



27<sup>th</sup> December, 2021

TL2021/1227/1A

Mr. Faisal Hasnain,  
Chief Executive Officer,  
Pakistan Cricket Board  
Gaddafi Stadium, Ferozepur Road,  
Lahore

**Sub: Complaint on the allegation of violation of PPRA Rules 2004, in award of contract of Media Rights for PSL 2022 and 2023 by PCB and PTV, to PTV-ARY consortium in violation of PPRA Rules 2004.**

Dear Sir,

Transparency International Pakistan has received a complaint on the allegation of violation of PPRA Rules 2004, in award of contract of Media Rights for PSL 2022 and 2023 by PCB and by PTV, to **PTV-ARY consortium in** violation of PPRA Rules 2004.

The complainant has made following allegations.

That,

1. Pakistan Cricket Board ("PCB") invited bids from TV Channels to acquire Live Streaming Media Rights (for the Pakistan Region only) in respect of the Pakistan Super League (PSL) Tournaments scheduled to be played annually during the years 2022 to 2023. Technical and Financial Proposals should be submitted in the manner set forth in the Bid Documents by 10:30 A.M PST on 17<sup>th</sup> December, 2021. Technical Proposals shall be opened at 11:00 A.M on 17<sup>th</sup> December, 2021 and Financial Proposals of technically qualified Bidders shall be opened at 03:00 P.M on 17<sup>th</sup> December, 2021. Financial Proposals of technically disqualified bidders shall be returned unopened.

2. PTV in joint venture with ARY A Sports submitted bid price with Rs2.1 billion, and Geo Super, submitted bid with Rs3.36 billion.

3. Why PTV did not bid independently. Who ordered PTV to make consortium with ARY A Sports? Why PTV has not invited Open Tenders and without competitive bidding, made JV with ARY? This nexus between PTV and ARY A Sports is a unholy collusion, and is also violation of PPRA Rules.

4. According to Bid Documents Clause 1.3, and offer letter (Annex-1 of bid documents) the Bids were invited explicitly for 2 years, for the years 2022 and 2023 (**Annex-A and A1**).

1.3. This ITT sets out an opportunity to acquire Television Broadcast Media Rights for the PSL **for the years 2022 and 2023.**

5. According to the Bid Document Clause 3.5 (quoted below), if the Reserve Price is met or exceeded, the highest Bidder shall be awarded the Television Broadcast Media Rights Agreement (**Annex-B**).

**3.5. Bid Procedure and Process**

**(2) Financial Bidding:**

Financial Proposals of those Bidders whose Technical Proposals have been passed by the Bid Committee constituted by PCB for this purpose shall be opened at 3:00 p.m Pakistan Standard



Time on **16th December 2021** at the offices of the PCB at the Gaddafi Stadium, Lahore. Each Bidder may have up to two (2) authorized representatives present at the opening of the Financial Proposals subject to notification to PCB in writing of the identity of such individuals at least three (3) Business Days in advance.

Prior to opening the Financial Proposals, PCB shall announce the Reserve Price for the Television Broadcast Media Rights for the Pakistan Region. Following the opening of the Financial Proposals, the procedure set out below shall apply to determine the successful Bidder(s) for the Television Broadcast Media Rights for the PSL Tournaments during the Term:

(i) If the Reserve Price is met or exceeded, the highest Bidder shall be awarded the Television Broadcast Media Rights Agreement

6. But PCB defied this preannounced process, and did not award the contract to the highest bidder.

7. After the Tender results were announced, PCB was informed by the losing bidder PTV-ARY consortium, that their Bid was not for 2 years, but it was for one year, though in the Tender Documents and in Offer letter also, it was clear that the Tender is for 2 years. Accordingly this bid should have been rejected as not in compliance.

8. This act of PTV-ARY consortium is also a blatant violation of PPRA Rule nos. 30 (3) and 31 (1) and (2), (quoted below) as bidders PTV-ARY consortium cannot change its tendered prices after opening of bids (**Annex-C**).

**30. Evaluation of bids.-**

(3) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**31. Clarification of bids.-**

(1) No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

(2) Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.

9. PCB, in violation of the Tender Condition of Evaluation, as prescribed in Clause 3.5, illegally agreed to the revised price clarification of PTV-ARY consortium that their quoted price is for one year. PCB also violated PPRA Rule No 30 and 31, by accepting PTV-ARY consortium clarification.

10. If PCB, whose Patron-in-Chief is the Prime Minister of Pakistan Mr. Imran Khan, agreed with PTV-ARY consortium clarification, that its quoted price was only for 2022, i.e. one year, PCB should have awarded the Contract to PTV-ARY consortium at twice the bid cost to PTV-ARY consortium, i.e. Rs. 4.2 Billion.

11. During the rebidding process, the PTV-ARY consortium offered Rs4.35 billion for two years whereas, Geo Super offered Rs3.74 billion for two years. And as the manipulated tendering had achieved the desired result to award the contract at any cost, to ARY A Sports, PCB awarded the contract to PTV-ARY consortium.

12. PCB and PTV-ARY consortium act of accepting the PTV-ARY consortium stand that the quoted process was for one year and not 2 years, is an act of "corrupt and fraudulent practices, under PPRA





Rule 2 (f), sub-rule (ii) '**collusive practices**', and also and Bidding Clause 4.5 Influence and Inducements is also applicable (**Annex-D&E**).

(ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

**Tender Clause 4.5. Influence and Inducements**

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

11. PCB restricted the rebidding only to the two bidders. According to PPRA Rules PCB has the right to terminate or reject all bids, which PCB did. But again to favour ARY A Sports, PCB re-invited bids from these two bidders, illegally using Tender Clause 3.5 2 (ii), though according to Clause 3.5.2(i), the highest bidder quoted price was more than the reserved price. PCB should have either awarded the contract to the highest bidder, or cancelled the tendering process, and re-issued the tender to invite Bids from all Bidders in International Tenders.

(ii) If no Bidder meets the Reserve Price, the PCB shall request all technically qualified Bidders to submit revised financial offers for the Rights (the "**Revised Offer**") by a stipulated deadline in an attempt to extract the highest value for PCB for sale of the Television Broadcasting Media Rights for the PSL Tournaments.

12. PCB has also not included in the Tender nor in the Contract, "Integrity Pact", which allows PCB to recover Ten Time the loss incurred due to corruption from the contractor/service provider, which is violation of Rule No 7 (**Annex-F**).

13. PCB also did not post the Evaluation Report on PPRA website as required per Rule No 35, which is mandatory.

14. PCB has also not posted the Contract Agreement on PPRA website as per Rule No 47.

15. PCB has violated the rules in order to allow ARY/PTV JV to obtain the contract, and shall be reported to NAB for Corruption reference.

**TI Pakistan comments.**

TI Pakistan has examined the allegations of the complainant. Following are TI Pakistan comments.

1. In case the allegations made by the complainant of violation of PPRA Rule No 2 (f), 7, 30, 31, 35, 47, and violation of Bid Documents Clauses 3.5 and 4.5 are correct and genuine, Prima facie this procurement by PCB is a Mis Procurement under PPR Rule No 50.
2. PCB should have either awarded the contract to the highest bidder or cancelled the tendering process, and invited New Bids from all Bidders in International Tenders, and not from only two previous bidders.
3. PTV bidding as PTV-ARY consortium, without following PPRA Rules for making consortium without following mandatory the Open Competitive Bidding process, is prima facia also a collusive act.




4. It is beyond understanding that why the PTV despite having more than 65 years of sports broadcasting experience, has made ARY A Sports a partner without a competitive bidding and will share its stipulated profit (which is a government revenue). This requires action against PTV officials.
5. Based on genuineness of quoted violation by PCB and PTV, this procurement is a typical case of the abuse of power by the PCB and PTV, which continues to undermine the principles of fairness, transparency and rule of law.

**TI Pakistan Recommendations:**

CEO PCB is requested to examine the allegations, and if they are found correct, to order the cancellation of the Contract, and also to take action under rules against all those who are found responsible for these illegal acts.

Transparency International Pakistan is striving for across the board application of Rule of Law, which is the only way to stop corruption.

With Regards,


  
Ms Yasmeen Lari

Sitara-e-Imtiaz, Hilal-e- Imtiaz  
Chairperson  
Transparency International Pakistan

  
Justice (R) Nasira Iqbal

Sitara-e-Imtiaz  
Vice Chair,  
Transparency International Pakistan

Copies forwarded for the information with request to take action under their mandate,

1. PSPM, Prime Minister's House, Islamabad, for information of PM who is also the Patron of PCB.
2. Chairman, PAC, National Assembly, Islamabad,
3. Chairman NAB, Islamabad,
4.  Federal Secretary Information, Islamabad, for taking action against PTV for making JV with ARY without Open Bidding, causing loss to Exchequer by sharing Govt. Revenue with ARY A Sports
5. Chairman, PCB, Islamabad
6. Chairman PTV, Islamabad
7. Registrar Supreme Court of Pakistan. Islamabad.





## ANNEXURE 1

### OFFER LETTER

[To be typed on Bidder's Letterhead]

[Date]

Pakistan Cricket Board  
Gaddafi Stadium  
Ferozpur Road  
Lahore  
Pakistan 54600

#### BY HAND/COURIER/REGISTERED DELIVERY

Dear Sirs

#### **Invitation to Tender: Television Broadcast Media Rights to the PSL Tournaments to be held in the years 2022 and 2023.**

We acknowledge receipt of the Invitation to Tender dated [●] 2021 ("ITT"). We understand and accept the terms, conditions and procedures set out therein.

We have examined the ITT in its entirety and all the terms and conditions set out therein and in accordance with the requirements of the ITT, we, the undersigned Bidder, agree to enter into a Television Broadcast Media Rights Agreement for the Pakistan Region as contemplated by the ITT.

We confirm that:

- (a) each element of this Bid is formulated with regard to, and with a view to successfully achieving, the aims and objectives of PCB as set out in the ITT; and
- (b) no element of this Bid is conditional upon any event, fact or circumstance, other than the acceptance by PCB of the offer contained in this Bid; and
- (c) this Bid is made on the basis of the terms and conditions contained in the ITT which are binding upon us; and
- (d) upon being required by the PCB, we will execute the Television Broadcast Media Rights Agreement in the form attached as Annexure 4 to the ITT.

Defined terms used in this Offer Letter have the same meaning ascribed to them in the ITT unless otherwise expressly defined in this Offer Letter.



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

**"PCB Marks"** means all PCB proprietary marks and logos, including those designated for use during PSL Tournaments, including any mascot(s), slogan(s) or music;

**"PCB Property"** has the meaning set out in Clause 12.1;

**"Permitted Language(s)"** means any official, national or regional language or languages of the Licensed Territory as determined by PCB;

**"Production Company"** means such entity as is appointed by PCB to provide broadcast production services in relation to the PSL Tournaments;

**"PSL"** means the Pakistan Super League, the annual domestic Twenty 20 tournament to be hosted by PCB;

**"PSL Tournaments"** means, collectively, the two official annual Twenty 20 cricket tournaments, to be known as the "Pakistan Super League" to be held in the years 2022 and 2023 as set out in Schedule 1 including any Additional Matches and Replacement PSL Tournament (and individually, a **"PSL Tournament"**);

**"Public Screening Rights"** means the right to Transmit any Footage on a screen (or screens) in any place other than a private residential household and to admit the general public to such place on a paid or invited basis, but excluding Transmissions on a Designated Channel which are made available by the Licensee to commercial premises in the normal course of the Licensee's business and/or Footage exhibited in the exercise of Inflight Rights;

**"Replacement Guarantor"** has the meaning set out in Clause 14.5;]

**"Replacement PSL Tournament"** has the meaning set out in Schedule 1;

**"Reserved Rights"** has the meaning set out in Clause 5.1;

**"Rights"** or **"Television Broadcast Media Rights"** means the right to make Live Transmissions, Delayed Transmissions and Highlights Transmissions on the Designated Channel or any other Channel approved in writing by the PCB, such approval not to be unreasonably withheld, the Broadcast Sponsorship Rights, the Commercial Airtime Rights, the rights as set out in Clause 4.5, and any other rights granted to Licensee pursuant to the terms of this Agreement but subject always to the terms and conditions of this Agreement and the Reserved Rights;

**"Rights Fee"** means the fee payable by the Licensee for the Rights granted to it as set out in Schedule 2;

**"Sponsor"** means any person to whom PCB grants any promotional, advertising, marketing, sponsorship, new media or other association rights in relation to the PSL Tournament(s) as notified by PCB to the Licensee;

**"Successor Technologies"** means technologies hereafter developed or commercialised which supersede and/or supplement any of those technologies which as at the Effective Date comprise Broadcast Delivery Systems and/or Digital Delivery Systems;



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

**The deadline for submission of Bids is 10:30 a.m. (Pakistan time) on 16<sup>th</sup> December 2021 (i.e. the "Bid Submission Deadline").**

- (ii) Any Bids submitted by any other means will not be accepted. Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated by this ITT by the Bid Submission Deadline.
- (iii) In exceptional circumstances and in its sole discretion PCB may consider a request for an extension of any deadline including the Bid Submission Deadline. If PCB, in its unfettered discretion, grants an extension of any deadline such extension will be available to and shall apply to all Bidders.
- (iv) PCB may also, in its unfettered discretion, extend the Bid Submission Deadline in order to afford Bidders reasonable time to take into account, while preparing their Bids, any addendum issued by PCB which modifies the ITT or its terms.
- (v) If for any reason the deadline is extended, all rights and obligations of PCB and of the Bidders subject to the previous deadline shall instead become subject to the extended deadline.

(c) Opening and Evaluation of Bids

(1) Technical Bidding:

Technical Proposals will be opened at 11:00 a.m. Pakistan Standard Time on 16<sup>th</sup> December 2021 at the offices of PCB at the Gaddafi Stadium, Lahore. Bidders, if they desire, may have a representative present at the time of opening of the Technical Proposals.

The Technical Proposal shall be passed by the Bid Committee constituted by PCB for this purpose if the following conditions are met: (a) the Bid Security has been received by the PCB; (b) the Bidder, in the opinion of the Bid Committee constituted by the PCB, will be able to meet its obligations under the Television Broadcast Media Rights Agreement (an opinion shall be formulated by the Bid Committee keeping in mind *inter alia* credit worthiness of the Bidder, past record of the Bidder in regards to exploitation of similar rights and fulfilment of its contractual commitments/obligations while exercising similar rights and ability to execute future plans for exploitation of the Rights); and (c) if the Bidder scores at least **30 marks** according to the following technical evaluation table:





if the Reserve Price is not met or exceeded, the provisions of (ii) to (iv) below shall apply;

- (ii) If no Bidder meets the Reserve Price, the PCB shall request all technically qualified Bidders to submit revised financial offers for the Rights (the "**Revised Offer**") by a stipulated deadline in an attempt to extract the highest value for PCB for sale of the Television Broadcasting Media Rights for the PSL Tournaments. All Revised Offers obtained from Bidders must (a) be in writing and made within such time period as specified by the PCB; (b) be irrevocable and unconditional; (c) not be less in value than the value of the previous Financial Proposal of the Bidder; and (d) be valid for a period of sixty (60) days from the date that the Revised Offer is made. All original offers will remain valid unless superseded by a compliant Revised Offer. No further security needs to be provided in respect of the Revised Offers;
- (iii) Following the receipt of Revised Offers, if the highest revised Bid equals or exceeds the Reserve Price, the Television Broadcasting Media Rights will be awarded to that Bidder;
- (iv) If following receipt of the Revised Offers, the Reserve Price is still not achieved, PCB reserves the right to either require Bidders to submit further Revised Offers or to grant Rights at the highest offer less than the Reserve Price or to repackage the Rights by adding to or subtracting therefrom if it deems appropriate in its absolute discretion in order to extract maximum value.

(d) Binding Nature of Bid

Once submitted, a Bid (together with any supplementary documents submitted pursuant to Paragraph 4.3(b)) is irrevocable, unconditional and binding on the Bidder(s) and shall constitute a contractual offer which may be accepted by PCB in its sole and unfettered discretion. No Bid may be withdrawn or amended except as stated herein or at the request of PCB and subject to any conditions which PCB may stipulate.

(e) Further Information

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

- 3.6. For the purposes of clarification, payment of the consideration by successful Bidder shall be made in Pakistan Rupees (or in equivalent in US Dollars in case the successful Bidder is incorporated outside Pakistan) as per the Financial Proposal of the successful Bidder. The consideration must be paid free and clear of, and without deduction or liability for, any and all taxes, set-offs, deductions and/or withholdings of whatsoever nature which may be applicable in respect of such payment. The successful Bidder will be solely responsible for any such taxes, set-offs, deductions or withholdings, and in the event that any such taxes, set-offs, deductions and/or withholdings are required to be made by the law of any relevant jurisdiction or if any such jurisdiction shall prohibit payment of any such amount clear of any tax, set off, deduction or withholding then the successful Bidder shall gross up the relevant amount so as to ensure the PCB receives the full amount of consideration. To the extent that a



## OPENING, EVALUATION AND REJECTION OF BIDS

### 28. Opening of bids.-

(1) The date for opening of bids and the last date for the submission of bids shall be the same. Bids shall be opened at the time specified in the bidding documents. The bids shall be opened at least thirty minutes after the deadline for submission of bids.

(2) All bids shall be opened publicly in the presence of the bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding. The procuring agency shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. All bidders in attendance shall sign an attendance sheet. All bids submitted after the time prescribed shall be rejected and returned without being opened.

### 29. Evaluation criteria.-

Procuring agencies shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding documents. Failure to provide for an unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

### 30. Evaluation of bids.-

(1) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as provided for in sub-clause (iv) of clause (c) of rule 36 no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.

(2) For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

(3) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**31. Clarification of bids.-**

- (1) No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
- (2) Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.

**32. Discriminatory and difficult conditions.-**

Save as otherwise provided, no procuring agency shall introduce any condition, which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related.

**33. Rejection of bids.-**

- (1) The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- (2) The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards suppliers or contractors who have submitted bids or proposals.
- (3) Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals.

**34. Re-bidding.-**

- (1) If the procuring agency has rejected all bids under rule 33 it may call for a re-bidding.
- (2) The procuring agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders as it may deem necessary.



Islamabad, June 9, 2004

## NOTIFICATION

S.R.O. 432(I)/2004.- In exercise of the powers conferred by section 26 of the Public Procurement Regulatory Authority Ordinance, 2002 (XXII of 2002), the Federal Government is pleased to make the following rules, namely:-

### 1. Short title and commencement.-

- (1) These rules may be called the Public Procurement Rules, 2004.
- (2) They shall come into force at once.

## GENERAL PROVISIONS

### 2. Definitions.-

(1) In these rules, unless there is anything repugnant in the subject or context,-

(a) "bid" means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;

(b) "bidder" means a person who submits a bid;

\*\*(b\*) "blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

\*(ba) "call off order" means an order placed by a procuring agency under general terms and pricing on a range of goods under closed framework agreement, without having to negotiate terms every time;

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\*Inserted vide S.R.O. No. 442(I)/2020 dated 15<sup>th</sup> May, 2020

\*\*Inserted vide S.R.O. No. 834(I)/2021 dated 28<sup>th</sup> June, 2021

(bb) "closed framework agreement" means an agreement with specified terms and conditions with an agreed price;

(c) "competitive bidding" means a procedure leading to the award of a contract whereby all the interested persons, firms, companies or organizations may bid for the contract and includes both national competitive bidding and international competitive bidding;

(d) "contractor" means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works;

(e) "contract" means an agreement enforceable by law;

**\*\***(f) "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-

(i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

(iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

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*\*Inserted vide S.R.O. No. 442(I)/2020 dated 15<sup>th</sup> May, 2020*

*\*\*Inserted vide S.R.O. No. 834(I)/2021 dated 28<sup>th</sup> June, 2021*





#### 4.3. Modifying the ITT

- (a) If PCB modifies the ITT and/or its terms, it intends to issue a written addendum to all Bidders and such addendum will be binding upon them. Bidders shall promptly acknowledge receipt of any addendum.
- (b) Any Bid submitted to PCB prior to the issue of an addendum which modifies the ITT and/or its terms (other than only by extension of the Bid Submission Deadline) may be amended at any time before the Bid Submission Deadline to take into account such modification by the submission of a supplementary Bid to PCB following so far as appropriate the procedure in Paragraph 3.5(b). Bids submitted to PCB prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.
- (c) In addition to the above, the PCB may at any stage waive any condition or requirement or vary any other term stipulated in this ITT provided that any waiver or amendment is applied equally to all Bidders and does not discriminate between or operate to unfairly disadvantage any Bidder.
- (d) Notwithstanding the preceding provisions of this Paragraph 4.3, the PCB may not vary or amend the Television Broadcast Media Rights Agreement once it has been duly executed by the PCB and the Licensee without the prior written consent of the Licensee.

#### 4.4. No Obligations

Save for its obligations of confidentiality set out in Paragraph 4.7, PCB does not accept or assume any duty or obligation to any person under or in connection with this ITT unless it enters into a Media Rights Agreement with a Licensee in which case it will owe obligations to the Licensee in accordance with the terms and conditions of the relevant Media Rights Agreement.

#### 4.5. Influence and Inducements

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

#### 4.6. No Representations or Warranties

Neither PCB nor any of its officers, agents or employees makes or gives any representation, warranty or promise as to the reliability, accuracy, adequacy or completeness of the information contained in this ITT or within any subsequent clarifications made or further or supporting materials provided, or any other information made available at any time to any Bidder, or that the use of such information will not infringe the rights of any third party, and neither PCB nor any other such person accepts or shall have any liability for any, loss, damage or expense in connection therewith (whether suffered or incurred from reliance on such information or otherwise). This Paragraph 4.6 shall not apply to a Licensee with whom PCB has executed a Television

### 6. Language.-

(1) All communications and documentation related to procurements of the Federal Government shall either be in Urdu or English or both. Except where a procuring agency is situated outside the territories of Pakistan and procurements are to be made locally, the procuring agency may use the local language in addition to Urdu or English.

(2) Where the use of local language is found essential, the original documentation shall be in Urdu or English, which shall be retained on record; for all other purposes their translations in local language shall be used:

Provided that such use of local language ensures maximum economy and efficiency in the procurement.

(3) In case of the dispute reference shall be made to the original documentation retained on record.

### 7. Integrity pact.-

Procurements exceeding the prescribed limit shall be subject to an integrity pact, as specified by regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.

### \*7A. e-public procurement.-

The procuring agencies may carry out e-procurement process by using information and communication technologies or digital or electronic means, in such manner as to cover any or all aspects of the procurement process, in accordance with the regulations or guidelines to be prescribed by the Authority.

## PROCUREMENT PLANNING

### 8. Procurement planning.-

Within one year of commencement of these rules, all procuring agencies shall devise a mechanism, for planning in detail for all proposed procurements with the object of realistically determining the requirements of the procuring agency, within its available resources, delivery time or completion date and benefits that are likely to accrue to the procuring agency in future.