Notice inviting Tender (Press)

Air India invites sealed Bids from State Governments and Government entities only for “Sale of Lease hold Rights of the land, and its iconic Air India Building constructed thereon, at Nariman Point, Mumbai” on as is where is basis.

Last date of submission of sealed bids is 05.02.2019 by 1430 hrs(IST) at Air India Corporate office, 113 Gurudwara Rakabganj Road, New Delhi - 110001. For further details, terms & conditions etc. refer Air India website: www.airindia.in.
Air India invites sealed bids from intending bidders ("Bids") for Sale of Leasehold Rights of the land and Air India Building constructed thereon, at Nariman Point among State Governments and Government entities only on as is where is basis (the "Tender").

Air India has the Leasehold rights on the land on which a very prominent and an iconic Building, i.e. Air India Building at Nariman Point, Mumbai has been constructed. This building is built on a plot of land admeasuring 7512.60 sq.m. leased from District Collector, Mumbai. Govt. of Maharashtra for 99 years and has 23 floors besides two basements (the "Property"). Total built up area is 4,99,998.00 sq.ft. including basements. Out of 23 floors of the building, 17 floors have been given on rent.

A brief note describing the salient features of the Property is enclosed as annexure 'A' along with details of the existing entities who are occupying the space on leave and licence basis.

Bids can be downloaded from 19.01.2019 upto 02.02.2019.

Last date of submission of Bids is 05.02.2019 by 1430 hrs (IST). Bids may be deposited in the tender box kept in Air India Corporate office, 113 Gurudwara Rakabganj Road, New Delhi - 110001 super scribing. "Tender for Sale of Leasehold Rights of land and Air India Building constructed thereon at Nariman Point, Mumbai."

The Bidders who have submitted the sealed tender in response to earlier tender Notification under reference No. HQ/PFD/93/2018 dated 7th December 2018 have the option to amend and re-submit their tender on the stipulated date and time given above.

Bidders are required to submit a signed and stamped copy of this Tender through its authorized signatory, thereby confirming its unconditional acceptance to the terms and conditions of this tender, along with its bid in the sealed cover. Any bid received without a signed and stamped copy, in the manner mentioned above, shall be summarily rejected.

Bids will be opened in presence of authorized representatives of the bidders (who may choose to attend) at 1500 hrs. (IST) on same date. All may extend the date for submitting and/or opening of the Bids in its sole discretion. Amendments/clarifications/addendums, if any, to the Tender document including change in the dates for submitting and/or opening of the Bids would be hosted/notified/displayed on the website of Air India Limited at: www.airindia.in and no separate communication will be sent in this regard to any bidder. The bidders may therefore keep an update in this regard till the date of closing of the Tender. Any addendum/amendments/clarifications so issued shall form a part of the original terms & conditions of this Tender.

Queries, if any, in respect of the Tender may be addressed to the following official:
Air India Ltd. shall endeavor to respond to the queries raised or clarifications sought by the bidders. However, AIL reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Tender shall be taken or read as compelling or requiring AIL to respond to any query or to provide any clarification.

I. Important Terms & Conditions

i) No EMD is required for participation in the Tender.

Bids are invited only from State Governments and Government entities. For the purposes of this Tender, Govt. of India entities would include fully owned public sector undertakings of Govt. of India, Port Trust of India, and any other organisation fully owned by Govt. of India.

ii) No change will be allowed / accepted in the Bids submitted after the closing date and time for submission of Bids.

iii) After signing of the Agreement for Sale of Leasehold Rights of the land and building constructed thereon, the name of building would continue as Air India Building & the logo of AI on top of the building to be kept as it is. AI undertakes to maintain the logo on top of the building No rentals / compensation will be payable for continuing to display the logo on the building.

iv) AI would retain an area of 5000 sq.ft. on 22nd floor for its own purpose. Re.1/- (one) per Sqft per month will be payable for area in actual possession of Air India till the expiry of the Lease Rights.

v) All Relevant documents regarding the land / building and rental agreements would be available for inspection by the prospective bidders at the following Address:

1. Mumbai – AI Building Nariman Point.

Intending bidders may inspect the relevant documents any time before bidding with a prior written notice of at least 2 business days between 10.00 AM to 5.00 PM. Name of Contact Person in this regard:
vi) Intending bidders may inspect the building before bidding with a prior written notice of at least 2 business days between 10.00 AM to 5.00 PM. Name of Contact Person in this regard:

Shri S.M. Taskar, Consultant (P&F)  
email id – sm.taskar@airindia.in  
contact No. 022-26265766 Mob. 9833279772

vii) By submitting the Bids the bidders shall be deemed to have full knowledge of all matters relating to the land/building and its physical condition. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the property and that the bidders concur or otherwise admit the identity of the property to be acquired by such bidder notwithstanding any discrepancy or variation in the particulars of the property and their actual condition. AIL disclaims all liabilities in this regard.

viii) The Highest (H-1) Bid received will be subject to approval by AIL and it will not be binding on AIL to sell the Leasehold Rights to the H-1 bidder. The right of acceptance & rejection of the H-1 Bid lies entirely with the AIL Board and concerned Regulatory / Government authorities etc., and only after approval of H-1 Bid by AIL Board and concerned Regulatory / Government authorities etc., communication of which will be given by AIL, an Acceptance Letter will be issued to the successful bidder by AIL.

ix) If AIL approves the H-1 offer, an Acceptance Letter will be issued by AIL. The successful bidder shall be required to deposit 20% of bid value within 30(thirty) days from the date of issue of Acceptance letter (including the date of issue) of AIL, by DD/PO/RTGS in favour of Air India Ltd. Balance 80% of bid value along with other duties/taxes, if any, shall have to be deposited by the successful bidder within 90 days from the date of issuance of Acceptance letter (including the date of issue of the Acceptance letter). Failure to deposit balance 80% of bid value by the successful bidder may lead to forfeiture of initial deposit of 20% of bid value deposited by the successful bidder.

x) It shall be agreeable to the bidder that the LoA / Acceptance Letter, shall not be intended to be an exhaustive agreement and the Sale of Leasehold Rights shall be subject to negotiation in good faith and execution of the
definitive Agreement for Sale of Leasehold Rights of land and building constructed thereon.

xi) The Selected Bidder shall be responsible for the signing of Agreement for Sale of Leasehold Rights of land and building constructed thereon. All approvals, consents, licenses, permissions required with respect to the Property shall be the sole responsibility of the successful bidder only, including payments to be made to the Collector Mumbai, Government of Maharashtra for transfer of Leasehold Rights, after the deposit of 20% of the Bid value and within 90 (ninety) days thereof.

xii) AI would facilitate the process of obtaining the NOC or permission from Govt. agencies.

xiii) The fees required for obtaining NOC from Collector Mumbai shall be borne by Air India Ltd.

xiv) The stamp duty, registration charges and any other charges levied by the local body, development authority, State Govt. or Govt. of India shall be borne by the successful bidder. It is clarified that bid amount shall not include the above charges.

 xv) All dues such as property tax, maintenance, electricity, water charges etc. will be the borne by Air India till the Agreement is executed with the successful bidder.

xvi) Dues such as property tax, maintenance, electricity, water charges etc. in respect of space retained by AIL on 22nd floor and the logo will continue to be borne by Air India beyond the date of execution of the Agreement.

xvii) AI reserves the right to defer, amend, cancel the Tender or reject any Bid at any time, without assigning any reason or incurring any liability whatsoever. By submitting the Bids, the bidders specifically agree to this condition.

xviii) Bidders shall maintain total confidentiality relating to their Bids, at all times.

xix) Each bidder should conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources. AIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

xx) AIL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Tender.

II. Validity of Bids:
All the Bids will be valid for a period of 90 (ninety) days from the date of closing of bid submission, excluding the date of closing. In case the 90th day falls on a holiday, such Bids will be deemed to be automatically extended to be valid up to the next working day of All.

III. Rejection of Bids:

a. Late Bids shall be rejected by All and shall be returned unopened;

b. Bids received in open condition shall be summarily rejected;

c. Bids received on Fax or email would be summarily rejected;

d. Conditional Bids shall be summarily rejected; and

e. Any Bid received in any format other than as intended by this Tender shall be rejected.

IV. Jurisdiction

All disputes and differences arising out of this Tender shall be subject to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as outlined in their OM F.No.4(1)/2013-DPE(GM)/FTS-1835 dated May 22, 2018. The disputes and differences shall be subject to the Laws of India and Jurisdiction will be the Courts of Delhi, India.

Encl: Annex. 'A' — Details of property
Annex. 'B' — Lay out Drawings of 22nd Floor.
FINANCIAL BID

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the tender</th>
<th>Amount in INR (Figure)</th>
<th>Amount in INR (Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sale If Lease hold rights of Land and its iconic AI building constructed thereon, at Nariman Point, Mumbai on as is where is basis. AI shall retain 5000 sq.ft of carpet area on 22nd floor for its office use. Re.1/- (one) per Sqft per month will be payable for area in actual possession of Air India till the expiry of the Lease Rights. AI retains Logo on the top of the building and maintains the same. Name of the building to be maintained as Air India Building by the buyer.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:                                                                                                                                  Signature and Seal of the Company

Note: In the event of variation in figure and words, the amount quoted in words shall be taken as correct.