



METROPOLITAN CORPORATION ISLAMABAD

**REQUEST FOR PROPOSALS
ESTABLISHMENT AND OPERATIONS OF PADEL TENNIS COURT IN
ISLAMABAD**

**Directorate of Sports Culture & Tourism, MCI
Multipurpose Sports Building, Sector F-6 Islamabad
051-92501631-07**

میٹرو پولیٹن کارپوریشن اسلام آباد



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad



REQUEST FOR PROPOSALS

ESTABLISHMENT AND OPERATIONS OF PADEL TENNIS COURT IN ISLAMABAD

- | | |
|------------------------------|-----------------|
| ➤ Earnest Money | Rs.1.00 million |
| ➤ Performance Bank guarantee | Rs.1,000,000/- |
| ➤ Bid validity Date | 90 days |



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

Table of Contents

REQUEST FOR PORPOSALS

1. Introduction

2. Aim

3. Mode of Advertisement(s).....

4. Important Note

5. General Instructions.....

6. Evaluation Criteria.....

Contract/Agreement

Affidavit

Designated Locations/Sites for Installation Padel Tennis Courts.....

Installation Schedule



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

REQUEST FOR PORPOSALS

“ESTABLISHMENT AND OPERATIONS OF PADEL TENNIS COURT IN ISLAMABAD” FOR (BOT) MODEL

The Directorate of Sports, Culture & Tourism, Metropolitan Corporation Islamabad invites bids from companies or consortiums that are duly registered with FBR for Income & Sales Tax, and all relevant regulators and who are on active tax payers list, to participate through sealed bids under Single stage - Two envelope procedure for **ESTABLISHMENT & OPERATIONS OF PADEL TENNIS COURTS IN ISLAMABAD** on Revenue Share on Gross Amount and Fixed Fee Basis. The companies meeting following criteria are eligible for participation in the bidding process: -

- a. Companies & Consortiums having at least **3 years of experience running an established sports facility (any sport is eligible)** (PEC registered or SECP registered), where preference will be given to companies having prior local or international experience in any sports work. It is also required that companies and consortiums are registered with the Federal Board of Revenue and have not been blacklisted by any public authority in Pakistan.
2. The bidders registered with PPRA on E-PADS will be eligible to purchase & submit the RFP document. The Most advantageous bid offering highest revenue to the Employer will be accepted, revenue collected shall be directly remitted to **Escrow account** through an IT based system to be developed and provided by the successful bidder and share of the successful bidder will be transferred on monthly basis by MCI. This process of collection by the private party will be open to third party validation by a reputed audit firm.
3. The RFP document is available on PPRA E-PADS portal and can be downloaded from CDA's website <https://www.cda.gov.pk>) free of cost.
4. The proposed locations for **Establishment and Operations of Padel Tennis Court in Islamabad** are as under: -



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

Sr #	Description	Sector	No's of Courts	Fixed Fee Charges One Court	Fixed Fee Charges Two Courts
1	Multipurpose Sports Facility	G-11/3	02 Nos	200,000/-	400,000/-
2	Fatima Jinnah Park	F-9	02 Nos	200,000/-	400,000/-
3	Sports Ground	G-8 Markaz	02 Nos	200,000/-	400,000/-
4	Tennis Courts Near Suk Chain Embassy Road	G-5	02 Nos	300,000/-	600,000/-
5	Multipurpose Ground	Street .30 F-8/1	02 Nos	200,000/-	400,000/-

5. The basic eligibility criterion is available in the RFP documents. Furthermore, the technical evaluation criterion is listed in sections and the financial criterion is attached. The Bid Should is quoted at financial bid form available at Annexure-F.

6. RFP Document should be accompanied by **Bid Security / earnest Money of Rs. 1.00 million (refundable to unsuccessful bidders) in the form of Pay order/CDRs in favor of D.D.O, Sports & Culture, MCI.** The prospective bidders shall upload scanned copy of Bid Security on E-PADS and original will be submitted to in the office of Chief Metropolitan Officer, Old Navel Headquarters G-6, Islamabad along with the Bids.

7. The prospective bidders are required to submit their Bids online through E-PADS at <http://www.eprocure.gov.pk> before the opening date. Original Bids in accordance with the provisions of Section- 36(b) of Public Procurement Rules-2004 and terms & conditions defined in the RFP documents must be submitted in the office of Chief Metropolitan Officer, Old Navel Headquarters G-6, Islamabad on or before 14-04-2025 at 11.00 AM.

8. The submitted Technical Bid of RFP will be opened publicly on the same day at 11.30AM in the presence of the Committee & Bidder's authorized Representatives, who choose to attend the opening session to be held at the office of Director-Sports, Culture & Tourism Islamabad. However, the date and time of opening of financial bid will be intimated to the successful bidders through E-PADS and telephonically.

9. Notification of the GRC constituted public Procurement Rules, 2004 is provided on EPADS at www.eprocure.gov.pk. And www.ppra.org.pk. The incomplete, unsealed and late submitted bids shall be rejected and returned.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

10. The Authority reserves the right to reject all the bids as per provision of Section-33 of PPRA Rules-2004.

Bid Validity

11. The Bid shall remain valid and open for acceptance for a period as stated in the RFP Bidding Data from the Bid Submission Date. The Bid shall remain valid and open for acceptance for a period as stated in the Bidding Data from the Bid Submission Date. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request Bidders to grant a specified extension in the period of validity. However, the period of extension should not exceed the original period of bid validity. The request and the responses thereto shall be made in writing or by cable, electronic mail or facsimile. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify its bid but will be required to extend the validity of its Bid Security correspondingly.

Director
Sports, Culture & Tourism Islamabad
Metropolitan Corporation Islamabad
Multipurpose Sports Building,
Sector F-6, Islamabad
Phone-051-9201631-07



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

1. Introduction

- 1.1. The Metropolitan Corporation Islamabad (hereinafter called the “MCI”) is a body corporate established under the Islamabad Capital Territory Local Government Act, 2015. The MCI has been established to promote good governance, effective delivery of services and transparent decision making and, to deal with ancillary matters within the municipal limits of Islamabad.
- 1.2. The MCI has also been conferred the responsibility to judicially manage / provide different types of Sports facilities within its territorial limits. Accordingly, the Request for proposals for establishment & Operations of Padel Tennis Courts at Different location of Islamabad is being invited under PPRA Rules, 2004 to ensure transparency.

2. Aim

- 2.1. To facilitate the local community by providing the best sports facilities at their door steps without compromising environment, physical character and visual appearance of the city.

3. Mode of Advertisement(s)

- 3.1. The bid document has been uploaded on www.eprocure.gov.pk and is also placed at PPRA’s website www.ppra.org.pk as well as published in one English and one Urdu Newspaper.

4. Important Note

- 4.1. The Bidder must participate through EPADS System, only those Manual bids shall be considered which have already been quoted through EPADS. After Submission through EPADS, the following documents are required physically:
 - i. Earnest Money
 - ii. Copy of the Technical and Financial Bid (Sealed)



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

5. General Instructions

- 5.1. As per Rule 36(a) Single Stage - Two Envelope Bidding Procedure shall be followed.
- 5.2. The sealed proposals complete in all respect addressed to the Director, Sports & Culture, MCI Islamabad shall be submitted on the given address before closing of bids time and date mentioned in the Advertisement.
- 5.3. Bid should be submitted electronically through EPADS. Manual submission of bid without EPADS electronic bid is not acceptable/entertained.
- 5.4. The bids, prepared in accordance with the instruction in the RFP bidding documents, must be submitted on EPADS before 17-02-2025 at 11.00 AM Hours. Technical Bids will be opened on the same day at 11.30 AM Hours through EPADS.
- 5.5. Original Bid Security submission along with copy of the Bid security must be submitted before online submission validate of the bid date.
- 5.6. The Request for Proposals will be opened by Head Procurement Committee in presence of bidders or their authorized representatives who may wish to witness the bid opening proceedings.
- 5.7. The Request for Proposals shall be accompanied by **Rs. 1.00 million (Rupees One million only) Earnest Money/Bid Security** in the shape of Bank Draft/Call Deposit in favor of D.D.O, Sports, Culture & Tourism MCI. The same will be retained in respect of most advantageous and the second advantageous bidder till signing of contract whereas it will be refunded to the bidders coming third or below in the final evaluation on request.
- 5.8. The RFP will include among other things mentioned in the RFP Document, an Organization Profile/vender profile with necessary details/documents including Name/ Registration Certificate/Certificate of Incorporation, Registration Number, Registered and Mailing Addresses, Contact Information, Name of Authorized Person, Income and Sales Tax Registration Certificates,



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

Proof of being on Active Taxpayer List, last three years' audited annual financial statements, Proof of 03 years' relevant experience in Established/construction /operations of Padel Tennis Court / any other sports work, List of skilled manpower with their experience to undertake the assignment etc. The RFP will not be considered for evaluation if it does not contain prerequisite documents mentioned above.

- 5.9. An Affidavit (as placed at **Annexure-B** to the effect that the bidder has not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan and other provisions defined in the said Annex) will be submitted along with RFP.
- 5.10. In case where RFP is being submitted by a consortium/JV, the copy of agreement between the two entities will also be attached. Further, in such cases, at least one of the company should have the prerequisite demonstrable relevant experience in Establishment, operations and marketing of digital streamers and skilled manpower with their experience to undertake the assignment.
- 5.11. The MCI reserves the right to verify the documents submitted by the bidders independently. The MCI will also have the right to terminate the agreement/contract at any time in future if it is established that the bidder submitted fake/forged documents at the time of bid opening. In this case, the assets deployed by the bidder will also be confiscated.
- 5.12. The MCI will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The MCI will declare the firm blacklisted or ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the MCI if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution of the contract.
- 5.13. The bidder shall bear all cost / expenses associated with the preparation and submission of the RFP and the MCI shall in no case be responsible for those expenses.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 5.14. The MCI reserves the right to accept or reject RFP in line with PPRA Rules, reasons will be communicated on request.
- 5.15. Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be written in English language only.
- 5.16. All prices quoted in the Bid and all amounts payable shall be in Pak Rupees (PKR) only.
- 5.17. Only RFP complete in all respect will be considered.
- 5.18. The MCI at its exclusive discretion may amend the RFP Bid Document to extend the deadline for the submission of the RFP as per Rule-27 of PPRA Rules.
- 5.19. The number of sites for Establishment& operation of Padel Tennis courts can be increased or decreased during the period of contract with mutual consent of both parties.
- 5.20. The MCI reserves the right to invite separate Tender/RFP for installation Padel Tennis Courts on other locations/sites within its territorial limits.
- 5.21. The Bidder will submit a Business Plan along with the RFP encompassing Strengths, weaknesses, opportunities, and threats, **(SWOT)** analysis, execution strategy, projected capital/revenue expenditure and expected revenue to be earned/cash inflow over the period of contract. It would be ensured to prepare the Business Plan and Revenue Projections as realistic as possible.
- 5.22. The Bidder will provide detailed drawing / Designed and specifications of the Padel Tennis Courts indicating their region make, model, Quality etc along with complete expected Business Plan. The Padel Tennis courts must comply with the international standards other than the above will not be acceptable.
- 5.23. The bidder will create a software or grant reporting access of existing software to CDA /MCI to ensure booking transparency and transaction



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 5.24. Bidder will have financial independent however will monthly income report with CDA /MCI.
- 5.25. The Bidder shall appoint a representative for the project and furnish his postal address and contact details. Any notice to be served on or document to be signed by the Bidder shall be either delivered personally to the representative and in case it is not possible it shall be treated to have been delivered if it has been mailed by registered post on the postal address of the representative or emailed on the email address provided or delivered through WhatsApp on the provided mobile number.
- 5.26. The Bidder will establish the Padel Tennis Courts in conformity with MCI policies/instructions for the time being in force. The MCI will have the right to revise such instructions, if deemed expedient.
- 5.27. Period of contract will be Four(4) years extendable for two(02) year on same terms and conditions, subject to satisfactory performance and mutual consent of both parties.
- 5.28. The Contract will sign an agreement with the Directorate of Sports, Culture & Tourism on stamp paper, as per Stamp Act 1899, for acceptance of the above terms and conditions, within 10 working days after the issuance of Letter of Intent.
- 5.29. The Bidder will develop a website for MCI within 45 days of signing of contract to monitor the operations as well as a web portal for booking of advertisement campaigns and its approval. The cost on development/ configuration/ deployment etc of the website and web portal will be borne by the Bidder.
- 5.30. The Bidder will ensure that the website/web-portal has the capability to control the running/operations of the Padel Tennis Courts.
- 5.31. The format of the bank guarantee shall be in accordance with the Sample Bid Security included in this RFP Documents at Annexure -E. No other formats shall be accepted.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 5.32. MCI/CDA will conduct monthly inspections for quality, and safety compliance. Bidder has no right to raised objection on the CDA/MCI inspection team.

6. Evaluation Criteria

A. Technical Evaluation Criteria

- 6.1. The bidder/Consortium/JV shall have minimum three (3) years' relevant experience in the sport (local or international) / any other sport work.
- 6.2. The Bidder shall present proof of the relevant experience (including establishment construction/operations, maintenance and marketing of Padel Tennis Courts / any other sports work by means provide the attested copies.
- 6.3. The bidder shall be registered with FBR having its operations within the country. The bidder will provide list of skilled and unskilled employees or contractual arrangements for establishment /construction, maintenance, marketing etc. of the Padel Tennis Courts.
- 6.4. The bidder will provide copies of NTN and STRN Certificates issued by FBR, Proof of Active Tax Payer List (ATL) from the website of FBR with the bid.
- 6.5. The establishment /construction Schedule of Padel Tennis Courts on designated locations/sites as per **Annexure-C** shall be provided as per **Annexure-D**. The bidder will ensure to complete installation process within 45 days' from signing of contract.
- 6.6. The bidder will also demonstrate that he has the requisite backup in on site of Padel Tennis Courts to be installed. For the purpose, the Bidder will either show his inventory from the financial statements or present contractual arrangements with relevant vendors for provision of instant backup. The MCI reserves the right to independently verify the information at any time during currency of the agreement.
- 6.7. The bidder can apply for more than one site with separate bid security / earnest money and attached all required documents.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

6.8. The bidder will create a software or grant reporting access of existing software to MCI/CDA to ensure booking transparency and transaction.

6.9. The Technical Evaluation will be carried out as per the following criteria:-

Sr No	Evaluation Criteria	Allocated Marks
1	<p><u>Years of Experience:</u> <u>The bidder should have experience of running a sports facility (sports grounds, gyms, indoor sport facilities like rock climbing, futsal grounds, go karting etc.)</u></p> <ul style="list-style-type: none"> • The bidder having experience of running a sports facility for 5 years shall be awarded full marks. • Any bidder having experience of running a sports facility for 3 years or more upto 4 years will be awarded 7 marks • Any bidder having experience of running a sports facility for more than a year upto 2 years will be awarded 5 marks 	10
2	<p><u>No of Projects</u> Bidders should have completed/constructed sports projects (each more than 50 million) either for a government entity or in a private capacity during the last 15 years.</p> <ul style="list-style-type: none"> • 3 or more projects competed in the sports industry will be given full marks. • Any bidder having completed 2 projects will be given 7 marks • Any bidder that has competed 1 project will be given 5 marks. <p>** Note that private sports projects completed will be given equal consideration/score. However, sufficient proof should be provided in the form of financial statements, certificates from the relevant authorities</p>	10
3	<p><u>Automated Solution for Management of the Facility:</u> The Bidder will be required to present previous experience of installing an IT Based solution for entry and revenue collection on any facility: -</p> <ul style="list-style-type: none"> • Online data log of daily receipt. The app should be interlinked with the escrow account. • Technical plan showing that entire source code and technology transfer of the IT based solution along with 	10



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

Sr No	Evaluation Criteria	Allocated Marks
	<p>knowledge transfer will be done to MCI at the end of contract and shall be property of MCI.</p> <p>Note: 1 experience would be sufficient for this section</p>	-
4	<p><u>Technical Design Proposal (Type, Day/Night, Wind Resistance)</u> The bidder would present the shortest installation schedule (Annexure-D) will be awarded highest marks. Other bidders will be awarded marks on proportionate basis.</p>	15
5	<p><u>Financial Strength of the Bidder:</u> Companies/individual shall provide Financial Statements of the Company for the past three (03) years showing yearly closing balance of more than 50 million. Note: The financial statements would be provided for the past three years so that two closing balances are clearly stated on the financial statement.</p> <ul style="list-style-type: none"> • Closing Balance of 50 million on both financial statements will be given full marks. • Closing Balance in excess of 25 million will be given 10 marks • Closing Balance in excess of 15 million will be given 7.5 marks 	15
6	<p><u>Revenue Stream from Previous Experience</u> The bidder will submit cash flow statements from their previous sports facility/project to indicate their client base, usage and experience in running a revenue generating facility. Scores will be awarded based on the total revenue a facility is generating. Duly attested copies of cash flow would be submitted for this section.</p>	15
	Total	75

6.10. The Financial bids will only be considered if the bidder secures at least 60% Marks in the Technical Evaluation.

6.11. Tabular form of Fixed Fee charges being charged for each sports ground offered (dependent on location, total area offered).



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 6.12. In addition to the Fixed Rent Fee specified in the terms and conditions section, the bidder shall submit a financial bid specifying the Revenue share percentage on gross amount and Fixed rent Fee being offered to MCI based on the Business Plan. Accordingly, most advantageous bidder will be the one who offers highest percentage share in revenue. The successful bidder will sign a contract with MCI as per **Annexure-A**.
- 6.13. The Bidder will provide, share complete expected Business proposals according locations sites.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

Annexure-A

Contract/Agreement

This Advertisement Contract ("the Contract") is made at _____ on this _____ day of _____, 2025 ("Signing Date"):

BETWEEN

The Directorate of Sports, Culture & Tourism, Metropolitan Corporation Islamabad (MCI), a body corporate established under the Islamabad Capital Territory Local Government Act, 2015, through Chief Metropolitan Officer (herein after referred to as "MCI" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

_____, a company incorporated under the provisions of the Companies Act, 2017 (formerly Companies Ordinance, 1984) in Pakistan and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part through _____.

(The MCI and the Bidder are hereinafter referred to collectively as the Parties and individually as the Party.)

WHEREAS, the MCI invited Request for Proposals from companies or consortiums for Establishment & Operations of Padel Tennis Courts at different locations of Islamabad' on Fixed Fee Rent / Revenue Share Basis on gross amount for a period of four (4) years extendable for another two (2) years on same terms & conditions.

AND WHEREAS, the Bidder submitted a Request for proposals and held itself out as possessing the requisite skill, knowledge, experience, resources and offered of Fixed Fee and ____% revenue as share on gross amount to MCI.

AND WHEREAS, the Bidder, being the most advantageous/highest bidder was declared successful by the MCI;

AND WHEREAS, the MCI, thereafter, issued a Letter of Intent ("LOI") dated



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

_____ to the Bidder accepting the offer and has agreed to award the contract in accordance with the terms and conditions set forth hereinunder.

NOW THEREFORE, THIS CONTRACT WITNESSETH and the Parties hereby confirm, and decal are as under:

1. RECITALS, CONTRACT DOCUMENTS AND PRECEDENCE

- 1.1. The Recitals hereof shall form an integral part of this Contract.
- 1.2. This Contract shall be read in consonance with, and not in derogation to, the terms of the Advertisement dated _____, the Letter of Intent dated _____, the Bidding Document, and clarifications issued by the MCI on the queries raised by the bidders (collectively referred to as "**the RFP Bidding Documents**"); provided. However, that in the event of any inconsistency or conflict between the provisions of this Contract and the RFP Bidding Documents, the terms of this Contract shall prevail.

2. EFFECTIVENESS AND TERM

- 2.1. This Contract shall come into effect from the effective date of the LOI ("**Effective Date**") and shall remain in full force and effect for a period of four (04) years unless extended in writing with the consent of both parties for a period of two (02) additional years, or terminated earlier in accordance with the terms of this Contract.
- 2.2. A mobilization period of forty-five (45) days from the Signing Date shall be allowed to the Bidder for establishment of Padel Tennis Courts as per specifications given in the Bidding Documents.

3. BIDDER 'S OBLIGATIONS

- 3.1. The MCI hereby grants to the Bidder , and the Bidder accepts, a non-exclusive, non-transferable (except with the prior written consent of the MCI) right to install, manage, operate, maintain, and display advertisements within the locations/sites detailed in *Annexure-C* of the Bid Document as per the terms and conditions of this Contract.
- 3.2. The operations of the contact shall include but are not limited to the following:
 - a. Establishment and maintenance of Padel Tennis Courts at designated locations at his own cost.
 - b. The sizes of the Padel Tennis Courts will be got approved from MCI.
 - c. Installation of the equipment in a safe way so that it is not dangerous for vehicles/public at large. The Bidder will be responsible for payment of damages to MCI or public at large if damage is done to a person,



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- property or material due to Padel Tennis Courts.
- d. Marketing of designated locations to attract corporate/individual clients for advertisement on Padel Tennis Courts per the guidelines, policy and base rates provided by the MCI from time to time.
 - e. Operations of Padel Tennis Courts in clouding electricity arrangements at his own cost.
 - f. Ensuring proper security arrangements of the Padel Tennis Courts and getting the equipment insured.
 - g. Repair & maintenance of the equipment and/or replacement in case of damages/theft at his own cost. Provided, problems in software/programming of the equipment will be addressed/removed within 24 hours where as hardware components will be replaced within 3 days. In case of delay over and above the defined period, the loss will be recovered from the share of Bidder at the rate of per day revenue of base rate.
- 3.3. The Bidder will not start an advertisement campaign without prior approval of the MCI in writing.
 - 3.4. The Bidder will develop a website/ or provide access to MCI on an existing website within 45 days of signing of contract to monitor the operations as well as a web portal for booking of advertisement campaigns and its approval. The cost on development/configuration/deployment/web hosting etc of the website and web portal will be borne by the Bidder. The Bidder will also arrange data backup facility for MCI at MCI premises.
 - 3.5. The Bidder will ensure that the website/web-portal has the capability to control the running/operations of the Padel Tennis Courts.
 - 3.6. The Bidder shall hand over in good running condition all its accessories of Padel Tennis Courts within seven (7) days of the termination or expiration of this Contract, or upon the written request of the MCI. The MCI will have the right to confiscate the equipment if the Bidder fails to hand over the same within prescribed time.
 - 3.7. The Bidder shall be strictly prohibited from any form of encroachment beyond the designated Padel Tennis Courts areas. Any encroachment will be considered a breach of this Contract, and the MCI reserves the right to take appropriate action, including but not limited to the removal of encroaching structures and potential termination of this Contract.
- 4. PAYMENT TERMS**
- 4.1. Fix Ground Rent charges for each court is 200,000 PKR which has to be submitted by the successful bidder in DDO, Sports & Culture Account in every month.
 - 4.2. All the booking proceeds/fees of the Padel Tennis Courts will be deposited in



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

advance along with application through the web portal in the designated **escrow account**.

- 4.3. The MCI will be responsible for payment of applicable withholding taxes/Sales Tax to FBR.
- 4.4. The Payment Challahs will be generated through the Web-portal developed by the Bidder.
- 4.5. The concerned clients will be responsible to deposit the applicable fee in advance and upload the deposit slip/Challahs to the web-portal along with application. In cases, where the application is being submitted after prior agreement with the Bidder, copy of the agreement or Purchase Order will also be uploaded to the web-portal.
- 4.6. The MCI will be responsible for ensuring payment of the Bidder's share of the revenue @ _____% of the gross revenue received within 15 days after close of each month.
- 4.7. Details of the bookings will also be shared with the Bidder on monthly basis for reconciliation purposes.
- 4.8. The bidder will create software or grant reporting access of existing software to MCI/CDA to ensure booking transparency and transaction.
- 4.9. MCI/CDA will conduct monthly inspections for quality, and safety compliance. Bidder has no right to raised objection on the CDA/MCI inspection team.
- 4.10. The format of the bank guarantee shall be in accordance with the Sample Bid Security included in this RFP Documents at Annexure -E. No other formats shall be accepted.

5. UTILITIES

- 5.1. The responsibility for electricity arrangements through IESCO and consumption related to the Padel Tennis Courts shall lie solely with the Bidder. The Bidder will be required to timely settle all electricity bills and maintain accurate records of such payments. These records shall be available for inspection by the MCI upon request.

6. COVENANTS

The MCI reserves the right to deny any approval request at its sole discretion. Such denial shall not constitute a breach of this Contract, and the Bidder shall not be entitled to any compensation or damages as a result of such denial. The MCI may impose additional conditions or requirements for the approval of Padel Tennis Courts to ensure compliance with applicable laws, regulations, and aesthetic standards.

- 6.1 The Bidder covenants to provide a Structure Stability Certificate from a Structural Engineer registered with the Pakistan Engineering Council upon completion of the structure, ensuring its safety and stability. The Bidder further covenants to provide



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

this certificate on annual basis.

- 6.2 The Bidder covenants to install all assets/ mediums at their own risk and cost. The Bidder further covenants to hand over in good condition all accessories the same upon the successful completion of the Contract term, provided all dues and government taxes are cleared.
- 6.3 The MCI covenants not to interfere with the Bidder 's operations, provided that the Bidder is in compliance with all terms and conditions of this Contract, and will support the Bidder in achieving the objectives of the advertisement rights.
- 6.4 The MCI covenants to maintain transparent and open communication with the Bidder, ensuring that any changes in policies, regulations, or operational guidelines are promptly communicated to the Bidder.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Bidder represents and warrants that the execution, delivery, and performance of this Contract do not and will not violate any applicable law, regulation, or any agreement to which the Bidder is a party.
- 7.2 The Bidder represents and warrants that it has the necessary financial resources and capability to fulfill its financial obligations under this Contract.
- 7.3 The Bidder represents and warrants that it shall comply with all applicable laws, regulations, and guidelines in the performance of its obligations under this Contract.
- 7.4 The Bidder represents and warrants that it has obtained and will maintain adequate insurance coverage for the employees / equipment/structure, protecting against risks such as damage, theft, and liability.

8. MONITORING AND INSPECTION

- 8.1 The MCI shall reserve the right to monitor and inspect Padel Tennis Courts and sites at any time to ensure compliance with the terms and conditions of this Contract. Such inspections may be conducted without prior notice to the Bidder .
- 8.2 The Bidder shall fully cooperate with the MCI during inspections, providing unrestricted access to the Padel Tennis Courts and any necessary documentation or information requested by the MCI.
- 8.3 The Bidder is required to submit periodic inspection reports to the MCI as stipulated by the MCI. These reports shall detail the condition of the Padel Tennis Courts, compliance with safety standards, and any maintenance activities undertaken.

9. LIABILITY AND INDEMNITY

- 9.1. The Bidder agrees to indemnify, defend, and hold harmless the MCI, its officers, agents, and employees from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including attorney's fees)



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

arising out of or resulting from any negligent acts, errors, or omissions of the Bidder, its agents, employees, or sub-Bidders in the performance of this Contract.

- 9.2. The indemnity obligations of the Bidder shall include, but not be limited to, claims related to bodily injury, death, property damage, or any violation of local, state, or federal laws, regulations, or ordinances by the Bidder in connection with the installation, maintenance, or operation of the advertisement structures.
- 9.3. The MCI shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Contract, including but not limited to loss of profits, revenue, or business opportunities, even if such damages were foreseeable or the MCI was advised of the possibility of such damages.
- 9.4. The Bidder shall obtain and maintain, at its own expense, adequate insurance coverage for public liability, property damage, and any other risks associated with its operations under this Contract. The insurance policy shall name the MCI as an additional insured entity and provide coverage limits satisfactory to the MCI.
- 9.5. The Bidder shall provide the MCI with proof of insurance coverage upon request and ensure that the insurance policies remain valid and in force throughout the term of this Contract. Failure to maintain adequate insurance coverage shall constitute a material breach of this Contract.

10. TERMINATION AND DEFAULT

- 10.1. The Bidder shall be deemed to be in default under this Contract upon the occurrence of any of the following events ("**Events of Default**"):
 - a. Breach of any material term, condition, or covenant of this Contract by the Bidder.
 - b. Failure to maintain the Padel Tennis Courts in accordance with the maintenance requirements set forth in this Contract.
 - c. Engaging in any illegal/corruption practices or unauthorized activities related to the use of the Padel Tennis Courts.
 - d. Insolvency, bankruptcy, or liquidation of the Bidder.
 - e. In the event where MCI establishes that the Bidder is securing Padel Tennis Courts at different rates and lodging applications for approval on different rates in order to deny MCI its fair share of the profit as per the contract.
- 10.2. Upon the occurrence of any Event of Default, the MCI shall issue a written notice to the Bidder specifying the nature of the default and, where applicable, providing a cure period within which the Bidder may rectify the default. The length of the cure period shall be fifteen (15) days.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 10.3. If the Bidder fails to cure the Event of Default within the specified cure period, or if the default is not curable, the MCI may terminate this Contract by issuing a written notice of termination to the Bidder . Termination shall be effective immediately upon receipt of the notice.
- 10.4. In case of Default on part of the Bidder , the MCI will have the right to confiscate the Digital Streamers/LEDs installed by the Bidder .
- 10.5. Either Party may terminate this Contract immediately by providing written notice to the other Party if:
 - a. The other Party commits a material breach of any provision of this Contract and fails to remedy such breach within fifteen (15) days after receiving written notice specifying the breach and demanding its remedy; or,
 - b. a Force Majeure Event subsists for a period longer than ninety (90) days and the MCI has reached a conclusion that such event can no longer be cured.
- 10.6. Any notice of termination under this Contract must be in writing and shall be effective upon receipt by the other Party at the address and manner specified in this Contract.
- 10.7. Upon termination of this Contract, the Bidder shall:
 - c. Cease all Padel Tennis Courts activities and hand over to MCI all Padel Tennis Courts from the location within seven (7) days of termination.
 - d. Settle any outstanding payments, including, penalties, interest, and any other amounts due to the MCI.
- 10.8. Termination of this Contract shall not relieve the Bidder of any obligations or liabilities that accrued prior to the termination date. The MCI reserves the right to pursue or opt legal or equitable remedies to recover any damages, losses, or costs incurred as a result of the Bidder 's default or breach.
- 10.9. The MCI's election to terminate the Contract shall not prejudice any other rights of the MCI, under the Contract or otherwise available to it under the applicable laws.
- 10.10. In the event of termination due to default, the MCI may, at its sole discretion, seek an alternative/substitute Bidder to take over the advertisement rights for the remainder of the Contract term. The Bidder shall cooperate with the MCI in facilitating a smooth transition to the new Bidder .
- 11. FORCE MAJEURE**
 - 11.1. Should either Party be prevented from performing any of its responsibilities (as detailed in this tender) by reason caused by an Act of God or any cause beyond its reasonable control including but no limited to works top pages, fires, riots, terrorist strikes ,accidents, explosions, floods, cyclones, storms wars, revolutions, act so public enemies, blockages, embargos any laws, orders,



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strikes, shutdowns, labor disputes which are not in satiated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such fact or so inability to perform, resumes performance as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of thirty (30) days, the two parties shall by mutual consultation decide about the further implementation of the License, and in event of the non-agreement in this regard, the Authority reserves the right to terminate the License. However, the afore-mentioned reasons do not include lack of personnel and non-performance of third parties hired. The licensee shall not be entitled to any payment from the Authority in case of Force Majeure, including termination of License Agreement due to Force Majeure.

12. NOTICES

- 12.1. All notices or other communications to be given under this Contract shall be made in writing and shall either be delivered by hand or recognized courier (unless otherwise stated) or sent through email/WhatsApp and shall be deemed to be duly given or made when delivered (in the case of personal delivery or courier delivery) or immediately upon being sent through email/WhatsApp provided that a hard copy of such notice or communication is forthwith sent by a recognized courier company to such Party at its address specified against its name above, or at such other address as such Party may specify for such purpose to the other by notice in writing.
- 12.2. The format of the bank guarantee shall be in accordance with the Sample Bid Security included in this RFP Documents. No other formats shall be accepted.
- 12.3. CDA/ MCI will conduct monthly inspections for quality, and safety compliance. Bidder has no right to raised objection on the CDA/MCI inspection team.
- 12.4. The bidder will create software or grant reporting access of existing software to MCI/CDA to ensure booking transparency and transaction.

13. CONFIDENTIALITY



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 13.1. During the term of this Contract and thereafter, both Parties agree to treat as confidential all information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 13.2. The Receiving Party shall use the confidential information solely for the purpose of fulfilling its obligations under this Contract and shall not disclose such confidential information to any third party without the prior written consent of the Disclosing Party, except to the extent necessary for the performance of this Contract or as required by law.
- 13.3. The Receiving Party shall take reasonable measures to protect the confidentiality of the confidential information and to prevent unauthorized use or disclosure thereof.
- 13.4. The obligations of confidentiality shall not apply to information that:
- is or becomes publicly known through no breach of this Contract by the Receiving Party;
 - is rightfully received by the Receiving Party from a third party without breach of any obligation of confidentiality;
 - is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s confidential information; or
 - is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

14. NO ASSIGNMENT

- 14.1. The Bidder shall not assign the whole or any part of this Contract or any benefit or interest in or under the contract without obtaining the written consent of the MCI. Provided sub-contracting/outsourcing will only be allowed to the Bidder to the extent of repair & maintenance services.

15. GOVERNING LAW AND JURISDICTION

- 15.1. Governing Law: This Contract and all matters relating thereto shall be governed and construed in accordance with the laws of Islamic Republic of Pakistan.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- 15.2. Resolution of Dispute: In the event that a dispute arises between the Parties, representatives of each of the Parties having full authority to settle the dispute shall attempt in good faith to settle such Dispute by mutual discussions within a period of thirty (30) days after the date that the disputing Party gives written notice of the Dispute to the other Party.
- 15.3. Dispute Resolution: In the event any difference or dispute arising out of or in connection with the Contract between the Parties cannot be amicably resolved, the same shall be referred to arbitration which shall be conducted in accordance with Arbitration Act, 1940 as amended from time to time and/or any modification or statutory reenactment thereof. The arbitration shall be conducted by a sole arbitrator appointed by the MCI. The seat of arbitration shall be Islamabad and the language of arbitration shall be in English. Each Party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision/award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.

16. SEVERABILITY

- 16.1. If any provision of this Contract is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Contract and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. The Parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

17. NO PARTNERSHIP

- 17.1. Nothing contained in this Contract shall constitute any of the Parties the agent of the others and none of the Parties shall hold itself out as being an agent of the other.

18. COUNTERPARTS

- 18.1. This Contract may be signed in two counterparts and each counterpart taken together shall form one and the same instrument.



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

IN WITNESS WHEREOF this Contract has been executed by the Parties hereto, is intended to be, and is hereby delivered on the date first above written.

<p>For and on behalf of MCI,</p> <p>Name: _____</p> <p>Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____</p> <p>Address: _____</p> <p>CNIC: _____</p> <p>2- Name: _____</p> <p>Address: _____</p> <p>CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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<p>For and on behalf of _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____</p> <p>Address: _____</p> <p>CNIC: _____</p> <p>2- Name: _____</p> <p>Address: _____</p> <p>CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

ANNEXURE-B

AFFIDAVIT

We, (Name & address of the firm), do hereby declare on solemn affirmation that:

1. We have not been blacklisted from any Government/Semi Government department/autonomous body or private company/organization.
2. We have not been involved in any litigation with any client during the last three years.
3. We acknowledge that we have read, understood and accepted the bid document.
4. We understand that the MCI shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the RFP, from any or from all Bidders (s).

(EXECUTIONER)



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

ANNEXURE-C

Designated Locations for Established Padel Tennis Courts

Sr No	Description	Sector
1	Multipurpose Sports Facility	G-11/3
2	Fatima Jinnah Park	F-9
3	Sports Ground	G-8 Markaz
4	Tennis Courts Near Suk Chain Embassy Road	G-5
5	Multipurpose Ground	Street .30 F-8/1



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

ANNEXURE-D

Establishment / Construction Schedule

Sr No	Description	Sector	No of Days after signing of Contract
1	Multipurpose Sports Facility	G-11/3	
2	Fatima Jinnah Park	F-9	
3	Sports Ground	G-8 Markaz	
4	Tennis Courts Near Suk Chain Embassy Road	G-5	
5	Multipurpose Ground	Street .30 F-8/1	

ANNEXURE-E



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

BID SECURITY (Bank Guarantee)

Security Executed on

_____ [Date]

Valid upto

_____ [Date]

Name of Surety (Bank) with Address: _____

[Scheduled Bank in Pakistan]

Name and Address of Principal (Bidder)

Penal Sum of Security Rupees **one million only (Rs. 1,000,000/-)**

[Amount in words] [Amount in figures]

Bid Reference No. _____

[should be same as mentioned on Notice for Expression of Interest]

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder)we, the Surety above named, are held and firmly bound unto [mention name and address of the Employer] (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid Reference No. _____ for _____ [mention Particulars of Bid] to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement by the successful Bidder and providing the Performance Security; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 20.6 of the Instruction to Bidders for the successful Bidder's failure to perform.
- (4) that in the event of a Bidder withdraws its bid during the period of bid validity, the entire said sum be paid immediately to the said Employer pursuant to Clause 20.6 of the Instruction to Bidders.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within *[insert period for furnishing the Performance Security]* days of being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



Metropolitan Corporation Islamabad

Request for Proposals for
Establishment and Operations of Padel Tennis Court in Islamabad

ANNEXURE-F

FINANCIAL BID FORM

Fixed Fee Rent Rs _____/-

Share revenue % Percentage basis _____

Bidder Signature with stamp

Director
Sports, Culture & Tourism Islamabad
Metropolitan Corporation Islamabad

Note:- Rates should be quoted in figures as well as in words)