, after the departure of the LNG Carrier from the load port or after the relevant time specified above, then the ETA Notice shall be submitted as soon as possible after such acquisition or diversion, but in any event taking into account any applicable requirement for the final time by which the arrival of LNG Carrier shall be notified to the Port Qasim Authority.

3. When in VHF range of the Port Qasim Control, the LNG Carrier shall contact and maintain a listening watch on the Port Qasim Control VHF Operating Channels.

4. Upon arrival at Pilot Station: Notice of Readiness (N/R)
The notice of readiness is issued by the Master of the Vessel on behalf of the Shippers, Charters or Owner, when the Vessel has arrived at the Arrival Point, has received all necessary Port Clearances and is ready in all respect to proceed to the berth for unloading operations.

- Vessel's name and IMO number.
- Date and Time.
- All equipment's are in good order.
- Vessels ready to unload in all points.

5. Communication Information

- All communications between the Ship and shore shall be conducted in the English language.
- All pre-arrival information shall be communicated by the Master of the vessel to the Port Qasim Authority through the local shipping agent of the vessel.
- VHF "Operating Channels" Channel 10 or 16 all round the clock. Port Qasim Call Sign: PORT QASIM PORT CONTROL
- Harbor Master Office:+92-21-99272172
- Office Hour Phone: +92 21 – 9927 2111-20 Ext. 4294 Mobile No. : 0092-3012490108 for local dialing: 0301-2490108 Dock Master Office: 92-21- 99272111-20 Ext. 4295
- Operation Room Officer(ORO): 92-21-99272174 & 99272111Ext. 4269

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- PORT FACILITY SECURITY OFFICER' (PFSO)

PFSO Name:	Colonel (Retd) Tanveer Farooqui
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6. The LNG carriers calling at Port Qasim shall have an International Association of Classification Societies, (IACS) Rating of a minimum Condition Assessment Program (CAP) 2 for vessels 15 years and older. The following checks and tests shall be carried out successfully on board the LNG Carrier according to the specified intervals and duly recorded one day prior to the estimated time of arrival at the Fairway buoy:

   - IMO Water Spray systems……Within three months prior to vessel's arrival
   - Fire pump ……Within one week prior to vessel's arrival
   - Inert condition of annular space, primary and secondary space if applicable…..At all times
   - Operation of cargo system remote control valves and their position indicators ...Within one week prior to vessel's arrival.
   - Alarm function of fixed gas detection equipment Within one week prior to vessel's arrival
   - Primary custody transfer and alarm set points .....Within one week prior to vessel's arrival
   - Operation of the ESD system ..... Within 48 hours prior to vessel's arrival

7. Through the vessel's Agents, the Masters are obliged to immediately report to the Harbor Master any defects or deficiencies that may affect the safety or the performance of operations to be conducted while the LNG Carrier is within the Port limits/or when the LNG Carrier is at the Terminal.

8. LNG vessels may arrive at Port Qasim Anchorage at any time of the day or night. If required to await berthing at the anchorage, the vessels

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are to drop their anchors at the designated anchorages for LNG vessels at positions shown below:

PETROLEUM WAITING ANCHORAGE

- LAT: 24° 30'.00 N -- LONG: 066° 56' .00 E
- LAT: 24° 30'.00 N -- LONG: 066° 58' .00 E
- LAT: 24° 28'.00 N -- LONG: 066° 56' .00 E
- LAT: 24° 28'.00 N -- LONG: 066° 58'.00 E

GAS TANKER WAITING ANCHORAGE

- LAT: 24° 28'.00 N -- LONG: 066° 56' .00 E
- LAT: 24° 28'.00 N -- LONG: 066° 58' .00 E
- LAT: 24° 26'.00 N -- LONG: 066° 56' .00 E
- LAT: 24° 26'.00 N -- LONG: 066° 58'.00 E

The Master of the LNG ship will tender his Notice of Arrival at the Gas Tanker Anchorage or on boarding of the Pilots – whichever is earlier, for registration with PQA Control. Embarkation of Pilots onboard the LNG carriers will take effect prior to vessel's entry in the Ahsan channel about 2.5 miles SW of the Fairway Buoy. During the South West Monsoon season or in bad weather conditions, the Pilots may board the inbound vessel through Tugboats instead of Pilot Boats.

9. Pilot allocation will be two Pilots for the transit (in and out). A third berthing pilot will embark on the vessel while she approaches the harbor area to safely berth the vessel alongside. Depending on the duration of the stay of Pilots onboard a due consideration will be given to their rest period and if necessary they will be relieved accordingly without causing any delays to the vessel.

10. As shown in the picture on top of this document, the Port Qasim navigation channel is divided in three legs. The outermost leg (Ahsan Channel) starts from the entry in the Port near the Fairway Buoy and connects with the Phitti Creek at Buoy # B-1/B-2. Phitti Creek (Inner channel) ends in the Kadiro Creek at Buoy G-1/G-2, which extends into Gharo Creek where the Terminal, Turning Basins and the berthing areas of the Port are located.

11. LNG vessels shall transit the Channels escorted by a speed boat carrying armed guards and two tugs at speeds up to about 10 knots in the water with the stern tug made fast, the decision as to when and where to make the tugs fast will be made after consultation between the Pilots

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and the Master. Preferably, one of the escort tugs to be attached on the stern for inbound and outbound transits of the Port.

12. The following procedures for entering and navigating the three legs of the channel have been developed and are to be complied with:
    a. The LNG carrier to enter the Ahsan channel about two to three hours prior to the top of the High Water provided the transit through the channel to the berth can be completed during daylight hours.
    b. The LNG carrier is allowed to enter the channel all-round the year including the South West Monsoons (approximately 15th May – 15th September) under controlled and closely monitored conditions.
    c. The water density of the PQA channel varies with the location and environment ranging between 1.023 to 1.027.
    d. Draft of the vessels have to be controlled to meet the PIANC guidelines for the channel which gives the guidance for under-keel clearance depending on High Water Level linked to the height of waves that can exceed 2 meters during the SW Monsoon season. After boarding of the Pilots and prior to commencing the passage in Ahsan channel, one escort tug is to be in attendance at the astern. For the tugs to render effectively they have to operate during wave heights limited to 2 meters. A second escort Tug will stay close to the LNGC at a safe distance to render any required assistance in case of emergencies. The draft of the LNG vessel has to be maintained between 11.5 meters to 10.8 meters at the starting point of Ahsan Channel according to the following scale of wave heights:
        i. Wave Height 2.0 Meters ..... Arrival Draft 10.8 meters
        ii. Wave Height 1.2 Meters ..... Arrival Draft 11.5 meter

    The speed limit of the vessel at the starting point of the Ahsan Channel is about 10 knots in water. For Ahsan Channel arrival maneuvers the wind is to be 20 knots (mean).

14. LNG vessels will not be handled in weather conditions that make operations hazardous (typically wind speeds in excess of 25 knots and wave heights constantly above 2.0m). The actual weather conditions to

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be determined at the time of the maneuver. Initiating of transit is prohibited if the visibility is less than 2 mile.

15. If weather conditions deteriorate in the Channel, where wave exposure is higher (wave conditions greater than Hs 2.0m) such that there is a concern over the safety of tugs, a single escort tug attached to the transom may be deployed with the second tug in passive escort mode. One or more of the following practices shall also be adopted:

    - the speed through the water is reduced to 8 knots or less in the outer channel transit; OR
    - the planned transit of the outer channels will be undertaken on a stemming tide; OR
    - the LNG vessel waits until weather conditions improve.

16. No passing shall take place between an LNG vessel and any vessel other than controlled craft/s during the transit through the Channel area. However, controlled passing with other vessels may be permitted by the PQA under special circumstances provided the LNG vessel is anchored at the side of the channel at passing bay or at turning basin and is attended by tugs.

17. Separation between LNG vessels and other vessels in the Channel in the same direction shall be minimum one (1) hour for all type of vessels throughout the transit. The draft of the vessel and the escort tug assistance allows for the option of safely aborting the transit at either IOCB or QICT turning basins, being the contingency anchorages or waiting in channel with tugs in attendance.

18. LNG vessels to have Electronic Chart Display and Information System (ECDIS).

19. During passage through Phitti Creek the limits of environmental conditions, vessel movement and Tugs assistance is expected to remain as above. However, the senior Pilot and Master will make necessary adjustments depending on the actual conditions prevailing in the channel during passage.

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20. On transiting from Phitti Creek to Kadiro Creek the speed will be maintained between 10 to 6 knots at the discretion of the Senior Pilot in conjunction with the Master taking in to account the prevailing weather conditions. The two escort tugs will follow and assist in swinging and berthing the vessel. In addition, two other LNG Tugs will join to assist with the swinging and berthing the vessel as per the requirements of the Pilots.

21. By the time the LNG carrier arrives near the Terminal located within the Gharo Creek, there will be Slack Flood tide running that would be suitable to swing the vessel for bringing her in the required starboard side alongside to the FSRU for discharging her cargo in a ship to ship mode. This is also necessary in order to have the vessel heading in outward bound direction, in case she has to depart during an emergency.

22. The Pilot to make a careful assessment of the prevailing wind, wave, tide and the current condition. If considered safe, the Pilot after consulting with the Master of the ship may decide to swing the vessel in slight ebb tide on arrival at the turning basin. Otherwise, the vessel to be anchored at the turning basin waiting for the Flood tide.

23. Whether the LNG vessel is swung to port or starboard is at the discretion of the ship's Pilot and Master.

24. For normal operations a minimum Under Keel Clearance (UKC) of 10% of the vessel's arrival draft shall be retained throughout vessel arrivals and departures in fair weather. During SW monsoons or bad weather when wave heights 2.0 M, then this requirement will increase to 15% when entering the Ahsan Channel. A UKC of 1.2m is the minimum deemed satisfactory for swinging on arrival and departure for LNG vessels with drafts up to 11.50 meters.

25. A berthing display board (rate, angle, distance off berth) located on wharf shall be provided to be visible from the LNG vessel's bridge in all conditions of daylight and dark. However, since this cannot be arranged on an FSRU for STS operation. The LNG vessel shall carry

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reliable PPU or other equipment to assist the Pilot in determining the distance of the berth and the speed of the vessel while approaching the FSRU/Berth for mooring.

26. On departure from the Terminal, two tugs will be released in the vicinity of Turning Basin. The remaining two tugs will escort the vessel outbound.

27. While the FSRU is in operation alongside the Terminal jetty, a Tug with firefighting capabilities will remain stand-by at all times with a 30 minutes response time.

28. An additional tug- Guard tug with full fire-fighting capability will be on station at the Terminal whilst an LNG vessel is at the berth alongside the FSRU Pilots will not be required to remain onboard an LNG vessel whilst alongside the FSRU but must be available within the time specified for the second tug to be in attendance.

29. In the short term, the passing ship's speed is to be managed as per conclusions of the Artelia study* copied below.

Passing distance (from toe line)	**Passing by Speed (Ground Speed)**	**Differential motion in reference to the berth**	**Max wind speeds**	**Remarks**
0 meters	**6kts**	**0.6 meters**	**25kts from SW**	**-**
0 meters	**8kts**	**< 2 meters**	**25kts from SW**	**-**
0 meters	**8kts**	**< 2 meters**	**25kts from any direction**	**-**

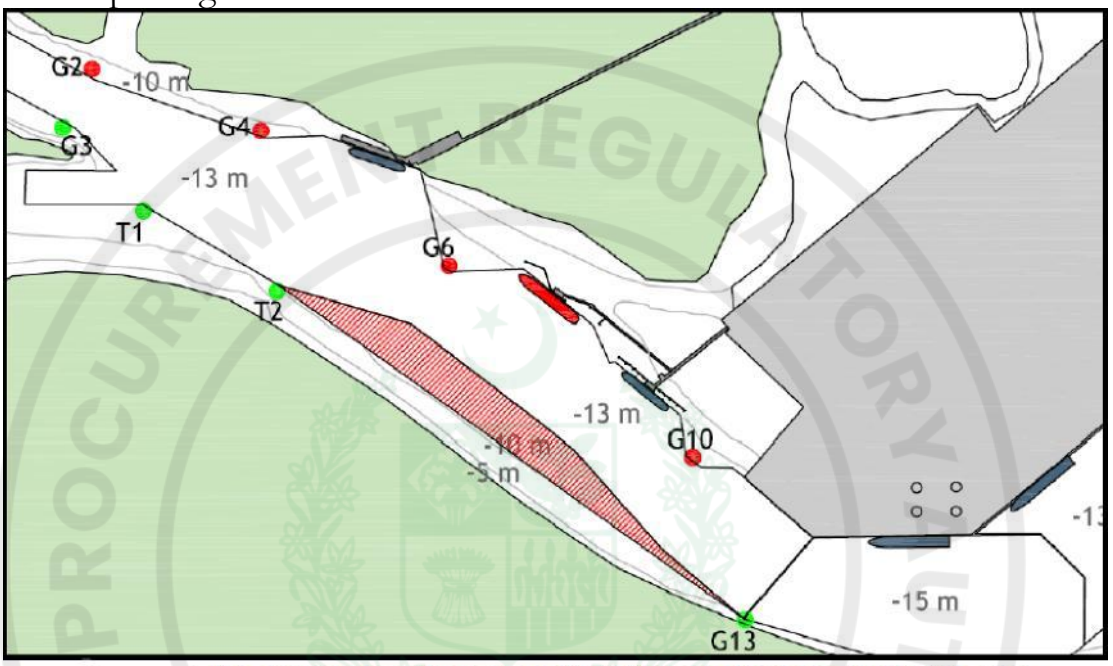
Passing distance (from toe line)	**Passing by Speed (Ground Speed)**	**Differential motion between the 2 moored vessels**	**Max wind speeds**	**Remarks**
0 meters	**6kts**	**1 meters**	**25kts from SW**	**-**
40 meters	**6kts**	**< 2 meters**	**15kts from any direction including NE**	**Will be confirmed in final version of study**

** Study conclusions received by Qatargas on 16th March'15*

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This limitation is for the vessel greater than or equal to 310 meters LOA vessel, for smaller vessel (total 85% of Port Operations) results for passing by vessels will be much better.

In the longer term, recommendations are to perform dredging operations opposite of the terminal (Buoy T2 to G13) in order to increase the width of the fairway in front of ETPL jetty. This will allow increased passing distances for vessels in this area.



Recommended channel modifications to increase navigable area

FMBS studies of Feb'15 recommend additional dredging in the longer term to increase the navigable area at the

30. In case where an emergency departure from the berth is necessary, two tugs and a Pilot will be required to un-berth the LNG carrier. Since the vessel will be undergoing cargo operations, she would be pulled away from the FSRU by the two attending tugs after the activation of ERC (to release cargo discharge hoses) and the quick release of mooring hooks on the mooring dolphins and the FSRU, within a short time. The LNG vessel will be removed from the FSRU berth and held in the Turning Basin (contingency anchorage) to await the arrival of additional tugs and Pilots to safely assist her in holding the vessel or for safe departure from the Turning Basin, as necessary. The LNG carrier and the FSRU shall have a dedicated Pilot cabin available for the Pilot at all times.

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31. Operating parameters covering LNG vessel e.g. draft/daylight hour, operation/environmental conditions etc. will be set at a restricted level in the early stages of an LNG Operations. These parameters will be reviewed during the 'settling in period'(after monsoon) where the working results can be validated against the simulation results in order to mirror or modify the "operational condition requirements" determined during simulation.

32. Once validation has been completed, then it is expected that LNG vessels will be handled during the hours of darkness subject to suitable weather conditions (simulated first).

33. On departure of LNG Carrier from the Terminal during SW Monsoons or bad weather conditions, the LNG carrier shall provide good lee for the disembarkation of Pilots off the Fairway Buoy. In case, the Pilots are unable to disembark safely from the LNG carrier outbound, then the Pilots will remain onboard and repatriated from the next available disembarkation point with minimal deviation and delay to the vessel on Owner's account. This arrangement, if found necessary, will be made in close coordination between the PQA, the vessels Agents and the Owners of the LNG Carriers.

34. Subject to meeting all the other requirements, the entry of the vessel into the PQA channel on her arrival and the departure from the berth will only commence during daylight hours when it is estimated that the vessel transit will also be completed during daylight hours.

35. Vessel scheduling:
    Priority of shipping will remain as per published Port Regulations 1981. Ship scheduling will be carried out as at present by the PQA ship schedulers and in accordance with the following principles:
    a. LNG Vessels will advise their ETAs 48/24/12 and 6 hours prior to arrival at the Fairway Buoy..
    b. The ship scheduler will schedule the berthing of the LNG vessel after vessel's ETA is confirmed by the vessel's local agents requesting berth and embarkation of the pilot. This would however depend on the availability of the time slot in consultation with the port and the required environmental conditions.

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c. All vessel movements shall be subject to the approval of the PQA. LNG vessels that miss their time slot will be allocated the next available time slot that fits in with other port movements;

36. Additional parameters may be placed on operations at individual terminals as circumstances dictate.

37. These SOPs will be reviewed on a regular basis as the LNG trade continues to develop and may be varied from time to time as considered necessary.

38. Emergency Procedures: The following Terminal information related to "Emergency Signals and Procedures" should be made available to all personnel, on board, involved in the cargo handling or de-ballasting operations at the LNG terminal:
    (a) Fire in the terminal
    (b) Major Emergency requiring evacuation of terminal
    (c) Fire On Board
    (d) Medical Emergency On-Board
    (e) Emergency Escape Route
    (f) Lightening
    (g) Safety Clothing: All ship's personnel working on deck must wear the appropriate Personal Protective Equipment

39. Emergency (remote) Mooring Hooks Release: The Terminal Operator is responsible for the operation of the mooring hooks. Under normal circumstances, only manual (local) activation of the hook releases is permitted and this operation is to be conducted by the mooring crew of Terminal Operator. In emergency situations, the mooring hooks may be remotely released by the Terminal. For emergency releases, the following procedure must be complied with:

    - The Terminal, after receiving clear instructions from the Master shall immediately request verbal confirmation for the emergency release from the Harbor Authorities, or PQA Operation Room Officer (ORO).
    - The Harbor Authorities or Port Operation Room Officer (ORO) shall confirm emergency release.

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- The sequence of hook release indicated by the Ship's Master/Pilot must be strictly adhered to.

40. Emergency Contact Numbers (From Ship to Shore)
Hot line between Ship and shore:

a. Operations Room Officer: 021-99272174

b. Jetty Control Room: 021-34730114 & 021-34243230

c. Fire Station : 021 99272145

d. Medical Centre : 021 99272111-30 (Ext 4275)

e. Security (Main Gate) : 021 9927214511-30

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PORT QASIM AUTHORITY

Condition of Use for LNG CARRIERS

Dated 11th April 2015
Annex 1

to Standard Operating Procedures for LNG Carriers in Port Qasim

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CONDITIONS OF USE

All facilities and assistance of any kind whatsoever provided by the Port Qasim Authority (PQA) or its Representative/s to LNG carriers visiting Port Qasim for any purpose whatsoever are subject to the following Conditions of Use (Conditions). These conditions are applicable regardless of whether or not any or all charges/costs are paid or are actually or impliedly due from or on account of any visiting vessels of any flag. Without prejudice to the generality of the foregoing, the following shall be deemed to have been specifically accepted by any vessel visiting Port Qasim regardless of whether such acceptance is specific, in writing or otherwise.

For the purpose of these Conditions, the following definitions or interpretations shall apply:

1. Interpretations and Definitions

1.1 "Port" - means Port Muhammed Bin Qasim, Karachi, Pakistan.

1.2 "Port Facilities" means all the infrastructure, equipment and installations at the Port which includes, but is not limited to, channels, channel markings, buoys, jetties, berths lines, gangways and bunkering facilities or the unloading facilities at the LNG Terminals in Port Qasim.

1.3 "Port Services" means any service rendered by the PQA or by the PQA Representative/s which included, but is not limited to, mooring or unmooring or raising or lowering of the loading lines or loading or discharging or otherwise, but excluding towage services which are covered in attached Annex 2 – Marine Service Certificate.

1.4 "Terminal" – means the dedicated LNG Terminal as defined in the respective Implementations Agreements between PQA and LNG Terminal developers/ operators.

1.5 "FSRU" - means vessel built as a floating storage and re-gasification unit or LNG Carrier converted to FSRU.

1.6 "LNG Carrier" – means LNG Carriers or vessel.

1.7 Reference to LNG Carrier(s) includes FSRU(s)

2. Acceptance of LNG Carrier

2.1 All LNG Carriers calling at Port or any of the LNG Terminals are subject to acceptance by PQA and must be in compliance with International Standards **[**which means the standards and practices from time to time in force applicable to the ownership, design, equipment, operation or maintenance of LNG Carriers established by the rules of one of the

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International Association of Classification Societies (IACS) member Classification Society with no outstanding Surveys & Condition of Class or as may otherwise be acceptable to PQA, the conventions, rules, guidelines and regulations laid down by the International Maritime Organization (IMO), the Oil Companies International Marine Forum (OCIMF), International Group of Liquefied Natural Gas Importers (GIIGNL), Society of International Gas Carriers and Terminal Operators (SIGTTO) or any successor body of the same and any other internationally recognized agency or organization with whose standards and practices it is customary for international operators of such vessels or terminals to comply, including holding a recent OCIMF Ship Inspection Reporting system (SIRE) report with no adverse observations.**]**

2.2 PQA's decision whether to allow a LNG Carrier to berth at the Terminal may also depend upon any of the prevailing or forecasted environmental conditions, as well as the size, trim, and handling qualities of the LNG Carrier.

2.3 Should a LNG Carrier be rejected by PQA for any reason, PQA will supply the LNG Carrier's Master or the Ship's Agent with written reasons for the rejection. PQA overridingly reserves the right at all times to direct a LNG Carrier to leave the Port or the Terminal if the Harbor Master determines that the continued presence of the LNG Carrier poses a risk or danger to the Port safety or the environment. In such circumstances, where possible, the LNG Carrier's Master will first be consulted.

3 Master's Responsibility

The Master of an LNG Carrier calling at the Port or Terminal is solely responsible on behalf of its owners, operators or charterers for the safe navigation and operation of their LNG Carrier. Nothing contained in the Port or Terminal Regulations relieves a Master of his responsibilities including taking precautions to prevent:

- fire / LNG release
- tank over pressurization or vacuum
- grounding and damage to Port Facility
- environmental pollution

The Master remains at all times fully responsible for the LNG Carrier and for its complement, including crew and any supernumeraries. The PQA (including its servants, agents and contractors) shall, in any way, not be responsible for the availability or provision of support services contracted by or on behalf of the LNG Carrier with parties other than PQA and not included in the Port Charges.

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4. Agency

PQA and its personnel do not perform any LNG Carrier agency functions. The LNG Carrier's owner or the LNG Carrier Operator must arrange for a Ship's Agent or any other local agency services. It is recognized that a representative of the agency may need to board or be onboard the LNG Carrier.

5. Government Officials

It is recognized that Pakistan government officials may need to attend onboard the LNG Carrier within Port or the premises of the Terminal and that these may include:

- Customs Officer, Immigration Officer
- Maritime Authorities' representative / Coast Guard

The LNG Carrier or the Ship's Agent should advise the PQA and the Terminal when such need arises.

6. Anti-Pollution

It is the responsibility of the LNG Carrier's Master to prevent pollution and to ensure that the LNG Carrier complies with all applicable laws and regulations in relation to cargo, bunkers, bilge water, sewage, dirty ballast, plastics, garbage, or any other materials that may cause pollution of the sea or atmosphere. The LNG Carrier must have in place a Shipboard Oil Pollution Emergency Plan (SOPEP) approved by its flag state and have records to substantiate that the personnel onboard have received training and are proficient in responding to emergency situations.

Any fines imposed by any administration or government for pollution arising from or caused by the LNG Carrier or for which the LNG Carrier is liable for under any applicable law, shall be for the account of and remain with the LNG Carrier (including its owner, operator, manager or Master).

7. PQA Hours of Operation

Subject to the prevailing and expected sea and weather conditions, and at the full discretion of the Harbor Master or representative of Port Qasim Authority, all movements of LNG Carriers in the navigation channel and the Terminal is restricted to daylight hours only.

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8. Marine Terminal Closure

Port Qasim Authority may direct the suspension of the Port or Terminal operations due to adverse prevailing or expected sea or weather conditions or otherwise based upon the decision by the Harbor Master with consultation of the Terminal Manager. The Terminal will keep the LNG Carrier informed about the times during which the Port or Terminal operations are to remain suspended. LNG Carriers required to leave the Port or Terminal during periods of Terminal closure must maintain contact with the Port and the Terminal via VHF so as to be ready and available when the Terminal becomes operational again. The PQA (including its servants, agents and contractors) shall not be in any way be liable for any financial losses as a result of delay, suspension or refusal to permit cargo operations under this clause .

9. Port Services

9.1 All movements in the navigation channel and the Terminal inclusive of berthing, mooring, and unmooring operations are to be conducted with the PQA Authority's approved Pilot(s) on-board. Notwithstanding the presence of a Pilot, the Master always remains in command of the LNG Carrier and is responsible for its safe navigation and operation. Whilst the PQA shall exercise reasonable care, skill and diligence to ensure the proper rendering of Port Services and provision of Port Facilities to the Ship, the PQA shall not be responsible for any injury or death of personnel, loss or damage to the Ship actual or consequential which is related to the use of the Port Services and Facilities by the Ship regardless of any act omission fault or neglect on the part of the PQA.

9.2 The PQA shall not be responsible for the acts, omissions and neglect of its servants or agents relating to any loss or damage to the Ship or any loss, injury or death suffered by the Master, Officers or Crew.

9.3 The PQA shall not be responsible to the ship for any loss related to strikes or other labor disturbances whether the PQA, its Servants or Agents are parties thereto or not.

9.4 The Master and the Owner shall hold harmless and indemnify the PQA against any claim, cost or expense arising from:

9.4.1 any loss suffered by the PQA with respect to damage to the Port Facilities, Injury or Loss of Life of its personnel which is related

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to the use of the Port by the Ship and which involves the fault, wholly or partially, of the Master, officers or crew, including negligent navigation;

9.4.2 any loss suffered by third parties with respect to damage to their property, loss of life or injury to their personnel which is related to the use of the Port by the Ship and which involves the fault, wholly or partially, of the Master, officers or crew, including negligent navigation;

9.4.3 any loss suffered by the PQA with respect to a hazard under paragraph 12 hereof;

9.4.4 any Loss or Damage to the Ship while in Port, including consequential losses and all claims, damages and costs arising therefrom, regardless of any act, omission, fault or neglect on the part of the PQA, and

9.4.5 any Personnel Injury. Loss of Life or Property Loss suffered by the Master: officers or crew: of the Ship while in Port, including consequential losses and all claims, damages and costs arising therefrom, regardless of any act, omission, fault or neglect on the part of the PQA.

10. Drugs and Alcohol

As part of the prequalification requirements before the LNG Carrier is permitted to call at the Port or Terminal the owners or operators of the LNG Carrier must have in place an effective drug and alcohol abuse policy, a copy of which must be posted onboard. This drug and alcohol abuse policy must meet or exceed the standards specified in the OCIMF 'Guidelines for the Control of Drugs and Alcohol Onboard LNG Carrier'. Whilst the LNG Carrier is within the PQA operational limits, this drug and alcohol abuse policy must be strictly observed and the LNG Carrier's Master must ensure that no restricted drugs (other than those in the medical locker) are onboard and that no alcohol is used or is available for use.

Note: the LNG Carrier's crew is reminded that they must have a zero blood alcohol level.

11. Visitors attending the LNG Carrier

The LNG Carrier (including its owners, operator or Master) shall be responsible for ensuring that all visitors attending within the Port or Terminal premises, including representatives of Users, PQA, independent surveyors and Ship's Agents, fully comply with the Port or Terminal

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Regulations and other procedures. The PQA personnel that need to attend or remain onboard the LNG Carrier during berthing and off-loading operations shall be provided with food and accommodation of the standard usually provided for the LNG Carrier's senior officers.

12. Removal of Wrecks

If the Ship or any object on board becomes, or is likely to become, an obstruction, threat, or danger to navigation, operations, safety, health., environment or security of the Port (a "hazard'), the Master and the Owner shall, at the option of the Port Management, take immediate action to clear, remove or rectify the hazard as the Port Management may direct, or the Port Management shall be entitled to take such measures as it may deem appropriate to clear, remove or rectify the hazard and the Master and Owner shall be responsible for all costs and expenses associated therewith.

13. Provision of Services

13.1 Compliance with laws: all services, facilities and assistance provided by or on behalf of PQA, its servants or contractors their parent companies, subsidiaries, or affiliates, or its or their servants, agents, or contractors whether or not any charge is made by PQA thereof are provided subject to the Port and Terminal Regulations and all applicable laws and regulations for the time being in force.

13.2 The PQA Representative on LNG Carrier: the services of the PQA Representative are provided to the LNG Carrier with the express understanding and condition that the PQA Representative becomes for such purposes the agents/servant of the LNG Carrier (including its owners, operator and charterers) and the PQA (including its servants, agents and contractors) shall not in any way be liable for any loss, damage or personal injury (of any nature whatsoever including death) incurred by any person whomsoever, resulting from or in any way contributory to or connected with, the advice or assistance given or for any action taken by the PQA , whether negligent or otherwise.

13.3 LNG Carrier Navigation: in all circumstances the Master of the LNG Carrier shall remain solely responsible on behalf of its owners, operators or charterers for the navigation and operation of the LNG Carrier. The PQA (including its servants, agents and contractors) shall in no way whatsoever be responsible or liable for any contribution with respect to any loss, damage, or delay from whatsoever cause arising whether directly or indirectly in consequence of any assistance, advice or instructions whatsoever given or tendered in respect of any vessel whether by way of the provision of navigation facilities (including berthing aids) or otherwise howsoever.

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14. Changes to the Conditions of Use

By signing these Conditions of Use, the LNG Carrier including its owners, operator and Master are bound by the Conditions of Use then in force and any changes that:

- were already scheduled to come into force and for which advance notice has been given
- arise from the coming into force of new legal or statutory provisions or regulations issued by the Port Qasim Authority or other competent bodies that have, or may have, a direct or indirect influence on the Port or Terminal or its operation; such new provisions or regulations shall be applied fully from the date of their entry into force.
- Where changes to any part of the Conditions of Use are made no compensation of any sort shall be due.

15. Pollution

The LNG Carrier shall be entered with the International Tanker Owners Pollution Federation Limited (ITOPF). For any oil pollution caused by the LNG Carrier, its Master, or crew, the LNG Carrier and its owners shall protect, defend, indemnify, and hold harmless PQA from and against any loss, damage, liability, suit, claim, or expense arising there from.

16. Parties and Related Parties

It is hereby expressly agreed that no servant or agent of PQA shall be under any liability whatsoever for any loss, damage, or delay of whatsoever kind arising or resulting directly or indirectly from any act or neglect or default on its part while acting in the course of or in connection with its employment. Without prejudice to the generality of the foregoing provisions in this Article, every exemption, limitation, condition, and liability herein contained and every right, exemption from liability, defense, and immunity of whatsoever nature applicable to PQA or to which PQA is entitled hereunder shall also be available and shall extend to protect every such servant or agent of PQA acting as aforesaid, and for the purpose of all the foregoing provisions of this clause, PQA is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be

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its servants or agents from time to time, and all such persons shall to this extent be or be deemed to be parties to this agreement.

17. Resolution of Disputes

Any dispute or differences of any kind whatsoever ("the Dispute") arising out of or in connection with Port or Terminal Regulations, including these Conditions of Use, shall (regardless of the nature of the Dispute) be referred to arbitration by arbitrators one to be appointed by each party and an umpire appointed jointly by the arbitrators before entering upon the reference in accordance with Pakistan Arbitration Act, 1940 and any amendment or re-enactment thereof. The venue of the arbitration shall be the city of Karachi, Pakistan and the arbitration proceeding shall be held in English language.

18. Governing Law and Jurisdiction

The Port and Terminal Regulations, including these Conditions of use, shall in all respects be read and construed and shall operate in conformity with the Laws of Pakistan and subject to Resolution of Disputes by arbitration provided herein the courts at Karachi, Pakistan shall have sole jurisdiction for adjudicating any disputes hereunder.

Name of the Ship

Name of the Master _____ Ships Stamp

Signature of the Master_____

Dated _____

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PORT QASIM AUTHORITY

Marine Service Certificate

for

LNG CARRIERS

Dated 11th April 2015

Annex 2

to Standard Operating Procedures for LNG Carriers in Port Qasim

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MARINE SERVICES CERTIFICATE

Towage pilot transfer and pilotage
(Marine Services)

Towage and Pilot Transfer

All towage and Pilot transfer services to be provided by PQA Crafts, SMIT Lamnalco / Seamax Marine Services on behalf of Port Qasim Authority within their jurisdiction are subject to the United Kingdom Standard Towage Conditions (1986 edition and following amendments) UKSTC.

Pilotage

At all times the master of the vessel remains responsible for the safety and proper navigation of the vessel. The pilot and Port Qasim Authorites shall be without any responsibility or liability whatsoever, for damage arising directly or indirectly from the advice and actions from the pilot regarding the pilot's services rendered to the vessel regardless of any gross negligence or willful misconduct of the pilot and/or Port Qasim Authorites. Furthermore and in addition to this, the pilotage conditions as publiclsed in the Port Qasim Port Regulations shall apply.

Prior to commencement of any Marine Services, Master shall agree fully to above conditions and to the Port Qasim Port Regulations by signing this form.

Vessel: _____ (Name)
Master: _____ (Name)

_____(Signature)

On termination of the Marine Services, the master and the pilot shall complete and sign this Form. Certifying the details of the services rendered as requested by Master of the vessel.

_____ Inward ____ outward

Name of vessel:	_____	Date:	_____
L.O.A	_____	Forward draft:	_____
G.R.T	_____	Aft draft:	_____
N.R.T	_____	Deepest actual draft:	_____
Time pilot embarked:	_____	Time pilot disembarked:	_____
Passing fairway water:	_____	Berth No:	_____
Ships agent:	_____	Port clearance No:	_____

Assisted / towed / Transferred / stood by:

From:_____to:_____by:_____Pilotboat(s)
From:_____to:_____by:_____tugboat(s)
From:_____to:_____by:_____tugboat(s)
From:_____to:_____by:_____tugboat(s)

Master_____(Name) Pilot_____(Name)

_____(Signature) _____(Signature)

The above name services have been provided by Port Qasim Authorites, SMIT Lamnalco / Seamax Marine Services

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ANNEX - 3

PIANC GUIDELINES - Vertical Requirements

DEPTH	13	m
SPEED	10	knots
Draught	12	m
Bottom Type	Soft/Sand	

OUTER CHANNEL (AHSAN CHANNEL)

Hs (m)	Squat (m)	Swell (m)	Heel (List 1º)	Channel Bottom (m)	Depth (m)	UKC (m)	Water Level (m)
0.4	1.4	0.4	0.44	0.5	14.7	2.7	1.7
0.8	1.4	0.7	0.44	0.5	15.0	3.0	2.0
1.2	1.4	1.2	0.44	0.5	15.6	3.6	2.6
1.6	1.4	1.7	0.44	0.5	16.1	4.1	3.1
2.0	1.4	2.2	0.44	0.5	16.5	4.5	3.5
2.4	1.4	2.6	0.44	0.5	17.0	5.0	4.0
2.8	1.4	3.1	0.44	0.5	17.5	5.5	4.5
3.0	1.4	3.4	0.44	0.5	17.7	5.7	4.7

INNER CHANNEL	
Vw (kt)	10
Squat Factor	1.1
Squat + Depth (m)	13.4
Heel (m)	0.4
Channel Bottom (m)	0.4
Depth	14.3
Water Level	1.3

DEPTH	13	m
SPEED	10	knots
Draught	11.5	m
Bottom Type	Soft/Sand	

OUTER CHANNEL (AHSAN CHANNEL)

Hs (m)	Squat (m)	Swell (m)	Heel (List 1º)	Channel Bottom (m)	Depth (m)	UKC (m)	Water Level (m)
0.4	1.4	0.3	0.44	0.5	14.2	2.7	1.2
0.8	1.4	0.6	0.44	0.5	14.4	2.9	1.4
1.2	1.4	1.2	0.44	0.5	15.0	3.5	2.0
1.6	1.4	1.6	0.44	0.5	15.4	3.9	2.4
2.0	1.4	2.1	0.44	0.5	15.9	4.4	2.9
2.4	1.4	2.5	0.44	0.5	16.3	4.8	3.3
2.8	1.4	3.0	0.44	0.5	16.8	5.3	3.8
3.0	1.4	3.2	0.44	0.5	17.0	5.5	4.0

INNER CHANNEL	
Vw (kt)	10
Squat Factor	1.1
Squat + Depth (m)	12.7
Heel (m)	0.4
Channel Bottom (m)	0.4
Depth	13.5
Water Level	0.5

DEPTH	13	m
SPEED	10	knots
Draught	10.8	m
Bottom Type	Soft/Sand	

OUTER CHANNEL (AHSAN CHANNEL)

Hs (m)	Squat (m)	Swell (m)	Heel (List 1º)	Channel Bottom (m)	Depth (m)	UKC (m)	Water Level (m)
0.4	1.3	0.3	0.44	0.5	13.4	2.6	0.4
0.8	1.3	0.6	0.44	0.5	13.6	2.8	0.6
1.2	1.3	1.1	0.44	0.5	14.1	3.3	1.1
1.6	1.3	1.5	0.44	0.5	14.5	3.7	1.5
2.0	1.3	1.9	0.44	0.5	15.0	4.2	2.0
2.4	1.3	2.4	0.44	0.5	15.4	4.6	2.4
2.8	1.3	2.8	0.44	0.5	15.8	5.0	2.8
3.0	1.3	3.0	0.44	0.5	16.1	5.3	3.1

INNER CHANNEL	
Vw (kt)	10
Squat Factor	1.1
Squat + Depth (m)	12.1
Heel (m)	0.4
Channel Bottom (m)	0.4
Depth	12.9
Water Level	-0.1

Wave Exceedance

Hs (m)	March -15 May	Monsoon (15May - 15Sep)	15 Sep-Nov	Dec-Feb
0.4	95.00%	100.00%	77.90%	49.70%
0.8	50.80%	99.10%	26.70%	9.10%
1.2	13.70%	89.30%	4.60%	1.70%
1.6	2.20%	66.90%	0.40%	0.40%
2	0.10%	37.50%	0.00%	0.00%
2.4	0.00%	13.10%	0.00%	0.00%
2.8	0.00%	2.30%	0.00%	0.00%