

10 January 2024

Tender Notice No. TEL/ADM/862/01/2022/1



Embassy of India
Tel Aviv

NOTICE INVITING TENDER

The Embassy of India, Tel Aviv, intends to acquire a residential property for official use of the Embassy. For this purpose, the Embassy wishes to engage the services of a reputed Lawyer/Law Firm specializing in real estate for completion of all legal formalities related to the acquisition of property. The Lawyer/Law Firm should be registered or licensed to provide such legal services in Israel. Interested firms/agencies may submit their quotations to the Embassy in sealed envelopes. **Bidders shall submit their bid in a large sealed envelope super-scribed, "Legal Services Bids", for Embassy of India, Tel Aviv, which shall have following three separate sealed envelopes inside:**

Envelope A: This envelope shall be super-scribed as "**BSD**". It shall contain Bid Securing Declaration (BSD) as per the conditions at para 6 of the Tender document and Annexure I, failing which the bid shall not be considered.

Envelope B: This envelope shall be super-scribed as "**Technical Bid**". It shall contain documents establishing the technical eligibility of the firm (registration certificate, work experience, certificates from clients indicating satisfactory services etc.) and other documents required to establish sound financial condition of the firm.

Envelope C: This envelope shall be super-scribed as "**Financial Bid**". It shall contain the financial bid, as per para 5 below.

No tender documents will be accepted after the expiry of stipulated date and time under any circumstances. The bid shall be neatly arranged, plain and intelligible. Each page of the bid should have authorized signatory/seal of the firm. It is emphasized that the Financial Bid must be submitted in a separate sealed envelope (C) inside the large sealed envelope bid. **Bids shall not be considered in case the BSD is not submitted and will be rejected summarily.**

1. Scope of work: The Embassy/Embassy intends to acquire an independent residential property in the **Herzliya Pituach** area at an approximate cost of about 100 million NIS (excluding VAT). The purchase price is not final and the aforementioned approximate amount

is subject to change. The lawyer/law firm shall provide the following services in this regard:

- a. Consultations/guidance and assistance to the Embassy in the purchase of property including vetting of documents from legal and other angles following which **a legal due-diligence report will be submitted to the Embassy in English language.**
- b. The Legal due diligence report should include the following: verification of ownership documents and sale/lease deeds; status of the land on which property is situated; current permits of building “as is”: building rights and permits, completion certificates, fire safety clearances; land use: designated use of building today, zoning of building and zoning regulations; zoning of neighbouring buildings; future planning and zoning of the current building as well as buildings in the immediate area; legal rights to construct additional space on site; any liens on the property; transfer rights; ensuring the property has relevant permits from all relevant governmental and other authorities tax ramifications to purchase of the property including VAT, Purchase tax etc, taxation and levies and eligible exemptions for the diplomatic embassies in Israel.
- c. Upon completion of legal due-diligence, obtaining the draft Sale Purchase Agreement from the owner’s lawyer, amending the Sale–Purchase Agreement as per local laws, in both (local language) and English in consultation with the Embassy, negotiation procedure of the Agreement with owner’s lawyer and notarization of Sale–Purchase Agreement and other related documents as per local regulations/requirements.
- d. Completion/smooth discharge of all legal formalities, obtaining necessary approvals etc. from local authorities related to the acquisition of the property.
- e. Advise/assist the Embassy on all financial matters like payments etc. relating to the purchase transaction etc.
- f. Advise/assist the Embassy in handling all legal aspects of the property purchase transaction including follow–up with local authorities till such time the title of the property is actually transferred in the name of the Embassy.
- g. Advise and assist the Embassy in obtaining permits from local authorities for minor modification/renovation, including perimeter/security fencing works at the property.

2. Eligibility Criteria: Documentary evidence of registration and experience along with information on the following aspects should be submitted as part of technical bid. The bidding firms/parties should fulfil the following general/technical requirements:

- i. Lawyer/Legal firm should be locally registered and appropriately qualified in accordance with Israel’s laws; Firms should enclose valid certificate of incorporation & VAT registration certificate from the concerned authority in Israel;
- ii. Lawyer/Legal Firm should have at least 10 years of experience in carrying out such advisory and evaluation;
- iii. Lawyer/Legal Firm should have assured financial standing; Firm may provide three years financial statements / IT Returns / Balance Sheet etc as proof;
- iv. Lawyer/Firm should have a team of well-trained personnel for carrying out the work mentioned under the scope of work; The firm should undertake to depute an adequate team which shall be continuously available in a dedicated manner for the completion of services under the scope of work at the earliest and in any case within the

- timeframe stipulated in the tender; Firms should indicate details of such team;
- v. Lawyer/Legal Firm must furnish proof of having undertaken similar legal advisory and due diligence for properties (at least three in the last five years), the valuation of each property being NIS 50 million or more;
 - vi. Firm should give references of parties with regard to their previous work experience, preferably with diplomatic Missions/Embassies in Israel, in handling real-estate transactions;

3. Time Frame: The selected lawyer/law firm would be expected to immediately start the work in coordination with the Owner of the property and the Embassy, and submit the Legal Due Diligence Report in respect of the property to the Embassy within a period of 45 days from the date of letter of appointment. Upon completion of legal due-diligence process, the draft Sale Purchase Agreement is to be obtained from the owner's lawyer for negotiation of the final agreed text. Subsequently, the lawyer/lawfirm would also be required to advise and assist the Embassy in obtaining related permits from local authorities for minor modification/renovation, including perimeter/security fencing works at the property.

4. Period of validity of bids: The bid shall remain valid for a period of **45 days** from the date of the opening of the bid or up to any mutually extended period. A bid valid for a shorter period shall stand rejected.

5. Fees: The lawyer/law firms should submit their quote indicating lump-sum fees for the whole work in New Israeli Shekel (NIS), excluding VAT, with authorized signatory and seal of the firm as per Annexure IV. The quote should include all expenses on the part of lawyer/lawfirm, including all incidentals, if any. Hourly quotation of fees will be summarily rejected. The quotation for fees may be submitted in a separate sealed envelope duly super-scribed as Financial Bid. The price quoted shall be considered firm and no price escalation will be permitted during the period of property acquisition.

6. Conditions:

(a) **Bid Securing Declaration:** Prospective bidders shall submit a Bid Securing Declaration as per the format at Annexure I. Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

(b) **Performance Guarantee:** The successful bidder will submit a 'Letter of Acceptance' in writing and 'Performance Guarantee' amounting to NIS 50,000, within 7 working days of award of contract/order. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per format at Annexure-II) and should be valid up to 30 days beyond the stipulated date of completion of work.

(c) **Liquidated Damages:** In case of any delays on the part of the firm to submit the Due

Diligence Report/other services specified in the Letter of Appointment, within the stipulated period, the firm shall be liable to pay the Embassy, liquidated damages @ 0.5 % per week, subject to a maximum of 10 % of the accepted tender cost.

(d) **Suspension from further participation**: The bidder shall be suspended and barred from further participation in any Tenders of the Embassy or Government of India in the following cases:

- (i) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- (ii) If the successful bidder fails to furnish the 'Letter of Acceptance', in writing, within 7 working days of award of contract/order.
- (iii) If the successful bidder fails to furnish the Performance Guarantee, within 7 working days of award of contract/order.
- (iv) If the successful bidder withdraws or modifies the bid during the period of validity or after award of work.

(e). It is clarified that the Israeli Tender Laws shall NOT be applicable to this tender. The Embassy of India reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever. The Embassy of India reserves the right to choose any or none of the bidders without disclosing any details whatsoever to the bidders. The decision of the Embassy shall be final and binding on all parties. Details of property will be disclosed only to selected bidder.

(f). In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Embassy of India, Tel Aviv's interpretation of the clauses shall be final and binding on all parties.

(g). Embassy of India, Tel Aviv may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of any Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as the future acts of nature (like earthquakes, floods, storms etc), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

7. Payment modalities: The entire fee will be paid following the successful completion of the purchase transaction, as per the following terms. The fee (80% of the entire sum) will be released to the firm, within 30 days of submission of correct and complete bills on successful completion of the firm's entire obligations under the contracted scope of work, except the work specified at para 1(g) above i.e. after the signing of the Sale-Purchase Agreement and the transfer of the title of the property in the name of the Embassy. The remaining fee (20% of the entire sum) will be released to the firm within 30 days of the successful completion of work mentioned in Para 1(g) above i.e. advising and assisting the Embassy in obtaining

permits from local authorities for minor modification/renovation, including perimeter/security fencing works at the property.

8. The Contractor will maintain complete confidentiality with respect to the details of the property, transaction and the contents of the Due Diligence Report/other services provided to the Embassy.

9. At any time, prior to the deadline for submission of bids, Embassy of India, Tel Aviv may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document. **If any clarification is required, the Embassy may be contacted at hoc.telaviv@mea.gov.in.**

10. Interested firms/agencies, reputed and having sufficient expertise and experience may send their response/quotation in a sealed envelope, clearly mentioning and enclosing the following:

- (a) Bid Securing Declaration in a separate sealed *Envelope A* superscribed as BSD (Refer Annexure I)
- (b) Acceptance of the conditions as mentioned at para 6 above, along with other requisite documents as indicated para 2 above in a separate sealed *Envelope B* superscribed as Technical Bid (Refer Annexure III)
- (c) Lump-sum amount quoted by the firm towards fees in a separate sealed *Envelope C* superscribed as Financial Bid. (Refer Annexure IV)

The bids, in sealed envelopes, shall reach the following address not later than 1700hrs on 31 January 2024 to:

The Head of Chancery
Embassy of India
140, Hayarkon Street
PO Box No 3368
Tel Aviv – 6345103.

11. The Technical Bids will be opened on 1 February 2024 at 1500 hrs at the Embassy of India, 140 Hayarkon Street, Tel Aviv, by a committee authorized by the Competent Authority of this office. The authorised representatives of the bidders shall be permitted to attend the bid opening. The financial bids of only those bidders, who have submitted the BSD and whose technical bids are accepted, shall be opened by the Committee authorized for the purpose at a time and date that will be separately communicated.

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, I/we will be suspended for the period of time specified in the request for bids document (2 years, if not specified) from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date _____

Signature(s) _____

Stamp _____

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Acquisition of Property _____

Name and Address of Beneficiary: Embassy of India, 140 Hayarkon Street, Tel Aviv.

Date:

Whereas M/s _____ (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property in Tel Aviv for Embassy of India, Tel Aviv, and one of the tender conditions is for M/s _____ (*Name of the Firm with address*) to submit a Bank Guarantee for Performance Security amounting to NIS 50,000. In fulfilment of the Tender conditions, we, _____ (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of NIS 50,000.

2. This guarantee is valid for a period of ____ days and up to _____ (*30 days beyond the stipulated date of completion of work*) and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to NIS 50,000.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from _____ (*date of issue*) up to the _____ (*30 days beyond the stipulated date of completion of work*) and claims under this guarantee should be submitted not later than _____ (*from date of expiry*).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of Israel and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of Israel's Courts.

Date:

Place:

Name:

Signature:

TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on bidder's letterhead)
LETTER OF BID

Dated: ___ January 2024

To,
Head of Chancery
Embassy of India
140, Hayarkon Street
Tel Aviv

Ref: Tender Notice No. TEL/ADM/862/01/2022/1 dated 10 January 2024.

I/We, the undersigned, declare that:

1. I/We have examined the tender and have no reservations to participate in the tender.
2. I/We have enclosed relevant documents as listed in Para 2 of the Tender outlining our eligibility to participate in the Tender)
3. I/We offer to execute in conformity with the bidding documents, for providing LEGAL SERVICES for the Embassy regarding its purchase of an independent residential property located in Herzliya Pituach.
4. Our bid shall be valid for a period of 45 days from the date of the opening of the bid or up to any mutually extended period agreed subsequently.
5. If our bid is accepted, we commit to submit a Performance Guarantee in accordance with the terms of the tender.
6. I/We also understand that the payment will be released only after the successful completion of the property purchase transaction as per Para 7 of the tender.
7. I/We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
8. I/We understand that the Israeli Tender Laws shall NOT be applicable to this tender and also undertake to accept all the terms and conditions of this tender, including those at para 6, and undertake to abide by them.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation
Seal of the Lawyer/Lawfirm

FINANCIAL PROPOSAL SUBMISSION FORM

(To be printed on bidder's letterhead and submitted in a separate sealed envelope)

FINANCIAL BID

Dated: __ January 2024

To,
Head of Chancery
Embassy of India
140, Hayarkon Street
Tel Aviv

Ref: Tender Notice No. TEL/ADM/862/01/2022/1 dated 10 January 2024

Our Price Schedule for providing LEGAL SERVICES to the Embassy for the purchase of a property in Herzliya Pituach.

Name of the Firm	Address for Correspondence	Contact Details	Total Quote (NIS) excluding VAT for the service rendered
			<i>[please enter as a percentage (%) of the final purchase value of the property, excluding the VAT component involved in the purchase transaction]</i>

The total quoted price is inclusive of the cost of providing legal due-diligence verification report estimated at _____ NIS. *(please enter an absolute value here)*

Note:

- i. Above quoted prices for the work in entirety for all elements of the scope of work, excluding VAT for the service rendered, but inclusive of all other taxes and other charges / incidentals etc.
- ii. Certified that rates quoted are as per specifications, terms & conditions mentioned in the tender document, including the validity of the bids.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation
Seal of the Lawyer/Lawfirm