



**Embassy of India
Zagreb

NOTICE INVITING TENDER

The Embassy of India, Zagreb, intends to acquire a 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 Croatia. 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, Zagreb, which shall have following three separate sealed envelopes inside:

Envelope A: This envelope shall be super-scribed as "**EMD**". It shall contain Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee or a print-out of online payment towards EMD, as per conditions mentioned at para 6 below.

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.

1. Scope of work: The Embassy/Embassy intends to acquire a property in the vicinity of the Embassy of India located on Bijenik 152b, Zagreb at a cost which will be agreed between the owner and the Embassy. 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.
- (b) Drafting of Sale-Purchase Agreement as per local laws, in both (local language) and English, and notarization of Sale-Purchase Agreement (to be modified as per local regulations).

- (c) Completion/smooth discharge of all legal formalities, obtaining necessary approvals etc. from local authorities related to the acquisition of the property.
- (d) Advise/assist the Embassy on all financial matters like payments etc. relating to the purchase transaction etc.
- (e) 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.

2. Eligibility Criteria: The lawyer/legal firm should be should be locally registered and appropriately qualified in accordance with Croatia's laws and have at least 10 years of experience in carrying out such evaluation. Documentary evidence of registration and experience should be submitted as part of technical bid.

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 draft Sale-Purchase Agreement etc. to the Embassy within a period of 3 weeks from the date of letter of appointment.

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, exclusive of VAT. 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.

6. Conditions:

(a) **EMD:** Prospective bidders shall deposit an amount of Euros _____ (*to be indicated as 5% of estimated total cost of such services*) with the Embassy as Earnest Money Deposit (EMD). This can be in the form of a Bank draft or Banker's cheque in favour of 'Embassy of India, Zagreb' or Online payment to the Embassy's official bank account *or* an unconditional and irrevocable Bank Guarantee (as per format at Annexure-I). EMD shall be submitted in a separate sealed envelope. EMD shall have to remain valid for a period of **45 days** beyond the final bid validity period. The EMD received from unsuccessful bidders will be returned to them after finalization and award of contract to the successful bidder. EMD of the successful bidder will be returned after submission of the Performance Bank Guarantee.

(b) **Performance Guarantee:** The successful bidder will submit a 'Letter of Acceptance' in writing and 'Performance Guarantee' @ 5% of the accepted tender amount, within 7 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/draft Sale–Purchase Agreement/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) **Forfeiture of EMD:** The EMD shall be forfeited 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 days of award of contract/order.
- (iii) If the successful bidder fails to furnish the Performance Guarantee, within 7 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.

7. **Payment modalities:** The entire fee (100%) will be released to the firm in lump–sum, within 45 days of submission of correct and complete bills on successful completion of the firm’s entire obligations under the contract i.e. when the Sale–Purchase Agreement is signed and the title of the property is actually transferred in the name of the Embassy.

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

9. If any clarification is required, the Embassy may be contacted at hoc.zagreb@mea.gov.in.

10. Interested firms/agencies, reputed and having sufficient expertise and experience may send their response/quotation in a sealed envelope (along with EMD of Euros -----), clearly mentioning the following:

- (a) Lump–sum amount payable to the firm towards fees (as part of Financial Bid).
- (b) Acceptance of the conditions as mentioned at para 6 above (as part of Technical Bid), along with other requisite documents as indicated at Envelope B.

The bids, in sealed envelopes, may be sent to the following address not later than 26 October 2023 to:

The Head of Chancery
Embassy of India
Bijenik 152b
10000 Zagreb

11. The Technical Bids will be opened on 27 October 2023 at 12:00 hrs at the Embassy of India, Bijenik 152b, Zagreb, 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 EMD 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.

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: Acquisition of Property

Name and Address of Beneficiary: Embassy of India, Bijenik 152b, 10000 Zagreb

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property for Embassy of India, Zagreb, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Earnest Money Deposit amounting to Euros _____. In fulfillment 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 Euros _____.

2. This guarantee is valid for a period of 90 (Ninety) days* 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 Euros _____.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 90 days from date of issue*) and claims under this guarantee should be submitted not later than (*date after 90 days from date of issue*).

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 Croatia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of the Courts of Croatia.

Date:

Place:

Name:

Signature:

[*45 days beyond the final bid validity period of 45 days.]

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Acquisition of Property

Name and Address of Beneficiary: Embassy of India, Bijenik 152b, 10000 Zagreb

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property for Embassy of India, Zagreb, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Performance Security (*5% of the accepted tendered amount*) amounting to Euros _____ (*5% of the accepted tendered amount*). 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 Euros _____ (*calculated as 5% of the accepted tendered amount*).

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 Euros _____ (*5% of the accepted tendered amount*).

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 Croatia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of Croatia's Courts.

Date:

Place:

Name:

Signature: