Standard Bidding Document

DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (HBL PSL 12)
(Non-Consultancy Services)

National

Single Stage-Two Envelope

November 27, 2026

Pakistan Cricket Board (Procurement),Manager
Gaddafi Stadium, Lahore.
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Cricket Board (Procurement)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Cricket Board (Procurement)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (HBL PSL 12)** " with the reference of **"P217461"**

2. The **Pakistan Cricket Board (Procurement)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/217461**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, December 8, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, December 8, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at

https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**,

denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Cricket Board (Procurement)**

The subject of procurement is: **DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (HBL PSL 12)**

Expected commencement date: **Thursday, December 31, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P217461**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, December 5, 2026

Pre-Bid Meeting: Wednesday, December 2, 2026 02:00 PM
Venue: Gaddafi Stadium, Lahore.

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Cricket Board (Procurement)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **60 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **Pakistan Cricket Board**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

Gaddafi Stadium, Lahore.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, December 8, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Tuesday***

Date: ***Tuesday, December 8, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
SECP
Registrar of Firms

Eligibility Criteria	Document
Secp Registration	Yes
NTN and Active Taxpayer Status	Yes
No Blacklisting attach affidavit on PKR 100 stamp paper.	Yes
Audited Accounts Last 3 years	Yes
Declaration of no conflict of Interest on Company Letter Head	Yes
Relevant Work Order/Client Certificates or verifiable links (unsupported claims zero)	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**55**
Technical Evaluation Criteria	
Relevant Sports Campaign Experience (Last 2 Years) Verified campaigns or TVCs/DVC for cricket, football or other major sporting events or leagues. Each must have a named client and supporting evidence (Quantitative)(Doc Required) 10 Plus Campaigns **(15)** 5 to 9 Campaigns **(10)** 3 to 4 **(5)**	15
Social Media & Digital Performance for Large-Audience Clients Measured results delivered for previous clients: follower growth, engagement, video views, paid media managed and multi-platform management. Case studies with verifiable data are required. (Quantitative)(Doc Required) Excellent **(10)** Good **(8)** Average **(4)**	10

Design Portfolio, Creative Execution and Video Showreel (Quantitative)(Doc Required) Excellent **(10)** Good **(7)** Average **(4)**	10
Creative Approach for PSL 12 Strength of the initial big idea and hashtag direction, key visual direction, digital design language and activation/PR ideas. Submitted as a capped concept note (maximum 10 pages). (Quantitative)(Doc Required) Excellent **(10)** Good **(8)** Average **(4)**	10
Content Team Deployment & On-Ground Execution Number of projects where the agency provided dedicated content teams (videographers, photographers, editors, social media managers) at live events, including multi-venue or multi-day events. (Quantitative)(Doc Required) More than 30 projects **(10)** 15 to 29 projects **(6)** Under 15 Projects **(2)**	10
TVC/DVC Concept and Production Experience (Last 5 Years) Volume of commercial TVC/DVC concepts developed or produced for different brands. (Quantitative)(Doc Required) More than 40 TVC/DVCs **(5)** 25 to 39 TVCs/DVCs **(3)** Under 25 TVC/DVCs **(1)**	5

Analytics, Reporting & Crisis Management Approach Reporting tools and sample reports (reach, engagement, sentiment) and a sample crisis communication protocol for match days. (Quantitative)(Doc Required) Excellent **(4)** Good **(3)** Average **(2)**	4
Financial Standing (Average Annual Turnover, Last 3 Years) (Quantitative)(Doc Required) PKR 100 million or above **(6)** PKR 50 million to 99 million **(4)**	6
Financial Evaluation	
Financial Bid (Quantitative)(Doc Required)	30

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
As per Boq	**Address:** Gaddafi Stadium, Lahore. **Schedule:** 27 Days **Quantity:** 1/Qty	1/Qty	1000000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: As per Boq

Specifications / Requirements:

As per BOQ

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Scope of Work for PSL Digital & Creative Agency:

1. **Platforms to be Managed**

The agency will manage and create content for the following platforms and any other new official platforms of the PSL:

- ○ Facebook
  - ○ Instagram
  - ○ X (Twitter)
  - ○ TikTok
  - ○ YouTube
  - ○ LinkedIn
  - ○ Threads
  - ○ Whatsapp

2. Key Responsibilities

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1. Strategy & Planning

1.

2. Develop a **comprehensive social media strategy** aligned with the organization’s marketing goals.

3. Define **content pillars**, tone of voice, and audience personas.

4. Create a **monthly content calendar** for approval before execution. Plan, execute, and optimize paid media campaigns across social and digital platforms (Meta, YouTube, TikTok, Google, etc.), including budget management and post-campaign performance reporting.

5. Content Creation

- ○ **Conceptualize and generate creative ideas** for posts, stories, reels, shorts, and videos.
  - ○ **Design and produce all visual content** (static posts, carousels, GIFs, videos, animations).
  - ○ **Write engaging captions, hashtags, and copy** for each post. Develop bilingual content (English and Urdu) where suitable to engage diverse PSL audiences.
  - ○ Ensure **brand consistency** in all creatives and messaging.
  - ○ Develop **event-based, topical, and seasonal campaigns** in alignment with key brand moments.

- Coordinate with internal stakeholders for approvals and inputs.
- Develop detailed storyboards for all short-form and long-form video content.
- Scripting and story development for behind-the-scenes (BTS) and non-match-related content through the content team, with final editorial approval resting solely with PSL.
- Share all concepts for reels and posts with the PSL team in advance of key events, including the Player Auction, Trophy Tour, and the Tournament, to allow for timely review and alignment.
- Script and storyboard influencer-led content in close collaboration with the influencers concerned, with all materials submitted by the agency to PSL for prior approval.
- Maintain dedicated content curation resources to originate fresh, innovative ideas, which will be executed by the digital team.

1. Posting & Community Management

2. Handle **day-to-day posting and scheduling** across all platforms. Ensure real time posting, engagement, and content updates during match days, including highlights, live reactions, and quick turnaround creative content.

3. **Monitor engagement** (comments, messages, mentions) and respond promptly.

4. Implement an approved crisis communication plan to manage sensitive issues, misinformation, or negative sentiment in real time.

5. Identify and engage with relevant influencers, fans, and community pages.

6. Analytics & Reporting

- ○ Provide **detailed monthly performance reports** with KPIs including reach, engagement, follower growth, and sentiment analysis.
  - ○ Share **insights and recommendations** for continuous improvement.
  - ○ Conduct **quarterly reviews** with the client team to assess progress and refine strategy.

1. Coordination & Meetings

- ○ Weekly coordination calls with the client team.
  - ○ Monthly performance review meetings.
  - ○ Prompt turnaround for feedback and revisions.

3. Deliverables

- Monthly content calendar (submitted before the start of each month).
- Minimum agreed number of posts per month (e.g., 20–25 posts, 10 stories per week, 4 reels per month — customizable).

- Monthly analytics and insights report.
- Creative assets in editable and final formats (upon request).
- Develop and implement strategies to increase the reach and following of the PSL’s content, including its social media handles.
- The Agency shall engage influencers and such other resources as may be required by the PCB/PSL strictly on a cost basis. For the avoidance of doubt, the Agency shall be entitled to receive commission only in respect of influencers engaged through the Agency. Where any influencer is engaged directly by the PCB/PSL, the Agency shall not be entitled to charge or receive any commission, markup, or other fee in respect of such engagement and shall only facilitate the processing of payments to such influencers, as and when directed by the PCB/PSL, without any additional charge.

4. Big Idea and Hashtag

- ◦ Develop a powerful, campaign-defining **big idea** that aligns with the brand’s identity and the spirit of the Pakistan Super League.
  - ◦ Create a **memorable and versatile hashtag** that drives digital engagement and can be consistently used across platforms and campaigns.
  - ◦ Ensure the creative direction is adaptable for both **local and international audiences.**

5. Key Visual Design

- ○ Conceptualize and design **the primary campaign key visual,** setting the tone for all subsequent materials.
  - ○ The key visual should be scalable for use across multiple mediums — TV, print, outdoor, digital, and merchandise.
  - ○ Deliver all required file formats and design variations for adaptability across communication channels.

6. TVC Concepts

- ○ Develop **concepts and storyboards** for the official campaign **Television Commercial (TVC).**
  - ○ The TVC should reflect the season’s creative idea and evoke strong emotional and national resonance.
  - ○ Collaborate with PSL’s appointed production partner to ensure seamless execution.
  - ○ Provide multiple creative directions for review and finalization by the PSL team.

7. Social / Digital Designs and Language

- ○ Create a **distinct digital design language** that reflects the campaign’s identity and works cohesively across all social media platforms.

- Design templates and layouts for regular content (match updates, countdowns, player reveals, announcements, etc.).
- Develop **motion graphics and digital ad concepts** for social and paid media use.
- Provide **content guidelines** to maintain visual and tonal consistency across PSL's digital ecosystem.

8. Activation + PR Ideas

- Propose **on-ground activation concepts** that amplify the campaign's message and engage fans across cities.
- Develop **earned media and PR ideas** aligned with the creative theme to maximize visibility and audience participation.
- Include ideas for digital amplification of on ground activations (e.g., live coverage, influencer collaborations, hashtag challenges)

9. Events Covered and Affiliated Events

- The Services shall be provided for HBL PSL 12 and for the following events affiliated with HBL PSL 12 (each an "Affiliated Event"), as set out in the table below. The scope of services described in this Schedule applies to each Affiliated Event with such adaptation as the nature and scale of that event reasonably requires. The fee for each Affiliated Event shall be as stated in the Service Provider's Financial Proposal, and the time frame for each event shall be confirmed by PCB in writing.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Event	Description	Indicative Time Frame	Fee Basis
HBL PSL 12 (main tournament)	Creative and digital campaign for the HBL PSL 12 season, including the Matches listed in Annexure III	To be confirmed by PCB, per the HBL PSL 12 schedule	Services Fee for HBL PSL 12
PSL Player Auction	Creative and digital campaign for the PSL player auction event	To be confirmed by PCB	Separate event fee
PSL Super Six	Creative and digital campaign for the PSL Super Six event	To be confirmed by PCB	Separate event fee
PSL Trophy Tour	Creative and digital campaign for the PSL trophy tour, including on-ground activation and digital amplification	To be confirmed by PCB	Separate event fee
Additional events (if any)	Any other event that PCB may, at its sole discretion, designate	As notified by PCB	Separate bid process

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

- ○ PCB may, at its sole discretion, add further events to those listed above at any time. For any additional event, PCB will seek separate bids and shall not be obliged to award the services for that event to the Service Provider. An additional event shall form part of the Services only if the Parties so agree in writing following that separate bid process.

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- 6 videographers (2 senior and 4 junior) and 4 photographers (2 senior, 2 junior)
- 2 skilled animators
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- 2 experienced social media leads

- 2 Content and Creative Heads (all content type)

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Brief Description

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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- Include ideas for digital amplification of on ground activations (e.g., live coverage, influencer collaborations, hashtag challenges)

9. Events Covered and Affiliated Events

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For the off-season period a reasonable volume of skeleton / reduced number of resources will remain available to the PSL which will be specified and mutually agreed with the successful bidder.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Cricket Board (Procurement), Manager Gaddafi Stadium, Lahore.

Contractor is:

The title of the subject procurement is:DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (HBL PSL 12)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Cricket Board (Procurement), Manager
Gaddafi Stadium, Lahore.
+92-335-426-4080
Procurement@pcb.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Cricket Board (Procurement), Manager
Gaddafi Stadium, Lahore.
+92-335-426-4080
Procurement@pcb.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Pakistan Cricket Board**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and

proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P217461***

To: **Pakistan Cricket Board (Procurement), Manager Gaddafi Stadium, Lahore.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Cricket Board (Procurement), Manager Gaddafi Stadium, Lahore.**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (HBL PSL 12) (*P217461*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[Name of 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right 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 time 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.

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Cricket Board (Procurement), Manager Gaddafi Stadium, Lahore.**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

Annexure

Form of Financial Proposal

Financial Submission (Vendor)

See Form Under Additional Forms and Documents: **Form of Financial Proposal** (page number: 87)

Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Agreement** (page number: 89)

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Procurement Forms

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Additional Forms and Documents

SCHEDULE II

FORM OF FINANCIAL PROPOSAL

This is with reference to the Request for Proposal ("RFP") which has been floated by the PSL for the Digital & Creative Campaign Services for HBL PSL 12 and the Affiliated Events for the Term, as set forth in the RFP.

Our Financial Proposal for the Digital & Creative Campaign Services for HBL PSL 12 and the Affiliated Events is as follows:-

[*Please insert an amount in words and numbers.*

Breakdown of Financial Proposal:

Cost Component	Description	Unit	Quantity	Total Cost
Creative Services (Per Month)	Retainer fee for ongoing creative & digital services including all resources required	Per Month	-	
TVC OR DVC Production – Concept 1	Complete production cost for first TVC OR DVC concept	As per PCB budget	1	-
TVC OR DVC Production – Concept 2	Complete production cost for second TVC OR DVC concept	As per PCB budget	1	-
TVC OR DVC Production Agency Commission	Agency's commission on TVC OR DVC production	% of TVC Cost	-	(add Commission % only)
PR & Influencers Commission	Agency's commission on PR & influencer marketing	% of PR Spend	-	
Digital Boost Commission	Agency's commission on paid digital campaigns	% of Digital Spend	-	

Event-wise Fee Breakdown:

Event	Indicative Time Frame	Total Fee (PKR)
HBL PSL 12 (main tournament)	To be confirmed by PCB	
PSL Player Auction	To be confirmed by PCB	
PSL Super Six	To be confirmed by PCB	
PSL Trophy Tour	To be confirmed by PCB	

All fees are to be stated in Pakistani Rupees and shall be inclusive of all applicable taxes, costs, expenses, and any other charges incidental to the performance of the Services. Any additional event that PCB may designate at its sole discretion will be the subject of a separate bid and is not included in this Financial Proposal.

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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 thirty (30) days from the scheduled date of opening of Financial Proposals.

Yours faithfully

_____

Authorised Signatory of Bidder

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-III

FORM OF AGREEMENT FOR DIGITAL & CREATIVE CAMPAIGN SERVICES FOR HBL PAKISTAN SUPER LEAGUE (PSL 12)

(TO BE EXECUTED ON STAMP PAPER)

THIS AGREEMENT is made and entered into at Lahore on this _____day of December, 2026;

BY AND 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, Ferozepur Road Lahore (hereinafter be referred to as the "**PCB**", which include its successors and permitted assigns) of the One Part;

AND

M/S _____, a company existing under the laws of Pakistan with its registered office at _____, _____, through its authorized representative namely Mr._____, _____(hereinafter be referred to as the "**Service Provider**", which include its successors and permitted assigns) of the Other Party.

(PCB and the Service Provider shall be referred to individually as a "**Party**" and collectively as the "**Parties**", where the context so requires.)

RECITALS

(A) **WHEREAS**, the PCB, in its capacity as the governing body for the sport of cricket in Pakistan, organizes and administers the HBL Pakistan Super League ("**HBL PSL**"), an annual men's cricket tournament launched in the year 2015. HBL PSL comprises franchise teams representing the cities of Quetta, Peshawar, Lahore, Karachi, Islamabad, Multan, Hyderabad and Rawalpindi, which compete for the championship title;

(B) **AND WHEREAS**, the HBL PSL is going to mark its 12th milestone edition i.e., **HBL PSL 12**, therefore, PCB aims to launch a comprehensive campaign celebrating the PSL's journey, its dedicated fanbase, and its significant contribution to elevating Pakistan's cricket on the global stage;

(C) **AND WHEREAS**, to accomplish the objective of the digital and creative campaign for HBL PSL 12, the PCB is desirous of acquiring the services of the Service Provider with the aim to project a positive image of Pakistan so as to maximize viewership, locally and abroad;

(D) **AND WHEREAS,** the Service Provider submitted a Bid for provision of digital and creative campaign services for HBL PSL 12, which was evaluated and declared successful by PCB**;**

(E) **AND WHEREAS,** the PCB and Service Provider wish to enter into this Agreement for provision of services, on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and Agreement contained herein, the Parties intending to be legally bound do hereby agree 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:

"Affiliated Events" means the events affiliated with HBL PSL 12 that are listed in Annexure I (being the PSL Player Auction, the PSL Super Six and the PSL Trophy Tour), and any additional event that may be added to the Services by written agreement of the Parties following a separate bidding process conducted by PCB;

"Agreement" means this agreement including all its Annexures;

"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, including, without limitation, any laws and regulations relating to the shooting and recording of any audio-visual material relating to the Services; and (b) any term in any licence granted by any such competent authority to which either Party is from time to time subject;

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

"Confidential Information" means all information received or obtained by the Service Provider or PCB ("disclosing party") as a result of or in connection with its entering into or performing this Agreement and/or which relates to (a) the PCB Event 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 ("receiving party") 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;

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

[*Service Provider Designated Account details to be inserted*]

"**Effective Date**" means December 2026, as set out in Clause 2;

"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 or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing, act of God or governmental / Court restrictions and actions, and specifically excluding any lack of funds or insolvency event affecting the Party so affected;

"HBL PSL 12" means the Twelfth (12th) edition of the HBL Pakistan Super League to commence on _____;

"Matches" shall mean all matches of HBL PSL 12, scheduled to commence on _____, as set forth in Annexure-III of this Agreement together with opening and closing ceremonies, anthems and cup ceremony (if any);

"Intellectual Property Rights" means any and all copyright and related rights (including copyright and rental and lending rights in audio-visual recordings, films and broadcasts (including fixations of broadcasts) and any related rights in respect of a broadcast signal or any part thereof), performers' rights or similar (including any right to receive equitable remuneration in respect thereof), designs, trademarks, trade names, Internet domain names, insignia, service marks, patents, database rights, inventions and discoveries and all other intellectual and industrial property rights of a similar or corresponding nature in as extended or renewed from time to time (whether registered or capable of registration or not) and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto, including the right to sue for damages (and retain such damages) and all other legal and equitable remedies in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature;

"PCB Guidelines" means any and all guidelines, manuals, codes and any other written or electronic instructions issued by PCB from time to time;

"PCB Property" shall bear the meaning ascribed to that term in Clause 9;

"**Services Fee**" means the fee payable by PCB to the Service Provider, for providing the Services, set out in Clause 5.1 of this Agreement;

"**Services**" means the provision of services for the digital and creative campaign of HBL PSL 12 and the Affiliated Events in accordance with the terms of this Agreement, as detailed in Annexure I;

"Sponsor" means any person to whom PCB grants any promotional, advertising, marketing, sponsorship, new media or other association rights in relation to the PCB Event as notified by PCB to the Service Provider;

"Term" shall have the meaning assigned to it in Clause 2 of this Agreement; and

"Venue" means the location / stadium where the Matches are scheduled to be played.

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 Annexures are, unless otherwise stated, references to clauses and paragraphs of and annexures 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.

All Annexures to this Agreement are incorporated into and form an integral part of this Agreement.

Any 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 (only where such assignment or transfer is permitted under this Agreement); 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, authorized 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 construed adversely against a Party because that Party was responsible for the preparation of this Agreement or that provision.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall be deemed to come in to force and effect from ___ December, 2026 (the "**Effective Date**") and, unless terminated earlier in accordance with Clause 10, shall continue for a period of twelve (12) calendar months, until December 2027, unless extended in accordance with Clause 2.2 of this Agreement (the "**Term**").

2.2 The Term of this Agreement may be extended, by mutual written agreement of the Parties, for such additional period(s) as the Parties may agree, on the same terms and conditions with such modifications as may be mutually agreed in writing between the Parties.

3. The Service Provider acknowledges that PCB;

(a) reserves the right in its sole discretion to change the details of the Services required and Fee as set out in Annexure I and II respectively;

(b) makes no guarantee whatsoever that the Services will be availed; and

(c) shall not be liable to the Service Provider under any circumstances in the event that the HBL PSL 12 is cancelled, abandoned or postponed for any reason.

4. AUTHORIZATION AND OBLIGATIONS OF THE SERVICE PROVIDER

4.1 For the purposes of this Agreement, PCB hereby authorizes the Service Provider to render its Services in accordance with this Agreement. The Parties agree that all right, title and interest in all shoot related materials including but not limited to the PSL's Logo, trademarks and IP, Teams Kit, their Logo and the audio/visual recordings by the Service Provider and/or made available by PCB to the Service Provider in connection with its performance and delivery of the Services hereunder, belong to and are vested in PCB. Save as expressly stated herein, the Service Provider shall be solely responsible for making all arrangements in relation to, and shall be solely liable for any and all costs and expenses that may arise and that it may incur in the performance of its obligations under this Agreement.

4.2 The Service Provider shall:

(i) perform and deliver all Services throughout the Term with all due skill, care, attention and diligence to the highest professional standards and in a workmanlike manner to the best of its ability and expertise, and in accordance with best industry standards and practices for services of the type deliverable, and in accordance with PCB's reasonable instructions and directions;

(ii) ensure that all rules and regulations of the Venue and any guidelines issued by the PCB are complied with by the personnel engaged in the production.

4.3 The Service Provider shall provide and deliver the Services in full consultation with PCB. Accordingly, prior to any of the services being undertaken hereunder, the Parties shall meet and discuss the final production requirements.

5. CONSIDERATION

5.1 In consideration of the Services satisfactorily provided by the Service Provider hereunder, the PCB shall pay the Services Fee set out in Annexure II to the Service Provider and the amount due in respect of the PCB Event shall be paid by the PCB into the Designated Account in accordance with the payment schedule detailed under Annexure II of this Agreement.

5.2 The Service Provider needs to appropriate invoices at least ten (10) Business Days ahead of the scheduled payment described in Clause 5.1 above. 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.

5.3 All payments shall be made by PCB subject to deduction or withholding in respect of applicable taxes and/or any other deductions required to be made under Applicable Law.

6. WARRANTIES OF THE SERVICE PROVIDER

6.1 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 inconsistent with the provisions hereof;

(b) the Service Provider is a company validly constituted under the laws of the territory in which it was incorporated and the Service Provider has been in continuous existence since its incorporation;

(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 person signing this Agreement on behalf of the Service Provider have been duly authorised by the board of directors of the Service Provider or equivalent authority 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 and the PCB Guidelines 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) so far as the Service Provider is aware (having made all due and proper enquiries), neither the Service Provider nor its officers, directors or employees has 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, the ICC or the sport of cricket into disrepute;

(j) the Service Provider will not make or authorise or permit any of its officers or employees to make any defamatory statements regarding PCB, the ICC, or any team or individual cricketer or coach, support staff or team official or match official participating in the PCB Event and not do, or authorise or permit any of its officers or employees, agents or contractors to do, anything which brings the game of cricket, PCB, the ICC, or any of their respective officers or employees, the PCB Event, players, coaches, support staff or team officials into disrepute;

(k) not incur any liability nor enter into any commitment, contract or arrangement with any third party on behalf of PCB nor in any way pledge or purport to pledge the credit of PCB or represent itself to any person as agent for, or of, PCB;

(l) be responsible for the conduct of its employees, officers, agents, contractors and production personnel involved at the PCB Event.

6.2 The Service Provider and all of its officers, employees, agents, contractors and representatives shall comply fully with all reasonable requirements, regulations and/or conditions relating to the conduct and safety of persons attending any Venue and the Service Provider shall be solely responsible for all and any damage to any Venue or property and all and any losses, damages or injuries suffered by any person as a result of any failure to comply with such requirements, regulations and/or conditions.

6.3 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 Service Provider for any misrepresentation or breach of such warranty or undertaking.

6.4 The Service Provider shall ensure that the following restrictions are complied with;

(i) in respect of any promotion or advertising associated with the Services, no tobacco related or gambling related advertising or promotion is allowed;

(ii) in respect of the exercise of the Enhanced and Interactive Rights no betting, gambling or prediction games or services are to be allowed

7. WARRANTIES OF PCB

7.1 PCB warrants, represents and undertakes to the Service Provider that:

(a) it has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;

(b) it is a body validly constituted and existing under the laws of its jurisdiction;

(c) 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;

(d) the persons 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;

(e) 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

(f) 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.

7.2 In connection with the representations, warranties and undertakings set out in Clause 7.1, no actual or imputed knowledge of any fact, matter or thing on the part of the Service Provider shall in any way prejudice or affect the Service Provider's rights and remedies against PCB for any misrepresentation or breach of such warranty or undertaking.

8. PERFORMANCE SECURITY

8.1 As security for the due performance of its obligations under this Agreement, the PCB shall retain ten percent (10%) of the Services Fee payable to the Service Provider (the "**Performance Security**"). The Service Provider shall not be required to furnish a bank guarantee.

8.2 The Performance Security shall be held by PCB, without interest, for the entire Term of this Agreement, including any extended term, and, upon successful completion of the Services and fulfilment of all obligations under this Agreement, shall be released to the Service Provider within fourteen (14) days after PCB's verification of such completion and fulfilment.

8.3 PCB shall have the right to apply, deduct or forfeit the Performance Security, in whole or in part, in the event of the Service Provider's failure to fulfil the terms and conditions of this Agreement, including to recover any loss, cost or damage suffered by PCB, without prejudice to PCB's other rights and remedies.

8.4 Insurance, whether in the form of a policy, bond or otherwise, shall not be accepted by PCB as security in place of the Performance Security.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 PCB will own and retain ownership of all Intellectual Property Rights related to the Services (the "**PCB Property**"). PCB shall have the exclusive right to register the copyright and other Intellectual Property Rights in the PCB Property in the name of PCB (or as it may otherwise require) to the extent that such rights are capable of registration.

9.2 The Service Provider hereby assigns to PCB, to the fullest extent permitted by law by way of present assignment of present and future rights, for the full period of such rights, including any and all renewals, reversions and extensions under Applicable Law, from the moment of creation or acquisition, all rights, title or interest in and to the Services rendered pursuant to this Agreement and any material derived from or created in connection with the Services pursuant to this Agreement and any Intellectual Property Rights relating to or embodied in such Services or connected material thereto that may be created or acquired by the Service Provider in the course of performing its obligations under this Agreement.

9.3 The Service Provider shall enter into such assignment document or instrument as may be required under any Applicable Law and in such form as PCB deems necessary to effect a legally effective, complete and unencumbered assignment to PCB of all Intellectual Property Rights in any material created or acquired under this Agreement, including a further assurance, a power of attorney and warranty and indemnity. The Service Provider shall procure that all relevant third parties enter into all agreements in writing which are necessary to vest such Intellectual Property Rights in PCB free of charge and at the expense of the Service Provider.

9.4 The Service Provider shall deliver to PCB (at its own cost and in the format required by PCB within _____) master copies of all material produced by the Service Provider pursuant to this Agreement.

9.5 The Service Provider acknowledges and agrees that PCB is not granting and will not grant to the Service Provider:

(a) the right for the Service Provider to advertise, promote or sell its services in any way which creates the impression that it is endorsed by PCB.

9.6 The Service Provider will be liable to indemnify PCB against any and all 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 any claim by a third party based on infringement of Intellectual Property Rights by the Service Provider or any of its contractors or agents.

10. TERMINATION AND SUSPENSION

10.1 The PCB may terminate this Agreement, without assigning any reason, by giving the Service Provider at least one (1) month's prior written notice.

10.2 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 thirty (30) 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.

10.3 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 including without limitation its obligations to make payments hereunder, 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 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.

11. CONSEQUENCES OF TERMINATION

11.1 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.

11.2 On termination of the Agreement (howsoever occasioned):

(a) 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;

(b) the Service Provider shall forthwith deliver up to PCB all Footage and all material, documents connected with such Footage or produced by or on behalf of the Service Provider pursuant to this Agreement;

(c) the Service Provider shall, at PCB's request, forthwith deliver up to PCB all copies of any information and data supplied to the Service Provider by PCB for the purposes of the Agreement and shall certify to PCB that no copies of such information or data have been retained.

12. FORCE MAJEURE AND COVID-19

12.1 For the purposes of the instant Agreement, "Force Majeure" shall not include:

(a) any event which is caused by the willful action of a Party;

(b) an event which a diligent Party could reasonably have expected to (i) have taken into account as at the Effective Date, or (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 the instant Agreement.

12.2 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.

12.3 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.

12.4 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 or COVID-19.

12.5 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.

12.6 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 12.

13. CLAIMS AND LIABILITY

13.1 Save as expressly set forth in Clause 13.2, PCB shall not be liable to the Service Provider in contract, tort, or otherwise for any damages, losses (including loss of profit), costs or expenses suffered or incurred as a result of the cancellation, partial cancellation, postponement, abandonment or curtailment of any PCB Event, Services or part thereof.

13.2 If the Parties are unable to reach agreement on the amounts due to be refunded and/or paid to either Party under Clause 13, then the actual amount due will be calculated by a renowned firm of Chartered Accountants to be mutually agreed between the Parties, or failing such agreement, nominated by PCB. Such firm will act as an expert and not as an arbitrator and the expert's decision shall be final and binding on the Parties and the relevant Party will forthwith make the required payment upon the expert's decision. The costs of the expert will be borne equally by the Parties. In coming to a conclusion, the expert shall take into account, inter alia, the fact that PCB will not be required to pay any amount for any costs, expenses, losses etc. which are recoverable by the Service Provider in any other manner e.g through insurance claims/cover.

13.3 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.

13.4 Notwithstanding anything contained herein, in no circumstances shall the maximum aggregate liability of PCB to the Service Provider arising out of any and all acts, events, omissions or circumstances or series of acts, events, omissions or circumstances relating to this Agreement or with respect to the matters contemplated herein exceed the portion of the Fee payable by PCB to the Service Provider at the time of happening of the applicable act etc.

13.5 Nothing in this Clause 13 shall be construed as limiting the liability of Service Provider in respect of any indemnity under this Agreement.

13.6 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).

13.7 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 Services or any related material thereto produced by the Service Provider except to the extent that such claim or loss is directly caused by the negligence or breach of this Agreement by PCB.

14. LEGAL COMPLIANCE

14.1 The Parties shall be solely responsible for compliance with any Applicable Law which may affect or relate to this Agreement and/or the performance of their respective obligations hereunder.

14.2 The Parties shall be solely responsible, at their own costs, for any permissions, licences, consents, approvals or similar authorisations required by them to perform their respective obligations hereunder.

15. CONFIDENTIALITY

15.1 PCB and the Service Provider agree that they shall:

(a) keep confidential and not disclose any Confidential Information to anyone at all save to the limited extent set out in Clauses 15.2 and 15.3; 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.

15.2 PCB and/or the Service Provider may disclose Confidential Information to its directors, professional advisers and employees and those of its affiliates on a strictly "need-to-know" basis provided that each Party ensures that each such recipient is bound by obligations of confidentiality at least as onerous as those set out in this Clause 15.

15.3 PCB and/or the Service Provider 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 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.

15.4 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 PCB Event without the prior written consent of PCB, such consent not to be unreasonably withheld or delayed. 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.

15.5 The Service Provider shall not refer to PCB in any corporate materials or publications (including, by way of example only, in any of its or their marketing materials or any

statements as to its or their credentials) without the prior written consent of PCB. 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.

15.6 The obligations in this Clause 15 shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

16. ASSIGNMENT

16.1 The Service Provider shall not be entitled to assign, transfer, charge or deal in any other manner with this Agreement or any rights under it nor subcontract any of its obligations under this Agreement in whole or in part, except as expressly provided in this Agreement.

16.2 PCB may, by notice to the Service Provider, assign any or all rights and obligations under this Agreement to an entity nominated by it, provided that in the event of such assignment the PCB shall remain liable as guarantor and primary obligor for all obligations of its assignee.

17. INVALIDITY

17.1 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.

18. COSTS

The Service Provider shall be solely responsible for all costs and taxes incurred in performance of its obligations under this Agreement.

19. TIME OF THE ESSENCE

Time shall be of the essence as regards the performance by the Service Provider of its obligations under this Agreement.

20. NOTICES

20.1 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 Clause 20.2 below, as applicable.

20.2 The address, email addresses and fax number of PCB are:

PCB

For the attention of: Usman Tasleem

Address: Pakistan Cricket Board, Gaddafi Stadium, Lahore, Pakistan

Fax number:

Email address: usman.tasleem@pcb.com.pk
With a copy to:
Fax number:

Email address: usman.tasleem@pcb.com.pk

Service Provider
For the attention of:

Address:

Fax number: [●]

Email address: [●]
With a copy to: [●]
Fax number: [●]

Email address: [●]

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 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.

20.3 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.

20.4 The provisions of this Clause 20 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.

20.5 The effectiveness of a Notice under Clause 20 is expressly conditioned upon it being issued in writing in accordance with the provisions set out above.

21. 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 not, without the prior written consent of PCB, enter into any partnership, joint venture, collaboration, association, consortium or any other arrangement with any third party in connection with this Agreement, nor assign, transfer, delegate, subcontract or otherwise dispose of any of its rights, obligations or responsibilities under this Agreement, whether in whole or in part, to any third party. The Service Provider shall have no right to pledge the credit of, or commit, PCB in any way.

The Service Provider shall not engage, involve, appoint, utilise or permit any third party, including any subcontractor, agent, partner, affiliate, consortium member or other entity or person, to perform, undertake, discharge or otherwise participate in any part of the services, activities, obligations or responsibilities contemplated under this Agreement, without the prior written approval of PCB.

Any approval granted by PCB shall not relieve the Service Provider of any of its obligations, liabilities or responsibilities under this Agreement, and the Service Provider shall remain fully responsible and liable for the acts, omissions, performance and conduct of any third party so approved.

22. AMENDMENTS

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

23. REMEDIES AND WAIVERS

23.1 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.

23.2 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.

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23.3 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.

24. 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.

25. ENTIRE AGREEMENT

25.1 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.

25.2 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).

25.3 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.

25.4 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.

26. ADEQUACY OF DAMAGES

Each of 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.

27. COMPLIANCE WITH THE PCB SUPPLIER CODE OF CONDUCT

27.1 The Service Provider acknowledges that it has read the PCB Supplier Code of Conduct (SCOC) available on the official corporate website of the PCB and agrees to:

(a) Comply (which includes ensuring compliance by itself, its staff, agents, affiliates and sub-contractors) with the SCOC; and

(b) Take at its own cost any action reasonably required by the PCB to:

(i) verify its compliance with the SCOC; and

(ii) rectify any non-compliance with the SCOC, within the timeframe stipulated by the PCB.

28. LANGUAGE, GOVERNING LAW AND ARBITRATION

28.1 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.

28.2 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. The courts of Lahore shall have exclusive jurisdiction for interpretation of the terms of this Agreement.

28.3 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 fifteen (15) days then the matter shall be referred to and finally resolved in accordance with the dispute resolution mechanism provided under the Arbitration Act 1940. The seat of Arbitration shall be in Lahore.

29. 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.

For and on Behalf of PCB	For and on behalf of Service Provider
_____	_____
Name:	Name:
Designation:	Designation:

WITNESS:

1:_____	2:_____
Name:	Name:
CNIC:	CNIC