

**REQUEST FOR PROPOSALS**  
**FOR**  
**PROVISION OF SECURITY EQUIPMENT REQUIRED ON RENTAL BASIS**  
**DURING INTERNATIONAL, PSL AND DOMESTIC CRICKET MATCHES**  
**THROUGHOUT THE COUNTRY**

(Single Stage Two Envelope)

*Issued on November, 2023*

**1. PROVISION OF SECURITY EQUIPMENT DURING INTERNATIONAL, PSL AND DOMESTIC CRICKET MATCHES THROUGHOUT THE COUNTRY**

1.1 The Pakistan Cricket Board (“**PCB**”), a body corporate established by the Federal Government under S.R.O.43(KE)/2014 dated 10th August 2014, is pleased to issue this Request for Proposals (“**RFP**”) to invite parties to bid for the award of contract for the provision of security equipment required during International, PSL and Domestic cricket matches (hereinafter referred to as the “Services”) organized by PCB throughout the country from December 2023 to November, 2024.

1.2 Details and specifications of the Security Equipment required are set forth in the draft Agreement annexed to this RFP (Annexure II).

1.3 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 Security Equipment Agreement and the successful bidder cannot selectively choose specifications to be adhered to.

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

**2.1 Submission of Bids**

A single stage two envelope procedure will be followed and all Bidders will be required to submit in two separate sealed envelopes a Technical Proposal and Financial Proposal to the PCB. Both Technical and Financial Proposals should be received by PCB latest by 19<sup>th</sup> December 2023 at the time specified below.

**2.2 Required Content of Bid Documentation**

(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 in technical evaluation criteria.

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.

The Technical Proposal should be received by the PCB latest by 1100 hrs on 19<sup>th</sup> December, 2023 (the “Submission Deadline”). Technical bid will be opened on same day at 11:30am.

## **Financial Proposal**

The Financial Proposal should be received by the PCB latest by 1100 hrs on 19<sup>th</sup> December, 2023 (the "Submission Deadline").

The Financial Proposal should clearly state **a single figure in Pakistan Rupees (PKR) for each component price (Baggage Scanner Machine, CCTV Cameras, Walkthrough Gates, Crowd Surveillance System, Movie Camera, Vehicle Search Mirror, Hand Held Metal Detector) at which the Bidder will be providing the Services** required by PCB which are the subject matter of this RFP (hereinafter referred to as the "Service Fee") in the format set out in Annexure I attached hereto.

The said single figures should be inclusive of all underlying costs, expenses and all applicable taxes in relation to provision of the Services and PCB will have no liability in this regard.

All expenses with respect to the provision of the Services shall be borne by the successful Bidder.

Each Bid must be in the form required by this RFP and must be unconditional. The successful Bidder unconditionally undertakes to execute the Provision of Service Agreement with PCB in the form attached with this RFP as *Annexure 2* within such time as the PCB may stipulate.

Interested parties are required to provide their bid in a sealed envelope to the PCB. The envelope should be addressed as:

### **BID FOR PROVISION OF SECURITY EQUIPMENT:**

Attention: Procurement Department  
Pakistan Cricket Board  
Address: Pakistan Cricket Board  
Gaddafi Stadium, Ferozpur 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.

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 annexed Security Equipment Agreement with a successful bidder in which case it will owe obligations to the successful bidder in accordance with the terms and conditions of the Security Equipment Agreement.

#### **(b) Bid Security**

- i) Each Bidder shall pay **PKR. 200,000 (Pakistan Rupees One Hundred Thousand Only)** as **Bid Security** through a demand draft/pay order in favour of the 'Pakistan Cricket Board'. The demand draft/pay order should be submitted along with the Technical Proposal.

- ii) If PCB does not award the Agreement to the Bidder, then provided PCB is not prevented from doing so by law or by an order of any court of competent jurisdiction and provided further that the Bidder has not violated the terms of this RFP, PCB will refund (without interest) the Bid Security after the last date of the terms of a Bid under this RFP.
- iii) If the successful Bidder does not execute the Agreement in such form as stipulated by the PCB, the Bid Security shall be retained by PCB and applied towards the losses or expenses suffered or incurred by PCB arising from such failure, without prejudice to the PCB's rights to take further action in this regard.

(a) **Bid Procedure and Process**

Preparation of the Bid

The prospective Bidders may make a request to PCB for further information or clarification in relation to the said RFP. All queries and requests in relation to this bid document must be made in writing under confidential cover and submitted directly to PCB at the following address, or by fax latest by 18 **December, 2023**:

For the attention of: Sr. Manager Procurement  
Address: Pakistan Cricket Board, Gaddafi Stadium Lahore  
Fax number: 042-35711860  
Email address: Procurement@pcb.com.pk

Subject: **PROVISION OF SECURITY EQUIPMENT DURING INTERNATIONAL, PSL AND DOMESTIC CRICKET MATCHES THROUGHOUT THE COUNTRY or ANY Other event of PCB within Pakistan**

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

(b) **Delivery of Bid**

Technical & Financial Proposals must be received in a sealed envelope, signed across the seal, with the words "Technical Proposal" and "Financial Proposal" clearly marked on the envelope. All envelopes should be addressed as follows:

"BID FOR PROVISION OF SECURITY EQUIPMENT DURING INTERNATIONAL, PSL AND DOMESTIC CRICKET MATCHES THROUGHOUT THE COUNTRY" FROM December, 2023 TO November, 2024,

For the attention of: Procurement Department  
Address: Pakistan Cricket Board, Gaddafi Stadium Lahore  
Fax number: 042-35711860  
Email address: Procurement@pcb.com.pk

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.

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 unfettered 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.

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.

(c) **Opening and Evaluation of Bids**

**Qualification & Technical Evaluation**

PCB will carry out a detailed evaluation of the based-on Qualification and Technical criteria and will examine the information provided by the Applicant in the Technical Proposal for its qualification to be done in accordance with qualification criteria specified below;

- i. The Applicant has to provide the poof of registration with the Income and Sales Tax Departments;
- ii. The applicant must provide a valid declaration that it is not a defaulter of PCB or someone with whom PCB has a previous or current unsettled dispute or an unresolved claim or outstanding balance;
- iii. The applicant has to submit an affidavit from a duly authorized representative of the bidder that the director(s) and chief executive officer of the applicant are not under trial or investigation by the accountability agencies of Pakistan and that the bidder itself is not blacklisted by the Government or any of its departments/institutions;
- iv. The applicant has to submit an affidavit signed by an executive director or partner or any other duly authorized official of the bidder certifying that all information supplied in the technical proposal is true and accurate;

Technical proposals shall be marked in accordance with the following grading criteria:

Grading Criteria	Maximum Marks
<p><b>Registration of Firm/Company/ Sole Proprietors</b> must be registered in, FBR (income tax/sale tax department) and Punjab Revenue Authority (Sale tax department):</p> <p>a. Registered within last 1-3 years (03 Marks)  b. Between 4–5 years (5 Marks)  c. More than 5 years (10 Marks)</p>	<p><b>10</b></p>
<p><b>Clientele:</b> (Attach copies of supporting documents along with agreement/LOI/WO of last three years) in respect of following equipment: -</p> <p>a) Walkthrough gates  b) Baggage scanner machines  c) CCTV Cameras  d) Crowd surveillance system  e) Hand held metal detector  f) Vehicle search mirrors</p> <p>5 projects worth of each project (02 marks each) minimum should be Rs. 2 Million (10 Marks)</p> <p>5 project worth of each project (04 marks each) minimum should be Rs. 3.5 million (20 Marks )</p> <p>5 project worth of each project(06 marks each) minimum should be Rs. 5 million (30 Marks )</p>	<p><b>30</b></p>
<p><b>Financial Status of the Firm:</b> (attach copies of last three-year’s audited accounts) latest financials must not be older than 16 months from date of submission of bids. Points will be awarded on the basis of latest financials only.</p> <p>Annual turnover from Rs 5 million to Rs. 10 million (5 Marks)</p> <p>Annual turnover more than Rs. 10 million to Rs. 15 million (10 Marks)</p> <p>Annual turnover more Rs 15 million to Rs. 20 million (15 Marks)</p>	<p><b>15</b></p>
<p><b>Availability of Equipment:</b> (Walkthrough Gates, Baggage Scanner Machines, 4 MP CCTV Cameras, Crowd Surveillance Systems, Handy Metal Detector and Search Mirrors</p> <p>Walkthrough Gates (between 50-70)</p>	<p><b>25</b></p>

<b>Grading Criteria</b>	<b>Maximum Marks</b>
<p>Baggage Scanner Machines (between 0-2)  Minimum 4MP CCTV Cameras (between 20 to 30)  Crowd surveillance system (between 0-4)  handy metal detector (between 50-70)  Under Vehicle Search Mirror (0-5)</p> <p><b>(10Marks)</b></p> <p>Walkthrough Gates (between 71-100),  Baggage Scanner Machines (more than 2)  Minimum 4MP CCTV Cameras (between 31 to 40)  Crowd surveillance system (more than 4)  Handy metal detector (between 71-100)  Under Vehicle Search Mirror (6-10)</p> <p><b>(15Marks)</b></p> <p>Walkthrough Gates (more than 100)  Baggage Scanner Machines (more than 3)  Minimum 4MP CCTV Cameras (more than 40)  Crowd surveillance system (more than 5)  Handy metal detector (between 71-100)  Under Vehicle Search Mirror (11-20)</p> <p><b>(25 Marks)</b></p> <p>Note: PCB may physically verify the availability of the security equipment claimed by the bidder, marks will be awarded based on the verification of the availability of equipment</p>	
<p><b><i>Presence across Country:</i></b> (Attach copies of supporting documents i.e office ownership/current year rental agreement</p> <p><i>Site offices in capital of one province/Major cities</i>  3 Marks</p> <p><i>Site offices in capitals of 2 provinces/major cities</i>  5Marks</p> <p><i>Site Office in capital of more than 2 Provinces/Major cities</i>  10 Marks</p>	<b>10 Marks</b>
<p><b><i>Number of Personnel Technical Employed:</i></b>  (copies of pay roll slip and degrees of employees to be provided)</p> <p><i>Between 1 to 10 (5 Marks)</i>  <i>Between 11-20 (7 Marks)</i>  <i>More than 20 (10 Marks)</i></p>	<b>10 Marks</b>
<b>TOTAL:</b>	<b>100</b>

**Note:** PCB will not entertain any bidder having no experience in provision of security equipment on rental basis.

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 Technical Proposal/applications in full or part thereof and its decision on all matters in this regard shall be final and binding.*

Applicants whose Technical Proposal is determined by PCB, at its sole discretion, to be meeting the qualification & technical criteria specified shall be invited to participate in the next stage of the Bidding Processes. Applicants whose Technical Proposal is determined by PCB at its discretion, to be not meeting the qualification criteria specified shall be disqualified from participating in the Bidding Processes.

### **Financial Bidding**

**The deadline for submission of Bids is 11:00 a.m. (Pakistan time) on 19 December, 2023.** Any bid received after this deadline will be rejected by the PCB. In exceptional circumstances and in its sole discretion, PCB may consider a request for an extension of the aforementioned 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.

Those who are declared as technically qualified by the bid committee will be invited for the opening of sealed financial bids. Date and Time will be communicated via email.

Financial proposals of technically qualified parties will be returned un-opened.

(e) **Binding Nature of Bid**

Once submitted a Bid is irrevocable, unconditional and binding on the Bidder(s) 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.

(f) **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.

### **2.3 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. 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 Security Equipment Agreement, the provisions of the Security Equipment 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 provision of Services to PCB 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 the provision of the Service and/or any associated Intellectual Property Rights 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:

- 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
- launch an additional, different or modified tender process or re-commence the process; and/or
- 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 Provision of Service Agreement may not be amended save through a written instrument signed on behalf of both parties.

#### **3.3 Modifying the RFP**

If PCB modifies the RFP and/or its terms, it intends to issue a written addendum to all Bidders and such addendum will be binding upon them. Bidders shall promptly acknowledge receipt of any such addendum.

Any Bid submitted to PCB prior to the issue 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. Bids submitted to PCB prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.

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 or operate to unfairly disadvantage any Bidder.

Notwithstanding the preceding provisions of this Paragraph 3.3, the PCB may not vary or amend the Security Equipment Agreement 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 a Security Equipment Agreement with a successful Bidder in which case it will owe obligations to the successful Bidder in accordance with the terms and conditions of the Security Equipment Agreement.

### **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, 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.

### **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 a Security Equipment Agreement and such Bidder will be entitled to the benefit of any representations, warranties or promises made by the PCB in such Security Equipment Agreement.

### **3.7 Confidentiality**

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.

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 Services mentioned in *Annexure II* 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.

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 otherwise disclose information which it determines is required for purposes of displaying transparency or compliance with law.

### **3.8 Intellectual Property**

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.

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 or any other materials contained in its Bid.

### **3.9 Period for acceptances of Bids**

- a. A Bid, once made, shall remain open for acceptance by PCB sixty (60) days from the scheduled date of opening the Financial Proposals. (or such later date as PCB may specify in any addendum to this RFP).
- b. In exceptional circumstances, the Bidder may make a request to PCB in writing for a specified extension of the last date for the acceptance by PCB of a Bid. If PCB, 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.
- c. No Bid, once made, may in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

### **3.10 Governing Law**

- a. This RFP and any related documentation or correspondence (including, without limitation any Bid) and any Security Equipment 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 Security Equipment Agreements 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. The number of adjudicators shall be one. The seat or legal place of the proceedings shall be in Lahore, Pakistan. The language to be used in the proceedings shall be English. The governing law shall be Pakistan law.

**ANNEXURE I**  
**FORMAT OF THE FINANCIAL PROPOSAL**

[Date \_\_\_\_ December, 2023]

Pakistan Cricket Board  
Gaddafi Stadium  
Lahore

Dear Sirs

This is with reference to the Request for Proposal (the “RFP”) issued by the Pakistan Cricket Board for the **Provision of Security Equipment**.

Our Financial Proposal is as follows:-

<b>Component</b>	<b>Price per Component Per day including all taxes and Delivery Charges (any stadium of PCB)</b>
Baggage Scanner Machine	
Walkthrough Gates	
Crow Surveillance System	
CCTV Cameras	
Vehicle Search Mirror	
Handy Metal Detector	

We confirm that the amount referred to above is inclusive of all applicable customs, duties and taxes and includes the cost of installation of the Equipment as well. A breakdown of the total costs which would be incurred in the provision of the Security Equipment is also attached herewith.

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 sixty (60) days from the scheduled date of opening the Financial Proposals.

Yours faithfully,

\_\_\_\_\_  
Authorized Signatory of  
Bidder along with company seal/stamp

**ANNEXURE II**

**DRAFT FORM OF THE SECURITY EQUIPMENT AGREEMENT**

**TO BE EXECUTED ON STAMP PAPER**

**THIS AGREEMENT is made on the ----- day of December, 2023**

**BETWEEN:**

**PAKISTAN CRICKET BOARD**, established under the Sports (Development and Control) Ordinance 1962, with its offices at Gaddafi Stadium, Lahore, Pakistan (hereinafter referred to as the “**PCB**”, which expression shall where the context so admits, means and includes its successors in interest and permitted assigns) of the one part;

and

[-----], a company / firm duly incorporated / registered under the laws of [\*] with its registered office at [-----] (hereinafter referred to as the “**Vendor**” which expression shall where the context so admits, means and includes its successors in interest and permitted assigns) of the other part.

(PCB and the Vendor 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 notified vide SRO No. 43(KE)/2014 dated 10th July, 2014;
- (B) The PCB is desirous of obtaining security Equipment, as more particularly detailed in Schedule I attached hereto, from a reputable security equipment provider for PCB Events to be scheduled from December, 2023 to 30<sup>th</sup> November, 2024.
- (C) The Vendor submitted a Bid for the award of the contract for the provision of Security Equipment, which Bid was declared successful by PCB; and
- (D) The Vendor wishes to enter into this Agreement in respect of the provision of Security Equipment, on the terms and subject to the conditions set out herein.

**NOW THEREFORE**, in light of the foregoing and of the mutual promises set forth hereinafter as well as for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged 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"** means this agreement for the provision of Security Equipment including its Schedule(s);

**"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 license 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 Vendor or PCB 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, 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;

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

**"Equipment Fee" or "Fee"** shall have the same meaning as ascribed to the term under Clause 3 of the 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, epidemics (except Covid-19), 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;

**"Pakistan"** shall mean the Islamic Republic of Pakistan;

**“PCB”** shall mean the Pakistan Cricket Board;

**“PCB Events”** shall mean all International & Domestic tournaments/matches organised by the PCB in Pakistan within the term as more particularly defined under Schedule I;

**“Pakistan Super League” or “PSL”** shall mean the annual domestic T20 league organized by the PCB.

**“Pakistan Junior League” or “PJL”** shall mean the annual domestic T20 league organized by the PCB.

**“Services”** shall mean and include delivery, installation, training and maintenance of the Equipment, as more particularly detailed in Schedule II;

**“Schedule”** shall mean the schedule(s) annexed with this Agreement.

**“Security Equipment” or “Equipment”** shall mean the list of equipment to be provided by the Vendor as set forth in Schedule I of this Agreement; and

**“Term”** means the period starting from the Effective Date until \_\_\_\_ November, 2024.

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, unless specified otherwise, come into force and effect on \_\_\_ December, 2023 (the "**Effective Date**"), and unless terminated earlier in accordance with Clause 8, shall remain in force until the expiry of the Term.

## 3. CONSIDERATION

3.1 In consideration of the provision of the Security Equipment by the Vendor pursuant to this Agreement, the Vendor shall be entitled to the actual fee of equipment that is used at the conclusion of every tournament on a pro-rata basis based on the following amount per component of equipment;

<b>Component</b>	<b>Price per Component per day including all taxes and delivery charges (any stadium of PCB)</b>
Baggage Scanner Machine	
Walkthrough Gates	
Crow Surveillance System	
CCTV Cameras	
Vehicle Search Mirror	
Handy Metal Detector	

- 3.2 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 Security Equipment and PCB shall have no liability in this regard.

In case PCB does not wish to include a particular component of the Security Equipment or reduce the quantity required, it shall have the right to do so by notice to the Vendor and the Equipment Fee shall be reduced by the amount of cost of such component/item, as quoted by the Vendor in its bid. Furthermore, if PCB wishes to increase the quantity of Equipment required, it shall have the right to do so by notice to the Vendor, and the Fee shall be increased by the amount of the verifiable cost of such additional item(s).

- 3.3 Any and all payments to be made under the instant Agreement by PCB to the Vendor shall be made into the account designated by the Vendor. PCB and the Vendor will each be solely responsible for any applicable taxes, set-offs, deductions or withholdings, which are and/or will be required to be made/paid/cleared under the law in their respective jurisdictions.

- 3.4 To the extent that the Vendor does not comply with the Applicable Law as regards any tax, duty or other fiscal imposition, the Vendor 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 Vendor, or to collect or charge any advance tax or other amount from the Vendor, the PCB shall include such amounts in its invoices submitted to the Vendor and the Vendor shall be obliged to pay such amounts to PCB.

- 3.5 It is agreed by the Parties that the Fee is the entire amount payable by PCB to the Vendor in relation to the Security Equipment provided and no other amount shall be paid or payable by PCB to the Vendor whether as consideration for goods or services, reimbursement of expenses or otherwise.

- 4.6 The Bid Security of the Vendor shall be retained by the PCB as security for performance of obligations by the Vendor hereunder. In case of satisfactory performance, the Bid Security shall be refunded (without any interest or mark-up) to the Vendor along with the payment due under this Agreement.

#### 4. **PCB'S OBLIGATIONS**

PCB shall provide to the Vendor all information and details reasonably required in order to enable Vendor to provide the Security Equipment by or before the deadline stipulated by PCB for delivery, including details and other related information, data and documentation.

#### 5. **WARRANTIES OF PCB**

- 5.1 PCB warrants, represents and undertakes to the Vendor that:

- (a) it is a statutory organization validly constituted and existing under the laws of its jurisdiction;
- (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(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; and
  - (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.
- 5.2 In connection with the representations, warranties and undertakings set out in Clause 5.1, no actual or imputed knowledge of any fact, matter or thing on the part of the Vendor shall in any way prejudice or affect the Vendor's rights and remedies against PCB for any misrepresentation or breach of such warranty or undertaking.

## 6. **WARRANTIES OF THE VENDOR**

6.1 The Vendor warrants, represents and undertakes to PCB that:

- (a) the Vendor has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;
- (b) the Vendor is a firm validly formed under the laws of Pakistan and the Vendor has been in continuous existence since its formation;
- (c) the Vendor 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 Vendor have been duly authorised 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 Vendor 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 Vendor, 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 Vendor 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 Vendor is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings;
- (h) so far as the Vendor is aware (having made all due and proper enquiries), the Vendor 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) so far as the Vendor is aware (having made all due and proper enquiries), the Vendor's officers, directors or employees have not committed any criminal or unlawful act in the conduct of its business or affairs or made or received any bribes, illegal inducements or undisclosed payments which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement or bring PCB into disrepute;
  - (j) the Vendor's performance of the Security Equipment Agreement shall comply with all Applicable Law;
  - (k) the Vendor shall use its best endeavours to ensure the provision of the highest level of quality of service and highest industry standards for the provision of the Security Equipment; and
  - (l) all the requisite clearances and approvals from the authorities (if any are required) with respect to the provision of the Security Equipment have been obtained.
- 6.2 In connection with the representations, warranties and undertakings set out in Clause 6.1, 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 Vendor for any misrepresentation or breach of such warranty or undertaking.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 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.
- 7.2 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 may, 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.
- 7.3 Any documentation or material prepared by the Vendor during the course of this Agreement in connection with the performance of this Agreement shall be the sole and exclusive property of PCB.
- 7.4 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**

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 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;
- (b) 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
- (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.

8.2 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 Vendor to compensation, during any period in which the Vendor 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 Vendor to the reasonable satisfaction of PCB.

## 9. **CONSEQUENCES OF TERMINATION**

9.1 Upon expiry of the Term or termination of the Agreement for whatever cause the Vendor shall cease to perform any Services and the Vendor shall ensure that all persons permitted by it to perform any of the Services pursuant to this Agreement shall forthwith cease to perform such Services for any purpose whatsoever.

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 9.2, 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 Vendor shall, at PCB's request, forthwith deliver up to PCB all copies of any information, data, materials supplied to the Vendor by PCB for the purposes of the Agreement and created by the Vendor 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 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:

- (a) 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
- (b) 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.

10.2 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.

10.3 Any period within which a party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which that party was unable to perform such action as a result of Force Majeure or COVID-19.

10.4 If performance by either Party of such Party's obligations under this Agreement is only partially affected by Force Majeure, such Party shall at the other Party's sole option nevertheless remain liable for the performance of those obligations not affected by Force Majeure or COVID-19.

- 10.5 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 10.1.

## 11. **CLAIMS AND LIABILITY**

- 11.1 PCB shall not be liable to the Vendor 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 Vendor 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 total aggregate Fee to be paid by PCB in respect of the provision of Services rendered under this Agreement.
- 11.3 PCB shall not be liable to the Vendor 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 Vendor 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 for a period of three (03) years after the expiry or termination of this Agreement:
- (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 to 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 partners, 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 12.
- 12.3 Any of the Parties may 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:

- (a) (provided it is practical and lawful to do so) if it is PCB, notify the Vendor and, if it is the Vendor, 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 Vendor shall not make any announcement relating to this Agreement and/or any matter arising in respect of this Agreement, 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 Vendor 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.

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 Vendor may 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 of the Services, the Vendor 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 Vendor. The Vendor shall indemnify the PCB against any claims or damages from the entity to whom the Services have been assigned and arising out of the acts or omissions of any such entity.

13.2 PCB may, by notice to the Vendor, 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 Vendor 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 to the performance by the Vendor 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: Pakistan Cricket Board, Gaddafi Stadium Lahore  
Fax number: 042-35711860  
Email address: [Procurement@pcb.com.pk](mailto:Procurement@pcb.com.pk)

**VENDOR**

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

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 (5) 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.
- 17.5 The effectiveness of a Notice under Clause 17 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 Vendor 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 Vendor.

20. **REMEDIES AND WAIVERS**

20.1 Any waiver:

- (a) by PCB in respect of a breach by the Vendor of any provision of this Agreement; or
- (b) by the Vendor 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 Vendor 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 Vendor 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. **LANGUAGE AND GOVERNING LAW**

24.1 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.

24.2 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. **DISPUTE RESOLUTION**

25.1 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 through the dispute resolution mechanism provided for under Clause 37 of the PCB Constitution. In any dispute referred under this Clause 25, the number of adjudicators shall be one. The seat or legal place of the proceedings shall be in Lahore, Pakistan. The language of the proceedings shall be English. The governing law shall be Pakistan law. Dispute resolution under Clause 37 of the PCB Constitution shall precede any court action and each Party shall bear its own cost in this regard.

26. **COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT**

The Vendor acknowledges that it has read the PCB Supplier Code of Conduct (SCOC) available on the official PCB website 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 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.

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

For and on behalf of PCB:

For and on behalf of the Vendor:

\_\_\_\_\_

\_\_\_\_\_

Name:  
Designation:

Name:  
Designation:

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Name:

CNIC:

Name:

CNIC:

**SCHEDULE 1**

**PCB EVENTS**

**Any event (Men & Women) organized by PCB at any Venue within Pakistan.**

## **SCHEDULE II**

### **Scope of Work**

The successful bidder shall be required to provide the following equipment during International and Domestic Events held by the PCB at various venues, as specified by PCB, throughout the country: -

- a) X- Ray Baggage Scanner Machine (Gilladroni/Himan or equivalent) (600 mm x 400 mm with conveyer belt, image storage, multiple color, power supply, organic and inorganic material discrimination etc).
- b) Walkthrough Gates (Garrett, Ceia/Hipe Multi Zone or equivalent)
- c) Speed Dom Cameras with controller and licensed software
- d) Minimum 4 MP CCTV Cameras, Indoor (Samsung/Pelco/Honeywell/dahaua or equivalent)
- e) Movie Cameras (Sony or equivalent)
- f) Crowd Surveillance System
- g) LCD's (Minimum 40") with 4K result
- h) NVR
- i) Handy Metal Detectors
- j) Vehicle Search Mirrors

**Note:      Quantity of equipment will depend on the venue where match is being played and will be communicated 10 days before the event.**

In case any of the equipment is not in the working condition or faulty, bidder will be required to immediately replace it with the alternate equipment in a working condition within an hour.