



INVITATION TO TENDER

FOR

FOOD VENDOR RIGHTS

FOR

NEW ZEALAND TOUR TO PAKISTAN 2023

1. INVITATION TO BID

- a. The Pakistan Cricket Board (“PCB”) is pleased to issue this Invitation to Tender document (“ITT”) to invite interested parties to bid for the award of Food Vendor rights for the forthcoming New Zealand Tour to Pakistan , scheduled to be held at **Karachi** (ODI **Match**) on 10 ,12, 14 January,2023 (hereinafter referred to as “**Series**”).
- b. This ITT sets out the details of the Food Vendor Rights being offered in respect of the Series at the National Stadium Karachi (NSK).
- c. This ITT also sets out the terms and conditions applicable to the acquisition of such Rights as well as the Bid Format, Procedure and Requirements, together with various applicable Legal Provisions.
- d. The Food Vendor Rights are only in respect of Series and not for any other cricket tournaments and cricket matches organized by the PCB or any related and/or similar events. For the purposes of clarification, there are no restrictions on the competitors of the successful Bidder to bid for and be awarded the relevant rights for such other events organised by the PCB.

2. SERIES

- a. The Rights are available in respect of the Series. Save for Rights expressly mentioned herein, all rights remain reserved to PCB.
- b. The expected number of Matches for the Series which are the subject of this ITT is set out below:

City	Month	Number of Matches
Karachi	January,2023	3 One Day Int'l Matches

However, it is clarified that depending upon the security and coronavirus pandemic situation in Pakistan at the relevant time, PCB cannot guarantee or provide any representation or warranty in relation to whether or not any or all of the Matches to be held for the Series which are the subject of this ITT will take place.

- 1.4 PCB may cancel or reschedule the Series (or part thereof) in its discretion but will endeavour not to do so unless there are sound reasons.
 - (i) If the Series is cancelled and is not held again within the same calendar year (“Replacement Series”), then the amount bid for and paid in advance, if any, shall be refunded in full to the successful Bidder(s) within forty five (45) days of the cancellation.
 - (ii) If any Match is cancelled prior to its commencement other than by reason of adverse weather conditions, the successful Bidder(s) will be entitled to a refund of the amount payable for such Match (if such amount has already been paid) within forty-five (45) days of the cancellation. For the avoidance of doubt, it is clarified that each Match in a Series will carry equal weightage for the purposes of calculating the value of the refund in case of cancellation.

- 1.5. A consortium of entities may bid for the Rights on offer. In the case of a consortium bid, a single legal entity shall be nominated for execution of the contract with the PCB and this legal entity will enjoy all rights and be subject to all obligations set forth in the contract with the proviso that it may assign such Rights as it wishes to its consortium partner(s). In case a Bidder makes a bid for a particular category of Rights as part of a consortium, such Bidder will not be permitted to make a bid for the same category of Rights in its individual capacity or as part of any other consortium.
- 1.6. No entity promoting alcoholic beverages or betting/gambling or any other product or service which the PCB feels in its reasonable discretion violates the religious or cultural sensitivities of the people of Pakistan will be allowed to be a Food Vendor nor may the promotion of any such entity or service be allowed in any advertising material pertaining to the Series.
- 1.7. The following restrictions shall apply to any advertising placed by a Food Vendor in the NSK, where a Match of the Series is being played:
 - Food vendors can only advertise on their stalls
 - No branding other than the pre-approved stall branding by PCB
 - Food packaging to be approved by PCB
 - 4s or 6s plaque card or any other sort of promotional material is strictly not allowed to be distributed by any food vendor
 - Food and other items to be strictly sold on Local Government control rates with a margin of 5%

2. RIGHTS AVAILABLE

The following Rights are available in respect of the Series:

FOOD VENDOR RIGHTS

The Food Vendor Rights may be assigned or sold by the successful Bidder(s) to any entity with the prior written permission of the PCB which permission shall not be unreasonably withheld, provided that such assignment is done at least five (05) days prior to the commencement of the Series. Notwithstanding any assignment or sale of Food Vendor Rights, the successful Bidder(s) shall remain liable for the performance of all obligations in respect of assigned Food Vendor Rights and the acts and omissions of any assignee with respect to the assigned Food Vendor Rights shall be deemed to be the acts and omissions of the successful Bidder. The successful Bidder(s) shall indemnify the PCB against any claims or damages from the entity to whom Food Vendor Rights have been assigned/sold and arising out of the acts or omissions of any such entity.

The Food Vendor will enjoy the following Rights for the length of the Series at the NSK (i.e. from the date the first Match of the Series is played until conclusion of the final Match of the Series at the NSK) which is the subject of this ITT:

- The food Vendor shall have the right to sell any food item including those which are packaged i.e. chips, biscuits, cakes, chocolates and/or candies.
- The food Vendor shall not sell any kind of Beverage including any kind of soft drink, & juice

- No Tea other than Tapal Tea can be sold in the premises. We can assist in vendors purchasing Tapal tea directly from the company.

Moreover, the Food Vendor must ensure the following services are provided:

- Three foreign fast food franchise in 4 enclosures at the NSK (VVIP Enclosures). Not full menu but Value meals with max price range of a meal PKR 500
- High end ice cream brands i.e Baskin Robbins/Hagen Daz for two VVIP enclosures at NSK. Walls ice cream for all enclosures
- Popcorns (Flavored) for VVIP enclosures
- Control Rate selling prices

The successful Bidder shall ensure that all products are packaged and/or distributed in boxes. No item which is not packaged/boxed shall be allowed to be sold.

3. PROCEDURE FOR BIDDING

3.1 All Bidders are required to submit Technical Proposal(s) and Financial Proposal(s) in separate sealed envelopes as outlined below:

3.1.1. TECHNICAL PROPOSAL

Each Bidder must provide a Technical Proposal which must be received by PCB on or before **11:00 a.m. Pakistan Standard Time on 6th January, 2023 (Bid Submission Deadline)**. The Technical Proposal should be in a separate sealed envelope and should be addressed to PCB and marked "TECHNICAL PROPOSAL FOR THE SERIES IN KARACHI. In addition to the hard copy of the Technical Proposal, the Technical Proposal shall also be required to be submitted in a USB containing scanned copies of all documents being submitted as part of the Technical Proposal in a single file in PDF format only.

The Technical Proposal should provide the following information/documentation:

- (a) Legal status of the Bidder together with notarized true copies of constitutive documents – i.e. certificate of incorporation, memorandum and articles of association or partnership deed if any – together with a Board Resolution/Power of Attorney authorizing person(s) to represent the Bidder and to sign the contract with the PCB.
- (b) For Bidders incorporated in Pakistan, attested copies of latest Form A and Form 29 and for foreign entities equivalent official documents recording the annual return of the company and the particulars of directors.
- (c) Copies of CNICs of all directors in case of Pakistani entity or copy of national passports of directors in case of foreign entity.

- (d) National Tax Number (NTN) certificate of the Bidder and proof of submission of tax returns in case of Pakistani entity and equivalent documents, where applicable, for foreign entities.
- (e) Details of the previous experience, if any, of the Bidder in respect of the Rights being tendered hereunder, as well as details of the Bidder's overall business experience.
- (f) An affidavit from a duly authorized representative of the Bidder that the Bidder will be able to properly perform the obligations imposed upon it in respect of the relevant Rights being tendered hereunder for which a bid is being made and that any bid submitted will be deemed to be unconditional and will be valid for a period of at least one (01) month from the date on which it is scheduled to be opened.
- (g) An affidavit signed by an executive director or partner of the Bidder certifying that all information supplied in the Technical Proposal is true and accurate and undertaking that if declared successful, the Bidder will execute a contract in the form provided by PCB under **Schedule A** within the time frame contemplated by the ITT.
- (h) Police Character Certificates from relevant Police Stations for person(s) who shall be present at the stadium(s)

A potential Bidder may be disqualified if upon assessment of the Technical Proposal, the Bid Committee constituted by the PCB forms the view that the Bidder will not be able to properly perform the obligations in connection with the Rights tendered.

PCB reserves the right in its discretion to disqualify any Bidder that fails to properly complete and provide the Technical and Financial Proposal or otherwise fails to comply with the terms set forth in this ITT or qualifies its bid(s) by including conditions that are unacceptable to PCB.

3.1.2 FINANCIAL PROPOSAL

A separate Financial Proposal for which the Bidder is interested in bidding for must be received by PCB on or before **11:00 a.m. 6th January, 2023 (Bid Submission Deadline)**. Each Financial Proposal for a category of Rights should be in a separate sealed envelope and should be addressed to PCB and marked "FINANCIAL PROPOSAL FOR SERIES IN KARACHI".

The Financial Proposal should clearly state in words and figures the amount in Pakistan Rupees which the Bidder is offering for the Rights.

The financial proposal must be accompanied by a bid security amounting to 5% of the respective bid amount.

- 3.2 All Bids must full comply with the terms, conditions and procedures required under this ITT.
- 3.3 Bids which have any conditions or additional terms attached to them which are not contemplated by this ITT or are conditional upon or subject to any condition precedent

will not be accepted, including, without limitation, in relation to the identity of, or arrangements regarding, venues, participating teams or scheduling of Matches.

- 3.4 Each Bidder is solely responsible for obtaining all further information necessary or expedient for the purpose of making its Bid (and will be deemed to have done so before making any Bid) and complying with this ITT.
- 3.5 Each Bidder in submitting its Bid warrants and undertakes to PCB that:
- (a) the information contained in its Bid is not false or misleading; and
 - (b) if, following submission of its Bid, there is any change in its circumstances which may render such information, it will promptly notify PCB in writing setting out the relevant details in full.

3.6 BID OPENING AND EVALUATION

3.6.1. FOOD VENDOR RIGHTS IN KARACHI AND MULTAN

- (a) Technical

Technical Proposals for Food Vendor Rights will be opened at **11:30 a.m. Pakistan Standard Time on 6th January, 2023** at the offices of the PCB at Gaddafi Stadium Lahore, or as the case may be, National Cricket Stadium Karachi. Bidders, if they desire, may have a representative present at the time of opening of Technical Proposals to confirm that their respective bids are sealed and in the same condition in which they were submitted.

The Technical Proposal for Food Vendor Rights in Karachi shall be passed by the Bid Committee constituted by PCB for this purpose if the following conditions are met:

- (i) the information and documentation set forth in Clause 3.1.1 has been provided to the satisfaction of the PCB;
- (ii) the Bid Committee is of the opinion that the relevant Bidder shall be able to fulfill its obligations in respect to the Rights being tendered; and
The Financial Proposals of those Bidders whose Technical Proposal has not been passed shall be returned unopened.

- (b) Financial

Financial Proposals for Food Vendor Rights of those Bidders whose Technical Proposals have been passed by the Bid Committee constituted by PCB for this purpose shall be opened at **03:00 p.m. Pakistan Standard Time on 6th January 2023** at the offices of the PCB at National Stadium Karachi/GSL. Each Bidder will be entitled to have one (01) authorized representative present at the opening of the Financial Proposals subject to notification to PCB in writing of the identity of such individuals at least three (03) Business Days in advance.

Following the announcement of the Reserve Price by the Bid Committee and subsequent opening of the Financial Proposals, the procedure set out below shall apply to determine the successful Bidder for Food Vendor Rights in Karachi and Lahore:

- (i) The PCB will open all the Bids for Food Vendor Rights in Karachi or Lahore
- (ii) If the highest Bid meets the PCB Reserve Price, the Food Vendor Rights in Karachi will be awarded to the highest Bidder.
- (i) If none of the Bids received for Food Vendor Rights in Karachi or Lahore meet the Reserve Price, the PCB may at its discretion ask for unconditional and irrevocable Revised Offers in writing from all technically qualified Food Vendor Bidders. In such case, the Revised Offers must be made within such time as may be stipulated by PCB, not be less in value than the value of the previous Financial Proposal of the Bidder and be valid for a period of thirty (30) days from the date that the Revised Offer is made. All original offers will remain valid unless superseded by a compliant Revised Offer. No further security need be provided in respect of the Revised Offers. Following the receipt of Revised Offers, the same process as set out in paragraph (i) and (ii) above will be followed to determine the successful Bidder(s).
- (ii) If following the receipt of Revised Offers, the Reserve Price for the Food Vendor Rights is still not met by any Bidder, the PCB may award the Rights to the highest Bidder in such manner that the PCB receives maximum value or may take further steps to deal with the Rights in such manner as it deems fit in order to try and extract the maximum value for the Rights on offer.
- (v) In case of a tie between two or more Bids for Food Vendor Rights in Karachi, the tied Bidders will be asked to submit revised Financial Proposals within one (01) hour of opening of the Financial Proposals (or such other time period as the PCB may stipulate) and thereafter the Food Vendor Rights in Karachi will be awarded to the highest Bidder. If the revised Financial Proposals are still tied, there will be an open auction between the tied Bidders to be conducted in such manner as the PCB stipulates.

4. GENERAL TERMS AND CONDITIONS

- (a) All Bidders should immediately provide to the PCB a fax number and e-mail address where they can be contacted.
- (b) If any Bidder requires any clarification it must address the same to the PCB in writing by fax as well as e-mail at the address provided below:

Attention: Brig. (r) Jahingir Akram Cheema
General Manager Administration

Address: Pakistan Cricket Board
Gaddafi Stadium, Ferozepur Road,
Lahore, Pakistan".

- (c) All bids will be deemed to be unconditional regardless of any conditions the Bidders may attach thereto. The PCB may in its discretion reject any bid which attaches any condition unacceptable to the PCB.
- (d) All bids will be valid until one (01) month from the date on which the Financial Proposal is scheduled to be opened.
- (e) All Financial Proposals must be expressed in Pakistani Rupees and should be unconditional.
- (f) The successful Bidder(s) will be required to execute, two (2) business days of the award being intimated to the successful Bidder(s) by the PCB, the contracts in the form provided by the PCB. Failure to execute such contracts and to provide the 100 % payment of the Rights Fee in advance will lead to the successful Bidder(s) forfeiting the security provided. In such circumstances the PCB will be free to deal with the concerned Rights in such manner as it deems appropriate.
- (g) Once the successful Bidder has executed the relevant contract, paid the Rights Fee and provided the guarantee/post-dated cheques contemplated by the contract where applicable, the bank guarantees or security provided by it with its bid and also by the unsuccessful Bidder(s) will be returned to them without any interest or mark up within thirty-five (35) days of the bid opening.

THE PCB RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN ITS DISCRETION AND PCB IS NOT OBLIGED TO PROVIDE REASONS FOR ACCEPTING OR REJECTING SUCH BIDS NOR IS IT OBLIGED TO ACCEPT THE HIGHEST BID.

PCB RESERVES THE RIGHT TO VARY, AMEND, ADD TO OR CLARIFY THIS ITT OR THE TERMS AND CONDITIONS CONTAINED HEREIN AT ANY STAGE OR TO CANCEL THE ENTIRE BIDDING PROCESS AND PRIVATELY NEGOTIATE ANY OR ALL RIGHTS AVAILABLE AND NO BIDDER OR PROSPECTIVE BIDDER WILL HAVE ANY CLAIM AGAINST THE PCB ARISING FROM SUCH ACTIONS BY THE PCB.

THIS ITT DOES NOT CONSTITUTE AN OFFER, REPRESENTATION, WARRANTY OR STATEMENT BY THE PCB OR ANY OTHER TERM WHICH MAY ENTAIL ANY LEGAL LIABILITY FOR THE PCB. THE PARTIES IN RECEIPT OF THESE DOCUMENTS CONFIRM AND AGREE THAT IN CONSIDERATION OF THE PCB PROVIDING THIS ITT TO THEM, THEY WILL NOT HOLD THE PCB LIABLE FOR ANY DAMAGE THEY MAY SUFFER OR MAKE ANY CLAIM IN RESPECT OF ANY MATCHES/TOURNAMENT COVERED BY THIS ITT OR OTHERWISE BASED ON

THIS ITT AND IN THE EVENT OF ANY CLAIM THE LIABILITY OF THE PCB WILL BE RESTRICTED TO THE AMOUNT OF ANY SECURITY PROVIDED BY SUCH PARTY PURSUANT TO THIS ITT WHICH REMAINS IN THE POSSESSION OF THE PCB.

ANY TIME PERIODS OR OTHER TERMS CONTAINED HEREIN MAY BE VARIED OR WAIVED BY THE PCB IN ITS DISCRETION.

SCHEDULE A

FOOD VENDOR RIGHTS AGREEMENT

FOOD VENDOR RIGHTS FOR SERIES IN KARACHI

This AGREEMENT is made and entered into Lahore on this _____ day of January 2023

by and between

Pakistan Cricket Board, a statutory corporation established by the Federal Government vide S.R.O. No.1045(I)/2019 dated 19th August 2019, controlling the affairs of the game of cricket in Pakistan and having its offices at Gaddafi Stadium, Lahore through its Chief Operating Officer, Barrister Salman Naseer (hereinafter referred to as “**PCB**”, which expression shall where the context so admits, mean and include its successors in interest and assigns) of the one part;

And

_____, a company duly incorporated and existing under the laws of Pakistan having its head office at _____, through its _____ (hereinafter referred to as the “**Food Vendor**”, which expression shall where the context so admits, mean and include its successors in interest and permitted assigns) of the other part.

(PCB and the Food Vendor are hereinafter collectively referred to as the “**Parties**” and individually also referred to as a “**Party**”).

WHEREAS, PCB invited bids for Food Vendor Rights in respect of the New Zealand Tour to Pakistan scheduled to be held in January, 2023 in accordance with the schedule provided under Annexure 1 (the “**Series**”);

AND WHEREAS, pursuant to the successful bid of the Food Vendor for matches to be held at National Cricket Stadium, Karachi (NSK). PCB has agreed to grant to the Food Vendor certain rights in respect of the Series (the “**Food Vendor Rights**”) on the terms and conditions detailed hereinbelow.

NOW THEREFORE, in consideration of the payments to be made hereunder by the Food Vendor to PCB and the mutual undertakings and obligations of the Parties in accordance with the terms and subject to the conditions set out herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

“**Agreement**” shall mean this Agreement executed between the Parties along with its Annexures.

“**Applicable Law**” shall mean all applicable laws, regulations, rules, levies, taxes, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent authority within Pakistan (or applicable part thereof), including, without limitation, any laws and regulations relating to the transmission and communication to the public of audio-visual material relating to any Match.

“**Business Day**” means a day (other than a Saturday or Sunday or public holiday) when banks are open for the transaction of normal banking business in Pakistan.

“Designated Account” means the bank account of PCB with the following details:

PKR Routing Instructions for Wire Transfer:

"Please Transfer To:

Account Title:	PAKISTAN CRICKET BOARD
Account Number:	0113128235011
IBAN#	PK05AIIN0000113128235011
Bank:	Al Baraka Bank (Pakistan) Limited,
Branch Code	0312
Address:	95-B Hali Road, Gulberg II, Lahore

“Effective Date” shall mean the date on which this Agreement comes into force and effect pursuant to Article 3.

“Food Vendor Liaison” shall mean the individual appointed by the Food Vendor from time to time to liaise with the PCB in order to facilitate the operation of this Agreement.

“Food Vendor Rights” or “Rights” shall mean the rights awarded to the successful bidder to sell Food items mentioned in Annexure 2.

“ICC” means the International Cricket Council.

“Intellectual Property” means any and all copyright, designs, trademarks, trade names, Internet domain names, insignia, service marks, patents, database rights, inventions and discoveries and all other intellectual and industrial property rights of a similar or corresponding nature as extended or renewed from time to time (whether registered or capable of registration or not) and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto, including the right to sue for damages (and retain such damages) and all other legal and equitable remedies in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature.

“Interest Period” means, in relation to each payment under this Agreement which is not paid on the due date, the period of three (03) months commencing on the due date and each successive period of three (03) months thereafter provided that, if an Interest Period would otherwise end on a day that is not a Business Day, that Interest Period shall be extended so as to end on the next Business Day unless that day falls in the next calendar month in which case the Interest Period shall be shortened so as to end on the previous Business Day.

“KIBOR” means the Karachi Interbank Offered Rate for deposits in Pakistani Rupees.

“Match” means any Match played as part of the Series, for which PCB owns the Rights, and **“Matches”** mean more than one Match.

“Pakistan” shall mean the Islamic Republic of Pakistan.

“PCB Liaison” shall mean the individual appointed by PCB from time to time to liaise with the Food Vendor to facilitate the operation of this Agreement.

“Rights Fee” shall bear the same meaning as ascribed to that term in Article 8.

“**Term**” means the duration commencing from the Effective Date until conclusion of the Series.

“**Venue**” means the National Stadium Karachi or Gaddafi Stadium Lahore, depending on the context and matches schedule.

ARTICLE 2 RULES OF INTERPRETATION

2.1. In this Agreement, unless the contrary intention appears:

- a. a reference to a statute, ordinance, code or other law shall include rules, regulations, by-laws, consolidations, amendments, re-enactments or replacements of any of them;
- b. a reference to an article or a schedule is a reference to an Article of or an Annexure to this Agreement;
- c. a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- d. the singular includes the plural and vice versa;
- e. the word “person” includes a firm, a body corporate, an unincorporated association or an authority and a person’s successors or assigns;
- f. if a period of time is specified and it is from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- g. a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

2.2. The use of headings in the Articles of this Agreement, is for convenience only and shall not affect the construction of the individual Articles or limit, alter or affect the meaning of this Agreement as a whole.

2.3. The waiver of any breach of, or failure to enforce, any term or condition of this Agreement, shall not be construed as a waiver of any other breach of the same or any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

2.4. The Annexures hereto shall form an integral part of this Agreement.

ARTICLE 3 EFFECTIVENESS AND DURATION OF AGREEMENT

Subject to Article 8, this Agreement shall come into force and effect two (02) days prior to the date on which the first Match of the Series is scheduled to take place at the Venue i.e. 1th January 2023 (the “**Effective Date**”) and, unless terminated earlier in accordance with the terms of Article 13, shall terminate after fifteen (15) days upon conclusion of the last Match of the Series at the Venue(the “**Term**”), without prejudice to rights and obligations accrued prior to such termination.

ARTICLE 4 SERIES

- 4.1 The tentative schedule of the proposed Series is set out in Annexure 1 hereto and shall be subject to change in the discretion of the PCB; provided that the Food Vendor will be notified of any proposed changes by the PCB. The PCB reserves the right in its discretion to cancel the Series or any Match(es) in any Series.
- 4.2 The Food Vendor acknowledges that PCB:
- (i) reserves the right in its sole discretion to change the indicative schedule, venue and format of the Series set out in Annexure 1;
 - (ii) makes no guarantee whatsoever that the Series will take place; and
 - (iii) subject to the provisions set out under Annexure 1, shall not be liable to the Food Vendor under any circumstances in the event that any particular Match or the entire Series is cancelled, abandoned or postponed for any reason.

ARTICLE 5 GRANT OF RIGHTS

- 5.1 In consideration of the payment of the Rights Fee by the Food Vendor and the performance by the Food Vendor of its other obligations set out under this Agreement, PCB hereby grants to the Food Vendor the right and license to exercise the Food Vendor Rights, as more particularly described in Annexure 2, subject to the terms, conditions and restrictions set forth in this Agreement and in the Annexures hereto.
- 5.2 For the avoidance of doubt it is clarified that the Food Vendor Rights, which may be exercised only during the Rights Period, are restricted to the Series and no rights are being granted in respect of any other matches whether arranged and controlled by PCB or not.
- 5.3 PCB is not legally bound to secure for the Food Vendor any right not expressly set forth in this Agreement and no such term or contract may be implied.
- 5.4 It is agreed between the Parties that all Intellectual Property in the Food Vendor Rights for the Series shall vest in the PCB at all times and the PCB hereby grants the Food Vendor a license to use such intellectual property only for the purposes of exercising the Rights in accordance with the terms hereof and not for any other purpose whatsoever.

- 5.5 The Food Vendor shall not allow any third party to use the data/information/content emanating from the Rights for any purpose other than exercise by assignees of the Food Vendor (if any) in accordance with the terms set forth herein and if informed by the PCB of such violation, the Food Vendor shall ensure that the violation ceases forthwith.
- 5.6 The Food Vendor will forthwith comply with any instructions that may be received from the PCB.
- 5.7 Without prejudice to the rights of PCB to take such action as it deems fit to protect its rights and Intellectual Property, PCB agrees that the Food Vendor shall be entitled, at entirely its own cost and expense, to take anti-infringement measures against any third party infringing rights granted to it by PCB hereunder and PCB will, if required by the Food Vendor, confirm in writing that the Rights have been granted exclusively to the Food Vendor as per the terms of this Agreement. Save as aforesaid, PCB will have no further liability arising from any third party infringements of rights granted hereunder to the Food Vendor.
- 5.8 PCB does not in any way represent or guarantee that any relevant government authority (Pakistani or foreign) or corporation will provide any facilities or rights to the Food Vendor and if any of these entities fail to comply with requests of the Food Vendor, PCB will not be liable to refund or adjust any portion of the Rights Fee.

ARTICLE 6 OBLIGATIONS OF THE FOOD VENDOR

6.1. The Food Vendor shall, throughout the term of this Agreement:

- (a) comply with the laws of Pakistan and any rules, regulations and guidelines prescribed by PCB;
- (b) act in good faith in relation to PCB;
- (c) not make or authorise or permit any of its officers or employees to make any defamatory statement regarding PCB, the ICC, or any team or individual cricketer or coach, support staff or team official or match official participating in the Series and not do, or authorize or permit any of its officers or employees, agents or contractors to do, anything which brings the game of cricket, PCB, the ICC, or any of their respective officers or employees, the Series, players, coaches, support staff or team officials into disrepute;
- (d) not incur any liability on behalf of PCB nor in any way pledge or purport to pledge the credit of PCB or represent itself to any person as agent for, or of, PCB;
- (e) be responsible for the conduct of its employees, officers, agents, contractors and production personnel involved at the Series;

- (f) not exercise any of the Food Vendor Rights in a manner which may, in the reasonable opinion of PCB, be considered to be prejudicial to the image of PCB, ICC, the Series or the game of cricket; and
- (g) not in any manner whatsoever infringe the rights of any of PCB's sponsors and/or rights holders. It shall be the Food Vendor's responsibility to seek, from the PCB Commercial Department, information, guidance and directions in relation to PCB's sponsors and/or rights holders at all material times.

6.2. The Food Vendor will be responsible to arrange for all facilities, Tentage, Furniture, lighting licenses, Electricity, Generators and the like required for it to exercise the Rights at its own cost and expense entirely and the PCB does not provide any representation, warranty or undertaking in respect of the same. If any claim is made against the PCB arising from a breach by the Food Vendor of any law, regulation or intellectual property right, the Food Vendor will indemnify the PCB in respect of such claim.

6.3. The Food Vendor shall not promote tobacco, any alcoholic beverages or betting/gambling or any other product or service, which PCB, feels in its reasonable discretion, violates the religious or cultural sensitivities of the people of Pakistan.

6.4. The following restrictions shall apply to any advertising placed by the Food Vendor in the relevant Food Vendor where the Match is being screened:

- a) Unless the PCB agrees in writing, the in-stadia signage must not carry more than one advertisement/message per panel, though multiple panels may be utilized for conveying a single communication or for advertising a single company or product. In case of digital in-stadia signage, such signage must only display one advertisement/message at a time.
- (b) Nothing written in any language apart from Urdu, English or a regional language of Pakistan (e.g. Punjabi, Sindhi, Pashto, Balochi, Hindko, Saraiki etc.) may be featured on signage displayed at the stadia where Matches are played. No photographs of any political or religious personalities nor any messages/slogans of a political or religious nature will be allowed to be displayed on such signage, and PCB will be the sole arbiter of whether or not this restriction is applicable to any signage.
- (c) The designs, in full colour, of all advertising panels intended to be displayed shall be submitted for PCB's written approval prior to being displayed for the first time during any Match, and PCB shall either approve or reject the said designs within three (03) working days of receiving the same. The purpose is to ensure that only such advertisements are put on display as are acceptable for and compatible with religious and cultural values in Pakistan as well as applicable laws in the country where the relevant Series is being played.

6.5. The Food Vendor shall within one (01) week of the Effective Date appoint the Food Vendor Liaison. The Food Vendor Liaison shall liaise with the PCB Liaison to facilitate the smooth exercise of the Rights.

6.6. In no circumstances shall either Party be liable to the other for any indirect or consequential loss (including loss of profit) in the event of a Party being in breach of any of the terms hereof.

6.7. It is clarified that the amount payable to the PCB for the grant of the Rights herein to the Food Vendor shall not include any production costs associated with the exercise of such Rights, if any, and such costs shall be borne entirely by the Food Vendor.

ARTICLE 7 OBLIGATIONS OF PCB

The PCB agrees as under:

- (a) without prejudice to its discretion to cancel the Series or any Match(es) therein, it will try and ensure that once the final schedule in respect of Matches in a Series is intimated to the Food Vendor, each of the scheduled Matches take place;
- (b) it will within one (01) day of the date of this Agreement appoint a PCB Liaison; and
- (c) it will not grant to any third party the rights granted to the Food Vendor under this Agreement.

ARTICLE 8 CONSIDERATION

8.1. In consideration of PCB granting the Food Vendor Rights for the **2023** Series as detailed under Annexure 2, the Food Vendor shall pay to the PCB a total sum of PKR _____ (**Pakistan Rupees _____ only**), inclusive of taxes, hereinafter referred to as the "**Rights Fee**". The Rights Fee shall be paid 100% in advance at the time of signing the Agreement.

8.2 Any and all payments to be made under this Agreement by the Food Vendor to PCB must be made into the Designated Account in Pakistan Rupees free and clear of, and without deduction or liability for, any and all taxes (including VAT, sales/service and withholding tax), set-offs, deductions and/or withholdings of whatsoever nature excluding withholding in respect of income tax only which may be applicable in respect of such payment.

8.3 The Food Vendor shall be solely responsible for any such taxes, set-offs, deductions or withholdings excluding withholding in respect of income tax only, and in the event that any such taxes, set-offs, deductions and/or withholdings are required to be made by the law of any relevant jurisdiction or if any such jurisdiction shall prohibit payment of any such amount clear of any tax, set off, deduction or withholding then the Food Vendor shall gross up the relevant amount so as to ensure that PCB receives the full amount of the Rights Fee.

8.4 To the extent that the Food Vendor does not comply with Applicable Law, especially as regards any tax, duty or other fiscal imposition, the Food Vendor shall indemnify the PCB in respect of any claim that may be made against the PCB arising from such non-compliance. If by virtue of any Applicable Law, PCB is obliged to charge sales tax, advance tax or any other tax from the Food Vendor, or to collect or charge any advance tax or other amount from the Food

Vendor, PCB shall include such amounts in its invoices submitted to the Food Vendor and the Food Vendor shall be obliged to pay such amounts to PCB in addition to the Rights Fee at the time of payment of the relevant Rights Fee.

8.5 Any payment due to PCB by the Food Vendor under this Agreement which are not made on the due date shall be subject to interest at the rate of at the rate of KIBOR plus five percent (5%) per annum in case the Food Vendor is a Pakistani entity, payable quarterly (and, if not paid, compounded) on the last day of each Interest Period.

ARTICLE 9 NO EXCLUSIVITY

For the avoidance of doubt, it is clarified that the Food Vendor shall not have any advertising exclusivity with respect to its products or services nor will it have any other type of exclusivity whatsoever.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1. The Food Vendor represents and warrants to PCB that:

- (a) it is a company duly incorporated under the laws of Pakistan;
- (b) it has power and authority to enter into and perform this Agreement and the transactions contemplated by it and its entry into and performance of this Agreement and the transactions contemplated by it, including but not limited to the exercise itself or assignment/sale of the Rights, does not constitute a breach of any obligation or default of any agreement by which it is bound;
- (c) nothing contained herein conflicts with any of the provisions of the Memorandum and Articles of Association or similar or other documents relating to the incorporation of the Food Vendor;
- (d) the persons signing this Agreement on behalf of the Food Vendor have been duly authorised by the board of directors (or any other competent authority) of the Food Vendor and no other action is, or will at any time during the Rights Period be, necessary to authorise the signature and entry into of this Agreement or the performance of any obligation provided for in or contemplated by this Agreement;
- (e) the Food Vendor shall at all times exercise the Rights in the manner and subject to the terms set forth in the Agreement (including the Schedules hereof).

10.2. PCB represents and warrants to the Food Vendor that:

- (a) it is a statutory corporation duly existing under law;

(b) it has power and authority to enter into and perform the Agreement and the transactions contemplated by it and its entry into and performance of this Agreement and the transactions contemplated by it do not constitute a breach of any obligation or default of any agreement by which it is bound and the person executing this Agreement on behalf of PCB is duly authorised to do so; and

(c) it owns the Rights that it is granting to the Food Vendor herein.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

11.1. PCB owns and retains ownership of all Intellectual Property Rights produced and developed by PCB and has license to use all other intellectual property provided to the Food Vendor by PCB itself or its representatives/assignees. The Intellectual Property in the logos provided by the Food Vendor shall vest in the Food Vendor and PCB shall only use it for the purposes set out herein.

11.2. For the avoidance of doubt, it is clarified that the Food Vendor will have no Intellectual Property Rights in the content provided to it by the PCB and the Intellectual Property Rights in this connection shall vest solely with PCB.

ARTICLE 12 FORCE MAJEURE AND COVID 19

a) Neither Party shall be considered to be in default or in breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented by any event of Force Majeure which may arise after the date of this Agreement, provided that affected Party gives to the other Party a written notice within 14 days indicating the beginning of such circumstances.

b) For the purposes of this Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations impossible and includes but is not limited to wars, civil riots, natural disasters, hostilities, public disorder, epidemics, fires, acts of God or governmental restrictions and actions.

c) Force Majeure shall not include:

- i. any event which is caused by the willful action of a Party;
- ii. an event which a diligent Party could reasonably have expected to (a) have taken into account as at the Effective Date, or (b) have avoided or overcome in the course of carrying out its obligations under this Agreement.

Force Majeure shall not include insufficiency of funds for whatever reason or excuse any failure to make any payment required by the instant Agreement.

- (a) If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of Force Majeure, it shall promptly serve written notice on the other Party specifying the matters constituting Force Majeure and providing the other Party with its best estimate of the likely extent and duration of Force Majeure. The Party prevented from performing its obligations under this Agreement by Force Majeure shall be excused from performance of such obligations from the date of such notice for so long as Force Majeure continues provided that:
- i. such Party shall, throughout the duration of Force Majeure, take all reasonable steps to mitigate the effects of Force Majeure and bring Force Majeure to a close; and
 - ii. upon cessation of Force Majeure the Party affected shall promptly serve notice in writing on the other of such cessation and shall resume performance of its obligations under this Agreement.
- (b) Each Party shall work to minimise any impact that the strain of the coronavirus disease impacting events, workforces and operations globally at the date of execution of this Agreement and any mutations thereof (“**COVID-19**”) has on its ability to meet any obligation and shall keep the other party regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption.
- (c) Any period within which a party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which that party was unable to perform such action as a result of Force Majeure or COVID-19.
- (d) If performance by either Party of such Party’s obligations under this Agreement is only partially affected by Force Majeure, such Party shall, at the other Party’s sole option, nevertheless remain liable for the performance of those obligations not affected by Force Majeure or COVID-19.
- (e) Neither Party shall be liable to the other for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to Force Majeure if and to the extent that such breach or non-performance is permitted.

ARTICLE 13 BREACH AND TERMINATION

- 13.1. PCB may forthwith terminate this Agreement without prejudice to any rights that may have accrued under this Agreement prior to such termination, if the Food Vendor:
- a. is in breach of its obligations under this Agreement, including obligations for payment of any sums to PCB under this Agreement, and has not remedied the same within two (02) working days following the receipt by the Food Vendor of PCB’s notice specifying such breach, without prejudice to any claim PCB may have for damages against the Food Vendor;

- b. becomes insolvent or bankrupt or enters into any arrangement with its creditors for relief of debt or takes any advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. fails to comply with any final decision reached as a result of Dispute resolution proceedings pursuant to this Agreement;
 - d. fails to provide payments to PCB in accordance with the terms hereof; and
 - e. submits to PCB a statement which has an adverse material effect on the Rights, obligations or interests of PCB and which the Food Vendor knows or should reasonably have known to be false.
- 13.2. The Food Vendor may terminate this Agreement in case of material breach by PCB. In case of a breach capable of remedy, the Food Vendor may only terminate this Agreement in case PCB does not remedy its breach within fourteen (14) days of the Food Vendor's written notice to the PCB specifying the breach. The Parties agree that PCB shall not be in breach of this Agreement except where PCB has, by its own actions or failures, prevented the Food Vendor from exercising the Rights or fails to grant the Rights given in this Agreement to the Food Vendor.
- 13.3. In no circumstances shall the liability of PCB to the Food Vendor for breach of the terms of this Agreement or for negligence or for any other legal claim relating to this Agreement or relating to the Rights or the exercise thereof exceed the total amount received by PCB from the Food Vendor in respect of the affected Match(es) under the terms hereof.

ARTICLE 14 CESSATION OF RIGHTS AND OBLIGATIONS

- 14.1. Upon expiry of the Term or termination of this Agreement for whatever cause (including those in accordance with Article 13 above), as the case may be, the Rights shall forthwith revert to PCB and the Food Vendor shall forthwith cease to exercise and exploit the Rights, and the Food Vendor shall ensure that all persons permitted by it to exploit, use, reproduce or apply any of the Rights pursuant to this Agreement shall forthwith cease to exploit, use, reproduce or apply such Rights for any purpose whatsoever.
- 14.2. Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which may have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination. These include:
- a) rights and obligations that have accrued as of the date of termination or expiration;
 - b) any right which either Party may have under the law;
 - c) the indemnification obligations set forth in this Agreement;

- d) the confidentiality obligations under Article 16 hereof; and
- e) the dispute resolution provisions set forth in Article 15.

ARTICLE 15 DISPUTES

15.1 The provisions contained in this Article shall survive the termination and/or expiration of this Agreement. Dispute resolution under this Article shall be a condition precedent to any other action under law.

15.2 Unless otherwise stated herein, any and all disputes arising out of, in connection with or in relation to this Agreement, including any question regarding its interpretation, existence, validity or termination, shall first be settled amicably in the spirit of goodwill and mutual accommodation and if this should not be possible in fifteen (15) days then the matter shall be referred to and finally resolved by the dispute resolution mechanism provided for under Clause 37 of the PCB Constitution.

Each dispute submitted by a Party shall be heard by a sole adjudicator, who shall be either a retired judge of a High Court or of the Supreme Court of Pakistan, appointed by mutual agreement between the Parties.

The seat or legal place of the proceedings shall be in Lahore, Pakistan. The language of the proceedings shall be English.

15.3 In any proceedings under this Agreement, the decision of the adjudicator shall be final and binding. Each Party shall bear its own costs of the proceedings.

ARTICLE 16 CONFIDENTIALITY

16.1. The Food Vendor, its assignees/contractors/employees/personnel or any of them shall not, either during the term of this Agreement or after the expiration of this Agreement, disclose any proprietary or confidential information relating to this Agreement, the Matches PCB's business or operations without the prior written consent of PCB, unless such disclosure is required by law or regulation of Pakistan or such information has entered the public domain other than through a breach by the Food Vendor of this Agreement. The Food Vendor shall ensure that its assignees/ contractors/ employees/ personnel are bound by and comply with the requirement of confidentiality set out in this Article.

16.2. PCB shall not, either during the term of this Agreement or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Food Vendor's business or operations without the prior written consent of the Food Vendor, unless such disclosure is required by law or regulation of Pakistan or such information has entered the public domain other than through a breach by PCB of this Agreement.

ARTICLE 17 INDEMNITY

The Food Vendor shall indemnify and hold PCB, its officers, employees and agents harmless from and against all expenses, claims, actions, liabilities, costs or proceedings which PCB, its officers, employees or agents may incur, or which may arise, directly or indirectly, out of or in connection with this Agreement, or from any exercise of the Rights by the Food Vendor and/or its contractors/employees/personnel and/or otherwise howsoever in connection with this Agreement.

PCB shall indemnify and hold the Food Vendor, its officers, employees and agents harmless from and against all claims, liabilities and proceedings that they may incur or be subject to as a consequence of a breach by PCB of the terms hereof.

ARTICLE 18 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

ARTICLE 19 ENTIRE AGREEMENT

The instant Agreement, along with the Annexures thereto, constitutes the entire agreement between the Parties in respect of the subject matter hereof and hereby cancels and supersedes any and all prior oral or written agreements or understandings between the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth in this Agreement or the Annexures.

ARTICLE 20 MODIFICATION

Modification of the terms of this Agreement may be only made by written agreement between the Parties.

ARTICLE 21 COMPLIANCE TO THE SUPPLIER CODE OF CONDUCT (SCOC)

The Food Vendor acknowledges that it has read the PCB Supplier Code of Conduct (SCOC) and agrees to:

- a) comply (which includes ensuring compliance by itself, its staff, agents, affiliates and sub-contractors) with the SCOC;
- b) take at its own cost any action reasonably required by PCB to;
- c) verify its compliance with the SCOC; and
- d) rectify any non-compliance with the SCOC, within the timeframe stipulated by PCB.

ARTICLE 22 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan and the courts of Lahore shall have exclusive jurisdiction.

ARTICLE 23 PARTIAL INVALIDITY

If any provision of this Agreement is prohibited, unenforceable, void or invalid, that shall not invalidate, or otherwise affect the enforceability of the remaining provisions hereof.

ARTICLE 24 NOTICE

24.1 Any notice, correspondence, request, approval, or consent of either Party with reference to this Agreement shall be in writing and in English, and shall be sent by hand delivery, by prepaid registered airmail or fax or email transmission (confirmation copy being followed by mail/courier) to the address of the recipient set forth below:

To PCB:

Name: Brig. (r) Jahingir Akram Cheema

GM HR & Administration
Pakistan Cricket Board
Address: Pakistan Cricket Board
Gaddafi Stadium, Ferozepur Road,
Lahore, Pakistan.
Tel: +92 42 35717231 to 34
Fax: +92 42 35711860

To the Food Vendor:

Name:

Address:

Tel:

Fax:

24.2 Either Party, by written notice to the other Party, may change the address to which such communications shall be directed.

24.3 Unless otherwise specifically provided in this Agreement, communications pursuant to this Article 24 between the Parties shall be considered as given on the date of delivery if sent by hand delivery; on the seventh (7th) day after posting if sent by registered airmail, and on twenty-four (24) hours after transmission if sent by telefax or email (the confirmation of which shall be followed by mail/courier).

24.4 The effectiveness of a Notice under Article 24 is expressly conditioned upon it being issued in writing in accordance with the provisions set out above

ARTICLE 25 COUNTERPARTS

This Agreement may be signed in two counterparts both of which shall be considered one and the same Agreement and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

PCB

Food Vendor

By: _____

By: _____

Name:
Title:

Name:
Title:

WITNESSES:

- 1. _____
- 2. _____

Name:
CNIC:
Address:

Name:
CNIC:
Address:

ANNEXURE 1

The schedule for the Series matches is set out below:

Three ODI at NSK Pak Vs Nz (D/N) on 10, 12 and 14th January, 2023

CANCELLATION

PCB may cancel or reschedule the Series (or part thereof) in its discretion but will endeavour not to do so unless there are sound reasons.

- (i) If the Series is cancelled and is not held again within the same calendar year ("Replacement Series"), then the amount bid for and paid in advance, if any, shall be refunded in full to the Food Vendor within forty five (45) days of the cancellation.
- (ii) If any Match is cancelled prior to its commencement other than by reason of adverse weather conditions, the Food Vendor will be entitled to a refund of the amount payable for such Match (if such amount has already been paid) within forty five (45) days of the cancellation. For the avoidance of doubt, it is clarified that each Match in a Series will carry equal weightage for the purposes of calculating the value of the refund in case of cancellation.

ADDITIONAL MATCHES

Where PCB schedules any additional Match(es) in the Series, then an extra amount will be payable by the Food Vendor for the relevant Rights in respect of each such additional Match.

ANNEXURE 2
Food Vendor Rights

The Food Vendor will enjoy the following Rights for the length of the Series at the NSK (i.e. from the date the first Match of the Series is played until conclusion of the final Match of the Series):

- The Food Vendor shall have the right to sell any food item including those which are packaged i.e. chips, biscuits, cakes, chocolates and/or candies.
- The Food Vendor shall not sell any kind of Beverage including any kind of soft drink, & juice
- No Tea other than Tapal Tea can be sold in the premises. We can assist in vendors purchasing Tapal tea directly from the company.

Moreover, the Food Vendor must ensure the following services are provided:

- Three foreign fast food franchise in 4 enclosures at the NSK (VVIP Enclosures), Not full menu but Value meals with max price range of a meal PKR 500
- High end ice cream brands i.e Baskin Robbins/Hagen Daz for two VVIP enclosures at NSK. Walls ice cream for all enclosures
- Popcorns (Flavored) for VVIP enclosures (Needs specification)
- Control Rate selling prices

The Food Vendor shall ensure that all products are packaged and/or distributed in boxes. No item which is not packaged/boxed shall be allowed to be sold.