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**Consulate General of India
Marseille

NOTICE INVITING TENDER

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

The Consulate General of India, Marseille, proposes to acquire a property in the 14 avenue du Docteur Page area of Marseille. For this purpose, the Consulate 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 France. Interested Lawyers/Law Firms may send their offers/quotations, in sealed envelopes, to the Head of Chancery, Consulate General of India, 397 avenue du Prado, Marseille - 13008 latest by January 10th, 2025. Further details are available on the Consulate's website 'www.eoiparis.gov.in under the menu 'Tenders'.

(To be published on Consulate's website)



**Consulate General of India
Marseille**

NOTICE INVITING TENDER

The Consulate General of India, Marseille intends to acquire a property for official use of the Consulate. For this purpose, the Consulate 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 France. Interested firms/agencies may submit their quotations to the Consulate in sealed envelopes. Bidders shall submit their bid in a large sealed envelope super-scribed, "Legal Services Bids", for Consulate General of India, Marseille 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 Consulate intends to acquire a property in the **14 avenue du Docteur Page** area of Marseille at a cost of approximately Euro 3.5 million. The lawyer/law firm shall provide the following services in this regard:

- (a) Consultations/guidance and assistance to the Consulate 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 Consulate on all financial matters like payments etc. relating to the purchase transaction etc.
- (e) Advise/assist the Consulate 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 Consulate.

2. Eligibility Criteria: The lawyer/legal firm should be should be locally registered and appropriately qualified in accordance with France’s laws and have at least 05 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 Consulate, and submit the draft Sale–Purchase Agreement etc. to the Consulate 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 **90 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 500/- with the Consulate as Earnest Money Deposit (EMD). This can be in the form of a Bank draft or Banker’s cheque in favour of ‘Consulate General of India, Marseille’ or Online payment to the Consulate’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 Consulate, 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 90 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 Consulate.

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

9. If any clarification is required, the Consulate may be contacted at hoc.marseille@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 500/-), 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 January 10th, 2025 to:

The Head of Chancery

Consulate General of India
397 avenue du Prado
Marseille - 13008.

11. The Technical Bids will be opened on 13.01.2025 at 10:00 hrs at the Consulate General of India, Marseille, 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: Consulate General of India
397 avenue du Prado
Marseille - 13008.

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property located at 14 avenue du Docteur Page Marseille 13009 for Consulate General of India, Marseille, 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 500. 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 500.

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 France 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 France.

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: Consulate General of India
397 avenue du Prado
Marseille - 13008.

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for providing legal services in connection with acquisition of property 14 avenue du Docteur Page Marseille 13009 for Consulate General of India, Marseille, 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 France and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of France's Courts.

Date:

Place:

Name:

Signature:

Dates to Remember

Crucial dates and time for the above tender would be as under:

S. No	Events	Date	Time (local)
1.	Notice Inviting Tender	19.12.2024	1000 hrs
2.	Starting date for site visit	23.12.2024	1000 hrs
3.	Starting date of submission of bids	19.12.2024	1000 hrs
4.	Last date for site visit	06.01.2025	1600 hrs
5.	Last date for submission of bids	10.01.2025	1700 hrs
6.	Opening of Bids	13.01.2025	1000 hrs
7.	Opening of financial bids (Only technically qualified bidders)	13.01.2025	1100 hrs