

## **SUPREME COURT OF PAKISTAN** **EXPRESSION OF INTEREST**

Supreme Court of Pakistan invites sealed bids from well reputed/interested/tax registered firms/Law Books Publishers to rent out/lease out its vacant space measuring 6 feet (width) x 20 feet (length) x 11 feet (height) situated within the premises of the Court.

The said space may be used by the successful bidder for setting up a Book Shop at his own cost to facilitate this Court, lawyers and litigants alike for providing following services:-

- For supplying the law books, law journals/reports and other reference & research resources etc. published by National and International Publishers.
- For providing on line legal resources i.e. e-books, e-journals and digital libraries (databases) of National and International Publishers.
- The successful bidder will also arrange stamp papers/court fee stamps vendor.

The initial contract will be for a period of 03 years, extendable for further 02 years subject to the approval of the competent authority.

The offers of the interested firms/Law Books Publishers must be dropped into Tender Box, placed at Reception/Information Desk of Supreme Court of Pakistan at Islamabad, not later than 11:00 am **on 20<sup>th</sup> June, 2018.** Late submitted/incomplete offers shall not be considered/entertained. The space may be inspected during office hours from 8:30 am to 01:30 pm on weekdays & from 8:30 am to 12:00 pm on Fridays).

Bidding documents containing terms and conditions, evaluation criteria and details are available on PPRA website [www.ppra.org.pk](http://www.ppra.org.pk) and [www.surpemecourt.gov.pk](http://www.surpemecourt.gov.pk). The bids shall be opened **on 20<sup>th</sup> June, 2018** at 12:00 PM in terms of Rules 36 (a) of PPRA Rules, 2004, following "single stage – one envelope" procedure.

The bidders are required to submit Bank Draft/Pay Order (Refundable) of Rs.10,000/- in favor of Registrar, Supreme Court of Pakistan, Islamabad as Call Deposit Receipt (CDR). No financial bid will be entertained in the absence of prescribed Call Deposit Receipt.

The competent authority reserves the right to accept or reject any offer/proposal without assigning any reason.

(A. Shabbir Khan Khattak)  
Deputy Registrar (Admn)

# **SUPREME COURT OF PAKISTAN**

## **BIDDING DOCUMENT**

### **Expression of Interest**

#### **FOR RENTING OUT/LEASING OUT SPACE FOR BOOK SHOP**

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## **1. Introduction of Lessor:**

Supreme Court of Pakistan (hereinafter to be called "lessor") established under the Constitution of Pakistan, 1973, is the highest appellate court of the country. It is the final arbiter of the law and the Constitution of Pakistan.

## **2. Objectives of Expression of Interest (EoI):**

Through this Expression of Interest (EoI), lessor intends to lease out space for setting up a book shop. The book shop will be built/setup thereon by the successful bidder at his own cost, with a view to facilitate this court, lawyers and litigants alike in an efficient and transparent manner. The selected bidder is required to comply with all terms of the "Contract" as provided in this document. The objectives of this EoI document are as follows:

- i) To provide basic understanding of requirements to the prospective bidders
- ii) To list general instructions for the prospective bidders
- iii) To provide the scope of work
- iv) To define eligibility criteria for the prospective bidders

## **3. Invitation to Bids**

### **3.1 PPRA Rules to be followed**

Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA's website:

<http://ppra.org.pk/doc/rules.pdf>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under the Public Procurement Rules, 2004.

### **3.2 Mode of Advertisement(s)**

- a. As per Rule 12(1), this Advertisement is being placed online at PPRA's website.

- b. As per Rule 12(2), this Advertisement is also being placed online at the website of Supreme Court of Pakistan i.e. <http://www.supremecourt.gov.pk>. The bidding document carrying all details can be downloaded from the said websites.

#### **4. Evaluation Criteria**

- i. The firm/Law Books Publisher must have minimum 4 years' relevant experience.
- ii. The firm/Law Books Publisher shall attach its profile giving details of its experience in the relevant field.
- iii. The firm/Law Books Publisher should not be black-listed by any Government/semi-Government department/autonomous body or private company for which an affidavit on Stamp Paper duly signed by the bidder and notarized shall be attached with the bid.
- iv. The firm/Law Books Publisher will have their permanent office in Pakistan and complete postal addresses, telephone numbers, fax numbers and E-mail address etc. will also be attached with the bid for confirmation by the Lessor.
- v. The firm/Law Books Publisher will provide copies of NTN and STRN Certificates issued from FBR, Proof of Active Tax Payer List (ATL) from the web-site of FBR with the bid.

#### **5. Instructions to Bidders**

- i. As per Rule 36(a), Single Stage – one Envelope Bidding Procedure shall be followed.
- ii. The sealed proposals complete in all respects addressed to Deputy Registrar (Admn) must be dropped into Tender Box, placed at Reception/Information Desk of Supreme Court of Pakistan at Islamabad on prescribed dates as mentioned in the "Expression of Interest".

- iii. "Technical" and "Financial" proposals should be separately submitted in one envelope.
- iv. The Proposals will be opened by Deputy Registrar (Admn) on the same day i.e. **20<sup>th</sup> June, 2018** at 12.00 noon in presence of bidders or their authorized representatives who may wish to witness bid opening proceedings.
- v. Financial proposal must be accompanied by Rs.10,000/- (Bank Draft in favor of Registrar, Supreme Court of Pakistan) as Call Deposit Receipt. In case of more than one financial bid, Call Deposit Receipt must be deposited with each such bid separately.
- vi. The bid validity period shall be effective till completion of whole procurement process.
- vii. The firm/Law Books Publisher shall deliver services within 30 days after signing the contract.
- viii. Lessor reserves the right to reject any or all the proposals, submitted in response to this Expression of Interest notice prior to acceptance.
- ix. Incomplete proposals shall be rejected.
- x. Bids received through Fax/Telex/Email and after due date/ time will not be considered.
- xi. Lessor has right to amend or add any condition(s) mentioned in this document.
- xii. The selected bidder shall submit security amount of (refundable) Rs.1,00,000/- in favour of Registrar Supreme Court of Pakistan in the form of Banker's cheque.
- xiii. The reserved rent may be Rs.21,000/- per month and the highest bid over and above this reserved rent may be accepted.
- xiv. In case of extension of contract the lessee will have to pay 25 % enhanced rent as per law.

**6. Procedure of Tender Opening**

The Purchase Committee shall, on 20<sup>th</sup> June, 2018 at 12:00 noon, open the Technical and Financial proposals in the presence of the bidders and contents thereof shall be read out to them. The Committee will then evaluate all the technical as well as financial proposals and will convey to the bidder about the acceptance of the bid after getting approval of the Competent Authority.

**7. Scope of Services**

The selected firm/Law Books Publisher will be responsible for the provision of the following services for the facility of this Court, lawyers and litigant public as per terms and conditions of the contract:-

- i) The selected firm will supply the Law Books, Law Journals/reports and other reference and research resources etc. published by the national and international publishers.
- ii) The selected firm will provide on-line legal resources i.e e-books, e-journals and digital libraries (data-bases) by the national and international publishers.
- iii) The selected firm will also arrange a stamp paper/court fee stamp vendor who will be responsible to ensure uninterrupted supply of stamp papers, court fee stamps etc.

**DRAFT LEASE AGREEMENT TO BE SIGNED BETWEEN  
THE PROCURING AGENCY AND THE SUCCESSFUL BIDDER**

This lease agreement is made at Islamabad on 1<sup>st</sup> day of July 2018, between ..... proprietor of..... (name of the firm), hereinafter called the Lessee( which term shall mean and include his heirs, successors, legal representatives, administrators and/or assignees) of the one part;

AND

Assistant Registrar (General-II), Supreme Court of Pakistan, Constitution Avenue, Islamabad, on behalf of this Court, hereinafter called LESSOR (which term shall mean and include his successors and/or assignees) of the other part;

WHEREAS, the said lessee is the proprietor of \_\_\_\_\_(name of the firm) and has agreed to setup a book shop at his own cost and expense in the Supreme Court Building, Islamabad adjacent to post office in order to facilitate this Court, lawyers and litigants alike for providing following services for the period of three years commencing from 01.07.2018 to 30.06.2021:-

- For supplying the law books, law journals/reports and other reference & research resources etc. published by National and International Publishers.
  - For providing on line legal resources i.e. e-books, e-journals and digital libraries (databases) of National and International Publishers.
- The successful bidder will also arrange stamp papers/court fee stamps vendor.

**TERMS & CONDITIONS**

- i) That the lessee has already deposited Rs.1,00,000/- (Rupees one hundred thousand only) as security deposit vide CDR No..... dated ..... which will be refunded at the time of conclusion of the lease agreement after deducting wear and tear / dues, if any.
- ii) That the lessee will arrange a vendor of stamp papers/court fee stamps in order to provide the same on official rates.
- iii) If the lessee fails to provide satisfactory services within agreed period or is found to be indulging in corrupt or fraudulent practices, the SCP shall

proceed against the lessee under the relevant rules.

iv) That the lessee will ensure the staff deputed in shop is well disciplined and well mannered.

v) That the duration of time for availability of the requisite facilities including the availability of stamp papers/court fee stamps vendor will be at least from 8:30 a.m. to 4:00 p.m. on weekdays and from 8:30 a.m. to 12:00 p.m. on Fridays.

vi) That the lessee will deposit rent per month (as may be approved by the Competent Authority) latest by 5<sup>th</sup> of each month in advance.

vii) That the lessee will follow the instructions issued by the lessor from time to time.

viii) That after the expiry of lease period, the lease can be extended with mutual understanding of both the parties.

ix) That in case of non-payment of the rent in advance the lessor would be competent to terminate the lease agreement and take over the possession of the premises and the lessee would have no objection on it and will hand over the peaceful possession of the said premises to the lessor.

x) That the lessee would not sub-let the premises in question or any portion thereof to any other person throughout the tenure of this lease.

xi) That the lessee would not make any structural alteration in the premises.

xii) That the premises leased out will be used only for the purpose of setting up the bookshop and provision of other facilities as mentioned in Scope of Service in this documents.

xiii) That the lessor has no objection if the lessee installs a telephone and/or fax connection in the above said premises at his own name and his own cost and expense.

xiv) That all the charges/bills pertaining to electricity ( according to reading of the sub-meter to be installed by the lessee), telephone etc . during the tenure of this lease shall be paid regularly by the lessee along with such charges as incurring of fines, if any in case of delayed payment, dis-connection or arising due to the delayed payment.

- xv) That the lessee will keep in good condition all the fittings and fixtures in the said premises.
- xvi) That the lessee and the lessor both may terminate this lease agreement by giving one month notice in writing during lease period.
- xvii) That the lessee shall deliver the peaceful possession of the said premises after the expiry of the lease in good and acceptable condition.
- xviii) The lessee as well as the lessor do hereby irrevocably accept the terms and conditions of this lease.

**In witness whereof the lessor and the lessee has executed this indenture and subscribe their names and set their respective signature on the date first above written in presence of the witnesses thereof.**

Lessor

Lessee

Witness

Witness

## **AFFIDAVIT**

We, [Name & address of the firm/Law Book Publisher], do hereby declare on solemn affirmation that:

1. We have not been blacklisted from any Government/semi Government department/autonomous body or private company.
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 tender document.
4. We understand that the Lessor shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the tender, from any or all the contractor(s).

### Firm/Law Books Publisher's Profile

S.No.	Required information	Detail
1	Legal Name:	
2	Year of Establishment	
3	National Tax Number	
4	Sale Tax Registration Number	
5	Name & Designation of Head of Organization	
6	Address:	
7	Phone (s):	
8	Fax:	
9	Email:	
10	Website address (if any):	
11	Name & Designation of "Contact Focal Person" (at least 02)	
12	Phone, Fax and Mobile No: E-mail of Focal Person (s)	