

REQUEST FOR PROPOSALS

IN RESPECT OF

“ANNUAL MAINTENANCE OF GYM EQUIPMENT”

FOR

- I. NATIONAL CRICKET ACADEMY (NCA) LAHORE**
- II. HIGH PERFORMANCE CENTRE MULTAN**
- III. HIGH PERFORMANCE CENTRE KARACHI**

Issued on December 2023



PAKISTAN CRICKET BOARD

GADAFI STADIUM, FEROZEPUR ROAD, LAHORE, PUNJAB, PAKISTAN

1. **“HIRING OF THIRD PARTY FOR ANNUAL MAINTNEANCE OF GYM EQUIPMENT”.**

The Pakistan Cricket Board (“PCB”), a body corporate established by the Federal Government under S.R.O. No.43(KE), is pleased to issue this Request for Proposals (“RFP”) to invite parties to bid for the award of contract for the **“Annual Maintenance Of Gym Equipment”** (hereinafter referred to as the “Services”) for the National Cricket Academy Lahore, High Performance Centre Multan and High Performance Centre Karachi (collectively referred to as the “Venues”) for the period starting from **1st February 2024 to 31st January 2025** and extendable upto 3 years with mutual consent. **The Bidder may Bid for the Annual Maintenance of Gym Equipment for one or for all Venues.**

Details and specifications of the required **“Hiring of Third-Party for Annual Maintenance of Gym Equipment”** are set forth in the draft Agreement annexed to this RFP (Annexure-C). PCB reserves the right in its sole discretion to amend the list from time to time, provided a reasonable advance notice has been given to the interested parties.

The successful Bidder will be required to sign the Agreement with the PCB in the form attached herewith within such time as may be stipulated by PCB; and duly provide the Services specified in the Services Agreement and the successful bidder cannot selectively choose specifications to be adhered to.

2. **Bid Format, Procedure & Requirements**

It will be a single stage two envelope procedure. All Bidders will be required to submit bids in two separate sealed envelopes a Technical Proposal and Financial Proposal to the PCB with an outer single envelope. Both Technical and Financial Proposals should be received by PCB latest by **2nd January 2024** at the time specified below.

a) **Technical Proposal**

All Bidders will be required to submit a Technical Proposal to the PCB which should be received by the PCB latest by **11:00 am on 2nd January 2024**. The detailed documentation of Technical Proposal must be submitted in relation to the execution of the Services being offered, comprising of the details referred to under paragraph (d) below.

b) **Financial Proposal**

The Financial Proposal should also be submitted to the PCB latest by **11:00 am on 2nd January 2024**.

The Financial Proposal should be as per the given format in Annexure “A” for each of the venues. Rate should be inclusive of all applicable taxes, levies, etc. proposed to be charged by the Bidder for the provision of the Services (as detailed in the draft Agreement annexed with this RFP). The said rate quoted should be inclusive of all underlying and associated costs and expenses in relation to provision of the Services and PCB will have no liability in this regard.

The successful Bidder for the Specific venue must be in a position to commence the, “Provision of Annual Maintenance of Gym Equipment”.

c) Bid Procedure and Process

Following the issuance of this RFP to the prospective Bidders, they make a request to PCB for further information or clarification in relation to the RFP. All Bid queries and requests must be in writing under confidential cover and submitted directly to PCB at the following address, by fax or email:

Attention:
Procurement Department
Tel: 042-35717231-4
Fax : 042-35711860
E-mail : procurement@pcb.com.pk
Address: Pakistan Cricket Board,
Gaddafi Stadium, Ferozepur Road
Lahore.

All Bidders should immediately provide to the PCB the name of a contact person, a fax number, and an e-mail address through which they be contacted.

Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated by this RFP by **11:00 a.m. (Pakistan time) on 2nd January 2024** (the "**Submission Deadline**"). Any bid received after the Submission Deadline will be rejected by the PCB.

Submission of a Bid shall be considered complete if received by **11:00 a.m. (Pakistan time) on 2nd January 2024** however, the Applicant submitting its Bid(s) by email will still be subsequently required to submit the hard copy of the same to PCB.

Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated in this RFP by the Submission Deadline.

In exceptional circumstances and in its sole discretion, PCB extends the aforementioned Submission Deadline. If PCB, in its unfettered discretion, grants an extension in the Submission Deadline, such extension will be available to and shall apply to all Bidders. If for any reason the Submission Deadline is extended, all rights and obligations of PCB and of the Bidders subject to the previous deadline shall instead become subject to the extended deadline.

d) Opening and Evaluation of Bids

i- Qualification & Technical Evaluation

Technical Proposals will be opened at **11:30 AM on 2nd January 2024** at the office of the PCB at Gaddafi Stadium, Lahore.

The bidder must fulfil below mentioned qualification criteria, bidders fulfilling below qualification criteria will be further technically evaluated as per the technical evaluation criteria stated below evaluated by the PCB Bid Committee.

- (i) The Bidder must have a demonstrated ability and associated expertise to execute the Services, as detailed under the Scope of Work attached as Schedule I with the Agreement.
- (ii) The Bidder must fill and submit the form attached as Annexure B to this RFP.
- (iii) Must be a registered incorporated company/partnership firm in Pakistan with relevant business experience;
- (iv) Company / Firm must be in a relevant business for the **Annual Maintenance of Gym Equipment** for at least 03 years
- (v) Must have valid registration of Sales Tax & National Tax Number (NTN) must be in active taxpayer list;
- (vi) Must not be blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid; **(Rs: 100/- non-judicial stamp paper)**
- (vii) The Bidder is no one with whom PCB has a current unsettled dispute(s) before a legal forum; **(Undertaking on letter head)**
- (viii) In case of consortium, consortium agreement should be attached.
- (ix) All bidding documents and attached documents must be signed and stamped.
- (x) Perform preventative maintenance checks and services on equipment. Repair and replace upholstery when needed.
- (xi) Work with others to execute risk reduction measures and provide care in emergency situations.

NOTE:

- (i) Bidders fulfilling above qualification criteria will be further technically evaluated as per the technical evaluation criteria stated below. It is clarified that non-compliance with any provision of the below criteria shall result in cancellation of the Technical Proposal by the Bid Committee.
- (ii) Supporting documents must be attached with the Technical Proposal for each evaluation parameter.
- (iii) Site visit is compulsory if vendor does not visit then his proposal shall not be considered.
- (iv) The bidders must comply with all laws of the Government of Pakistan have to be followed including labor laws and minimum wages.
- (v) The Bidder must score at least 60 marks according to the below mentioned technical evaluation criteria for opening of financial proposals.

Technical evaluation shall be undertaken in accordance with the following criteria:

GRADING CRITERIA

GRADING CRITERIA

Evaluation Criteria			
S r .	Criteria	Requirement	Total Marks
Financial Capability			
a	Annual Turnover	Average annual Turnover of last 3 years (to be ascertained from Income Tax Returns of the applicant) Less than Rs. 05 million - 0 Points Rs. 0.5 million to 1 million - 05 Points Above Rs. 1 million to 2 million - 10 Points Above Rs. 2 million to 3 million - 15 Points More than Rs. 03 million - 20 Points	20
Experience			
b	No. of years of Services since Registration Maintenance Services	A profile and documentary evidence required for providing year of establishment of business of applicant Firm/Company. 1 years - (5 Marks) 2 to 3 years - (10 Marks) 3 to 4 years - (15 Marks) More than 04 years - (20 marks)	20
c	Clientele	Attach copies of supporting documents of Maintenance Services Work Orders, Acceptance Letters, Contracts, etc at clients locations' of last three years; Each project minimum should be Rs. 0.2 Million (1 Mark each Project) (10 Marks) Each project minimum should be Rs. 0.5 million (2 Mark each Project) (10 Marks)	20
d	Good Reputation/ Appreciation Certificates	Good Reputation/ Appreciation Certificates Issued by clients well repute/ renowned in last three years; (2 Mark for each Certificate)	10
		(Attach Certificates should be issued on client letterhead with complete detail/ Signed and stamp):	
Managerial and Personnel (HR) Capabilities			
e	<u>Management Staff</u>	More than 20 Trained or Professional staff 30 Marks Between 11 to 20 20 Marks Between 05 to 10 10 Marks	30

Attach detailed CV (CVs must be signed) Or Academic Qualification (Attach copies of Certificates) Or Bachelor's Degree in BSC Engineering Or related field- Or Professional qualification required (Attach copies of Certificates) in a relevant field (2 mark) (Must have experience of repair & maintenance of equipment)	
Total Marks	100

The **minimum qualifying score will be 60** for an Applicant to qualify to take part in the Bidding Process(es).

The Pakistan Cricket Board, reserves the right to accept or reject any or all of the prospective applications in full or part thereof and its decision on all matters in this regard shall be final and binding. Applicants whose RFP is determined by PCB, at its sole discretion, to be meeting the criteria specified above.

ii- Financial Proposal

Financial Proposals of only the Technically qualified Bidders shall be opened at time and date communicated by PCB, Lahore.

Following the opening of the Financial Proposals of the technically qualified Bidders, the Bidder with the lowest quoted Financial Proposal, will be awarded the contract.

3. LEGAL PROVISIONS IN RELATION TO THE BID PROCESS

By participating in the bidding process described in this RFP and/or responding to this RFP, each Bidder expressly accepts the terms and conditions set out in this RFP or any modification thereof. In the event of any conflict between the provisions of this RFP and the Agreement for **Provision of Annual Maintenance of Gym Equipment** shall take precedence.

3.1 No Grant of Rights

This RFP by itself does not, and is not intended to, constitute a contract or an offer capable of acceptance for the grant of any contract for **Annual Maintenance of Gym Equipment** as provided in this RFP. Nothing in this RFP or in any materials provided by PCB either with this RFP or during the bidding process shall be construed as a grant by PCB of, or an agreement or undertaking to grant, any licence, assignment or other right in or to any contract for **Annual Maintenance of Gym Equipment** and/or any Intellectual Property Rights, associated with the PCB, which are the property of PCB or licensed to PCB by third parties.

3.2 Unfettered Right to Alter the RFP or the Bid Process

PCB reserves the right in its absolute and unfettered discretion at any time without advance notice and without giving any reason to:

- (a) withdraw the RFP and annul or terminate the process or modify this RFP in whole or in part (including any of the rights the subject of this RFP and/or the terms and conditions of this RFP); and/or
- (b) launch an additional, different or modified tender process or re-commence the process; and/or
- (c) call for further information concerning any Bid.

PCB will have no liability to any Bidder in respect of any such action and, in particular, PCB will have no liability for any costs or expenses incurred by any Bidder.

Notwithstanding the foregoing provisions of this Paragraph 3.2, once executed by the PCB and the successful Bidder, the Agreement for **Provision of Annual Maintenance of Gym Equipment** not be amended save through a written instrument signed on behalf of both parties.

3.3 Modifying the RFP

- (a) If PCB modifies the RFP and/or its terms, it intends to issue a written corrigendum to all Bidders and such corrigendum will be binding upon them. Bidders shall promptly acknowledge receipt of any such corrigendum.
- (b) Any Bid submitted to PCB prior to the issue of a corrigendum which modifies the RFP and/or its terms (other than only by extension of the Submission Deadline) be amended at any time before the Submission Deadline to take into account such modification by the submission of a supplementary Bid to PCB following so far as appropriate the procedure set out in this RFP. Bids submitted to PCB prior to the issue of a corrigendum shall otherwise remain irrevocable, notwithstanding the issue of the corrigendum.
- (c) In addition to the above, the PCB at any stage can waive any condition or requirement or vary any other term stipulated in this RFP provided that any waiver or amendment is applied equally to all Bidders and does not discriminate between or operate to unfairly disadvantage any Bidder.
- (d) Notwithstanding the preceding provisions of this paragraph 3.3, the PCB cannot vary or amend the **Agreement for Provision of Annual Maintenance of Gym Equipment** once it has been duly executed by the PCB and the successful bidder without the prior written consent of such successful bidder.

3.4 No Obligations

Save for its obligations of confidentiality set out in Paragraph 3.7, PCB does not accept or assume any duty or obligation to any person under or in connection with this RFP unless it enters into the , **“Agreement for Provision of Annual Maintenance Of Gym Equipment”** with a successful bidder in which case it will owe obligations to the successful bidder in accordance with the terms and conditions of the , **“Agreement for Provision of Annual Maintenance of Gym Equipment”**

3.5 Influence and Inducements

Any attempt by any Bidder or prospective Bidder (or any person on its behalf), or for the apparent benefit of the Bidder or prospective Bidder, to influence PCB or any PCB officer or employee or anybody connected with PCB in the process of the examination, clarification, evaluation and comparison of Bids, or in any decision concerning the Bids, result in the rejection of the Bid of that Bidder. Bidders should note that the offer of an advantage or other inducement by a person with a view to influencing the acceptance or rejection of any Bid be a criminal offence.

3.6 No Representations or Warranties

Neither PCB nor any of its officers, agents or employees makes or gives any representation, warranty or promise as to the reliability, accuracy, adequacy or completeness of the information contained in this RFP or within any subsequent clarifications made or further or supporting materials provided, or any other information made available at any time to any Bidder, or that the use of such information will not infringe the rights of any third party, and neither PCB nor any other such person accepts or shall have any liability for any, loss, damage or expense in connection therewith (whether suffered or incurred from reliance on such information or otherwise). this paragraph 3.6 shall not apply to a bidder with whom PCB has executed the **Agreement for Provision of Annual Maintenance of Gym Equipment** and such bidder will be entitled to the benefit of any representations, warranties, or promises made by the PCB in the Agreement.

3.7 **Confidentiality**

- (a) PCB agrees that, except as otherwise provided in this RFP, any Confidential Information included in the Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than to PCB's professional advisers, officers, employees or agents.
- (b) Each Bidder agrees that it will keep the terms of this RFP and any Bid and other related information confidential and will not disclose the same to any person other than to its professional advisers, officers or employees as required for the purposes of its Bid.
- (c) No prospective Bidder is entitled to make any announcement relating directly or indirectly to this RFP, and in particular (but without limitation) to the instant bid process, its Bid or its intention to Bid or to any other Bidder, any other Bid or the intention of any other person to Bid. PCB shall have the sole right to make any announcement in relation to this RFP, and the selection of the successful Bidder.
- (d) PCB will be authorised to disclose the amount bid by any Bidder and false in its discretion disclose reasons why a particular Bid was not considered or technically qualified or otherwise disclose information which it determines is required for purposes of displaying transparency or compliance with law.

3.8 **Costs**

Each Bidder shall be solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder (i) in the preparation and delivery of its Bid, (ii) in making, or reviewing responses to requests for further information or (iii) in any subsequent stage of the bidding process. PCB will not in any circumstances (including, without limitation, any departure by PCB from the provisions of this RFP and irrespective of what Bid or Bids be made or accepted) be liable or responsible for any such costs, expenses, losses or liabilities.

3.9 **Intellectual Property**

- (a) All rights, title and interest (including, without limitation, Intellectual Property Rights) in and to this RFP and any materials provided by PCB to any Bidder or prospective Bidder are and shall remain the exclusive property of PCB.
- (b) Once received by PCB, each Bid shall become the physical property of PCB. The Bidder waives and shall not make any claim against PCB in respect of any use made by PCB of any intellectual property or other similar rights relating to the

ideas, concepts, designs, logos, flowcharts, diagrams, codes, formulas, patterns or any other materials contained in its Bid.

3.10 **Period for acceptances of Bids**

- (a) A Bid, once made, shall remain open for acceptance by PCB ninety (90) days from the Submission Deadline (or such later date as PCB specify in any corrigendum to this RFP).
- (b) Bid Security amounting to **PKR 50,000** in the form of Pay Order / Bank Draft / Call Deposit Receipt (CDR) in favour of PCB.
- (c) In exceptional circumstances PCB make a request to the Bidder in writing for a specified extension of the last date for the acceptance by PCB of a Bid. If the Bidder, in its unfettered discretion, desires to agree to such request, it will do so in writing and will not be required or permitted to modify the Bid but will extend the period of the Bid Security correspondingly.
- (d) No Bid, once made, in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

3.11 **Governing Law**

- (a) This RFP and any related documentation or correspondence (including, without limitation any bid) and any Agreement for the **Provision of Annual Maintenance of Gym Equipment** shall be governed by, and construed in accordance with, the laws of Pakistan.
- (b) Any and all disputes arising out of or in relation to this RFP, the bidding process described in this RFP, any related documentation or correspondence and any Agreement for **Provision of Annual Maintenance of Gym Equipment** including any question regarding the existence, validity or termination of the same, shall be referred to and finally resolved by the dispute resolution mechanism set out under paragraph 37 of the PCB constitution.

FORMAT OF THE FINANCIAL PROPOSAL

[Date _____]
Pakistan Cricket Board (PCB)
Gaddafi Stadium
Lahore

Dear Sirs

This is with reference to the Invitation to Bid dated **1st January 2024** which has been floated by PCB for the **“Provision of Annual Maintenance of Gym Equipment”**.

Our Financial Proposal is as follows: -

Gym Machines Installed at Lahore Gym

Sr	Name	Brand	UOM	Quantity	Amount (Rs)
1	Abb Vertical Climber	China	Nos	1	
2	Treadmill	Woodway	Nos	1	
3	Treadmill	Cybex	Nos	2	
4	Pully Machine	Free Motion	Nos	1	
6	Rower	Concept 2	Nos	1	
7	Elliptical	Cybex	Nos	1	
8	Step Mill	Life Fitness	Nos	1	
9	Stationary Bike	Cybex	Nos	2	
10	Knee Extension + Ham Curl Dual Machine	Life Fitness	Nos	1	
11	Functional Trainer with 8-10 attachments	Life Fitness	Nos	1	
12	Leg Press Machine	Life Fitness	Nos	1	
13	Full Body Press	Life Fitness	Nos	1	

Note:

1. The rate quoted must be (final) included in all service charges and taxes.
2. In Lahore service is required after 15 days.
3. Contract is awarded on citywise lowest basis.

Gym Machines Installed at Karachi Gym

Sr	Name	Brand	UOM	Quantity	Amount (Rs)
1	Abb Vertical Climber	China	Nos	1	
2	Treadmill	Life Fitness	Nos	2	
3	Rower	Concept 2	Nos	1	
4	Elliptical	Life Fitness	Nos	1	
5	Step Mill	Life Fitness	Nos	1	
6	Stationary Bike	Life Fitness	Nos	2	
7	Knee Extension + Ham Curl Dual Machine	Life Fitness	Nos	1	
8	Functional Trainer with 8-10 attachments	Life Fitness	Nos	1	
9	Leg Press Machine	Life Fitness	Nos	1	
10	Full Body Press	Life Fitness	Nos	1	

Note:

1. The rate quoted must be (final) included in all service charges and taxes.
2. In Karachi service is required after 15 days.
3. Contract is awarded on citywise lowest basis.

GYM Machines Installed at IHPCC Multan

Sr.	Machine Name	Brand	UOM	Quantity	Amount (Rs)
1	Abdominal Machine	Local	Nos	1	
2	Dual Cable Cross	Free Motion	Nos	1	
3	Chest Machine	Free Motion	Nos	1	
4	Shoulder Machine	Free Motion	Nos	1	
5	Lat Machine	Free Motion	Nos	1	
6	Row Machine	Free Motion	Nos	1	
7	Step Machine	Free Motion	Nos	1	
8	Lift Machine	Free Motion	Nos	1	
9	Squat Machine	Free Motion	Nos	1	
10	Calf Machine	Free Motion	Nos	1	
11	Hip Adduction	Free Motion	Nos	1	
12	Leg Curl	Free Motion	Nos	1	
13	Leg Press	Local	Nos	1	
14	Hamstring Machine	Hoist	Nos	1	
15	Quad Machine	Free Motion	Nos	1	
16	Hack Squat Machine	Local	Nos	1	
17	Four Station	Hoist	Nos	1	
18	Stepper	Free Motion	Nos	1	
19	Spinning Bikes	Cybex	Nos	5	
20	Treadmill Machine	Sports Art	Nos	2	
21	Treadmill Machine	Cybex	Nos	1	

21	Cable cross over machine	Free Motion	Nos	1	
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Note:

1. The rate quoted must be (final) included in all service charges and taxes.
2. In Multan service is required after 30 days.
3. Contract is awarded on city wise lowest basis.

We confirm that the amount referred to above is inclusive of all applicable duties & taxes and includes all underlying and associated costs & expenses in relation to the provision of the Services.

This Financial Proposal is made subject to the terms of the RFP and we confirm that we are bound by those terms for a period of ninety (90) days from the scheduled date of opening of Proposals.

Yours faithfully

Authorised Signatory of Bidder

along with the company seal/stamp

ANNEXURE – B

QUESTIONNAIRE: DETAILS OF APPLICANT

The following information must be provided by each Bidder in the general order and format set out below. All questions must be answered clearly and comprehensively. All terms used in this Questionnaire shall be as defined in the RFP.

Company Name			
National Tax No.			
Sales Tax Registration No.			
Established Date		No. of Employees	

Registered Office Address			
City/Town		Postal Code	
Phone		Fax	
Email		Website Address	

We hereby undertake that all information/documents provided by us are correct and genuine. In case of any misstatement/misinformation the same will result in our disqualification. Further, PCB is authorized to contact any of our existing/former clients to seek information about us.

Name and Designation

Authorized Signature and Stamp

The PCB reserves the right to ask any Bidder for additional information.

ANNEXURE C

TO BE EXECUTED ON STAMP PAPER

**AGREEMENT FOR PROVISION OF ANNUAL MAINTENANCE OF GYM
EQUIPMENT**

THIS AGREEMENT is made on the _____ day of _____ 2024;

BETWEEN

Pakistan Cricket Board, established by the Federal Government for the promotion, development and regulation of the game of cricket in Pakistan vide SRO No. 43(KE)/2014, having its Head Office situated at Gaddafi Stadium, Ferozepur Road, Lahore - Pakistan, through any of its representatives (hereinafter referred to as “**PCB**”, which expression wherever the context so admits, shall mean and include its successors-in-interest and permitted assigns) of the **First part**;

AND

_____, a company duly incorporated under the laws of Pakistan with its registered office at _____ (hereinafter referred to as the “**Service Provider**” which expression shall mean and include its successors-in-interest and permitted assigns) of the **Second Part**.

(PCB and the Service Provider shall be referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS;

- (A) The PCB is the governing body for the sport of cricket in Pakistan;
- (B) The PCB is desirous of awarding the contract for the **Provision of Annual Maintenance of Gym Equipment**, detailed under Schedule II, in numerous districts of Pakistan from 1st December 2023 to November 2024.
- (C) Pursuant to a bidding process undertaken by the PCB, the Service Provider submitted a Bid for the award of the contract for the **Annual Maintenance of Gym Equipment**, which Bid was declared successful by PCB;
- (D) The Service Provider wishes to enter into this Agreement in respect of the **Annual Maintenance of Gym Equipment** for the offices of PCB at all the Stadia in Pakistan, as specified under Schedule II attached herewith, on the terms and subject to the conditions set out herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (except where the context otherwise requires) capitalised words and expressions shall have the meanings set out below:

"Agreement" or "Provision of Annual Maintenance of Gym Equipment Agreement" means this agreement including its Schedules;

"Applicable Law" means: (a) all applicable laws, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent authority; and (b) any term in any licence granted by any such competent authority to which either Party is from time to time subject;

"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;

"Confidential Information" means all information received or obtained by the Service Provider from PCB ("disclosing party") as a result of or in connection with its entering into or performing this Agreement (including in the course of discussions leading up to the entering into of this Agreement) and/or which relates to (a) the negotiations concerning this Agreement, any information, documents and materials in whatever medium and whether written or oral relating thereto; (b) the provisions of this Agreement; (c) the subject matter of this Agreement or any ancillary matter; or (d) any other party's business, customers or financial or other affairs, other than (i) any information obtained from a third party who was not itself under any obligation of confidence in relation to that information; (ii) any information which is in the public domain otherwise than as a result of a breach of the confidentiality obligations in this Agreement; or (iii) any information which was developed or created independently by or on behalf of the receiving party; or (iv) any information which needs to be provided on account of a court order or a Government directive;

"Designated Account" means the bank account of the Service Provider with the following details:

PKR Routing Instructions for Wire Transfer:

Please Transfer To:
Account Title:
Account Number:
IBAN#
Bank:
Address:

"Effective Date" means the date on which this Agreement comes into force and effect, pursuant to Clause 2 of this Agreement;

"Fee" or "Service Fee" shall have the meaning set out in Clause 4 of this Agreement;

"Force Majeure" means any event affecting the performance of a Party of its obligations under this Agreement which is beyond the reasonable control of the relevant Party including any strike or labour disturbance (except of its own employees or contractors), lockout, act of vandalism, fire, failure or shortage of power supplies, satellite or other communications links or technical failure, adverse weather or abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing and specifically excluding any lack of funds or insolvency event affecting the Party so affected;

"Head Office" shall be the Headquarters of PCB located at Gaddafi Stadium, Ferozepur Road, Lahore.

“Performance Security” shall have the meaning set out in Clause 5 of this Agreement;

“Annual Maintenance of Gym Equipment” or “Services” shall mean the list of activities and obligations listed in Clause 3 and Schedule II attached with this Agreement.

"Venue" means the National Cricket Academy, Karachi Cricket Stadium and Multan Cricket Stadium; and

"Term" shall mean the period of one calendar year commencing from the Effective Date till **31st January 2025**, and extendable upto 3 years with mutual consent unless terminated earlier in accordance with Clause 9;

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.

References to Clauses, paragraphs and Schedules are, unless otherwise stated, references to clauses and paragraphs of and schedules to this Agreement. The expression "this Clause" shall, unless followed by the number of a specific part of the Clause, refer to the whole Clause in which it occurs.

The Schedule to this Agreement is incorporated into and forms an integral part of this Agreement.

The headings are for ease of reference only and shall not affect the interpretation of this Agreement.

References to any of the Parties include their respective successors in title and permitted assignees.

References to legislation include statutes, by-laws, regulations, rules, subordinate or delegated legislation and orders. Any reference to legislation is to that legislation at the date of this Agreement. However, where the reference relates to an obligation arising or to be performed after the date of this Agreement, it refers to any replacement, restatement or variation of that legislation at that time.

References to a person (or to a word importing a person) shall be construed so as to include that person's successors in title and assigns or transferees; and references to a person shall also be construed as including an individual, firm, partnership, trust, joint venture, company corporate, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other representatives.

The "Ejusdem Generis" rule does not apply to the interpretation of this Agreement. The words **"include"**, **"including"** and **"in particular"** or any similar expression indicate examples only and do not limit the general nature of any preceding words. A phrase starting with the words "or other" or "otherwise" is not limited by any preceding words where a wider interpretation is possible.

References to this Agreement or any other document shall be construed as references to this Agreement or that other document, as amended, varied, novated, supplemented or replaced from time to time.

Where this Agreement defines a word or expression, related words and expressions have a consistent meaning.

A "**day**" means the twenty-four (24) hours from midnight to midnight. Reference to a date is to the corresponding day. References to time are to the time in Pakistan.

No provision of this Agreement will be construed adversely against a Party because that Party was responsible for the preparation of this Agreement or that provision.

2. COMMENCEMENT AND DURATION

This Agreement shall come into force and effect on _____ (the "Effective Date") and, unless terminated earlier in accordance with Clause 8, shall continue until the expiry of the Term and may extend upto 3 years with mutual consent.

Notwithstanding the foregoing, this Agreement is intended to procure Services for NCA. The Agreement may be extended for a further period of three (03) years with the consent of both the parties to be recorded in writing on such terms and conditions as mutually agreed.

3. ANNUAL MAINTENANCE OF GYM EQUIPMENT

3.1 The Service Provider shall perform the Services provided in this Clause and as more particularly detailed under Schedule II of this Agreement, for all designated venues.

Scope of Work

- 1 Maintenance of gym equipment in all respects.
- 2 Change of parts when needed as per actual rate. (The rate quoted must not be more than the market current price provide undertaking on Rs. 50 non-judicial stamp papers).

3 CONSIDERATION

- A. In consideration of the provision of the Services by the Service Provider pursuant to this Agreement, the Service Provider shall be entitled to a total Fee calculated on a preventive maintenance basis in accordance with the rates mentioned in schedule II (the "**Services Fee**") details.
- B. This Fee shall be inclusive of all applicable taxes including but not limited to sales tax and all underlying costs and expenses in relation to the **Provision of Annual Maintenance of Gym Equipment** and PCB shall have no liability in this regard.
- C. Any and all incidental costs, expenses and taxes in relation to the execution of this Agreement or any other expenses incurred by the Service Provider in connection to this Agreement shall be borne entirely by the Service Provider and PCB shall have no liability in this regard. To the extent that the Service Provider does not comply with the Applicable Law as regards any tax, duty or other fiscal imposition, the Service Provider will indemnify PCB in respect of any claim that may be made against PCB arising from such non-compliance. If by virtue of any Applicable Law, PCB is obliged to charge sales tax or any other tax from the Service Provider, or to collect or charge any advance

tax or other amount from the Service Provider, the PCB shall include such amounts in its invoices submitted to the Service Provider and the Service Provider shall be obliged to pay such amounts to PCB.

D. It is agreed by the Parties that the Fee is the entire amount payable by PCB to the Service Provider in relation to the **Annual Maintenance of Gym Equipment** provided and no other amount shall be paid or payable by PCB to the Service Provider whether as consideration for Equipment or services, reimbursement of expenses or otherwise.

E. PCB shall pay in full all undisputed **Provision of Annual Maintenance of Gym Equipment** invoices submitted by the Service Provider within thirty (30) days from its receipt of the invoice(s) in accordance with the following payment schedule;

100% fee payable within thirty (30) days of receipt of invoice by PCB for successful rendering of services by the Service Provider.

F. Any disputed amount shall be paid pursuant to timely resolution of the same by both Parties, provided that the disputed amount shall become payable within twenty (20) days after the Service Provider has provided substantiation as to the accuracy of the amount charged to PCB.

4 PERFORMANCE SECURITY

- a. The Service Provider shall provide performance security to PCB in the form of a bank guarantee issued by a scheduled bank (the “**Performance Security**”) in accordance with the form set out in Schedule III. The amount of the Performance Security shall be **PKR. 100,000/-** (Pakistan Rupees one hundred thousand only). The Performance Security shall secure all obligations of the Service Provider under this Agreement and shall be provided at the time of signing of this Agreement.
- b. The Performance Security, if not encashed, shall be returned to the Service Provider thirty (30) business days after the expiry of the Term after getting a request from the Service Provider in writing.

In relation to the bank guarantee which forms the Performance Security, as between PCB and the Service Provider:

- (a) PCB shall exercise its rights in relation to the Performance Security in good faith;
- (b) PCB shall only encash the Performance Security in the event that, in the PCB’s sole opinion, the Service Provider has not carried out its obligations pursuant to this Agreement in relation to the Services, to the satisfaction of PCB; and
- (c) PCB shall inform the Event Service Provider of its intention to encash the Performance Security on the day that it intends to do so; however, for the purposes of clarification, PCB shall not require the consent or the approval of the Service Provider, in any form or manner, to encash the Performance Security.

The Parties agree that in the event that PCB encashes the Performance Security, in accordance with this Clause, it shall not prejudice any other legal right or remedy available to the PCB, either pursuant to this Agreement or under any Applicable Law, to proceed against the Service Provider for breach of this Agreement.

The Performance Security, if not encashed, shall be returned to the Service Provider two (2) business days after the expiry of the Term.

5 PCB'S OBLIGATIONS

PCB shall provide to the Service Provider all information and details reasonably required in order to perform the Services, including the delivery information, receiver's details, etc.

6 WARRANTIES OF PCB

- a. PCB warrants, represents and undertakes to the Service Provider that:
 - i. it has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;
 - ii. it is a statutory organization validly constituted and existing under the laws of its jurisdiction;
 - iii. it has the full right, title and authority to enter into this Agreement and to give, accept and perform the obligations, undertakings, covenants, warranties, representations and agreements to be given, accepted or performed by it under this Agreement;
 - iv. the person(s) signing this Agreement on behalf of PCB have been duly authorised by PCB and no other action is, or will at any time during the Term 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;
 - v. upon signature of this Agreement by both Parties, this Agreement shall constitute a legal, valid and binding obligation of PCB enforceable in accordance with its terms; and
 - vi. there are no actions, suits or proceedings (whether criminal or civil) in progress, outstanding, pending or threatened against it which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement and so far as PCB is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings.
- b. In connection with the representations, warranties and undertakings set out in Clause 7.1, no actual or imputed knowledge of any fact, matter or thing on the part of the Service Provider shall in any way prejudice or affect the Service Provider's rights and remedies against PCB for any misrepresentation or breach of such warranty or undertaking.

7 INTELLECTUAL PROPERTY RIGHTS

- a. Each Party shall have limited rights to use the name, logos and Intellectual Property of the other Party only for the performance of its obligations under this Agreement. The brand name, logo and other Intellectual Property of the Parties shall remain the sole and exclusive property of the respective Parties concerned.

- b. In addition to the Parties' obligations hereunder, the Parties shall respect and not infringe upon the other Parties' Intellectual Property Rights. The Parties recognize and acknowledge the proprietorship of the trademarks, copyrights, logo and the valuable reputation of each other and goodwill attached to the said intellectual property. The Parties hereby agree that they are willing to co-operate with each other in preserving such reputation and goodwill and pledges to refrain from doing any act, directly or indirectly which, in any way impair or infringe the said proprietorship. However, usage or deemed usage by one Party of Intellectual Property of any other Party in the due course of rights under this Agreement and in due execution of obligations hereunder shall not tantamount to breach of this clause.
- c. Any documentation or material prepared by the Service Provider during the course of this Agreement in connection with the performance of the Services shall be the sole and exclusive property of PCB.
- d. Nothing contained herein shall, at any time during the continuation of this Agreement or after its expiry or earlier termination thereof, give or be deemed to give or shall be intended to give or confer on any Party any right, title or interest or claim in or to the said Intellectual Property belonging to the any other Party and shall continue to vest solely and absolutely in favour of such other Party and vice versa.

8 TERMINATION AND SUSPENSION

- a. Either Party (the "**terminating party**") (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the other Party if:
 - i. the other Party is in material breach of any of its obligations under this Agreement, other than as a result of Force Majeure, and such default or breach is (i) irremediable; or (ii) capable of remedy and has not been remedied to the reasonable satisfaction of the terminating party within fourteen (14) days of a written request so to do;
 - ii. the other Party becomes bankrupt or insolvent or enters into liquidation or administration (other than a solvent voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets or ceases or threatens to cease to carry on business, or any bankruptcy or similar proceedings, at a creditor's or at its request, are instituted against it, or if it commits or suffers any act or event equivalent or analogous to any of the foregoing in any jurisdiction to which it or any of its assets is subject; or
 - iii. any distress or execution is levied on the whole or a substantial part of the assets of the other party or any final judgement for a monetary sum is given against the other party and in either case the relevant debt or sum is not paid within twenty-one (21) days.
- 9.2 PCB, without prejudice to its other rights under this Agreement or at law, suspend performance of its obligations under this Agreement or any of them, without any right on the part of the Service Provider to compensation, during any period in which the Service Provider is in breach of any of its material obligations under this Agreement

and until such time as the applicable breach(es) or the consequences thereof have been remedied by the Service Provider to the reasonable satisfaction of PCB.

9 CONSEQUENCES OF TERMINATION

- a. Upon expiry of the Term or termination of the Agreement for whatever cause the Service Provider shall cease to perform any Services and the Service Provider shall procure that all persons permitted by it to perform any of the Services pursuant to the Agreement shall forthwith cease to perform such Services for any purpose whatsoever.
- b. Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which 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.
- c. On termination of the Agreement (howsoever occasioned):
 - i. without prejudice to the generality of Clause 10.2, all accrued liabilities and subsisting rights and duties created by Clause 13 shall survive;
 - ii. each Party shall cause all Confidential Information belonging to the other Party in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of the other Party; and
 - iii. the Service Provider shall, at PCB's request, forthwith deliver up to PCB all copies of any information, data, materials supplied to the Service Provider by PCB for the purposes of the Agreement and created by the Service Provider pursuant to this Agreement and shall certify to PCB that no copies of such information or data have been retained.

10 FORCE MAJEURE AND COVID-19

- 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. If performance by either Party of such Party's obligations under this Agreement is only partially affected by Force Majeure or COVID-19, 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
- d. 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 pursuant to Clause 11.1.

11 CLAIMS AND LIABILITY

- a. PCB shall not be liable to the Service Provider in any circumstances for any indirect, consequential or economic loss, any loss of revenue, business, contracts, anticipated savings or loss of profits or wasted expenditure arising out of or in connection with the performance of its obligations under this Agreement or any breach thereof even if it was advised in advance of the possibility of such loss or damage.
- b. PCB's maximum liability, if any, to the Service Provider in aggregate in contract, tort or otherwise (including any liability for any negligent act or omission), howsoever arising, under or in connection with this Agreement (including any breach or non-performance of any of its obligations under this Agreement) shall be limited to an amount equal to the Fee to be paid by PCB under this Agreement.
- c. PCB shall not be liable to the Service Provider in contract, tort, or otherwise for any damages, losses, costs or expenses suffered or incurred as a result of any act or omission of any third party (irrespective of whether such third party is a contractual licensee or counterparty of PCB or not).
- d. The Service Provider shall indemnify PCB and keep it indemnified against any and all losses, costs, claims, expenses or damages (including fees of legal counsel) that be made against or incurred by PCB arising from or in connection with the performance or non-performance of its obligations under this Agreement.

12 CONFIDENTIALITY

- a. Each Party agrees that it shall during the Term of this Agreement and even after the expiry or termination of this Agreement:
 - i. keep confidential and not disclose any Confidential Information to anyone at all save to the limited extent set out in Clauses 13.2, 13.3 and 13.4; and

- ii. not use the Confidential Information for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.
- b. Any of the Parties disclose Confidential Information to its directors, professional advisers and employees and those of its affiliates on a strictly "need-to-know" basis provided that each Party ensures that each such recipient is bound by obligations of confidentiality at least as onerous as those set out in this Clause 13.
- c. Any of the Parties disclose Confidential Information to any regulator, law enforcement agency, stock exchange, or other third party if it is required to do so by law, regulation or similar authority, or pursuant to any order of any court or other competent authority or tribunal. In those circumstances such Party shall:
 - i. (provided it is practical and lawful to do so) if it is PCB, notify the Service Provider and, if it is the Service Provider, notify PCB in writing as soon as practicable before the disclosure;
 - ii. use all reasonable endeavours to consult with the other parties with a view to agreeing the timing, manner and extent of the disclosure; and
 - iii. in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
- d. If any of the Parties is required to disclose Confidential Information in the circumstances referred to in Clause 13.3 but is unable to inform the other party before Confidential Information is disclosed, it shall (provided that it is lawful to do so) fully inform the other party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.
- e. The Service Provider shall not make any announcement relating to this Agreement, any matter arising in respect of this Agreement, its relationship with PCB and/or the Matches/events. PCB shall have the right to approve the form and content of any such announcement where such consent is given prior to publication of the same.
- f. The Service Provider shall not refer to PCB in any corporate materials or publications (including, by way of example only, in any of its or their marketing materials or any statements as to its or their credentials) without the prior written consent of PCB which consent shall not be unreasonably withheld. PCB shall have the right to approve the form and content of any part of such materials or publications referring to PCB where such consent is given prior to publication of the same.
- g. The obligations in this Clause 13 shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

13 ASSIGNMENT

- a. The Service Provider not assign, transfer, charge or deal in any other manner with this Agreement or any rights hereunder without the prior written permission of PCB, which may be refused by PCB in its entire discretion. Notwithstanding any assignment, the Service Provider shall remain liable for

the performance of all obligations in respect of the assigned Services and the acts and omissions of any assignee with respect to the assigned Services shall be deemed to be the acts and omissions of the Service Provider. The Service Provider shall indemnify the PCB against any claims or damages from the entity to whom the Event Services have been assigned and arising out of the acts or omissions of any such entity.

- b. PCB, by notice to the Service Provider, assign any or all rights and obligations under this Agreement to an entity nominated by it.

14 INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement nor the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

15 COSTS

The Service Provider shall be solely responsible for all costs and taxes incurred in performance of the Services.

16 TIME OF THE ESSENCE

Time shall be of the essence as regards the performance by the Service Provider of its obligations under this Agreement. Every consignment must be delivered in due time.

17 NOTICES

- a. Except as expressly provided otherwise, all consents, approvals, notices, directions and/or instructions or other communications which are required to be given or obtained pursuant to this Agreement shall be given in writing in English and signed by or on behalf of the party giving it and shall be delivered by hand or sent by prepaid recorded or special delivery post or by prepaid international recorded airmail or by email or by fax to the address, email address or fax number and for the attention of the relevant party set out in this Clause 18 (or as otherwise notified by that party to the other parties in accordance with this Clause 18).
- b. The address, email addresses and fax number of PCB for the purposes of Clause 18.1 are:

PCB

For the attention of:

Address: Procurement Department
Pakistan Cricket Board
Gaddafi Stadium, Lahore, Pakistan
Email address: procurement@pcb.com.pk
With a copy to:
Fax number: +92 42 35711860

SERVICE PROVIDER

For the attention of:
Address:
Fax number:
Email address:
With a copy to:
Fax number:

Any notice or other communication given or made under this Agreement shall, in the absence of earlier receipt, be deemed to have been received:

- i. if delivered by hand, at the time and on the date of actual delivery;
- ii. if sent by fax, at the time and on the date of the successful fax transmission report;
- iii. if sent by prepaid recorded or special delivery post, forty-eight (48) hours from the date of posting (as evidenced by a postal receipt);
- iv. if sent by prepaid international recorded airmail, five (5) days from the date of posting; and
- v. if sent by email, twenty-four (24) hours after the time of transmission unless the sender has received notification that such email has not been successfully delivered,

provided that a notice deemed to have been received on a day which is not a Business Day, or after 18.00 hrs in the place of receipt shall instead be deemed to have been received on the next Business Day at the commencement of normal business hours in the place of receipt.

- c. For the avoidance of doubt, a notice to be given under this Agreement in relation to termination or arising out of the default of a Party shall not be validly served if sent by email.
- d. The provisions of this Clause 18 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement.
- e. The effectiveness of a Notice under Clause 18 is expressly conditioned upon it being issued in writing in accordance with the provisions set out above.

18 NO PARTNERSHIP

Nothing in this Agreement and no action taken by the Parties pursuant to it shall constitute, or be deemed to constitute, the Parties as a partnership, association, joint venture or other co-operative entity. The Service Provider shall have no right to pledge the credit of, or commit, PCB in any way.

19 AMENDMENTS

No provision of this Agreement shall be modified or varied except in writing and signed by the duly authorised representatives of PCB and the Service Provider.

20 REMEDIES AND WAIVERS

- a. Any waiver:

- i. by PCB in respect of a breach by the Service Provider of any provision of this Agreement; or
- ii. by the Service Provider in respect of a breach of any provision of this Agreement by PCB,

shall only be effective if it is in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

- b. No delay or omission by a Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- c. All remedies, rights and powers arising from this Agreement are (except as expressly provided) cumulative and not exclusive of any remedies, rights or powers provided by law or otherwise.

21 FURTHER ASSURANCE

Each Party shall, at its own cost, do or procure to be done all such further acts and things, and execute or, as appropriate, procure the execution of all such documents as reasonably be required for the purpose of giving to the other Party the full benefit of the provisions of this Agreement.

22 ENTIRE AGREEMENT

- a. In this clause, "pre-contractual statement" means any statement, representation, warranty, undertaking or promise (whether in writing or not) made by or on behalf of PCB prior to entering into this Agreement except to the extent expressly repeated in this Agreement.
- b. This Agreement represents the whole agreement and understanding between the parties and will supersede all other agreements and understandings between the parties or any of them relating to the subject matter of this Agreement (including any pre-contractual statement).
- c. The Service Provider warrants to PCB that, in submitting its Bid and entering into this Agreement, it has not relied on any pre-contractual statement.
- d. Except to the extent expressly set out in this Agreement, all warranties, representations, terms and conditions (to the extent that they lawfully be so excluded) implied by law or by custom or trade practice are excluded from applying to the transactions provided for in this Agreement.
- e. Nothing in this Clause shall exclude or restrict any liability to which any of the Parties be subject by reason of any fraudulent misrepresentation or any remedy available to any of the Parties by reason of such fraudulent misrepresentation.

23 ADEQUACY OF DAMAGES

Both the PCB and the Service Provider agree and acknowledge that damages alone would not be an adequate remedy for any breach by it of any of the provisions of this Agreement and either Party shall be entitled, without proof of special damages, to the

remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of the provisions of this Agreement.

24 COUNTERPARTS

This Agreement be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

25 COMPLAINE WITH PCB'S SUPPLIER CODE OF CONDUCT

- a. The Service Provider 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:
 - i. verify its compliance with the SCOC; and
 - ii. Rectify any non-compliance with the SCOC, within the timeframe stipulated by PCB.

26 LANGUAGE, GOVERNING LAW AND DISPUTE RESOLUTION

- a. This Agreement is drawn up in the English language. If this Agreement is translated into any language other than English, then the English language version shall prevail.
- b. The interpretation, construction and effect of this Agreement (including any non-contractual obligations arising from or connected with this Agreement) shall be governed by and construed in accordance with the laws of Pakistan.
- c. 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 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 through the dispute resolution mechanism provided for under Paragraph 37 of the PCB Constitution.

Scope of Work

Schedule- I

1. Maintenance of the following gym equipment in all respects: (As set out in Schedule II)
2. Change of parts when needed as per actual rate. (The rate quoted must not be more than the market current price provided undertaking on Rs. 50 non-judicial stamp papers).

Schedule- II**Annual Maintenance of Gym Equipment****Gym Machines Installed at Lahore Gym**

Sr	Name	Brand	UOM	Quantity	Amount (Rs)
1	Abb Vertical Climber	China	Nos	1	
2	Treadmill	Woodway	Nos	1	
3	Treadmill	Cybex	Nos	2	
4	Pully Machine	Free Motion	Nos	1	
6	Rower	Concept 2	Nos	1	
7	Elliptical	Cybex	Nos	1	
8	Step Mill	Life Fitness	Nos	1	
9	Stationary Bike	Cybex	Nos	2	
10	Knee Extension + Ham Curl Dual Machine	Life Fitness	Nos	1	
11	Functional Trainer with 8-10 attachments	Life Fitness	Nos	1	
12	Leg Press Machine	Life Fitness	Nos	1	
13	Full Body Press	Life Fitness	Nos	1	

Note:

4. The rate quoted must be (final) included in all service charges and taxes.
5. In Lahore service is required after 15 days.

Gym Machines Installed at Karachi Gym

Sr	Name	Brand	UOM	Quantity	Amount (Rs)
1	Abb Vertical Climber	China	Nos	1	
2	Treadmill	Life Fitness	Nos	2	
3	Rower	Concept 2	Nos	1	

4	Elliptical	Life Fitness	Nos	1	
5	Step Mill	Life Fitness	Nos	1	
6	Stationary Bike	Life Fitness	Nos	2	
7	Knee Extension + Ham Curl Dual Machine	Life Fitness	Nos	1	
8	Functional Trainer with 8-10 attachments	Life Fitness	Nos	1	
9	Leg Press Machine	Life Fitness	Nos	1	
10	Full Body Press	Life Fitness	Nos	1	

Note:

- The rate quoted must be (final) included in all service charges and taxes.
- In Karachi service is required after 15 days.

GYM Machines Installed at IHPCC Multan

Sr.	Machine Name	Brand	UOM	Quantity	Amount (Rs)
1	Abdominal Machine	Local	Nos	1	
2	Dual Cable Cross	Free Motion	Nos	1	
3	Chest Machine	Free Motion	Nos	1	
4	Shoulder Machine	Free Motion	Nos	1	
5	Lat Machine	Free Motion	Nos	1	
6	Row Machine	Free Motion	Nos	1	
7	Step Machine	Free Motion	Nos	1	
8	Lift Machine	Free Motion	Nos	1	
9	Squat Machine	Free Motion	Nos	1	
10	Calf Machine	Free Motion	Nos	1	
11	Hip Adduction	Free Motion	Nos	1	
12	Leg Curl	Free Motion	Nos	1	
13	Leg Press	Local	Nos	1	
14	Hamstring Machine	Hoist	Nos	1	
15	Quad Machine	Free Motion	Nos	1	
16	Hack Squat Machine	Local	Nos	1	
17	Four Station	Hoist	Nos	1	
18	Stepper	Free Motion	Nos	1	
19	Spinning Bikes	Cybex	Nos	5	
20	Treadmill Machine	Sports Art	Nos	2	
21	Treadmill Machine	Cybex	Nos	1	
21	Cable cross over machine	Free Motion	Nos	1	

Note:

- The rate quoted must be (final) included in all service charges and taxes.
- In Multan service is required after 30 days.

SCHEDULE III
PERFORMANCE GUARANTEE
FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with address:

(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Contractor) with address:

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____

Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the

_____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that hereafter be made, a notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)