

# Supplier Code of Conduct



## **A. INTRODUCTION, SCOPE AND APPLICABILITY**

1. The Pakistan Cricket Board (“PCB”) has been established under the Sports (Development and Control) Ordinance, 1962 as a body corporate having perpetual succession to regulate, administer, manage and promote the game of cricket as an autonomous governing body throughout Pakistan. In this regard, the PCB operates in a transparent manner whilst ensuring that all decisions are made on merit and in the best interests of Pakistan cricket.
2. The PCB is committed to ensuring that sustainability is practiced in day-to-day business to be conducted in a legal, ethical and responsible manner. This commitment must also be reflected in the relationships that PCB maintains with its suppliers and the PCB expects all its suppliers to share the principles which are expressed in this Supplier Code of Conduct (hereinafter referred to as the “SCoC”) and constitute an important component of supplier/vendor selection and evaluation.
3. This SCoC is based on the principles of internationally recognized standards for responsible and sustainable corporate governance and sets out the mandatory minimum requirements for PCB’s partners in their commercial and/or business relationships whilst outlining the expectations from such partners when conducting business with or on behalf of the PCB, whether locally or internationally.
4. For the purposes of this SCoC, suppliers who we expect to comply with the standards set out herein shall include all parties who act for, on behalf of, or together with the PCB in relation to the provision of goods, services, functions or activities. These include, inter alia, suppliers, vendors, commercial partners, sponsors, right holders, consultants, agents, subcontractors etc.
5. This SCoC is not intended to replace applicable national and international laws and regulations, but to supplement the same with further labour and social standards and is to be interpreted and applied accordingly, without prejudice to the applicability of such other laws and regulations.
6. Where the provisions of the SCoC may conflict with the terms of contract executed between the PCB and the Supplier, the SCoC shall take precedence, unless specifically stated otherwise.

## **B. DEFINITIONS**

- a) **Applicable Laws** mean all applicable laws, regulations, rules, taxes, levies, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent authority (or applicable part thereof).
- b) **Blacklisting** means the act of disqualifying a person or an entity from participating in any PCB procurement for a given period.



- c) **Debarment** means being legally excluded from participating in all types of procurement proceedings of the PCB for a given period.
- d) **Goods** shall mean and include products and objects of all kinds and description such as equipment and commodities in any form and includes assets such as moveable and immovable property, goodwill, intellectual property and proprietary rights as well as any service incidental thereto if the value of such services does not exceed the value of the relevant goods.
- e) **Intellectual Property** covers any works of intellectual creation irrespective of its commercial value including, but not limited to, literary works, music, films, TV programs, visual works and software that are protected under relevant laws (e.g. copyright, trademark, design or patent) as trade secrets or as know-how.
- f) **Procurement** means the acquisition of Goods and Services.
- g) **Services** mean any object of procurement other than Goods, including any activities undertaken for or on behalf of the PCB.
- h) **Supplier** means and includes suppliers, vendors, commercial partners, rights holders, sponsors, consultants, agents, subcontractors etc.
- i) **Suspension** means short-term ban/dismissal of a Supplier from participating in procurement proceedings of the PCB.

## **C. MINIMUM COMPLIANCE STANDARDS**

The PCB expects its Suppliers to strive to exceed both international and industry best practices. The PCB further expects that its Suppliers encourage and work with their own suppliers, vendors and subcontractors to ensure that they also strive to meet the principles of this SCoC.

The PCB procurement ethics focuses on zero tolerance on corruption, avoiding any form of conflict of interest and honest representation of Supplier's capabilities. Suppliers are strongly urged to familiarize themselves and ensure strict compliance with this Code of Conduct to maintain successful working relations with the PCB.

The PCB expects its Suppliers to communicate these expectations throughout their supply chain by adopting efficient management systems, policies, procedures and training to uphold the standards and expectations set forth in this SCoC within their own business operations.

### **1. Ethics & Integrity**

Suppliers are expected to adhere to the highest standards of moral and ethical conduct, to respect laws, to have controls in place that prohibit and detect any violations, and not engage



in any form of corrupt practices, including but not limited to corruption, extortion, fraud, bribery, gifts, even the appearance of conflict of interest, and to conduct their business and operations with integrity:

a) Compliance with Applicable Laws

Suppliers shall adhere to all Applicable Laws at the local, national and international level(s) and be familiar with the laws, regulations and guidelines relevant to their respective activities for, with or on behalf of the PCB. Suppliers shall comply with applicable national and international trade laws, export/import control laws and regulations, anti-corruption, anti-money laundering, counter terrorism financing laws and regulations, as well as applicable privacy and data protection laws.

Suppliers shall not directly or indirectly provide to the PCB any goods or services from a country, person or entity that is subject to the U.S. and other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons, or countries (often referred to as denied, debarred, and/or restricted parties). Examples of countries are Syria, Cuba, Iran, Sudan and North Korea. Examples of entities and persons include, but are not limited to, terrorists, organizations that fund terrorists, and/or parties guilty of trade violations. Countries that maintain consolidated lists of financial sanction targets include the United States, the European Union, Canada, Australia, the United Kingdom, and Japan. Suppliers shall implement due diligence compliance practices to screen employees, customers, suppliers, vendors, agents and other business associates, including all parties in each transaction such as banks, insurance companies, shipping lines, and freight forwarders to ensure compliance with applicable laws and regulations concerning embargoes and sanctions.

Suppliers shall ensure strict compliance with Anti-Money Laundering Act 2020 based on implementing an effective AML/CTF (Anti-Money Laundering Counter Terrorism Financing) compliance program of preventive measures and internal controls to protect their businesses from being used by criminals and that their businesses meet their obligations under Pakistani law.

Suppliers shall ensure that they and all of their staff, agents, contractors and any other parties performing their obligations or exercising their rights under or in connection with any Purchase Order or any other agreement that Suppliers may have with the PCB, comply at all times with the applicable sanctioned countries and anti-money laundering laws, regulations and codes of conduct in all jurisdictions. Suppliers shall, whenever requested by the PCB, provide evidence of the measures, steps and processes that they take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

b) Business Integrity

Any form of corruption, whether active or passive, is prohibited irrespective of whether it concerns officials or occurs in the course of business dealings. Suppliers are expected to



not to engage in or tolerate any form of corruption, extortion, embezzlement, money laundering or any other dishonest business practices.

Suppliers' business dealings must be fair, legal and honest.

Suppliers shall not offer or accept bribes or other unlawful incentives to or from their business partners, including but not limited to the PCB.

Every form of fraud (e.g., fraudulent misrepresentation, embezzlement, theft, misappropriation, tax/import duty evasion or money laundering) is prohibited, regardless of whether company assets or third-party assets are affected.

c) *Fair Competition*

Suppliers shall conduct their business in line with fair competition and in accordance with all applicable anti-trust and competition laws. Suppliers must refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers as well as from restrictive market practices. This includes, without limitation, agreements with competitors about prices, agreements about market allocation by customers or regions with competitors, boycotts, as well as the unlawful exchange of competitively sensitive information with competitors.

d) *Gifts & Hospitality*

Suppliers are expected not to offer, to PCB employees / officials, gifts or any kind of personal benefit such as free goods or services, employment or sales opportunity in order to facilitate the suppliers' business with the PCB.

e) *Conflict of Interest*

Suppliers are expected to disclose to the PCB any situation that may appear as a conflict of interest, and disclose to the PCB if any PCB official or professional under contract with the PCB may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.

f) *Identification of Concerns*

Suppliers shall provide means for their own employees to report concerns or potentially unlawful activities at the workplace. Any such report must be treated in a confidential manner and Suppliers shall investigate them and take corrective action if needed.

## **2. Data Privacy and Protection**

When collecting, storing, processing or transferring personal data (e.g., name, address, telephone number, date of birth, health information) relating to employees, customers or other third parties, Suppliers must take great care and maintain strict confidentiality, whilst



also observing applicable laws and rules. Suppliers shall safeguard and make only appropriate use of confidential information disclosed to them and ensure that any type of intellectual property rights are respected and remain protected. Intellectual property infringements include, but are not limited to, the performance, distribution or display of copyrighted material without permission and the creation and distribution of unauthorized copies of intellectual property, both in physical or digital form.

- a) Suppliers shall handle and process data only for the purposes for which it was collected or otherwise made available to them. Suppliers shall demonstrate appropriate industry standard and best practices data security controls to ensure that all information is protected and secure from damage and unauthorized use. Provided that, in addition to the above minimum requirements, Suppliers shall follow any data security/confidentiality requirements specified in their contractual agreements with the PCB.
- b) Suppliers must respect and maintain the confidentiality of all non-public information about the PCB or its activities and all non-public information obtained in the performance of its duties about PCB's employees, clients or applicable third parties.
- c) Suppliers are expected to:
  - i. not represent themselves as employees/representative of PCB unless authorized by the PCB;
  - ii. not use PCB trademarks, intellectual property or confidential information without prior written authorization from PCB;
  - iii. not disclose its relationship with the PCB without prior authorization from PCB, excluding cases where required by law, regulation or to comply with an active law enforcement investigation; and
  - iv. not utilize print or social/digital media in any way where such activity may adversely impact PCB's reputation, analytic impartiality or create an actual or potential conflict of interest, or any appearance of a conflict, with PCB.
- d) Suppliers must immediately notify the PCB of any known or suspected data security breaches and agree to work with PCB (and, if applicable, law enforcement agencies) to contain the breach(es) and determine its source or cause.

### **3. Labour Standards**

PCB is committed to developing an organizational culture which implements a policy of support for internationally recognized human rights and labour standards. Suppliers are expected to protect the human rights of their employees and treat them with dignity and respect.



a. Child Labour Avoidance

Suppliers are expected not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

Suppliers may be required to notify the PCB and disclose details of any workers under the age of 18, including a description of their job functions and support, if any, that they may be providing to the PCB.

b. Forced or Compulsory Labour

The PCB expects its Suppliers to prohibit slavery, servitude, forced, compulsory or involuntary labour (whether bonded, indentured, or imprisoned) and human trafficking in all its forms.

The Supplier's employees must also be provided the right to terminate their employment with the Supplier by giving reasonable notice.

c. Wages, Working Hours and Benefits

The wages, hours of work and other conditions of work provided by Suppliers should be not less favourable than the best conditions prevailing locally. Suppliers shall comply with applicable laws and regulations in this regard, including those relating to minimum wages, overtime, maximum hours and legally mandated benefits.

Suppliers are expected to provide their employees with fair and competitive compensation and benefits which shall aim at providing an adequate standard of living for employees and their families. Suppliers' employees should be paid in a timely manner and deductions from wages are permitted only under conditions and to the extent prescribed by the Applicable Laws and regulations.

d. Freedom of Association

The PCB expects its Suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively in accordance with Applicable Laws.

e. Fair Treatment & Non-Discrimination



Suppliers are expected to support and respect the protection of internationally proclaimed human rights and to ensure that they are not involved in human rights abuses:

- i. Suppliers should create and maintain a supportive and inclusive working environment that treats all employees with dignity and respect. PCB expects its Suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of gender, age, physical characteristics, race, colour, sexual orientation, religion, political opinion, national or social origin and such other ground as may be recognized under the national law of the country where the performance of a contract takes place. Suppliers are expected to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.
- ii. Suppliers should ensure that their workplace remains free of harsh and inhumane treatment. Physical abuse, the threat of physical abuse, sexual harassment or exploitation, verbal abuse or any other form of intimidation are strictly prohibited. The failure by a Supplier to take preventive measures against any sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, may result in termination of any agreement such Supplier has executed with the PCB.
- iii. No harsh or inhumane treatment, torture, mental or physical coercion or corporal punishment of any kind is to be tolerated, nor is there to be the threat of any such treatment.
- iv. Suppliers shall not retaliate against employees who report such abuse, discrimination, ethical concerns or violations of law.

#### **4. Health, Safety and Environment**

Suppliers are expected to provide a safe and healthy working environment to its employees and to operate in an environmentally responsible and efficient manner.

##### **a. Regulatory Compliance**

Suppliers must comply with all applicable quality, health, safety and environmental laws and regulations. All relevant permits, licenses and registrations must be obtained, maintained and kept up-to-date.

##### **b. Quality Requirements**





Suppliers must meet generally recognized or contractually agreed quality requirements in order to provide Goods and Services that consistently meet the PCB's needs, perform as warranted and are safe for their intended use.

c. Occupational Health & Safety

- i. Suppliers shall provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks at the workplace. The PCB expects its suppliers to ensure, so far as is reasonably practicable, that:
  - a. the workplaces, machinery, equipment and processes under their control are safe and without risk to health;
  - b. the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and
  - c. where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.
- ii. Suppliers shall take adequate steps to prevent accidents and injury to health at work including providing workers with appropriate workplace health and safety information and training.
- iii. Suppliers shall provide clean toilet facilities, access to clean water, and adequate ventilation to employees.
- iv. Suppliers shall ensure that the physical facilities where employees work from have sufficient fire prevention, alert and suppression systems, including having sufficient facility exit points for escape.
- v. Suppliers shall identify and assess emergency situations and minimize their impact by having adequate emergency preparedness plans and response procedures to ensure their employees' health and safety. Specifically, suppliers who operate from high-rise buildings (75 feet or higher) are to maintain fire and emergency building evacuation procedures.
- vi. Suppliers shall maintain and provide an accurate copy of its disaster recovery plan and business continuity plan in connection with the Services that is in accordance with best industry-standards. Where applicable, Suppliers should at a minimum test annually their fire, emergency, continuity, disaster recovery or other contingency plans.

d. Environmental Standards



The PCB expects its Suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment.

- i. Suppliers should, wherever possible, support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.
- ii. Suppliers are expected to operate in an environmentally responsible manner and strive, as far as practical, to manage and minimize negative environmental impact including use of energy, greenhouse gas emissions, water, biodiversity, waste, hazardous materials and other natural resources.
- iii. Suppliers are expected to continually evaluate the need for an environmental management system detailing the process of managing their environmental impacts and implement as appropriate.
- iv. Suppliers should endeavour to use natural resources (i.e. water, raw material and sources of energy) in an economical manner so that negative impacts on the environment and climate will be minimized or eliminated at their source.

## **5. Management Systems**

The PCB expects that its Suppliers will establish and maintain appropriate management systems related to the contents of this SCoC, and that they will actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this SCoC.

Suppliers are expected to implement such management systems to facilitate compliance with all applicable laws and to promote continuous improvement with respect to the expectations set forth in this SCoC:

- i. Suppliers must comply with all Applicable Laws, regulations, contractual agreements and generally recognized standards.
- ii. Suppliers are expected to implement mechanisms to identify, determine and manage risks in all areas covered by this SCoC and with respect to all applicable legal requirements.
- iii. Suppliers should aim to develop adequate documentation to demonstrate that they share the principles and values expressed in this SCoC. This documentation may be reviewed by the PCB if required.

The PCB recognizes that reaching some of the standards established in this SCoC is an active rather than static process and encourages Suppliers to continually improve their operations and workplace conditions accordingly.



#### **D. MONITORING AND REPORTING CONCERNS**

1. PCB values the contribution its Suppliers make to the success of the organization and building mutually beneficial client-vendor relationships. PCB expects its Suppliers to self-monitor their compliance with this SCoC. Suppliers shall be responsible for communicating the provisions of this SCoC to their own employees, suppliers and any sub-contractors and may contact the PCB with any questions or concerns related to the SCoC.
2. Suppliers must promptly inform the PCB in case of development of any situation or circumstance that causes, or might reasonably be expected to cause, the Supplier or its employee(s), to be in violation of this SCoC.
3. PCB may, from time to time, audit/check Supplier operations and/or facilities, subject to the terms of their contractual agreement, to confirm compliance with this SCoC.

#### **E. NON-COMPLIANCE WITH THE SCOC**

Non-compliance with the provisions of the SCoC, if found to be equivalent to a material breach of an individual contractual agreement executed with the PCB, will be dealt with in accordance with the terms of such contract. However, without prejudice to the terms of such individual contracts, in the event a Supplier is found to be violating the terms of this SCoC, PCB may take appropriate action and impose penalties for non-compliance (depending on the gravity of the violation) which may include, but not be limited to:

1. termination of contract/agreement;
2. immediate removal from PCB's list of active Suppliers;
3. initiation of blacklisting proceedings as detailed under Annexure A to this SCoC; and/or
4. preclusion from being eligible for award of a contract.

## **Annexure A**

### **BLACKLISTING OF SUPPLIERS**

Where misconduct of non-compliant Suppliers has been established, the following mechanism/procedure shall be adopted against Suppliers engaged in a business relationship with the PCB for breaches / violations committed of this Code of Conduct; a competitive bidding process and/or implementation of the contract:

#### **1. GROUNDS FOR BLACKLISTING**

The PCB may suspend / debar / blacklist Suppliers individually or collectively as part of consortium from a bidding process(es) or from engaging or continuing in a business relationship with the PCB, on the following grounds:

- a) violation of the provisions of the SCoC;
- b) conviction for fraud, corruption, criminal misappropriation, theft, forgery, bribery or any other criminal offence under Applicable Laws;
- c) indulgence in corrupt and fraudulent practices while obtaining or attempting to obtain a contract;
- d) final decision by a court or tribunal of competent jurisdiction that the Supplier is guilty of tax/import duty evasion;
- e) willful failure or refusal to perform the term(s) of the contract, including but not limited to, the following:
  - i. execution of the contract;
  - ii. acceptance of the terms of the contract;
  - iii. execution of work in accordance with the scope of work / requirements detailed in the bidding document;
  - iv. submission of requisite Bank/Insurance Guarantee or any other bank security as per terms of the bidding document / contract;
  - v. fulfilment of contractual obligations as per the signed contract; or
  - vi. any other failure to comply with obligations under a contract
- f) failure to remedy breaches committed; and/or
- g) notified as blacklisted / suspended / debarred by any Government office regulatory authority.

#### **2. INITIATION OF BLACKLISTING PROCEEDINGS**

- a) PCB may initiate proceedings for blacklisting either on a basis of a written complaint filed against a Supplier or on its own, if satisfied that such cause as specified in Article 1 above exists.
- b) Once blacklisting proceedings have been initiated, PCB shall issue a written notice of the proposed blacklisting/ debarment / suspension to the concerned Supplier ("Notice"). Such Notice will be circulated to all PCB departments, clarifying that



during the period for which the matter is under consideration, any proposals from that entity if received, will not be considered.

### **3. PROCEDURE OF BLACKLISTING**

The blacklisting procedure shall entail the following sequence of events:

#### *a) Issuance of Notice of initiation of blacklisting proceedings*

Upon verification of the existence of grounds for blacklisting, the PCB shall immediately convey in writing to the Supplier concerned a Notice of the proposed blacklisting stating, *inter alia*:

- i. the fact that blacklisting is being considered
- ii. the reasons for initiation of blacklisting proceedings
- iii. provision of an opportunity to show-cause why he should not be blacklisted / debarred / suspended;
- iv. the period to be afforded to the firm to present information in its defence, and
- v. the consequences of being blacklisted / debarred.

A representative of the concerned PCB Department shall ensure receipt of the said notice by the relevant Supplier, through email or courier.

Once an inquiry has been initiated under this SCoC, the Supplier who is the subject of such inquiry shall not be permitted to participate in any PCB procurement proceedings or be awarded a contract, unless expressly allowed otherwise by the CEO in writing.

#### *b) Submission of written Response by the Supplier*

- i. An opportunity of personal hearing will be made available to any Supplier alleged to have committed misconduct and to defend itself and present evidence to prove otherwise
- ii. Within five (05) business days from receipt of written notice, the Supplier shall submit its written reply with documentary evidence to the PCB with a request of hearing, to determine questions of fact, if the Supplier so desires. Such hearing such be conducted by a Blacklisting Committee comprising representatives from the following PCB Departments:
  - a. Compliance Manager
  - b. Human Resources
  - c. Legal
  - d. Finance
  - e. Administration
- iii. If no representative of the Supplier appears for a personal hearing despite receipt of the aforementioned Notice or fails to submit a written response , the Blacklisting Committee may process the case on an ex parte basis relying on the documentary evidence, complaint, response submitted and facts verified (as the



case may be). If the PCB finds that any of the grounds for blacklisting are attracted in respect of the Supplier's acts/omissions, it shall recommend to the PCB Chief Executive Officer, with a copy to the PCB Chief Operating Officer the blacklisting or debarment of the Supplier from participating in public procurement process.

c) Request for hearing

- i. If the written request for a personal hearing, along-with written response by Supplier in writing, is received within the stipulated time, the PCB shall immediately set the date and time for such personal hearing. The personal hearing shall be an administrative proceeding of the PCB and shall be concluded within five (5) days from the date of receiving the hearing request, unless there is a delay due to a justifiable cause to be recorded in writing by the Blacklisting Committee. The PCB, if deems appropriate, may invite an observer or technical expert from the private sector relevant to the procurement for a hearing.

d) Announcement of Decision

- i. The PCB CEO shall, within fifteen (15) days from receipt of the recommendation and the records of the blacklisting proceedings, determine whether reasonable cause exists for the blacklisting / debarment of the Supplier as proposed by the Blacklisting Committee.
- ii. If the CEO determines that such reasonable cause exists, the Bid Security, Bank Security and / or Performance Security (as applicable) shall be forfeited, in proportion with the extent of loss suffered by the PCB due to the misconduct of the Supplier and issue any of the following decisions:
  - Blacklisting from participation in any bidding process of the PCB for a specified period of time.
  - Debarment from participating in any procurement process of the PCB for a specified period of time.
  - Debarment from participating in any procurement process of that PCB Department for a specified period of time.
  - Direction to take immediate remedial measures to be completed within the stipulated time, failing which, the Supplier shall stand Blacklisted.
- ii. If the CEO determines that such no reasonable cause exists, the case shall be dismissed.
- iii. The decision shall clearly and distinctly state the facts, evidence and the law on which it is based, as well as the date of affectivity of the penalty, if any.
- iv. The CEO shall ensure receipt of the copy of the decision by the suspended Supplier, through registered mail, fax or courier mail, immediately from its promulgation, with a copy to be sent to the Public Procurement Authority.



- e) A Supplier is Blacklisted from the date of written decision of blacklisting / suspension / debarment.
- f) When a Supplier is suspended:
  - i. it shall be prohibited from participating in the bidding process of all PCB procurement proceedings, for the period specified in the Blacklisting order
  - ii. the bid security / performance security of said Supplier shall be forfeited.
  - iii. if the Blacklisting Order is issued prior to the date of the award of contract, the blacklisted Firm shall not be qualified for award
  - iv. PCB shall disseminate the Blacklisting orders to PPRA and other relevant regulatory authorities.
  - v. PCB shall delist from its record those Suppliers whose sanctions are lifted automatically after serving the given penalty and those whose sanctions are lifted through the issuance of delisting orders.

#### **4. APPEAL**

The blacklisted entity / Supplier shall have the right to file an appeal in accordance with Clause 37 of the PCB Constitution, read with the Code for Conduct of Proceedings before Independent Adjudicators.

#### **5. NOTIFICATION & PUBLICATION**

- i. Blacklisting shall be for a specified period of time and shall be commensurate with the seriousness of the cause/grounds for blacklisting. The blacklisted Supplier shall stand removed from the List of Blacklisted Supplier upon expiration of specified period.
- ii. PCB shall retain the right to publicise the fact that a Supplier has been blacklisted by it.