

REQUEST FOR PROPOSALS

FOR

PROVISION OF ARMOURING SERVICES OF TOYOTA COASTER (04)

FOR THE

PAKISTAN CRICKET BOARD

1. **REQUEST FOR PROPOSALS FOR ARMOURING SERVICES OF TOYOTA COASTERS QUANTITY 4 NOS**

- 1.1 The Pakistan Cricket Board (“**PCB**”), a body corporate established under SRO No. 43(KE)/2014 dated 10th July, 2014, is pleased to issue this Request for Proposals (“**RFP**”) to invite interested parties to bid for the award of contract to provide armouring services up to the Certified B6/CEN 1063BR6 Level for the Toyota Vehicles used by PCB (as more particularly defined in Annexure 1 and hereinafter referred to as the “**Armouring Services**”).
- 1.2 This RFP contains information and requirements for the Bidders to prepare and submit Technical and Financial proposals (Bids) for Armouring Services and in doing so sets out the Bid Format, Procedure and Requirements (Paragraph 2), together with various Legal Provisions in relation to the Bid process (Paragraph 3).
- 1.3 The successful Bidder will be required to provide Armouring Services during the Term of the Armouring Services Agreement (attached to this RFP as Annexure 4) and cannot decline a particular service.

2. **BID FORMAT, PROCEDURE AND REQUIREMENTS**

2.1 **Submission of Bids**

Bidders are invited to submit Technical and Financial Proposals (Bids) to provide the Armouring Services as described hereunder and the draft Armouring Service agreement set out in Annexure 4. Each Bid must be in the form required by this RFP and must be unconditional. The successful Bidder unconditionally undertakes to execute the Armouring Services Agreement with PCB in the form attached with this RFP as Annexure 5 within such time as the PCB may stipulate.

2.2 **Required Content of Bid Documentation**

All Bidders will be required to submit in two separate sealed envelopes a Technical Proposal and Financial Proposal to the PCB. Both the Technical and Financial Proposals should be received by the PCB latest by 11th **July 2023** at the time specified below.

(a) Technical Proposal

All Bidders will be required to submit a Technical Proposal to the PCB. The Technical Proposal must comprise the details of the Bidder and its Bid as required by Annexure 2 (responding in full to all the requests and in the same sequence as set out in Annexure 2).

In addition to the hard copy of the Technical Proposal, the Bidder shall also be required to submit a USB which contains scanned copies of all documents being submitted as part of the Technical Proposal in a single file in PDF format only.

(b) Financial Proposal

The Financial Proposal should clearly state a single figure in Pakistan Rupees as the total Fee to be charged by the Bidder in respect of the Armouring Services

required by PCB which are the subject matter of this RFP (hereinafter referred to as the **“Total Armouring Service Fee”**) in the format set out in Annexure 3 attached hereto.

The successful Bidder must be in a position to commence the rendition of services immediately upon execution of the Armouring Services Agreement.

(c) Bid Security

Each Bidder shall pay an amount **PKR. 800,000/- (Pakistani Rupees Eight Hundred Rupees)** as **Bid Security** through a demand draft/pay order in favour of the Pakistan Cricket Board. The demand draft/pay order should be filed with the Technical Proposal. The Bid Security of bidders shall be returned to the unsuccessful bidders (upon receipt of a written request) within five (05) business days after the execution of the Armouring Services Agreement by the successful bidder.

Bid Procedure and Process

(d) Preparation of the Bid

- (i) The prospective Bidders who have been issued this RFP may make a request to PCB for further information or clarification in relation to the said RFP. All Bid queries and requests must be in writing under confidential cover submitted direct to PCB at the following address, by fax or email:

Relevant Department: Procurement Department

Pakistan Cricket Board

Gaddafi Stadium, Ferozpur Road, Lahore.

Tel: +92 42 35717231 to 34

Fax: +92 42 35711860

E-mail: procurement@pcb.com.pk

Reference: Provision of Armouring Services for PCB

All Bidders at the time of filing their bids should provide to the PCB the name of a contact person, a fax number and e-mail address through which they may be contacted.

(e) Delivery of Bid

Technical Proposal and Financial Proposal must be received in two separate sealed envelopes, each envelope signed across the seal, with the words "Technical Proposal" or "Financial Proposal" clearly marked on the relevant envelope. All envelopes should be addressed as follows:

"BID FOR PROVISION OF ARMOURING SERVICES FOR PCB"

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

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 the Submission Deadline.

The deadline for submission of Bids is 11:00 a.m. (Pakistan time) on 11th July, 2023 ("Submission Deadline").

In exceptional circumstances and in its sole discretion, PCB may consider a request for an extension of any deadline including the Submission Deadline. If PCB, in its unfettered discretion, grants an extension of any deadline such extension will be available to and shall apply to all Bidders.

PCB may also, in its discretion, extend the Submission Deadline in order to afford Bidders reasonable time to take into account, while preparing their Bids, any addendum issued by PCB which modifies the RFP or its terms. The addendum so issued shall be published in the same newspapers in which the original Invitation for Bids was published.

If for any reason the 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.

(f) Opening and Evaluation of Bids

Bidders must demonstrate their capability to adequately meet all the requirements of this RFP.

(1) Qualification and Technical Evaluation Criteria

Technical Proposals will be opened at 11:30 a.m. Pakistan Standard Time on 11th July, 2023 at the offices 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.

1. Bidder must have valid NOC and registration for armoring vehicles from Ministry of Interior (GoP). Bidder should be capable of bullet-proofing vehicles by retrofitting. The bid from middleman or distributor/agent is not acceptable.

2. Bidder should have a maximum experience of 03 years' experience of vehicle armoring.
3. Bidder should have a well-established factory and workshop in Pakistan.
4. Must be a registered incorporated company / partnership firm in Pakistan with relevant business experience;
5. Must have valid registration of Sales Tax & National Tax Number (NTN);
6. 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;
7. The Bidder is no one with whom PCB has a current unsettled dispute(s) before a legal forum.
8. Delivery Period must not exceed 120 Days after the delivery of Vehicles at the bidder's fabrication premises

Bidders fulfilling above qualification criteria will be further technically evaluated as per the technical evaluation criteria stated below. The Technical Proposal shall be passed by the Bid Committee constituted by PCB for this purpose.

Sr. #	CLIENT Requirement	Marks to be allocated	Max. Marks	Remarks
i.	Bidder's experience. a. 03 years or more b. 01 year but less than 03 years c. Less than 01 year	20 10 0	20	
ii.	bullet proofing of Number of Vehicles a. 50 Vehicles or more b. 25 to 49 vehicles. c. Less than 25	15 10 0	15	
iii.	bullet proofing of Number of Coasters a. 10 Vehicles or more b. 5 to 9 vehicles. c. Less than 5	15 10 0	15	
iv.	Clients in public or private organizations related to bullet proofing. a. 20 or more. a. 10 to 19 b. Less than 10	20 15 0	20	
v.	Availability of well-established workshop of bidder in Pakistan. a. More than one workshop b. One Workshop c. No Workshop	15 10 0	15	
vi.	Quality Testing of Material to be used for armoring. Certificate to be provided. Yes No	15 0	15	
	Marks obtained:		100	

Note: All relevant evidence in form of, Contracts, Work orders, Purchase order or any other reliable proof for confirmation must be provided with complete documents.

*The **minimum qualifying score will be 60 marks** for a Bidder to qualify to take part further in the bidding process. Financial Proposals of only*

Bidders obtaining the minimum qualifying score shall be considered for evaluation. The Pakistan Cricket Board reserves the right to accept or reject any or all of the prospective Bids in full or part and its decision on all matters in this regard shall be final and binding.

The Financial Proposals of those Bidders whose Technical Proposal has not been passed by the PCB Bid Committee shall be returned unopened. Reasons for disqualification will be provided to such disqualified Bidder only upon their written request.

(2) Financial Bidding

Financial Proposals of those Bidders whose Technical Proposals have been passed by the Bid Committee constituted by PCB for this purpose shall be opened by the consent of Bid Committee. Qualified parties will be informed accordingly.

Following the opening of the Financial Proposals, the Bidder with the lowest Financial Proposal, will be awarded the contract for the Armouring Services Agreement as provided in this RFP.

(g) Binding Nature of Bid

Bid once submitted is irrevocable, unconditional and binding on the Bidder and shall constitute a contractual offer which may be accepted by PCB in its sole and unfettered discretion. No Bid may be withdrawn or amended except as stated herein or at the request of PCB and subject to any conditions which PCB may stipulate.

(h) Further Information

Following receipt of Bids and their analysis by PCB, Bidders may be required to provide clarification and/or further information to PCB in respect of their Bids. Bidders will co-operate fully with PCB in this respect, and will provide such information and clarification as and when and in the form requested by PCB.

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 unequivocally 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 Armouring Services Agreement, the provisions of the Armouring Services Agreement 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 Armouring Services 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 Armouring Services and/or any associated Rights which are the property of PCB or licensed to PCB by third parties.

3.2 **Modifying the RFP**

- (a) If PCB modifies the RFP and/or its terms, it shall issue a written addendum to all Bidders for their knowledge and information. Bidders shall promptly acknowledge receipt of any such addendum.
- (b) Any Bid submitted to PCB prior to the issuance of an addendum which modifies the RFP and/or its terms (other than only by extension of the Submission Deadline) may 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 in Paragraph 2.2(f). Bids submitted to PCB prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.
- (c) In addition to the above, the PCB may at any stage 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 them or operate to unfairly to the disadvantage any Bidder.

3.3 **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, may 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 may be a criminal offence.

In this regard, the Bidder is required to sign and stamp the Form of Integrity Pact provided at Annexure 4 to this RFP for all Federal Government procurement contracts exceeding Rupees Ten (10) million. Failure to provide such Integrity Pact shall make the Bid non-responsive.

3.4 **No Representations or Warranties**

Neither PCB nor any of its officers 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).

3.5 **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 advisors, concerned officers and/or Bid Committee members, if required.
- (b) Each Bidder agrees that it will keep the terms of this RFP and any Bid and the details of the Armouring Services required as listed in Annexure 1 of this RFP

and other related information confidential and will not disclose the same to any person other than to its concerned advisors, 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 process, the Armouring Services required by PCB mentioned in Annexure 1 of this RFP, 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 may also 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.

3.6 **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) at 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 may be made or accepted) be liable or responsible for any such costs, expenses, losses or liabilities.

3.7 **Period for acceptances of Bids**

- (a) A Bid, once made, shall remain open for acceptance by PCB **ninety days** from the Submission Deadline (or such later date as PCB may specify in any addendum to this RFP).
- (b) No Bid, once made, may in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

3.8 **Governing Law**

- (a) This RFP and any related documentation or correspondence (including, without limitation any Bid) and any Armouring Services Agreement 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 Armouring Services Agreement including any question regarding the existence, validity or termination of the same, shall be referred to and finally resolved in accordance with Paragraph 37 of the PCB Constitution. The PCB Constitution and relevant rules, regulations, and bylaws can be viewed on the PCB's official website: www.pcb.com.pk

ANNEXURE 1

TECHNICAL SPECIFICATIONS REQUIRED

The Scope of Work required to be executed by the Successful Bidder in respect of the armouring of 4x Toyota Coasters for use by PCB is as follows:

A. ARMOURING SPECIFICATIONS

Armouring Level:	Certified B6 with combination of BR6 and FB6 as defined by Central European Norm CEN 1063.
Steel Thickness:	B6 compliant certificate from manufacturer and physical testing report from the armed forces testing facility
Glass Thickness:	B6 compliant certificate from manufacturer and physical testing report from the armed forces testing facility
Capsule Design:	Five-sided armoured with front, back, sides and roof. Floor should be of blast steel.
Design	Supplier to authenticate the design.
Authentication:	
Steel Cutting:	Laser Cutting Mandatory.
Floor:	Reports of Tests conducted by inspectorate of armament to be provided.
Run flat:	All wheels including stepony. Origin should be Australia, Germany, USA or Japan.
Interior:	All original OEM interior panels and trim may be resized or modified and reinstalled wherever possible to obtain as close as possible to the original look.
Ballistic Glass:	As per CEN 1063 BR6 level, Ballistic glass should be used in Windshield, Front & Rear Doors, Rear quarter panels and Bulkhead.
Doors:	Heavy Duty door ballistic steel hinges to be installed to withstand increased door weight. Armoured overlaps should be installed to avoid penetration of bullets or blisters.

OTHER MANDATORY REQUIREMENTS

1. Installation of heavy-duty suspension components to maintain the additional weight along with warranty. Country of origin should be either Australia, Germany, USA, or Japan.
2. All windows should be fixed. Both front side windows should either be moveable up to at least 3 inches or be fixed and immovable.
3. Vehicle battery and ECM armour protection, engine bay armouring.
4. Reinforced door pillars and posts.
5. OEM wind screen, front door glass to be replaced by curved ballistic glasses and all other glasses to be replaced with flat ballistic glasses. Ballistic glass used should be rated as providing B6 ballistic protection level and should have standard warranty against de-lamination, discoloration from UV rays.
6. All tire assy including spare tire should comprise of built-in-run flats as per defined standard.
7. Shock Absorbers and leaf spring to be upgraded/reinforced to compensate additional armor weight to maintain safety standards to avoid excessive stress on the vehicle's original structure.
8. Vehicle fuel tank, battery, radiator, to be protected accordingly. Blast Steel-case fuel tank protection to be provided
9. All areas of passenger compartment (roof and verticals) including front, back, sides, roof etc should be protected with ballistic steel plating. Ballistic steel section at back and front (Fire wall) should be in single piece. Coaster roof is made with ballistic Steel 6.5 mm which help to reduce some of weight.
10. Floor of vehicles should be protected with anti-blast sheet in compliance to provide protection against simultaneous explosion of 2xDM51 German ordinance hand grenades or equivalent.
11. ABC pillars, roof should be in single piece laser cut, where ever possible to avoid excessive welding.
12. Five Sided armoring of passenger compartment using 6.5mm ballistic steel to defeat high powered rifle fire 7.62 by 51M80 Ball 2750fps
13. Laser cut steel is mandatory for all sections to make vehicles armored / bulletproof integrated with the OEM (vehicle) body.
14. Engine power to enhance by Power Enhancement chip.
15. Possibility of a projectile entering the vehicle's interior due to a ricochet from the armor shall also be minimized. Vehicle armoring shall be constructed in such a way as to ensure that a projectile following a linear or angled path shall not enter the vehicle's interior without contacting the armor material. In addition to this, the possibility of a projectile entering the vehicle's interior due to a ricochet from the armor shall also be minimized
16. Capsule design configuration to be used for cabin protection. The interior frame, constructed of ballistic grade steel, provides overlap and backup protection for the large

surface principle impact areas such as the doors and windows. It also reinforces the structural integrity of the pillars and other areas that are typically ignored or poorly armored by the other manufacturers. Side oem door (in/out) will be removed and a complete new ballistic door will be installed.

17. Radiator shall be protected through ballistic material.
18. Extreme ballistic performance at max and min temperature i.e. -5C to +50C. The materials used for the armoring of the vehicles is certified maximum weather conditions
19. Provision of armor overlaps at all the doors to prevent penetration through door posts and pillars. Door pillars shall reinforce for maximum strength retention. Preferably all doors shall fit with suitable restraining straps and ballistic steel hinges.
20. All original internal / external panels should remain in their original shape. Upholstery work should lessen the tolerance of fixing required specially on the pillars.
21. Bidder will commit to provide warrantee for initial 10,000 KM or 02 years warranty. Warranty will be limited to the parts replaced during Bullet Proofing. During contract period bidder will repair and replace all parts free of charge related to armoring.
22. During contract PCB may increase or decrease the quantity of vehicle to be bullet proofed without any liability to PCB.
23. Original accessories / parts / assys removed / replaced during the process of retrofitting to be returned to PCB.
24. Upgraded vehicle tire jack to lift the additional weight of the Armor to be provided.
25. Bidder will provide list of parts replacement and procedure along with the bid.
26. Vehicles will be delivered and collected by PCB at the contractor's facility.
27. Minimum three days user Training for operation and maintenance to drivers and mechanics should be provided by the bidder.
28. If delivered failed 120 days then penalty should be applied at some rational amount

ANNEXURE 2

QUESTIONNAIRE: DETAILS OF BIDDER

In addition to and to supplement the requirements detailed under Paragraph 2.2 of this RFP, 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.

<i>Corporate Information</i>		
1	Full Corporate Name of Bidder.	
2	Address, telephone number and fax number of registered office and principal place of business, if different, NTN number and for all offices.	Address:..... Tel:..... Fax:..... Website:.....
3	Where the Applicant is resident, domiciled and incorporated, date of incorporation, registration number and legal status. Duly notarized/attested copies of the charter documents, copy of current certificate of incorporation and previous such certificates where the Bidder's name has changed are to be attached. In addition, for Bidders incorporated/registered in Pakistan, attested copies of latest Form A and Form 29 are to be attached, if applicable.	Place of residence/domicile: Country of incorporation (if different): Reg. No:..... Legal Status:
4.	Types of business activity and segments/areas of operations. Bidder's profile/brochures to be attached.	
5	Name of directors/partners (along with copies of their National Identity Cards or passports) and all major shareholders (for owners of more than 10% shares). Details of hierarchy/management system including organizational structure and key management personnel to be attached.	

6	Corporate structure chart showing the ultimate holding company and all group companies (including ownership structure of all group companies and shareholdings in ultimate holding company).	
Financial Information		
7	<p>Audited/Certified Financial Statements* for the last three (03) fiscal years, and other documents that allow PCB to assess the financial viability of the bidding entity. <i>The latest accounts must be for a period ending, or as at a date not more than 18 (eighteen) months prior to the date of submission of the Bid.</i></p> <p>[In case the latest audited accounts are for a period ending more than 12 (twelve) months prior to the date of submission of the Bid, latest (signed by CEO and CFO) unaudited accounts must be provided along with the audited accounts.]</p> <p>Credit rating (if applicable).</p> <p><i>*The bidding entity may be requested to provide additional information as PCB, in its discretion, deems necessary.</i></p>	

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

PLEASE ENSURE EACH SIGNATURE ABOVE IS WITNESSED BY TWO ADULT MALE WITNESSES AND PRINT THE NAME AND ADDRESS OF EACH WITNESS UNDERNEATH HIS SIGNATURE.

ANNEXURE 3

FORMAT OF THE FINANCIAL PROPOSAL

[Date _____]
Pakistan Cricket Board
Gaddafi Stadium
Lahore

Dear Sirs

This is with reference to the Invitation to Bid dated [REDACTED] which has been floated by the PCB for Armouring of Toyota Vehicles to a Certified B6 Level.

Our Financial Proposal is as follows:-

[Please insert an amount in words and numbers in Pakistan Rupees for which the Bid is being made]

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 90 days from the scheduled date of opening of Financial Proposals.

Yours faithfully

Authorised Signatory of
Bidder

ANNEXURE 4

FORM OF INTEGRITY PACT

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

ANNEXURE 5

**FORM OF THE PROVISION OF ARMOURING SERVICES AGREEMENT
TO BE EXECUTED ON STAMP PAPER**

THIS AGREEMENT is made the _____ day of _____ 2023

BETWEEN:

PAKISTAN CRICKET BOARD, a body corporate established under SRO No. 43(KE)/2014 dated 10th July, 2014, with its Head Office Located at **Gaddafi Stadium, Ferozpur Road Lahore** (hereinafter referred to as the “**PCB**”) which include its successors and permitted assigns;

and

M/S _____, a _____ existing under the laws of Pakistan with its registered office at _____ (hereinafter referred to as the “**Service Provider**”) which include its successors and permitted assigns.
(PCB and the Service Provider shall be referred to individually as a “**Party**” and collectively as the “**Parties**”)

BACKGROUND:

- (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 Armouring Services for Toyota Vehicles used by PCB in Pakistan;
- (C) The Service Provider submitted a Bid for the award of the contract for the Armouring Services, which Bid was declared successful by PCB;
- (D) The Service Provider and PCB wish to enter into this Agreement in respect of the Armouring Services for three (04) Toyota Vehicles to the certified B6 Level, on the terms and subject to the conditions set out herein.

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" shall mean this agreement including its Schedule;

"Applicable Law" shall mean: (a) all applicable laws, regulations, rules, 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;

"Armouring Services" shall mean the list of activities and obligations listed in Clause 3 of and the Schedule to this Agreement;

"Business Day" shall mean 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" shall mean all information received or obtained by the Service Provider, the Service Provider or 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, including for the avoidance of doubt the nature and terms of the armouring specifications and 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" shall mean the bank account of the vendor with the following details:

PKR Routing Instructions for Wire Transfer:

"Please Transfer To:

Account Title:

Account Number:

IBAN#

Bank:

Branch Code

Address:

"Effective Date" shall mean the date of this Agreement;

"Fee" shall have the meaning set out in Clause 4.1 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 affected Party and the other Party accepts that the affected Party is incapable of performing its duties in the given such circumstances provided that any lack of funds or insolvency of the affecting Party are specifically excluded;

"Term" shall mean the period from the Effective Date until the date which is forty-five (45) days thereafter (so as to allow relevant matters to be reconciled after delivery of the Armouring Services under this Agreement), subject to earlier termination in accordance with Clause 8; and

“**Vehicle(s)**” means the Toyota Coasters which require armouring by the Service Provider as per the specifications detailed by PCB under Clause 3 and Schedule 1 to this Agreement.

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 vice versa and also include transgender.

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 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 interest 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 interest and permitted assigns; 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.

2. COMMENCEMENT AND DURATION

This Agreement shall come into force on, and shall be deemed to have been in effect since the Effective Date and, unless terminated earlier in accordance with Clause 8, shall continue until the expiry of the Term.

3. ARMOURING SERVICES

3.1 In consideration of the payment of the Fee by PCB to the Service Provider, the Service Provider shall perform the Armouring Services provided in this Clause 3 and the Schedule I of this Agreement, for four (04) Toyota Vehicles used by PCB (“**Armouring Services**”).

3.2 The Service Provider shall be responsible for armouring of Four Coasters (04) Vehicles provided to it by PCB must not exceed **120** days as per the specifications detailed under Schedule I and deliver the final product to PCB.

3.3 In providing the Armouring Services, the Service Provider shall:
co-operate with PCB in all matters relating to the Armouring Services, and comply with all instructions provided by the PCB; use personnel who are suitably skilled and experienced to perform tasks assigned to them, and, as agreed between the Parties from time to time, in sufficient number;
ensure that the Armouring Services will conform with all descriptions and specifications set out in the Agreement, and that any deliverables shall be fit for any purpose expressly or impliedly made known to the Service Provider by PCB.

The Service Provider shall make all required arrangements and be equipped to commence the Armouring Services from the Effective Date.

4. CONSIDERATION

4.1 In consideration of the performance of the Armouring Services for the PCB by the Service Provider pursuant to this Agreement, the Service Provider shall be entitled to a total fee of **PKR _____** (the “**Fee**”). This Fee shall be inclusive of all applicable taxes, levies, fees, charges etc. and all underlying and associated costs and expenses in relation to the provision of the Armouring Services and PCB shall have no liability in this regard.

4.2 The Fee shall be paid by PCB to the Service Provider against delivery of the armoured vehicles to PCB (as described under Clause 3. (3.2) above) with the following payment schedule:

- 70% of the Total Consideration to be paid upon completion of four coasters and inspected by PCB technical staff.
- 30% of the Total Consideration to be paid within 30 days after the delivery of four coasters

4.3 Payment shall be made by PCB within thirty (30) days of the Service Provider submitting the inspection report to PCB. Provided that the payment shall be subject to issuance of completion certificate by PCB and Certification of ballistic Steel and Glass used in armouring to be tested on level B6 along with blast protection of floor by Inspectorate of armament.

4.4 The Supplier shall provide a Performance Security to PCB in the form of a Bank Guarantee. The amount of the Performance Security shall be 10% of the total Consideration. The Supplier shall ensure that the Performance Security shall remain valid and effective from the date of its issuance until the expiry of the Term. The

Performance Security shall secure all obligations of the Supplier hereunder and shall be provided at the time of signing of this Agreement.

- 4.5 In case PCB does not wish to include a particular component of Armouring Services, it shall have the right to do so by a written notice to the Service Provider and the Fee shall be reduced by the amount of the cost of such component, as quoted by the Service Provider in its bid.
- 4.6 Any and all incidental costs, freights, expenses and taxes in relation to the execution of the Armouring Services or any other expenses incurred in connection to this Agreement shall be borne entirely by the Service Provider and PCB shall have no liability in this regard.
- 4.7 It is agreed by the Parties that the Fee is the entire amount payable by PCB to the Service Provider and no other amount shall be paid or payable by PCB to the Service Provider whether as consideration for goods or services, reimbursement of expenses or otherwise.

5. PCB'S OBLIGATIONS

- 5.1 PCB shall provide to the Service Provider all information and details reasonably required in order to perform the Armouring Services, including the specification details and other related information, data and resources.

6. WARRANTIES OF PCB

- 6.1 PCB warrants, represents and undertakes to the Service Provider that:
- (a) it is a body corporate and has been established by the Federal Government under an SRO;
 - (b) 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;
 - (c) the person signing this Agreement on behalf of PCB has 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;
 - (d) 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
 - (e) 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

7. WARRANTIES OF THE SERVICE PROVIDER

- 7.1 The Service Provider warrants, represents and undertakes to PCB that:
- (a) the Service Provider has not entered into and will not enter into any agreement with any third party for provisions of services hereunder;
 - (b) the Service Provider is a company/firm as the case may be validly constituted under the laws of the territory in which it was incorporated/registered and the Service Provider has been in continuous existence since its incorporation/registration;
 - (c) the Service Provider 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;
 - (d) the persons signing this Agreement on behalf of the Service Provider have been duly authorised by the board of directors/partners of the Service Provider 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;
 - (e) the Service Provider shall comply with all Applicable Law in connection with the performance of its obligations hereunder;
 - (f) upon signature of this Agreement by both Parties, this Agreement shall constitute a legal, valid and binding obligation of the Service Provider, enforceable in accordance with its terms;
 - (g) there are no actions, suits or proceedings (whether criminal or civil) in progress, outstanding, pending or threatened against the Service Provider which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement and, so far as the Service Provider is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings;
 - (h) so far as the Service Provider is aware (having made all due and proper enquiries), the Service Provider is not the subject of, or threatened with, any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or agency which are likely to have a material adverse effect on the conduct of its (or their) business or affairs and there are no circumstances which are likely to give rise to any such investigation, inquiry or enforcement proceedings;
 - (i) the Service Provider's performance of the Armouring Services shall comply with all Applicable Laws;
 - (j) the Service Provider shall use its best endeavours to ensure the provision of the highest level of quality of the relevant armouring for PCB vehicles as stipulated under this Agreement;
 - (k) all the requisite clearances and approvals from the authorities with respect to the Armouring Services have been obtained.
- 7.2 In connection with the representations, warranties and undertakings set out in this Clause 7, no actual or imputed knowledge of any fact, matter or thing on the part of

PCB shall in any way prejudice or affect PCB's rights and remedies against the Service Provider for any misrepresentation or breach of such warranty or undertaking.

8. TERMINATION AND SUSPENSION

8.1 Either Party (the "**Terminating Party**") may (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:

- (a) the other Party is in 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 **seven (07)** days of a written request so to do;
- (b) the other Party becomes bankrupt or insolvent, 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
- (c) 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.

PCB may, 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.

8.2 Notwithstanding the foregoing, if the Armouring Services have not been completed within 45 days from the Effective Date for any reason, PCB may terminate this Agreement by written notice to the Service Provider. Parties fully understand that time is the essence of the Agreement.

9. CONSEQUENCES OF TERMINATION

9.1 Upon expiry of the Term or termination of the Agreement for whatsoever cause the Service Provider shall cease to perform any Armouring Services.

9.2 Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which may have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

9.3 On termination of the Agreement (howsoever occasioned):

- (a) without prejudice to the generality of Clause 8.2, all accrued liabilities and subsisting rights and duties created by Clause 12 shall survive;
- (b) 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
- (c) 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

10.1 For the purposes of this Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations impossible and includes but is not limited to terrorism, wars, civil riots, hostilities, public disorder, epidemics (except for COVID-19), fires, acts of God or governmental restrictions and actions.

Force Majeure shall not include:

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

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

10.2 The failure by a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place alternative arrangements, all with the objective of carrying out the terms of this Agreement without delay.

10.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfil its obligations under this Agreement with a minimum delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than three (03) working days following the occurrence of the event concerned and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

10.4 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

11. CLAIMS AND LIABILITY

- 11.1 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.
- 11.2 PCB's maximum liability 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 in respect of the Armouring Services which are the subject matter of this Agreement.
- 11.3 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).
- 11.4 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 may 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

- 12.1 Each Party agrees that it shall during the Term of this Agreement and as provided under clause 12.7 infra:
- (a) keep confidential and not disclose any Confidential Information to anyone at all save to the limited extent set out in Clauses 12.2, 12.3 and 12.4; and
 - (b) not use the Confidential Information for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.
- 12.2 Any of the Parties may disclose Confidential Information to its directors, partners professional advisors 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 12.
- 12.3 Any of the Parties may disclose Confidential Information to any regulator, or the law enforcement agency, 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:
- (a) (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;
 - (b) use all reasonable endeavours to consult with the other parties with a view to agreeing the timing, manner and extent of the disclosure; and

- (c) in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
- 12.4 If any of the Parties is required to disclose Confidential Information in the circumstances referred to in Clause 12.3 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.
- 12.5 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 Armouring Services sought by PCB. 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.
- 12.6 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 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.
- 12.7 The obligations in this Clause 12 shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

13. ASSIGNMENT

- 13.1 The Service Provider may not assign, transfer, charge or deal in any other manner with this Agreement or any rights hereunder without prior written permission of PCB, which may be refused by PCB in its discretion. Notwithstanding any assignment, the Service Provider shall remain liable for the performance of all obligations in respect of the assigned Armouring Services and the acts and omissions of any assignee with respect to the assigned Armouring 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 Armouring Services have been assigned and arising out of the acts or omissions of any such entity.
- 13.2 PCB may, 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 direct and indirect taxes/duties/levies etc. imposed on the Armouring 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.

17. NOTICES

17.1 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 17 (or as otherwise notified by that party to the other parties in accordance with this Clause 17).

17.2 The address, email addresses and fax number of PCB for the purposes of Clause 17.1 are:

PCB

For the attention of: **Procurement Department**

Address: Gaddafi Stadium, Ferozepur Road
Lahore, Pakistan

Fax number: 092-42 3571 1860

Email address: procurement@pcb.com.pk

ARMOURING 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:

- (a) if delivered by hand, at the time and on the date of actual delivery;
- (b) if sent by fax, at the time and on the date of the successful fax transmission report;
- (c) if sent by prepaid recorded or special delivery post, forty-eight (48) hours from the date of posting (as evidenced by a postal receipt);
- (d) if sent by prepaid international recorded airmail, five (05) days from the date of posting; and

- (e) 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.

17.3 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.

17.4 The provisions of this Clause 17 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.

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. MODIFICATIONS

Modification of the terms of this Agreement may only be made by mutual consent to be exercised in writing between the Parties.

20. REMEDIES AND WAIVERS

20.1 Any waiver:

- (a) by PCB in respect of a breach by the Service Provider of any provision of this Agreement; or
- (b) 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.

20.2 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.

20.3 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 may reasonably be required for the purpose of giving to the other Party the full benefit of the provisions of this Agreement.

22. ENTIRE AGREEMENT

- 22.1 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.
- 22.2 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).
- 22.3 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.
- 22.4 Except to the extent expressly set out in this Agreement, all warranties, representations, terms and conditions (to the extent that they may 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.
- 22.5 Nothing in this Clause shall exclude or restrict any liability to which any of the Parties may 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 agrees and acknowledges 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. GOOD FAITH

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

25. LANGUAGE, GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1 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.
- 25.2 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.
- 25.3 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 15 days then the matter shall be referred to and finally resolved in accordance with the Dispute Resolution Mechanism provided under Paragraph 37 of the PCB Constitution. The seat or legal place of the Dispute Resolution proceedings shall be in Lahore, Pakistan. The language of the proceedings shall be English.

26. COMPLIANCE WITH PCB'S SUPPLIER CODE OF CONDUCT

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.

27. COUNTERPARTS

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

IN WITNESS WHEREOF the parties through their duly authorized representatives have signed this Agreement on the date shown below.

For and on behalf of
Pakistan Cricket Board

Name: Mr. _____

Title: _____

For and on behalf of
M/S _____ (“Service Provider”)

Name: Mr. _____

Title: _____

Witnesses

1. _____

Name
CNIC No.:

2. _____
Name
CNIC No.:

SCHEDULE I

ARMOURING SERVICES

(same as Annexure 1 of the RFP)

