

**Embassy of India
Tel Aviv

**Tender Notice No. TEL/ADM/862/01/2022/1 &
Tender Notice No. TEL/ADM/862/02/2022/1**

15 February 2024

CORRIGENDUM no-3

**Subject: 1. Selection of a lawyer/law firm in connection with acquisition of a property in Tel Aviv
2. Selection of a lawyer/law firm in connection with acquisition of a residential property in Herziliya Pituach.**

The following clarifications and amendments are hereby issued in connection with above mentioned two tenders.

Sl.No	Queries received	Clarification	Amended Clauses
1 a).	Following Section 9 of the Tender notice could you please advise us as to potential scenarios: After our Due Diligence is completed, we advise you not to proceed with the purchase of the property and you follow our advice and stop the purchase process.	In case the purchase is not successful, for whatsoever reason, after the submission of legal due diligence report by the law firm, the amount quoted by the bidder in Annexure-IV i.e 'Financial Submission Proposal Form' towards the "cost of providing legal due-diligence	Addition to para 7- 'Payment modalities' of the Notice Inviting Tenders In case the purchase is not successful, for whatsoever reason, after the submission

b)	After the Due Diligence is completed, we advise you to proceed with the purchase of the property, but you decide not to proceed with the purchase the property.	verification report” only would be paid, subject to a maximum limit of 10% of the final tender award value (excluding VAT). The payment of legal fee will be released within 3 months (90	of legal due diligence report by the Law Firm, the amount quoted by the bidder in Annexure-IV i.e ‘Financial Submission Proposal Form’ towards the “cost of providing legal due-diligence
c).	How (if at all) would the fees of the law firm awarded the tender be calculated and paid, if the negotiations are abandoned prior to the completion of the transaction (for example – if material issues are revealed during the due diligence process, or the parties end up not agreeing on a material provision of the Purchase and Sale Agreement)? One solution to such an event would be to charge the Embassy some agreed hourly rate for the work performed until such time, with an agreed cap (however, the tender documents preclude the submission of such proposals).	days) from the date of written decision of cancellation of acquisition process.”	verification report” only would be paid, subject to a maximum limit of 10% of the final tender award value (excluding VAT). The payment of legal fee will be released within 3 months (90 days) from the date of written decision of cancellation of acquisition process.”
d).	Can you please explain why a separate quote has been assigned for preparation of the due diligence report,		

	as no reference is made to this in the tender invitation.		
2.	Regarding the fees - pursuant to section 5, we understand that our firm will need to submit a quote indicating lump-sum fees covering the whole work (as likewise stated in section 10(c)). However, Annex IV stipulates that the quote should be a percentage of the final purchase value of the property (excluding VAT). Could you therefore kindly clarify which type of quote you wish to receive, i.e., either lump-sum fees or a percentage of the purchase price of the property.	<p>The quote shall be submitted as per Annexure-IV, Financial Submission Proposal Form, as a percentage of the final purchase price.</p> <p>By lumpsum, the Embassy indicates that a single all-inclusive price is to be quoted by the bidder expressed as a percentage of the final purchase price.</p>	
3. a).	Due diligence requires hiring 3rd party experts to submit opinions on different aspects of the property as described in the Tender Notice. Will you reimburse us for those expenses if you decide not to proceed with the purchase?	Embassy would separately obtain the Structural Soundness and Market Evaluation Reports by independent professional evaluators before signing the Sale Purchase Agreement.	

<p>b).</p>	<p>Regarding the scope of work - section 1(b) includes inspections that do not fall within the realm of services provided by lawyers, but rather in the realm of services provided by other professionals. Thus, examination of the building rights and permits, zoning of the property and of neighbouring buildings and any future planning and zoning, will need to be carried out either by a land appraiser or architect/building engineer. The same holds true with respect to verifying the existence of fire safety clearances - such inspection should be performed by the relevant industry expert, namely, an engineer or fire safety specialist. We accordingly suggest that the Embassy engage directly with a reputable land appraiser and engineer/building inspection company for carrying out the inspections related to the relevant building rights and permits and compliance therewith, the fire safety clearances as well as all current and future zoning of the property and neighbouring properties,</p>	<p>However, for the scope of work mentioned in this tender, if any hiring of 3rd party experts is needed, as deemed by the bidder, then the quote submitted by the bidder should be inclusive of those expenses to be made by the law firm and no separate reimbursements would be entertained in any circumstance.</p> <p>The scope of work remains unchanged.</p>	
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	and that all references to such inspections in the tender invitation are deleted from the scope of work pertaining to the legal formalities related to acquisition of the property		
4.	Within the due diligence process, has the Embassy of India obtained or does it plan to obtain a valuation of the proposed properties from a qualified real estate appraiser? If so - would the law firm awarded the tender receive a copy of such report or would the law firm be expected to retain the services of a real estate appraiser at its own expense?	Embassy plans to obtain a valuation of the proposed properties from a qualified real estate appraiser, after the property is clear from the angle of legal due diligence as per the report submitted by the law firm. The structural and market evaluation/valuation reports would be shared with the law firm hired by the Embassy through the tender, after it submits the legal due diligence report and before proceeding ahead with the signing of the sale-purchase agreement.	
5.	For the modification work, does the Embassy plan to retain the services of a qualified architect (who would typically be the one to submit the	Embassy would be separately engaging a qualified architect for the purpose of modification work after requisite legal, structural and market evaluations prior to	

	application for the building permit with the relevant municipality)?	the signing of sale-purchase agreement.	
6.	As a large, distinguished, leading and reputable Israeli law firm, we kindly ask that we be exempt from: a. submitting proof of financial standing as set forth in section 2(iii), particularly since the tender invitation does not qualify what is meant by "assured financial standing"; and b. providing a performance guarantee as set forth in section 6(b).	No exemptions would be provided, as requirements are uniformly applicable to all bidders.	

2. The last date for submission of bids for both the Tender Notices remains 29 February 2024 (1700 hrs Israel Time). **Firms** who are yet to submit their bids and those who have already submitted their bids but wish to re-submit their bids are advised to do so within the stipulated deadline.

-----End of Corrigendum no-3-----