



Sui Southern Gas Company Ltd.

INVITATION TO BID

Dear Sir/Madam,

**PAKISTAN LNG IMPORT PROJECT-INTEGRATED STRUCTURE
REQUEST FOR PROPOSALS - TENDER ENQUIRY NO: SSGC/LNG-03/2012**

This is further to RFP issued to you vide our E-mail dated 9 December 2012. Subsequent to the issuance of RFP and prospective bidders meeting in London on 14 December 2012, comments and suggestions were received. After due considerations of all the comments/suggestions, and with the objective to encourage maximum participation, the RFP document has been amended; a copy of which is enclosed. It may be noted that RFP document has been amended to facilitate the bidders, instead of issuing separate amendments to the RFP.

Yours Faithfully,
Sui Southern Gas Company Limited

**Mr. Khalid Hasan (DGM I/C)
for Managing Director**

**PAKISTAN LNG IMPORT PROJECT
(INTEGRATED STRUCTURE)**

REQUEST FOR PROPOSAL DOCUMENT

December 2012 (Amended)

**SUI SOUTHERN GAS COMPANY LIMITED
KARACHI PAKISTAN**

DISCLAIMER

The information contained in this RFP has been prepared to assist the Bidder in deciding whether to participate in an arrangement with SSGC in relation to the Project. It is not intended to form the basis of any investment decision and does not constitute an offer or invitation to purchase shares in any corporate vehicle. The issue of this RFP will not be taken as any form of commitment on the part of SSGC to proceed with the Project or any transaction.

The information contained in this RFP, including any statement of fact or opinion, does not purport to be comprehensive and contain all of the information that such Bidder may desire with respect to the Project and is subject to updating and amendment at any time.

No reliance should be placed on any information contained herein or on its completeness. Each Bidder shall be responsible to make its own independent evaluation and assessment of the Project and should consult its own professional advisors and consultants. In all cases, the Bidder is responsible to conduct its own due diligence investigation and analysis. None of SSGC 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 RFP or the information contained herein or any other information relating to the Project whether written, oral or in a visual or an electronic form (including, without limitation, in a magnetic or digital form) transmitted or made available to the recipients of this information and none of SSGC or its directors, officers, employees or advisors shall have any liability for the information contained in, or omitted from this RFP, 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 of the Project and submission of its Bid pursuant to this RFP. In particular, no representation or warranty, express or implied, is given as to the achievement or reasonableness of any future projections, estimates, prospects or returns or any of the assumptions underlying them.

Only those representations and warranties that are made 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.

SSGC does not undertake any obligation to provide the recipients of this information with access to any additional information or to update this information with access to any additional information or to correct any inaccuracies in this information or any additional information, that may become apparent.

SSGC reserves the right to change the structure of the Project or to terminate bilateral meetings at any time before the signing of any definitive written agreements relating to the Project.

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1. PROJECT SCOPE

1.1. KEY DEFINITIONS

In this RFP:

"Affiliate" means, in relation to a Bidder, a member of that Bidder's group (other than the Bidder) and in relation to persons who are not a Bidder, the group of companies and corporations from time to time comprising that person's ultimate holding company and all subsidiaries of that holding company.

"Bidder" means any person that has submitted a proposal to SSGC in accordance with this RFP.

"Bid Security" means as defined in clause 4.1.9.

"Bid Validity Date" means the date one hundred and eighty (180) days after the Deadline for Submission.

"Confidentiality Agreement" means the confidentiality agreement issued by SSGC to Bidders in response to this RFP and signed by same.

"Deadline for Submission" means the last day that Bids may be submitted to SSGC as specified in the RFP.

"Delivery Point" means the onshore point of connection between the delivery flange of the LNG Import Facility and SSGC's pipeline network.

"FSRU" means Floating Storage Regasification Unit.

"FSU" mean Floating LNG Storage Unit.

"GoP" means the Government of the Islamic Republic of Pakistan.

"GSA" means the Gas Sales Agreement.

"LNG Import Facility" means the LNG import facility developed by the Bidder whether onshore or offshore that facilitates the receipt, storage and regasification of LNG and the delivery of RLNG to SSGC at the Delivery Point.

"MMCFD" means millions of standard cubic feet per day.

"Person" means any individual or any legal entity including any partnership, firm, company, trust, corporation, or consortium.

“Project” means Pakistan LNG Import Project-Integrated Structure - Tender Enquiry No: SSGC/LNG-03/2012.

“Project Site” means the immediate location where the LNG Import Facility will be situated permanently, together with an area in the vicinity of the LNG Import Facility where temporary, construction and fabrication work will take place.

“Prospective Bidder” means a person which intends to submit a proposal or to whom an RFP has been issued / sent.

“RLNG” means regasified LNG.

“Selected Bidder” means the bidder selected in accordance with the provisions of this RFP.

“Scheduled Bank” means a bank for the time being included in the list of Banks maintained under sub-section (1) of Section 37 of the State Bank of Pakistan Act, 1956.

“SSGC” means Sui Southern Gas Company Limited.

1.2. GENERAL INTRODUCTION TO BID

The Bidder will be required to undertake all activities necessary and appropriate to deliver RLNG to SSGC at the Delivery Point specified by the Bidder from the two locations identified in Annex 7. More specifically, SSGC expects that this will include the purchase of LNG (or the supply of LNG from the Bidder’s own portfolio), the shipment of LNG to the LNG Import Facilities, the storage and regasification of LNG, the construction of a connecting pipeline and the delivery of RLNG to SSGC at the Delivery Point.

1.2.1. MINIMUM REQUIREMENTS OF THE BIDDER

The Bidder will be required to undertake, as a minimum, the following activities, or procure such activities from a third party, in developing and operating the LNG Import Facility:

- (a) Select and acquire, or obtain the necessary contractual rights, and obtain all necessary administrative approvals from the relevant authorities for the use of a suitable location, whether onshore or offshore, as required, to construct and operate the LNG Import Facility.
- (b) Obtain all necessary approvals, licences, and consents to facilitate the development and operation of the LNG Import Facility from the relevant authorities which shall include but not be limited to OGRA, Government of Sindh, SEPA, Port Authority, Coast Guard, Ministry of Defence, Navy, and the Department of Explosives, and any other department/agency.

- (c) Design, develop, operate and maintain the LNG Import Facility in order to satisfy the specified RLNG delivery requirements as set out in Annex 5 and Annex 6 to this RFP.
- (d) Design, develop, operate and maintain all marine facilities associated with the LNG Import Facility.
- (e) Dredge the seabed in the vicinity of the LNG Import Facility in order to ensure safe access of LNG vessels as specified in Annex 6 to this RFP.
- (f) Design, develop, operate and maintain all infrastructure necessary to deliver RLNG at the Delivery Point, including but not limited to any offshore and onshore pipelines.
- (g) Design, develop, operate and maintain the LNG Import Facility in accordance with international best industry practice and international standards for health, safety and the environment.
- (h) Design, develop, operate and maintain the LNG Import Facility and all infrastructure necessary to deliver RLNG at the Delivery Point in accordance with international standards applicable to a similar project, and Pakistani law and applicable regulations.

The Bidder will have to undertake studies, enquiries and research, as required, and consider the results of these in their costing/pricing.

1.3. OVERVIEW OF SSGC'S LNG IMPORT REQUIREMENTS

In summary, SSGC requires supplies of RLNG to be made available at the Delivery Point based on the following gas volume data. A more detailed description is given in Annex 5, Annex 6 and Annex 7.

Delivery Point Location	Annual Contract Quantity (BCF/Year)	Maximum Daily Quantity (MMSCF/Day)	Duration of contract (Years)	First Gas Date
Specified by Bidder from the two locations described in Annex 7.	73 in Year 1 and 146 thereafter	200 in Year 1, 400 thereafter	15	24 months from the date of signing of GSA *

- Financial close shall be achieved within 6 months of signing of GSA.

1.4. RFP DOCUMENTS

The following documents are included in this RFP.

- 1.4.1. ANNEX 1 – FORM OF TECHNICAL /COMMERCIAL PROPOSAL
- 1.4.2. ANNEX 2 – FORM OF PRICE PROPOSAL
- 1.4.3. ANNEX 3 – INTEGRITY PACT
- 1.4.4. ANNEX 4 – BID BOND FORMAT
- 1.4.5. ANNEX 5 – GAS QUALITY
- 1.4.6. ANNEX 6 – LNG IMPORT TERMINAL CAPACITY AND SEND OUT REQUIREMENTS
- 1.4.7. ANNEX 7 – DELIVERY POINT LOCATIONS
- 1.4.8. ANNEX 8 – GSA/HOA
- 1.4.9. ANNEX 9 – TECHNICAL BID EVALUATION CRITERIA
- 1.4.10. ANNEX 10 – PERFORMANCE BOND FORMAT
- 1.4.11. ANNEX 11 – LNG POLICY 2011

2. GENERAL INTRODUCTION

2.1. BRIEF OVERVIEW OF PAKISTAN



FIGURE 1 – MAP OF PAKISTAN WITH KEY ECONOMIC DATA

Pakistan is currently facing a severe shortage of natural gas, both for its electricity generating plants and for general use by all sectors. Domestic

gas production of 4,000 million cubic feet per day (MMCFD) is unable to meet the country's demand; the supply demand gap is approximately 2,000 MMCFD. This shortage of energy is not only causing hardships for the people but is also inhibiting the economic growth of the country. Therefore the GoP wishes to facilitate a more secure energy supply plan for the nation. In order to overcome the natural gas shortage a number of options have been considered in order to deliver natural gas to the market as quickly as possible. In conclusion, the GOP has decided to mandate and support SSGC in its endeavour to purchase RLNG under an integrated project structure, where the Bidder will be responsible for:

- The procurement, shipping and processing of LNG including regasification, for delivery of RLNG to SSGC at the Delivery Point near Karachi, including the connecting pipeline.
- The design, procurement, construction and commissioning of the LNG Import Facility, which may be based onshore in the form of a traditional LNG regasification terminal, or offshore in the form of a FSRU/floating storage unit, or a combination of the two.
- LNG import terminal and associated facilities for the unloading, receiving, storage and regasification of LNG.

3. INTRODUCTION TO SSGC

3.1. OVERVIEW OF SSGC

3.1.1. General description of SSGC

SSGC is Pakistan's leading integrated gas Company and therefore has considerable experience throughout the gas chain making it an ideal company to facilitate the importation of LNG into Pakistan. SSGC is engaged in the business of transmission and distribution of natural gas as well as the construction of high-pressure transmission and low-pressure distribution systems. As can be seen from the following diagram, SSGC has an extensive and growing gas transmission system that extends from Sui in Balochistan to Karachi in Sindh.

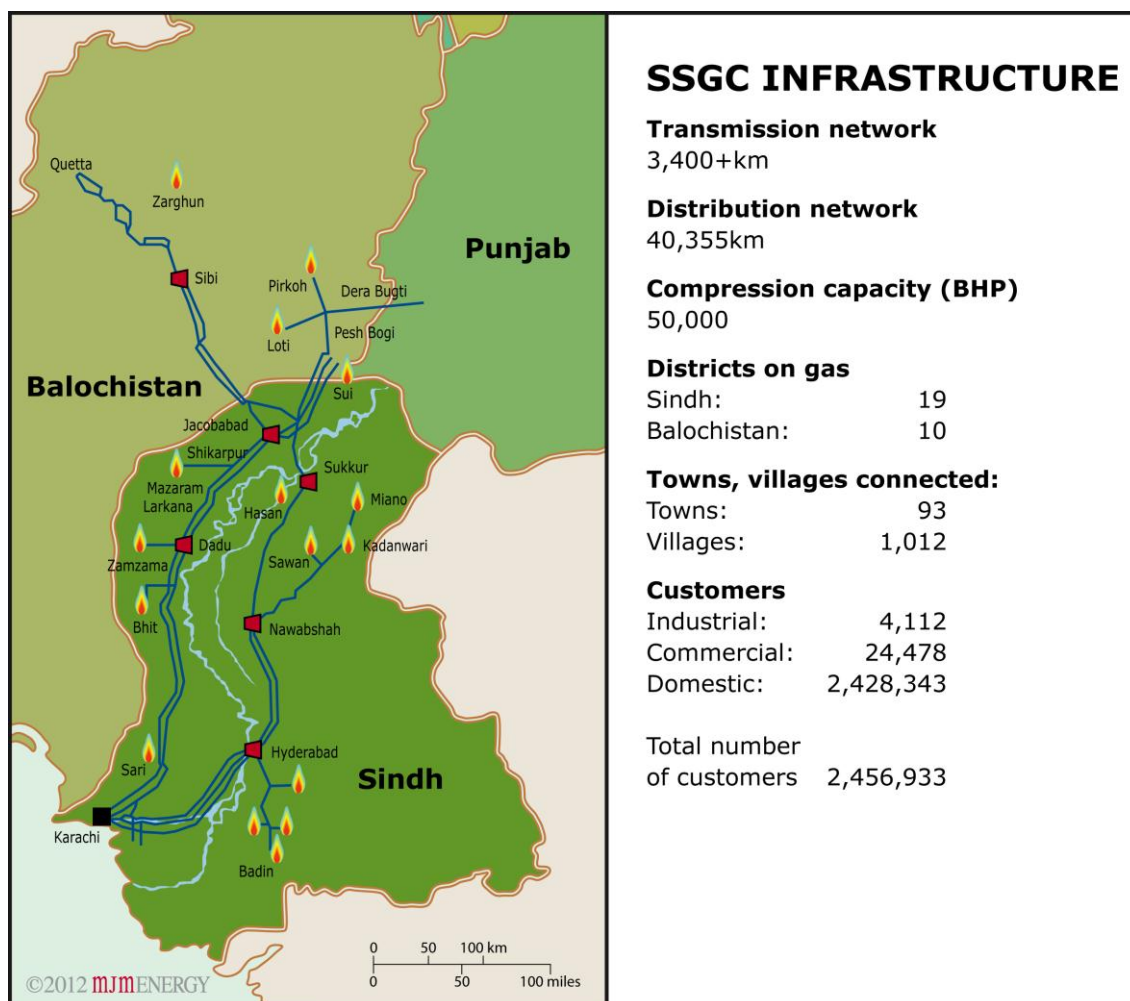


FIGURE 2 – MAP OF SSGC INFRASTRUCTURE WITH KEY SYSTEM DATA

SSGC also undertakes distribution activities covering over 1,200 towns and villages in the Sindh and Balochistan provinces, which it organises through its regional offices.

During 2011-2012 an average 1,000 MMCFD of gas was sold to over 2.5 million industrial, commercial and domestic consumers in these regions through a distribution network of over 40,000 km. SSGC also owns and operates the only gas meter manufacturing plant in the country, having an annual production capacity of over 750,000 gas meters.

3.1.2. Brief overview of ownership and senior management

The GoP owns over 70% of SSGC, which is managed by an autonomous board of directors to establish policy guidelines and overall control. Presently, SSGC's board comprises of 14 members. The Managing Director/Chief Executive is a nominee of GoP and has been delegated with such powers by the board of directors as are necessary to effectively conduct the business of SSGC.

3.2. FINANCIAL STRUCTURE OF THE LNG IMPORT PROJECT

SSGC has achieved steady and continuous growth over the last ten (10) years and has gas transmission expertise in depth. Nevertheless, SSGC and the GoP recognise that the importation of three million tonnes per annum (3 mtpa) of LNG at international market price levels will require a bespoke credit structure.

In order to underwrite the development of the LNG Import Facility and the on-going purchase of LNG, SSGC will open a revolving stand-by letter of credit up to 3 months value of RLNG for the payment of RLNG supplies to guarantee off-takes and this shall be backed by the GoP's sovereign guarantees. The sovereign guarantee will cover payment and contractual performance of SSGC for the contract duration. Support from multi-lateral development agencies will also be solicited to counter-indemnify the GoP's sovereign guarantee. The details of such arrangements will be worked out in due course and will be part of the GSA.

4. ADMINISTRATION OF THE BIDDING PROCESS

4.1. GENERAL INFORMATION FOR BIDDERS

4.1.1. The bidding timeline

The bidding process and timeline is set out in the table below:

Description of activity or event	Deadline
Advertisement for tender placed in press	17 th October 2012
RFP issued - Tender process open	8 th December 2012
Prospective Bidders' briefing meeting in London	14 th December 2012
Deadline for Submission	9 th January 2013 16:00hrs PST
Date Bids will be opened	Technical Proposals only will be opened on 9 th January 2013, 1700 hrs PST. Prices Proposals will be kept sealed.
Bid Validity Date	8 th July 2013

Prospective Bidders may submit written questions at any time in via email from the date of receiving this RFP until ten (10) days prior to the Deadline

for Submission. SSGC will endeavour to answer these as quickly as possible by email to all Prospective Bidders without identifying the Prospective Bidder raising the question.

4.1.2. Knowledge of local conditions

The Prospective Bidder shall be obligated to fully inform itself of all local conditions and factors and all local, State and central/national laws, regulations and guidelines which may have an effect on its ability to execute the Project. The Prospective Bidder shall have sole responsibility to determine and investigate all matters pertaining to the execution of the Project (onshore and offshore), including the Project Site, the nature and condition of the terrain, geological conditions at the Project Site, availability of water and electric power, roads, availability of transportation, met-ocean conditions, the location of other materials to be used in the Project and all other factors that may affect the cost, duration and execution of the Project. SSGC shall assume no responsibility regarding any interpretation of the RFP package made by the Bidder from the information furnished by SSGC in this RFP. No verbal agreement or conversation with any director, officer, employee, representative or agent of SSGC shall affect or modify any of the terms or obligations of SSGC and the Prospective Bidder contained in the RFP.

4.1.3. Cost of preparing proposals not reimbursed

Each Prospective Bidder shall bear and be solely responsible for any and all of the costs and expenses associated with or relating to the preparation and submission of its Bid including, without limitation, costs and expenses for any investigation, fees and expenses of professional advisors, travel costs and expenses, and costs and expenses incurred as a result of any demonstrations, proposals, discussions and Prospective Bidders' briefing meeting. SSGC shall not be responsible or liable in any manner whatsoever for such costs and expenses regardless of the manner and outcome of such expenses.

4.1.4. Currency for Bids

The prices shall be quoted in US\$ (United States Dollars)

4.1.5. Tax Liability

Each Prospective Bidder shall assume responsibility for familiarity with the relevant taxation treatment as set out in the GoP LNG Policy (attached as Annex 11) and in local laws.

4.1.6. Late Bids

Any Bid received by SSGC after the Deadline for Submission will be returned unopened to the Bidder. Delays in the mail, delays of person in

transit, or delivery of a bid to the wrong office address shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time.

4.1.7. Language of Bid

The Bid and all correspondence and documents relating to this RFP shall be written in the English language.

4.1.8. Fraud and Corruption

Prospective Bidders shall be aware of the provisions on fraud and corruption as stated in the GSA.

4.1.9. Bid Security

- (a) Each Bidder shall furnish, as part of its Bid, a Bid Security of an amount not less than US\$ 1,000,000 (One Million US \$) or equivalent Pak Rupees.
- (b) The Bid Security shall be in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of SSGC and valid for a period sixty (60) days which shall be extended by further one hundred twenty (120) days by the short listed Bidders.
- (c) Any Bid not accompanied by an acceptable Bid Security shall be considered by SSGC as non-Compliant.
- (d) The Bid Security of Bidders not short-listed will be returned after Technical Evaluation, and for shortlisted unsuccessful Bidders will be returned upon signing of a GSA with the Selected Bidder or on the expiry of validity of the Bid Security, whichever is earlier.
- (e) The Bid Security of the Selected Bidder will be returned when the Selected Bidder has furnished the required Performance Bond in the form of a Bank Guarantee.
- (f) The Bid Security may be forfeited:
 - a. If a Bidder withdraws its Bid before the Bid Validity Date;
 - b. In case the short-listed Bidder fails to extend the validity period of the Bid Security as per RFP requirement
 - c. In the case of a Selected Bidder, failing to:
 - i. furnish the required Performance Bond as per RFP requirement.
 - or
 - ii. sign the GSA.

4.1.10. Performance Bond

The Selected Bidder shall furnish a Performance Bond in the form of bank guarantee from a Schedule Bank in an amount equal to US\$ fifteen million (15,000,000) or Pak Rupee equivalent. The Performance Bond shall cover the discharge of all obligations and responsibilities specified in this RFP. Failure to furnish the Performance Bond within ten days of signing the GSA, will entitle SSGC to consider the Bidder as having abandoned the contract and to this effect forfeit the Bid Security. The Performance Bond shall remain valid until three (03) months after first gas delivery of RLNG under the GSA. The Performance Bond shall be in accordance with the format provided in Annex 10.

In the event of the Bidder failing to execute a GSA or to submit the Performance Bond in the manner aforesaid and in the period specified, Company shall be entitled to appropriate the Bid Bond.

The Bidder shall cause the validity period of the Performance Bond to be extended for such period(s) as required for the performance of the GSA.

4.1.11. Bid Validity Date

The Bid shall be valid until the Bid Validity Date, which is one hundred and eighty (180) Days after the Deadline for Submission. Price and all other terms and conditions shall be fixed and firm throughout such period.

4.1.12. Confidentiality

The Selected Bidder shall be required to sign a Confidentiality Agreement with SSGC. The Confidentiality Agreement shall remain in force as required in the Confidentiality Agreement.

4.2. CLARIFICATION AND AMENDMENT OF THE RFP AND OTHER BIDDING DOCUMENTS**4.2.1. Clarification**

- (a) Prospective Bidders may request a clarification on any aspect of the RFP package up to the date indicated in the timeline in Section 4.1.1. of this RFP.
- (b) Any request for clarification must be sent in writing using one of the following:
 - a. By post to Deputy General Manager In Charge (M&IM), Sui Southern Gas Company Limited, 2nd Floor, SSGC House, ST-4/B, Block 14, Sir Shah Suleman Road, Karachi – 75300;
 - b. By electronic mail addressed to: khalid.hasan@ssgc.com.pk; or

c. By facsimile to Mr. Khalid Hasan: +9221 99231583

(c) SSGC will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all registered Prospective Bidders.

(d) In the event that that answering a question from a Prospective Bidder would disclose the Prospective Bidder's identity or confidential information associated with that Prospective Bidder then the question will remain unanswered, unless the Prospective Bidder in question gives SSGC permission in writing to answer the question and disclose the identity of the Prospective Bidder.

4.2.2. Amendment

At any time but not later than seven (7) days before the Deadline for Submission of Proposals, SSGC may, for any reason, whether at its own initiative or in response to a clarification requested by a Prospective Bidder amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all Prospective Bidders and will be binding on them. SSGC may, at its discretion, extend the Deadline for Submission.

4.2.3. Bidders Briefing meeting

SSGC intends to hold a Bidders' Briefing Meeting in London on the specified date to which all Prospective Bidders will be invited. In the event that this date changes, SSGC shall notify all Prospective Bidders as soon as reasonably practicable of the new date. All Prospective Bidders attending the Bidders' Briefing Meeting shall be responsible for all their own costs in attending the meeting and for obtaining all visas and travel documents that they require. However, SSGC shall provide reasonable assistance with such visas, as may be requested in writing by the Prospective Bidder.

4.2.4. Reservation of rights

SSGC reserves the right to amend, modify, supplement or withdraw this RFP or extend the Deadline for Submission date at any time and to reject any or all the Bids received without stating any cause and without any liability or obligation on the part of SSGC.

4.3. MODIFICATION, SUBSTITUTION, AND WITHDRAWAL OF BIDS

(a) Any Bidder may modify, substitute or withdraw its Bid after the Bid has been submitted provided that modification, substitution or

written notice of the withdrawal is received by SSGC prior to the Deadline for Submission.

- (b) The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- (c) Withdrawal of a Bid during the interval between the Deadline for Submission and the Bid Validity Date specified in the Bid may result in forfeiture of the Bid Security.

5. BID SUBMISSION

5.1. GENERAL INFORMATION

5.1.1. Address for bids to be sent

Completed Bids shall be delivered to the following address:

Deputy General Manager In Charge (M&IM)
Sui Southern Gas Company Limited
2nd Floor, SSGC House,
ST-4/B, Block 14, Sir Shah Suleman Road,
Karachi - 75300.

Ph: +92-21-9902-1201,1211

5.1.2. Labelling of Submission

The Bidder shall clearly label its Bid packages in large and bold lettering as follows:

**SUI SOUTHERN GAS COMPANY LIMITED –
TENDER ENQUIRY NO: SSGC/LNG-03/2012
LNG IMPORT INTO PAKISTAN
CONFIDENTIAL
BID OPENING DATE: 8th January 2013
DO NOT OPEN EXCEPT BY AUTHORIZED PERSON**

The Technical Proposal shall be clearly labelled TECHNICAL PROPOSAL and it shall be sealed.

The Price Proposal shall be clearly labelled PRICE PROPOSAL and it shall be sealed.

5.1.3. Joint ventures and partnerships

The Bidder shall submit the information requirements set out in Annex 1 in respect to any joint venture or consortium.

5.2. PRACTICALITIES OF BIDDERS SUBMISSIONS

5.2.1. Single stage two envelop-bidding system

Bids are invited under a "Single Stage Two Envelope Bidding System" which consists of a sealed Technical Proposal and sealed Price Proposal, which must be submitted in separate envelopes.

5.2.2. Technical Proposal

The Bidder will submit its Bid, in the form of Annex 1 of this RFP. The Technical Proposal shall consist of one (1) original copy, two (2) hard copies and two (2) copies in electronic format. The hard copies should be in bound book or ring binder format with separators between each major section. In the event of any discrepancy between the original copy and the hard copies of the Technical Proposal, the original documents shall govern.

The electronic format shall be well organised on a CD-ROM or DVD, with each folder and file clearly sequentially numbered and clearly identified to allow for easy navigation. The electronic files shall be provided in PDF and MS Word, MS Excel and MS Project formats. Documents that require signatures shall be hand signed before conversion to PDF format.

5.2.3. Price Proposal

The Bidder will submit its Price Proposal in the form of Annex 2 of this RFP. The Price Proposal shall consist of one (1) original copy and two (2) hard copies and the original copy shall carry the signature of a Board-Authorized Person with the company's seal / stamp. The award criteria shall be based on the lowest evaluated price offered by the technically qualified Bidder as per the evaluation criteria set out in Annex 9.

6. BID RECEIPT AND EVALUATION

6.1. BID OPENING AND INITIAL EXAMINATION

6.1.1. Bid opening

- (a) A bid opening committee nominated by SSGC will open the Bids, in the presence of the Bidders' representatives who choose to attend, at the time, date and location stipulated in this RFP. Technical Bids will be opened first.
- (b) The Bidders' representatives who are present shall sign a register evidencing their attendance.

6.1.2. Initial examination of Bids

An initial examination of each Technical Bid will be undertaken in order to determine whether or not the Bid is compliant. A Bid will be considered non-compliant, if;

- (a) the Technical Proposal is not accompanied by Bid Security;
- (b) it is submitted by a Bidder (excluding MDB's) who has participated in more than one Bid;
- (c) it is received after the Deadline for Submission;
- (d) it is submitted through fax, telex, or email;

6.2. BID EVALUATION

6.2.1. Contact between Bidders and SSGC during Bid evaluation

From the time the Bids are opened to the time the contract is awarded, if any Bidder wishes to contact SSGC on any matter related to its proposal, it should do so in writing by contacting SSGC at the address given in clause 5.1.1. SSGC has the right to request Bidders attend a meeting in order to make a presentation on their Bid and to answer any clarification points.

6.2.2. Evaluation of Technical Proposals

Proposals will be evaluated against the evaluation criteria set out in Annex 9 together with their specified weightings. Only those Bidders who score 75% or more in aggregate, will be short-listed.

6.2.3. Short List of Bidders

Following the evaluation of the Technical Proposals, SSGC shall notify the relevant Bidders if they have been short-listed by SSGC. SSGC will only open the Price Proposals of the short-listed Bidders.

6.2.4. Evaluation of Price Proposals

SSGC will evaluate the short-listed Bidder's Price Proposals. The short-listed Bidder with the lowest Price Proposal shall become the Selected Bidder.

6.2.5. Informing Bidders of their Selection

Upon completion of the evaluation exercise all Bidders will be informed of their selection or otherwise. The Bid Securities will only be returned to the unsuccessful Shortlisted Bidders once the Selected Bidder (or alternative if appropriate and in accordance with the procedure set out in Article 7) has furnished a Performance Bond.

7. POST-BID NEGOTIATION

7.1. POST-AWARD MEETINGS

- (a) SSGC will notify the Selected Bidder in writing of the date on which SSGC and the Selected Bidder shall meet to discuss the relevant details in the Technical Proposal submitted by the Bidder as they appertain to the GSA. All meetings shall be held in Karachi, Pakistan or at a location to be notified in advance by SSGC to this Bidder. The Bidder shall be responsible to obtain all visas and necessary travel documents. SSGC shall provide reasonable assistance with such visas as requested in writing by the Selected Bidder.
- (b) The aim of these meetings is to reach agreement on all points raised during the tender process and sign the GSA.
- (c) Whilst these meetings will be mainly focused on the GSA they will also by necessity to include a discussion of the proposed methodology, work plan, staffing and any suggestions that have been made by the Bidder to improve the final version of the GSA. SSGC and the Bidder will both negotiate in good faith in order to finalise the GSA, and any additional contractual documents as per RFP requirements.
- (d) The meetings will conclude with a review of the final version of the GSA. To complete the meetings SSGC and the Selected Bidder will sign the agreed GSA. The entire process upto signing of GSA shall be completed within 3 months of Selection of Bidder. In the event signing of the GSA is delayed due to reasons attributable to SSGC/GOP, then SSGC will extend the three month period to a reasonable limit and mutually agree on the solution within the extended period. Subsequently if SSGC and the Selected bidder fail to sign the GSA within the extended period, then SSGC will invite the Bidder with the next lowest Price Proposal to discuss and finalise the GSA.

7.2. ACTIONS FOLLOWING POST-AWARD MEETINGS

After meetings are successfully completed, SSGC will promptly notify the other Bidders on the shortlist that they were unsuccessful and return their respective Bid Securities.

ANNEX 1 - FORM OF TECHNICAL PROPOSAL

INFORMATION REQUIREMENTS

Form of Bid Security and Technical Proposal (Envelope 1)

A. Background and Instructions

1. The GoP is determined to provide RLNG to Pakistan in a competitive bidding process, strictly adhering to Public Procurement Rules. Due to national importance and the urgency of energy requirements of Pakistan, SSGC shall select only capable and qualified Bidders according to the evaluation of Technical Proposals for opening of Envelope 2 (Price Proposal).
2. Failure to provide any of these documents, under Technical Proposal (Envelope 1), in the prescribed format (where applicable), may lead to disqualification of the Bid and Bidder's Envelope 2 will be returned unopened. SSGC reserves the right to verify the letters, documents or information provided by the Bidder from issuing parties and may visit and hold meetings with them which shall be facilitated by the Bidder.
3. The Bid Security shall be submitted with the Technical Proposal in accordance with the Bid Security Format (ANNEX 4).
4. If the Bid is submitted by joint venture / consortium of companies then the Bidder shall submit with the Bid a "Power of Attorney" executed by all members of the consortium, which will designate one company as the lead sponsor of the consortium. The Power of Attorney will authorise the lead sponsor to sign the Bid and otherwise act on behalf of the consortium. In addition, the Power of Attorney will authorize the lead sponsor to agree that each company comprising the consortium shall be jointly and severally liable for any and all duties and obligations assumed by the Bidder under the Bid and the GSPA, should SSGC select the Bidder. The duly executed Power of Attorney shall be notarized by Notary Public and endorsed by the Pakistan High Commission or Embassy.

B. Technical Requirements

1. General information of the Bidder and its affiliates

- a. Corporate, Management Structure & Key Personnel;** curriculum vitae of the key personnel proposed for Project Company including experience of each individual, organisation charts for the Bidder, or each member of the joint venture or consortium are to be submitted, as

appropriate. In the event that a special purpose vehicle has been setup for the project, then its relationship with the joint venture partner(s) and its parent company / board of directors should be clearly depicted.

- b. Financial Statement;** if the Bidder consists of a joint venture or a consortium then company statements, profiles and qualification documents of all joint venture or consortium partners are to be included; audited financial statements for last 5 years (if applicable) for each company in the consortium to be submitted by the Bidder;

2. Project Cost and Financing

- a. Project Cost:** Bidder shall provide a letter issued by a Credible Designer or a Credible EPC Contractor, addressed to the Buyer, stating the estimated cost of the proposed LNG Terminal. Credible Designer and Credible EPC Contractor is as defined below.
- b. Project Finance:** Bidder shall submit a financing plan providing a breakdown of equity and debt financing, in accordance with Project Cost above, for the proposed LNG Import Terminal. Bidder shall provide letter(s) issued by reputable bank(s) or financial institution(s) addressed to SSGC, that the Bidder has the capacity to raise the required equity and the bank(s) or financial institution(s) are engaged in project finance negotiations with the Bidder for entire debt finance amount. Complete project financing to be arranged within six (6) months of signing of GSA.

3. LNG Experience

The Bidder shall submit a description of experience similar to the Project as required for LNG developers under Clause 4.1(a) of LNG Policy 2011, using the format below. Bidders are requested to provide information on each relevant project for which the Bidder, either individually as a corporate entity or as one of the main companies within a joint venture /consortium, was legally contracted. Documentary evidence of completed/in-progress projects is to be submitted.

Assignment Name:	
Location within Country:	
Name of client:	
Address:	
Start Date (Month/ Year):	Completion Date (Month/Year):
Name of Associated Companies, If Any:	
Narrative Description of Project:	
Detailed description of services provided:	

4. Proposed Methodology and Work Plan:

The Bid should describe in detail the proposed methodology in responding to the RFP, highlighting in particular the robustness of technical approach, and where possible providing examples where this methodology has been previously used. In addition the Bidder also needs to provide information on the reliability of the proposed methodology and its ability to meet 97% of SSGC's requirement uninterrupted gas flows throughout the Project. **Construction Plan:** Bidder shall provide a construction plan issued by a Credible Designer or a Credible EPC Contractor addressed to SSGC, showing milestones and schedule to reach the commissioning of the proposed LNG Import Terminal within twenty-four (24) months upon signing GSA.

5. LNG Supply:

Bidder shall submit signed letter(s) issued by Credible LNG Supplier(s), addressed to the SSGC, explicitly stating that the Credible LNG Supplier(s) is ready to supply minimum 400 MMCFD (or equivalent) of LNG to the Bidder under a long term LNG agreement for a duration of 15 years, subject to SSGC signing a GSA with the Bidder. If a single Credible LNG Supplier is supplying less than four hundred (400) MMCFD, then multiple letters from Credible LNG Suppliers shall be submitted evidencing availability of at least four hundred (400) MMCFD. "Credible LNG Supplier" is defined as a legal entity, which has experience of purchase/sale of LNG in the world market with a track record of sale and purchase in the past 3 years. In addition it shall either be i) a shareholder or ii) holds rights of sale or iii) provides documentary evidence to establish their ability to deliver LNG supply from any producer by themselves or through

their parent/subsidiary/group companies. Such LNG suppliers shall also provide the name(s) of LNG liquefaction facility(ies), from which they plan to supply LNG to the Bidder. SSGC will consider credit rating in determining the credibility of LNG supplier, in addition to other requirements/criteria specified in the RFP. SSGC reserves the right to verify (through visit of facilities or meetings with producers), the experience and the supply record and/or the Credible Supplier in the world market in the last three (3) years.

The Bidder prior to signing of GSA shall submit a marine transportation plan, including a description of vessel availability, source, specifications for the LNG vessels, along-with documentary evidence.

6. Ability to Develop the LNG Import Facilities

a. General Engineering and Design

It is to be ensured by the Bidder that the LNG Import Facility meets the SIGTTO guidelines as well as other codes and rules noted in LNG Policy 2011, whilst also conforming to best industry practices in the LNG shipment, transport, storage and re-gasification sectors;

Bidder shall submit a signed letter issued by a Credible Designer addressed to SSGC, explicitly stating that they have executed a binding agreement for conducting a Front End Engineering and Design ("FEED") agreement with the Bidder for the proposed LNG Import Facility, which may be effective subject to award of the Bid to the Bidder. "Credible Designer" is defined as a legal entity, which has undertaken the engineering and design for at least two (2) constructed and operational LNG regasification terminals, which will also provide the names and details of such LNG terminals. In case of FSRU/FSU based proposal, the LNG terminal will only consist of the off-shore jetty, associated facilities pipeline to on-shore site and metering facilities etc, and the experience required will be at least two jetties and associated facilities. SSGC reserves the right to verify the letter and/or the Credible Designer. Credible Designers are requested to provide information on each relevant projects for which they, either individually as a corporate entity or as one of the main companies within a joint venture /consortium, were legally contracted.

Assignment Name:	
Location within Country:	
Name of client:	
Address:	
Start Date (Month/ Year):	Completion Date (Month/Year):
Name of Associated Companies, If Any:	
Narrative Description of Project:	
Detailed description of services provided:	

Project layout plan; The bidder shall provide proposed layout plan for the project showing the jetty site and turning basin, and route of any associated LNG or RLNG pipelines.

Jetty location and concept design; The bidder shall provide location of the proposed jetty where the incoming LNG carrier, and, where applicable, FSRU/FSU would be berthed, should be provided with the layout concept of the berthing position of the LNG carrier for the unloading of LNG.

Dredging at jetty location, turning basin and approach channel: The Bidder shall illustrate and submit plans on the subject dredging requirements including the turning basin, while ensuring that the dredging would be in accordance with the draft requirements of the Bidder's proposed LNG carriers, which must include the capability for access and berthing on the jetty of Q-Flex class LNG carriers. Bidder shall provide credible third party letter(s) evidencing initial dredging plan.

Discharge of RLNG consistent with SSGC line pressures and redundancy: The discharge of RLNG should be designed for delivery of a minimum four hundred (400) MMCFD of RLNG between 400psig and 1200psig pressure, as per SSGC system requirement to be advised by SSGC from time to time. Bidder shall provide credible third party letter(s) verifying the above.

Field surveys at project Site and Navigation Surveys: Bidder shall provide evidence that it has agreed (subject only to the signing of the GSA) with third Party(ies) to

undertake the geological, tidal, earthquake surveys at the site for the proposed LNG Import Terminal by them. Bidder shall provide prior to signing of GSA, navigation survey(s) based on a real time dynamic simulation model prepared by a credible third party, reporting that LNG ships can manoeuvre safely and moor to the proposed jetty.

b. FSRU/FSU specifications and design parameters and requirements, when FSRU or FSU were used in the design of the Terminal;

if FSRU/FSU is incorporated in the design of the LNG Import Terminal, the proposed FSRU/FSU must meet seaworthy classification and should be an LNG carrier, fully meeting all relevant codes and standards. The FSRU/FSU should as a minimum have a storage capacity of 120,000m³ of LNG. The re-gasification system should be capable of delivering base-load 400 MMCFD of RLNG flow utilizing at least two (2) parallel re-gas trains with a third train as a backup. The proposed regasification terminal should be equipped with RLNG/LNG transfer arms which would connect to the receiving valve on the jetty, which is to be equipped with an emergency quick disconnect facility. Bidder shall also submit a signed letter issued by a Credible FSRU/FSU owner, addressed to SSGC, explicitly committing that it has FSRU/FSU available or has options for the construction of a FSRU/FSU with a delivery time consistent with First Gas date and that Bidder has initialled a Heads of Agreement and / or time charter agreement or vessel purchase agreement with the Bidder for an FSRU/FSU giving the Bidder effective control (through charter or ownership) over the vessel valid for at least 15 years, subject to signing of GSA by both the Bidder and SSGC. "Credible FSRU/FSU Owner" is defined as a legal entity that owns at least one existing and operational FSRU/FSU, who will also provide the name(s) of such vessel(s). SSGC reserves the right to verify the letter and/or the Credible FSRU/FSU Owner.

c. Engineering, Procurement and Construction ("EPC"):

Bidder shall submit a signed letter issued by a Credible EPC Contractor, addressed to SSGC, that such Credible EPC Contractor has agreed to sign a binding EPC Agreement with the Bidder subject to award of the Bid to the Bidder and Credible EPC Contractor shall commit to achieve mechanical completion and commissioning of entire LNG Import Terminal in eighteen (18) calendar months or less upon signing of the EPC Agreement by the Bidder. "Credible EPC Contractor" is defined as a legal entity or a consortium or a joint venture,

which has successfully completed construction of jetties worldwide and has substantial maritime experience of dredging, laying of subsea pipeline and construction of jetties to allow mooring of FSRU, FSU, or LNG vessels. SSGC reserves the right to verify the letter and/or the Credible EPC Contractor. Credible EPC Contractor(s) is required to provide information on each relevant maritime jetty for LNG import project for which they, either individually as a corporate entity or as one of the main companies within a joint venture /consortium, was legally contracted.

Assignment Name:	
Location within Country:	
Name of client:	
Address:	
Start Date (Month/ Year):	Completion Date (Month/Year):
Name of Associated Companies, If Any:	
Narrative Description of Project:	
Detailed description of services provided:	

7. Operation and Maintenance of LNG Import Terminal

- a. **An operations and maintenance philosophy:** Bidder shall submit an operations and maintenance philosophy for the LNG Import Terminal.
- b. **A description of towage and marine maintenance services:** Bidder shall submit a description of towage and marine maintenance services, including the provision for tugs, pilotage, line handling and dredging, and where to get them from.
- c. **A description of health, safety, security and environment management:** The Bidder shall submit a brief description of health, safety, security and environment management systems and plans, for the proposed LNG importation facility or the same used in existing LNG Terminals owned and /or operated by Bidder and/or its Affiliates, which shall be verified by a Credible HSE Consultant. Credible HSE Consultant is defined as a company, who has developed HSE (Health Safety

Environment) manuals for LNG facilities as per international standards.

ANNEX-2 FORM OF PRICE PROPOSAL

FORM OF PRICE PROPOSAL

Bidders shall offer an RLNG Price Formula for the RLNG delivered at Delivery Point, in US\$ per MMBtu, indexed to Brent on the basis of DDU (as per Incoterms 2000). Further details shall be seen in draft GSA.

[Name of Bidder]

Name:

Title;

ANNEX-3 (INTEGRITY PACT)

[The successful Bidder shall sign this document before GSA signing]

(INTEGRITY PACT)**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[Name of Consultants/ Supplier/Contractor] 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 (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Consultants/Supplier] 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.

[Name of Consultants /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, representation or warranty.

[Name of Consultants / Supplier] 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, [name of Consultants / 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 Consultants / 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.

Name of Client/SSGC:Name of Consultants /Supplier:

Signature:

Signature:

[Seal]

[Seal]

ANNEX-4 BID BOND FORMAT

(On Stamp Paper @ Rs.100 for first Rs.100,000 and subsequent Rs.50 per Rs.100,000 of Guarantee Value)

BID BOND FORMAT

Sui Southern Gas Company Limited,
ST-4/B, Sir Shah Muhammad Suleman Road,
Block 14, Gulshan-e-Iqbal,
Karachi.

Tender Enquiry No. _____

Dear Sirs,

In consideration of Messrs _____ hereinafter called "The Bidder" having submitted the accompanying bid and in consideration of value received from

_____ we hereby agree to undertake as follows:

1. To make un-conditional payment of US\$ 1,000,000 or Pak Rupee equivalent upon your written demand without further recourse, question or reference to the bidder or any other person, in the event of the withdrawal of the aforesaid bid by the Bidder before the end of the period specified in the bid after the opening of the same for the validity thereof, or if no such period to be specified within 210 days after said opening and or in the event that the bidder within the period specified fails to execute the GSA, or on the bidders' failure to furnish the requisite performance bond as may be required for the fulfilment or resulting contract within the specified period.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or no- compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The guarantee shall be binding on us and our successors in interest and shall be irrevocable.
5. This guarantee shall remain valid upto 210 days after the bid opening i.e. Technical Proposal.

Your faithfully,

Note : Any extensions / amendments (in all guarantees/bonds) if required shall be made on stamp papers of Rs.50

ANNEX 5 – GAS QUALITY

The specifications of the RLNG at the Delivery Point shall be measured at Standard Conditions and shall comply with the following:

Reference	Characteristic	Unit of Measure	Limit
1	Higher Heating Value	Btu/scf	1030 ± 8%
2	Wobbe Index	Btu/scf	1360 ± 5%
3	Relative Density	-	Inform
4	Inert Gases, Total	% (v/v)	4 max.
5	Hydrocarbon Dew Point	°C	-4 max at 5 500 kPa abs.
6	Carbon Dioxide (CO ₂)	% (v/v)	2.0 max.
7	Oxygen (O ₂)	% (v/v)	0.2 max
8	Hydrogen Sulfide (H ₂ S)	mg/m ³	5.7 max.
9	Total Sulphur	mg/m ³	35 max.
10	Water	mg/m ³	65 max.
11	Gas Temperature	Degrees F	Min: 41°F Max: 100°F
12	Sendout Pressure at Delivery Point	PSIG	400 to 1200

For purposes of this Annex 5, "**Standard Conditions**" shall mean a temperature of 15°C and an absolute pressure of 1.01325 bar.

**ANNEX 6 – LNG IMPORT TERMINAL CAPACITY AND SEND
OUT REQUIREMENTS**

Reference	Characteristic	Item
1	Daily send out Volume of RLNG (MMCFD)	400
2	Terminal's designed regasification capacity	+ 25% (on a daily basis)
3	First Gas Date	As defined in this RFP
4	Facilities to handle LNG ships size	120,000 to 217,000 m ³ (a Q-flex design) with unloading rates of at least 10,000m ³ /hr.

ANNEX 7 – LOCATION OF POTENTIAL DELIVERY POINTS



SSGC will assist and facilitate acquisition of land for ROW and interconnection facilities, the cost of which will be borne by the Bidder.

ANNEX 8 – GSA/HOA

The following is intended to serve as a statement of the proposed terms and conditions which are to form the basis for negotiations of Gas Sales and Purchase Agreement ("GSPA") with respect to the sale of RLNG by the Sellers to the Buyer.

Headings	Terms and Conditions
1. Parties	<ul style="list-style-type: none"> • SELLER: • BUYER: SSGCL
2. Contract Term	<ul style="list-style-type: none"> • Fifteen (15) years
3. First Gas Supply	<ul style="list-style-type: none"> • Twenty Four (24) months after the signing of the GSPA.
4. Delivery Points	<ul style="list-style-type: none"> • As specified in ANNEX 7 of this RFP.
5. Take or Pay Quantity	<ul style="list-style-type: none"> • Buyer shall take and pay for, or pay for if not taken, a quantity of RLNG equal to hundred percent (100%) of the Annual Contract Quantity (ACQ) during each Contract year.
6. Seller's shortfall delivery and amount	As per draft GSA
7. Annual Contract Quantity (ACQ)	<ul style="list-style-type: none"> • 146 BCF; the expression of such quantities in cubic feet per Contract Year is indicative and the GSA shall express such quantities in numbers of MMBTU's.
8. Daily Contract Quantity (DCQ)	<ul style="list-style-type: none"> • 400 MMCFD; the expression of such quantities in cubic feet per Contract Year is indicative and the GSPA shall express such quantities in numbers of MMBTU's.
9. Ramp up Period	<ul style="list-style-type: none"> • Upto one year.
10. RLNG Specifications	<ul style="list-style-type: none"> • As provided in the RFP
11. Contract Price Revision	<ul style="list-style-type: none"> • After every 5 years. • Refer draft GSA for price revision.
12. Contract Price	<ul style="list-style-type: none"> • See Annex 2.
13. Governing Law	<ul style="list-style-type: none"> • Laws of England and Wales.

14. Dispute Resolution	<ul style="list-style-type: none">• An escalating process of notification, senior executive negotiations, and expert determination.• Ultimately, any unresolved dispute would be subject to arbitration under UNCITRAL rules in London.
15. Invoicing and Payments	<ul style="list-style-type: none">• Fortnightly invoice, payable in 10 banking days from receipt of invoice.• Payments will be in US\$.
16. Taxes	<ul style="list-style-type: none">• As per draft GSA

ANNEX 9 – TECHNICAL BID EVALUATION CRITERIA

The purpose of this Annex is to provide Bidders with an understanding of how the technical evaluation will be carried out and the weighting given to various parameters. The Bidders shall submit the information and documents required in ANNEX-1 which will be used to allocate score against the parameters defined in this ANNEX, for the qualification/short listing of the Bidders.

Section No.	Description of area under evaluation	% of overall score
1.	General information on the Bidder and its affiliates and partners	7%
1.1	General information on the Bidders proposed organizational structure for the project company, including the provision of curriculum vitae of its key personnel proposed and the legal form of the project company, where appropriate.	
1.2	A copy of the Bidder's most recent audited accounts plus a summary of the Bidder's accounts for the last five years (if applicable). Where the Bidder is a joint venture / consortium a copy of audited accounts and a summary for the last five years is required from each member of the joint venture / consortium.	
2	Project Cost and Financing	15%
	Each Bidder will be assessed on how they intend to finance the LNG Import Project, including potential sources of financing and capital structuring, as supported by banks' letters.	
3	Specific experience of the Bidder related to the importation and regasification of LNG	10%
	Specific experience of similar LNG supply projects or projects of a similar nature to the Bidders Proposal in this RFP..	

Section No.	Description of area under evaluation	% of overall score
4	Adequacy of the proposed methodology and work plan in responding to the RFP	10%
4.1	Robustness of technical approach - Is the technological solution tried and tested? If so, has the Bidder provided examples or evidence that the proposed solution has been used elsewhere?	
4.2	Availability of capacity - Does the technical approach meet SSGC's requirements for uninterrupted gas flows of gas throughout the Project?	
4.3	How well does the work plan meet SSGC's timing requirements for first gas?	
5	Availability and quality of LNG supplies	25%
5.1	Has the Bidder provided sufficient evidence that it either already has, or has the commercial and technical ability to obtain, the necessary quantities of LNG to meet SSGC's requirements?	
5.2	Has the Bidder provided sufficient evidence and confirmation that it can meet SSGC's gas quality specification as set out in this RFP?	
5.3	Has the Bidder provided sufficient evidence and confirmation that it can meet the First Gas date in the RFP?	
5.4	Has the Bidder/LNG Supplier provided sufficient evidence, that it owns, has chartered, or has the ability to charter or own sufficient LNG vessels in order to meet SSGC's gas supply requirements?	
6	Ability to develop the LNG Import Facilities	25%

Section No.	Description of area under evaluation	% of overall score
6.1	Has the Bidder provided sufficient evidence that it either owns, or can purchase or build or charter suitable marine platforms such as FRSUs or FSUs and all associated facilities and connecting pipelines consistent with SSGC stated requirements?	
6.2	Has the Bidder provided sufficient evidence that it and/or its EPC contractors are experienced in the design, construction and commissioning of similar projects?	
6.3	Has the builder demonstrated marine suitability of the location based on initial navigational simulation studies.?	
7	On-going maintenance of the LNG Import	8%
7.1	Has the Bidder provided sufficient evidence to confirm its ability to continuously maintain and operate the LNG Import Facility?	
7.2	Has the Bidder provided sufficient evidence to confirm that the LNG Import Facility chartered, constructed or purchased will last for the lifetime of the SSGC GSA?	
	SUM OF ALL PERCENTAGES	100%

Note: Only those Bidders who score 75% or more in aggregate, will be short-listed.

ANNEX 10 – PERFORMANCE BOND FORMAT

**On Non Judicial Stamp Paper Of Rs. 50/- (Fifty) Per Rs.100,000
Format Of Performance Bond Guarantee**

Dy. General Manager I/C (M&IM)
Sui Southern Gas Company Limited,
St. 4/B, Block-14,
Gulshan-e-Iqbal,
Sir Shah Suleman Road,
Karachi.

Dear Sirs,

In the sum of Rs.....Account.....
To you in Karachi under the Contract

In consideration of your having issued the award for.
..... Dated:..... On
m/s..... called the Seller and in consideration for value,
received from Seller, we hereby agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payments of us\$ 15,000,000 (US Dollar Fifteen Million), or Pak Rupee Equivalent on your written demand(s) without further resource, question or reference to Seller or any other person, in the event of default or non-performance and / or non-fulfilment by Seller of his obligations liabilities & responsibilities under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of seller and to make payment accordingly within 3 (three) days of receipt thereof.
3. To keep this guarantee in full force from the date hereof until
4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Seller in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
5. This guarantee shall be binding on us and our successors in interest and shall be irrecoverable.

6. This guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of m/s.....the Seller.

Yours faithfully,

(Stamp and signature of the issuing bank)

ANNEX 11 – LNG POLICY 2011