



Tender No.: MM/ Aircraft Sale/2022

Date : 27 JULY' 2022

Dear Sir/Madam,

Sub: AIR INDIA OFFERS THREE (03) B777-200LR AIRCRAFT FOR SALE

Air India intends to offer up to three (03) B777-200LR airplanes powered with **GE90- 110** Engines for sale and invites your best and most competitive offer individually or collectively as per details and terms & conditions mentioned in the attachments and below:

S/No.	Aircraft Registration	Year of Manufacture	MSN	Currently Installed Engines	
				ESN #1	ESN #2
1	VT-ALF	2009	36305	906-648	906-635
2	VT-ALG	2009	36306	906-640	906-472
3	VT-ALH	2009	36307	906-783	906-644

These airplanes are maintained per Indian DGCA regulations/requirements and meet all FAR 121 requirements.

(A) TECHNICAL SPECIFICATIONS:

The technical details / relevant specifications of the Aircraft, Engines, APU and LOPA are as attached in Annexure:

- Annexure I** – B777-200LR Aircraft Specifications
- Annexure II** – B777-200LR aircraft LOPA
- Annexure III** – Data Sheet of Engines mounted on VT-ALF, VT-ALG & VT- ALH

The insurance of aircraft is valid and Air India will be responsible to provide the insurance coverage till the time of delivery of aircraft or up to 30 days of sale agreement whichever is earlier.

For any clarification on the technical as well as general queries, you may write to the following:

Email : aircraftsale@airindia.com



PRICE OFFER:

- a) The bidders may submit their quote in currency USD. The exchange rate/ conversion factor for the comparative purpose will be as per the prevailing SBI exchange rates as on last day of bid submission.
- b) The rates quoted should be Net rate, exclusive of all statutory charges, duties, levies clearing/forwarding/transportation charges and taxes such as Sales Tax, VAT, Turnover tax, Work contract Tax, Service charges Income tax, and it will be buyer's responsibility to pay / bear such cost, charges, taxes & levies. In other words, all taxes, levies, duties, clearing / forwarding / transportation charges etc. as may be applicable at the time of sale, shall be borne by the buyers, and would be payable in addition to the quoted sale amount. Also, all costs related to the transfer of the title would need to be borne by the successful bidder(s).
- c) Air India will not be responsible for documents if lost in transit or not received in time including on account of postal or courier delay.
- d) Conditional offers shall not be accepted.
- e) Amendment to the offers will not be permitted after opening of the bids.
- f) The price bid should be made for each aircraft separately. Evaluation of independent Aircraft Bid is at sole discretion of Air India to fetch the best value.
- g) The expenses incurred with regard to remitting payment through Demand Draft/Banker's Cheque, or for wire transfer will be borne by the buyers.

PLEASE MAKE NOTE OF FOLLOWING ADDITIONAL POINTS/TERMS AND CONDITIONS:

1. LOCATION OF AIRCRAFT

The aircraft and related documents will be available at/located at Air India facility, IGIA, Delhi (preferably)/Mumbai for purpose of inspection and delivery.

2. TITLE TRANSFER / POINT OF SALE:

- a. The qualified/successful bidder/s would be required to sign an Agreement for Sale with Air India, prior to taking delivery of the aircraft, for which he/they may have qualified against this tender.
- b. Title of the aircraft, will be transferred to the buyer on receipt of full and final payments as per the terms of sale agreement entered into with the buyer(s) concerned. It is clearly understood that any taxes, duties or levies (central or state) applicable as per Indian laws or elsewhere will be to the buyer's account. If applicable, the prospective buyers will be required to deposit the tax element along with sale price before transfer of title is effected.
- c. **GST Liability:** As per Government of India and State Stipulations, if applicable.



3. ACCEPTANCE OF THE AIRCRAFT OFFERED:

Once the offer has been submitted by the bidder/s, it is construed that the bidder/s is/are satisfied with the contents and status of the Aircraft, as quoted for. No rejection under any pretext will be allowed at the time of delivery, or at a later date.

4. RIGHT OF WITHDRAWAL:

Air India reserves the right to withdraw the aircraft from sale without assigning any reason whatsoever.

5. AGREEMENT FINALISATION:

If required, the successful bidder/s, at their own expense, shall visit Delhi/Mumbai for execution of the Sale/Agreement.

A copy of the agreement will be provided to the selected bidder/s at the time of signing the Letter of Intent (LOI). Agreement will be standard and no changes will be accepted at later stage.

The Agreement must be concluded within 15 days of signing the LOI, failing which, amount deposited as Security Deposit will be forfeited.

6. INSPECTION:

The prospective bidders if they so wish, are welcome to inspect the aircraft, and related documents at Delhi/Mumbai, with advance intimation through email not less than 7 days prior to the tender closing date and those inspections should be completed at least 2 days prior to the tender closing date. Inspection will not include running of the engine/aircraft/components. The inspection will not include aircraft test flight, engine ground run up or component test.

If no intimation is received for inspection of aircraft prior to bidding, it will be construed that bidder/s is/are satisfied with the contents and status of the aircraft, as quoted for. There will be no second opportunity to inspect the aircraft at later stage.

7. AIRCRAFT CONDITION:

- a) Aircraft will be delivered in 'as is' condition subject to receipt of full and final payment as per the sale agreement.

8. DELIVERY OF AIRCRAFT:

- a) Aircraft will be delivered in 'as is' condition subject to receipt of full and final payment as per the sale agreement. All associated costs with regard to delivery of the aircraft will have to be borne by the buyer.
- b) The buyer must endeavor to take delivery of Aircraft within 30 days of signing of sale agreement (15 days of full and final payment). For any unreasonable



- delay in taking delivery, Air India reserves the right to impose/charge penal rate and ground/parking charges for the delayed period at its sole discretion.
- c) Delivery of the Aircraft covered in this tender will be made after signing of the Sale Agreement and realization of the sale price in full.
 - d) The buyer will make his own arrangements for transporting the Aircraft covered in this tender from Delhi/Mumbai.
 - e) Expenses, if any, incurred by Air India associated with transportation of Aircraft as covered in this tender after the transfer of title, shall be reimbursed by the buyer. Such assistance will be provided by Air India on having expressly agreed to the same and the cost associated with transportation, etc. will be borne by the buyer.
 - f) The Buyer may choose to entrust AI custody of the aircraft – at his own risk – till the fulfillment of all contractual obligations outlined in the tender, within the specified timelines. Delay in taking delivery of the aircraft will attract applicable charges.
 - g) Buyer will not be permitted to sell/effect sub-sale of any kind to a Third Party within the Air India premises.
 - h) If required, buyer will have to take the Insurance coverage as deemed suitable for the delivery and transportation. In the event buyer fails to take such suitable/extended insurance, buyer will be fully responsible for the consequences including all risks such as theft, pilferage, demurrage, loss of any portion of the aircraft.

9. SECURITY DEPOSIT:

The Security Deposit amount equivalent to 10% of the approved sale price will have to be deposited by the successful bidder/buyer within 10 days of intimation/issue of Letter of Intent and the balance payment will follow upon finalization of sale agreement. In the event of failure to conclude the sale agreement or take delivery of aircraft, the security deposit will not be refundable but will be adjusted to the overall sale price realization.

10. PAYMENTS:

The Payment will have to be made in currency USD. Payment can be made vide wire transfer to the Bank Account, Name and Address as given below-

The balance (90% of the agreed sale price) full and final payment will be made 24 hours prior to the delivery date of the aircraft. The schedule of aircraft delivery will be mutually agreed upon.

The address, Account# and Swift code of Air India Office in New Delhi for the purpose of EMD is as under:

Name of beneficiary	:	Air India Limited
PAN	:	AACCN6194P
Name of the Bank	:	State Bank of India
Address	:	New Delhi Main Branch Sansad Marg, New Delhi - 110001, India



Account Number : 11084278183
MICR Code : 110002087
IFSC Code : SBIN0000691
SWIFT Number : SBININBB104

11. VALIDITY OF OFFER:

The offers made by the bidders shall be valid for a period of 120 days (one hundred and twenty days) from the date of opening of the price bids.

12. TENDER CLOSE DATE:

The last date of submission of bid will be on **16th August'2022 at 1400 hours IST**

13. BID OPENING DATE:

The price bids of successful bidders will be opened on **16th August'2022 at 1430 hours IST**

The bids with completed Annexures A (Buyer's details) and B (Price Bid) will be considered for evaluation. Bid to be in PDF password protected file.

Password protected quotation in PDF format should be submitted by e-mail on or before the closing date of the tender on e-mail - aircraftsale@airindia.com

After the closing date and time of the tender, the password for the protected file should be communicated separately via email to **Mr. Yogesh Agarwal, on e-mail - yogesh.agarwal@airindia.com**.

Any deviation of the above process is liable for rejection of the quotation.

Any amendments to tender document/ extension of closing /opening date will be displayed on our website, www.airindia.in and no separate communication will be sent in this regard.

14. AGREEMENT FINALISATION:

The successful bidders may be required to visit our office to finalize the sale agreement at their own expense. It is also clarified that Air India will not undertake or participate in any financing agreement for/on behalf of the prospective buyer.

15. TAXES AND LEVIES

All applicable taxes, levies, duties, customs clearing forwarding and transportation charges will have to be borne by the buyer. In other words, the rate quoted will be net, exclusive of all taxes, levies, duties, (if applicable), other charges including Sundry and incidental Expenses, if any..



16. GOVERNING LAWS, JURISDICTION AND ARBITRATION

In the event the sale is concluded in India, Indian laws will be applicable. The contract/sale agreement will thus be subject to jurisdiction of Indian courts at Delhi, India.

All disputes and differences arising out of this tender shall be subject to the jurisdiction of the Courts of Delhi, India.

Any dispute or deference arising out of this tender/sale contract which cannot be settled with mutual discussion, will be referred for arbitration at Delhi or at any of the Indian Stations where the actual sale has taken place and provisions of Indian arbitration law will apply. Any dispute or difference whatsoever arising between the parties out of or in relation to the interpretation, application, scope, operation or effect of the Sale Agreement, or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the 'SCOPE FORUM OF CONCILIATION AND ARBITRATION' (website :www.scopeonline.in) and the award made in pursuance thereof shall be binding on the parties. In the event the sale is concluded outside India, applicable laws, jurisdiction and arbitration will be as mutually agreed and acceptable.

17. RESERVED RIGHTS & INDEMNIFICATION:

Air India is not bound to accept the highest or any or all of the bids received. Further Air India reserves the right to accept or reject any or all offers in part or in full or withdraw their aircraft/Spares inventory alter terms of sale during the tender process or prior to finalization of the Sale Agreement at its sole discretion, without assigning any reason whatsoever, and no correspondence or complaints of any nature will be entertained in this regard.

Air India shall not be liable for any consequential damages arising out of sale of this aircraft. Air India confirms at the time of sale; this aircraft will be free from any external lien or third party claims.

The buyer shall defend, protect and indemnify and hold Air India harmless for any and all claims arising out of sale/purchase of these Aircraft as a consequence of buyers non fulfillment of their obligations and against any and all liability of any nature whatsoever arising out of the transaction.

The Agreement for sale between Air India and the successful bidder/s, and delivery of the aircraft as covered in this tender would be subject to the clearances from Air India Management.



PARTICIPATION / INTIMATION:

The tender document is available for down load on our website – www.airindia.in and carry no tender fee and you are invited to bid against same.

After downloading the document, you may communicate to us indicating your Name, Address, Email/Fax/Tel, etc. with a view to facilitate the communication as and when required at a later date.

We look forward to your participation in the tender process as above and will appreciate confirmation on your intention to participate or regret by email to aircraftsale@airindia.com.

Thanking you,
for Air India Ltd.

(Vivek Palwankar)
Executive Director - MM
Materials Management Dept
IGI Airport, Terminal – II
New Delhi – 110 037, INDIA



BUYER'S DETAILS - ANNEXURE A

1.	Name of Buyer	
2.	Principal Business of Buyer	
3.	Principal Place of Business of Buyer	
4.	Date of commencement of Business	
5.	Details of Share Holding	Public/ Private/ Govt. etc
6.	Net worth of the Company	
7.	Last three years Profit Before Tax	
8.	Liquid Assets/ Cash and Bank Deposits	
9.	Credit Ratings / Rating Agency	
10.	Last three Audit Financial statements and provisional statements for the current year	Please provide copies. require (same not resubmitted if already provided earlier)

COMPANY NAME: _____

AUTHORISED SIGNATORY

Signature : _____

Name : _____

Designation : _____

Company Seal: _____



ANNEXURE "B" - PRICE BID

(ON TENDERER'S LETTER HEAD –TO BE ATTACHED TO PRICE BID)

To:

Executive Director – MM

Materials Management Dept

Air India Limited

New Engineering Complex (NEC)

Near New Customs House

IGI Airport, Terminal – II

New Delhi – 110 037

SUB: AIR INDIA OFFERS THREE (03) B777-200LR AIRCRAFT FOR SALE

We hereby submit our best and firm Pride Bid in response to the tender as per below:-

AIRCRAFT TYPE	AIRCRAFT REGN #	MSN	YEAR OF MANUFACTURE	PRICE (USD) NET- EXCLUSIVE OF ALL TAXES / LEVIES / DUTIES OCTROI , CLEARING / FWDG, TRANSPORTATION AND OTHER MISC CHARGES	
				IN FIGURES	IN WORDS
B777- 200LR	VT-ALF	36305	June-2009		
B777- 200LR	VT-ALG	36306	July-2009		
B777- 200LR	VT-ALH	36307	August-2009		

We understand all your terms & conditions & agree to abide by the same.

COMPANY NAME: _____

AUTHORISED SIGNATORY

Signature : _____

Name : _____

Designation : _____

Company Seal: _____