



सत्यमेव जयते

Embassy of India
Tehran

NOTICE INVITING TENDER

**FOR SELECTION OF A LAWYER/LAW FIRM
IN CONNECTION WITH ACQUISITION OF A PROPERTY IN TEHRAN**

The Embassy of India, Tehran, intends to acquire a property for its new Chancery premises in Tehran. For this purpose, the Embassy intends to hire the services of a Lawyer/Law Firm specializing in real estate. The Lawyer/Law Firm should be registered or licensed to provide such legal services in Iran. Interested Lawyers/Law Firms may send their offers/quotations, by email to the following email id latest by 1800 hour (Iran time) on 31.01.2025.

Email id -

hoc.tehran@mea.gov.in

**Embassy of India
Tehran**

NOTICE INVITING Bids

1. Scope of work: The Embassy of India, Tehran, intends to acquire a property to build its Chancery premises in Tehran. The area of the plot size will be 5000 – 8000 square meters. The lawyer/legal firm shall provide the following services in this regard :

- i. Submit a legal due-diligence report in English to the Embassy for the selected property. This report should include :
 - (a) Verification of ownership of the property.
 - (b) Any potential legal encumbrances including competing liens, if any, on the property.
 - (c) Land-use norms and zoning regulations of the property and the neighbourhood.
 - (d) Building rights and permits.
 - (e) Municipal, mutation, registration fees.
 - (f) Taxation, levies, eligible exemptions for Diplomatic missions in Tehran.
- ii. Submit a market evaluation report , certified/prepared by a market evaluator registered in Tehran, within 30 days of award of contract. This report should include :
 - i. Current market price for the selected property (in both Iranian Rial and equivalent US dollars)
 - ii. Land plot and building data (cadastral information).
 - iii. Location and neighbourhood value.
 - iv. Assessment of land/ground/building value taking into account the structural condition, degree of user variability (office/residence), and its ambience value.
 - v. Land lease, building rights and encumbrances influencing the value.
 - vi. Any other work which falls under the ambit of evaluation of market price as per local/international norms.
- iii. Drafting of a Sale – Purchase agreement as per local laws. It may be noted that Embassy may request changes in the draft as per its requirements.
- iv. Provide legal guidance and assistance to the Embassy through the process of purchase of property, as requested.
- v. Completion and smooth discharge of all legal formalities, obtaining necessary permission from and subsequent follow up with local authorities, notarization, legal validation of all documents, till the title deed is transferred and registered locally in the name of Embassy of India.

- vi. Advise Embassy in financial matters related to the purchase of property, if requested.
- vii. All documents must be submitted in both English and Farsi unless otherwise specified.

2. Eligibility Criteria:

- i. The lawyer/legal firm should be locally registered and appropriately qualified in accordance with Iran's laws and have at least 10 years of experience in carrying out such work. Documentary evidence of registration and experience should be submitted as part of bid.
- ii. The lawyer/legal firms should furnish proof of having undertaken similar legal advisory work, valuation of each property being USD 20 million or more, with other diplomatic missions or international companies in Tehran.
- iii. The lawyer/legal firm should not be under sanctions from the UN.
- iv. The lawyer/legal firm should not have clients which are sanctioned by the UN at the time of submitting the bid, or for the duration it represents the Embassy of India, if selected.

3. Time Frame:

- i. 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 documents as per 1(i) and 1(ii) as defined in the Scope of Work within 30 days of receiving the letter of appointment.
- ii. On completion of 1(i) and 1(ii) as per the Scope of Work, the selected legal firm should carry out the rest of scope of work in consultation with the Embassy.
- iii. The selected legal firm should submit the first draft of the Sale and Purchase agreement within 30 days of it being requested by the Embassy.

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, **in USD**. Hourly quotation of fees will be summarily rejected. The legal firm may indicate the foreign currency (USD, Euro, AED) it wishes to be paid in, but quotations must be submitted in USD only.

6. Conditions:

(a) **Bid Securing Declaration:** Interested law firms shall submit a Bid Securing Declaration as per format at Annexure I. Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of the Government of India, for a period of two years from the date of publication of this tender notice.

(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) in a bank in Iran, 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 (*to be modified as per requirement*), 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 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.

(e) **Other Conditions:** It is further clarified that Iranian tender laws shall not be applicable to this tender. The Embassy of India reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. The Embassy of India reserves the right to chose any or none of the bidders without disclosing any details to the bidders. This decision of the Embassy shall be binding on all parties. Details of the properties shall be disclosed only to the selected bidder.

(f) **Disputes:** In case of any dispute/ambiguity in the interpretation of any of the clauses in this tender document, Embassy of India, Tehran’s interpretation shall be final and binding on all parties.

7. Payment modalities: The fee will be paid within 30 days of submission of correct and complete corresponding bills following the successful completion of milestones, as per the following terms :

Scope of Work	Milestone	Payment of % of total bid amount
1(i) and 1(ii)	Legal due diligence and Market Evaluation reports	30%
1(iii), 1(iv), 1(vi) and 1(vii)	Sale purchase agreement, legal advice	50%
1 (v)	Transfer of deed and completion of legal formalities with local authorities	20%

8. The law firm shall maintain complete confidentiality with respect to contents of the Due Diligence, Market Evaluation Reports/other services provided to the Embassy.

9. **Pre-bid Conference**: To clarify issues and clear doubts of interested lawyers/legal firms, the Embassy will hold a pre-bid conference in its premises at 1100 hours (Iran Time) on 20 January 2025. The Embassy can also be contacted at hoc.tehran@mea.gov.in for any clarifications before the deadline.

10. Interested law firms, reputed and having sufficient expertise and experience may send their response/quotation by email to **hoc.tehran@mea.gov.in** clearly mentioning the following :

- i. Lump-sum amount payable to the firm towards fees.
- ii. Bid Securing declaration as prescribed in Annexure I.
- iii. Acceptance of the conditions as mentioned at para 6 above , along with other requisite documents indicated in para 2 (Eligibility Criteria).

Bid 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 fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, I/we will be suspended as specified in the request for bids from being eligible to submit Bids for contract with the Embassy and/or Government of India.

Date:

Place:

Name:

Signature:

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Acquisition of Property _____

Name and Address of Beneficiary: Embassy of India, Tehran, No.22, Mir-Emad, Dr. Beheshti Avenue, Post Box No. 15875-4118, Tehran

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

Date:

Place:

Name:

Signature: