



Tender Ref. : AI/MMD/SALE/LD2/2011

28th Nov. 2011

CLOSES ON : 4th Jan. 2012 at 1600 hrs IST
OPENES ON : 5th Jan. 2012 at 1100 hrs IST

Dear Sirs,

Sub : Sale of used LD2 containers - Qty. 110 nos.

Air India Ltd. incorporated under Companies Act 1956, is a fully owned Government Company under the administrative control of Ministry of Civil Aviation, Govt. of India

1. PURPOSE:

Air India Ltd. intends to offer used LD2 Containers of Fabric doors for sale on “**as is where is in assembled condition**” and invites your best and most competitive offer for the same.

2. TECHNICAL SPECIFICATIONS:

2.1 Technical Details: These are fabric door LD2 containers of TFI Make (Taiwan Fylin Industries ,Taiwan) conforming to IATA Specification 41/1,50/1,50/4,NAS 3610. These containers are with non forkliftable base purchased in 2007and assembled under the manufacturer’s supervision

2.2 For any clarification on the technical details, you may contact Mr. KH Kudalkar, GM Technical on E mail: KH.Kudalkar@airindia.in OR CP Swaminathan, Dy. Gen Manager(Tech) Ground Handling CSI Airport Mumbai. on E mail: CP.Swaminathan@airindia.in or **Tel.(Off.) No.:** +91-22- 28318402

3. PRICE OFFER :

3.1 The foreign bidders may submit their quote in currency USD. Only the Indian bidders may submit quote in INR. .The exchange rate / conversion factor for the comparative purpose will be as per the prevailing IATA exchange rates as on the ‘Due date of the Tender’.

3.1 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 etc and it will be buyer’s responsibility to pay / bear such cost , charges , taxes & levies. In other words, all taxes, levies, duties, etc. as may be applicable at the time of sale, shall be borne by the



buyer(s), 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).

- 3.2 Possibility of making 'Advance payment' through 'Fund Transfer', E-Cheque etc., by the successful bidder(s), can be explored.
 - 3.3 Requests, if any, for deferred payment in the form of Letter of Credit, or through the IATA Clearing House would not be accepted.
 - 3.4 Air India Ltd. will not be responsible for documents if lost in transit or not received in time including on account of postal or courier delay.
 - 3.5 Conditional offers would not be accepted.
 - 3.6 Amendment to the offers would not be permitted after the opening of the bids.
 - 3.7 The interested bidders are free to quote for part quantity or all the LD2 Containers. They can quote for each LD2 Containers separately, Air India will dispose of the LD2 Containers to any bidder(s) to realize the maximum amount from the sale of these LD2 containers.
 - 3.8 Air India Ltd. will not make or participate in any financing agreement in favour of any of the prospective buyers.
 - 3.9 The expenses incurred with regard to remitting payment through Demand Draft / Banker's cheque or for wire transfer will be borne by the buyers.
- 4.. For clarification on commercial matters / bid process, etc., you may contact:

Mr. G R Kharat
Dy.G.M. – Materials Management Dept.

Email GR.Kharat@airindia.in
Tel. No.: 0091-22-26265549
Fax No.: 0091-22-26157021

5. Please make note of following additional points / terms and conditions:

- 5.1 Location of LD2 Containers:** The LD2 Containers if required will be available at / located at Air India facility, GSD, Near Medicon Bhavan, Mumbai for purpose of inspection and taking of delivery.



5.2 TITLE TRANSFER / POINT OF SALE : Title of the LD2 Containers will be transferred to the buyer(s) 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 India 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 sales price before transfer of title is effected.

5.3 ACCEPTANCE OF THE LD2 CONTAINERS OFFERED : Once the offer has been submitted by the bidder(s), it is construed that the bidder(s) is / are satisfied with the contents & status of the LD2 Containers as quoted for. No rejection under any pretext will be allowed at the time of delivery, or at a later date.

5.4 RIGHT OF WITHDRAWAL: Air India Ltd. reserves the right to withdraw the LD2 Containers from sale without assigning any reason whatsoever. If such a withdrawal occurs, after submission of bid, the EMD would be returned to the bidders.

5.5 AGREEMENT FINALISATION: The successful bidder/s would be required to visit Mumbai at their own expense for execution of the Sale / Agreement.

5.6 INSPECTION: The prospective bidders if so wish, are welcomed to inspect the LD2 Containers at Mumbai, with advance intimation at their own cost, prior to submission of the offer. The inspection date / time will be mutually worked out subject to availability of relevant personnel at Mumbai.

5.7 DELIVERY OF LD2 CONTAINERS:

5.7.1 LD2 Containers will be delivered in "as is where is" condition / subject to receipt of full and final payment as per the quotation. All associated costs with regard to delivery of the LD2 Containers will have to be borne by the buyer and Air India Ltd. will provide the relevant documentation and assistance for Export related formalities, if required.

5.7.2 The buyer must endeavor to take delivery of LD2 Containers within 30 days of signing of sale agreement (15 days of full and final payment). For the unreasonable delay in taking delivery, Air India Ltd. reserves the right to impose / charge penal rate / ground rent for the delayed period at its sole discretion – read with Para (5.7.5) below

5.7.3 The buyer will have to make his own arrangements for transporting the LD2 Containers from Air India facility, Mumbai.

5.7.4 The LD2 Containers shall remain in the custody of Air India Ltd. at the risk of the buyer, until delivery has been taken by the buyer following receipt of full payment & fulfillment of all contractual obligations as per the terms of this tender.



- 5.7.5** In case of failure take delivery of the LD2 Containers and other items as specified in this tender within the stipulated time, demurrage charges @ 5% of the sale price will be charges for every 30 days of delay or part thereof. This is, however, without prejudice to the rights of Air India Ltd. to forfeit any or all payments made by the buyer, and to automatically revoke the sale, and to re-sell such item(s) at the cost and risk of the buyer.
- 5.7.6** Buyer will not be permitted to sell / effect sub-sale of any kind to the Third Party within Air India Ltd. premises.
- 5.7.7** Buyer shall take delivery of the LD2 containers notwithstanding the faults and flaws, if any, in the description / otherwise and irrespective of whether they were actually inspected or not.
- 5.7.8** Buyer will have to fulfill relevant provisions of safety and security as applicable including the statutory and regulatory provisions prevailing and as applicable to them or their representatives while transacting the above sale deed or taking delivery of the LD2 containers.
- 5.7.9** 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 LD2 Containers.

6 EARNEST MONEY DEPOSIT (EMD):

- 6.1** The Offer should be submitted together with interest free EMD. The EMD will be as follows :

EMD in INR for Indian bidders	EMD in USD for Foreign bidders
INR 25000	USD 500

- 6.2** The offer received without EMD will not be considered. EMD / Payment receipt may be enclosed with the Technical bid / offer –Envelope I.
- 6.3** EMD by Indian Bidders must be paid in INR by Demand Draft/ Pay Order/ ‘Banker’s Cheque’ in favour of Air India Ltd. and payable at Mumbai. Please note EMD by Cheque is not acceptable.
- 6.4** Foreign Bidders should remit EMD in USD through wire transfer through their respective bank as per details given below:
- 6.4.1** The address, Account# and Swift code of Air India Office in USA for the purpose of EMD is as under :

- **NAME & ADDRESS OF THE BANK:**
Citibank, New York



111, Wall Street,
6th Floor / 6 New York – 10043, USA

- ACCOUNT # : 36872986
- ACCOUNT NAME : AIR INDIA LTD.
- SWIFT / Bank CODE: CITIUS33
- ABA# : 021000089
- REFERENCE : AI/MMD/SALE/LD2/2011

6.5 EMD will be refunded to all the bidders except the successful bidder. EMD of successful bidder will be refunded upon the finalization of the contract / sale agreement and receipt of Security Deposit amount thereof..

6.6 Alternatively, the EMD of the successful bidder(s) will be adjusted against the payment to be made by the successful bidder(s).

6.7 In case a bidder/s withdraws his bid after opening of the bids, or fails or refuses to honour his offer, or defaults in any manner in the fulfillment of his obligations under this tender, the EMD / Security deposit would be forfeited.

7. SECURITY DEPOSIT : The Security Deposit amount equivalent to 10% of the 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 LD2 Containers, the Security deposit will not be refundable but will be adjusted to the over all sale price realization

8. PAYMENTS : The Payment will have to be made in currency USD (INR in case of Indian Bidder only). The full and final payment must be made within 15 days of finalization of sale agreement or such extended time as permitted by Air India Ltd. at its sole and absolute discretion. Payment can be made vide wire transfer to the Bank Account, Name and Address as indicated above in '**EMD Clause # 6**' or as advised at the time of sale of LD2 Containers.

8.1 Payment schedule :

8.1.1 Within 10 days of intimation of acceptance of offer i.e equivalent to 10 % of sale price as security deposit.



8.1.2 Within 15 days of finalization / signing of sale agreement i.e balance full and final payment of agreed sale price.

9. VALIDITY OF OFFER : The offers made by the bidders shall be valid for a period of 150 days (one hundred and fifty days) from the date of opening of the price bids.

10. TENDER CLOSE DATE :

The tender closes on 4th Jan. 2012 at 1600 hrs. IST.

The tenders received late will not be considered

11. TENDER OPEN DATE :

The tender will be opened on 5th Jan. 2012 at 1100 hrs. IST.

Only the technical bids will be opened on this date.

11.1 The price bids of successful technical bidders will be opened at a later date. The date, time and venue for the same will be advised to the successful bidders.

11.2 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.

12. MODE AND MANNER OF SUBMISSION OF QUOTES

The offer is to be made in TWO bid system as mentioned below :

12.1 Technical Bid – Envelope I

12.1.1 This offer will include the bidders profile along with relevant set of documentation and credentials.

12.1.2 Proof of EMD i.e. receipt of wire transfer details or Demand Draft for the EMD

12.1.3 Copy of **Annexure A** towards acceptance of all terms and conditions of this tender

12.1.4 The offer may be placed in a closed envelope superscribed with the Tender Ref.: AI/MMD/SALE/LD2/2011, Closes on 4th Jan. 2012 at 1600 hrs. and indicating the name of the bidder at the bottom of the envelope for identification purpose.

12.2 Price Bid – Envelope II



- 12.2.1** This bid will contain the price quoted by the bidder which should be preferably as per the attached format – **Annexure B**
- 12.2.2** Price quoted should be nett, exclusive of all other charges, duties, levies, taxes, clearing, forwarding, transportation charges, etc.
- 12.2.3** The price quoted should be reflected both in figures and in words.
- 12.2.4** The offer may be placed in a closed envelope superscribed with the Tender Ref.: AI/MMD/SALE/LD2/2011, Closes on 4th Jan. 2012, 1600 hrs. indicating the name of the bidder at the bottom of the envelope for identification purpose
- 12.3** Both, the technical bid and the price bid should be addressed to :

Dy.General Manager
Materials Management Dept.
Tender receiving cell
Air India Ltd.,Old Airport,
Kalina, Santacruz East
Mumbai – 400 029, INDIA.
Tel. No.: 0091-22-26265549

12.3.1 The technical bid and the price bid may be kept in a Master Envelope and forwarded / couriered to above address so as to reach on or before 4th Jan. 2012, 1600 Hrs IST.

12.3.2 The tender received late or received unsigned or in open condition by Fax or as Emails are liable to be rejected.

12.3.3 We also recommended you to advise the courier / despatch details by email to GR.Kharat@airindia.in

13. 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 , Octroi (if applicable), other charges including Sundry and incidental Expenses, if any..

14. GOVERNING LAWS, JURISDICTION AND ARBITRATION : In the event the sale is concluded in India, the Indian laws will be applicable. The contract / sale agreement will thus be subject to jurisdiction of Indian courts at Mumbai./ India



All disputes and differences arising out of this tender shall be subject to the jurisdiction of the Courts of Mumbai, 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 Mumbai 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 CONCILATION AND ARBITRATION' (website : www.scopeonline.in) and the award made in pursuance thereof shall be binding on both the parties.

In the event the sale is concluded outside India, applicable laws, jurisdiction and arbitration will be as mutually agreed and acceptable.

15. RESERVED RIGHTS & INDEMNIFICATION : Air India Ltd. will not be bound to accept the highest bid and further Air India Ltd. reserves the right to accept or reject any or all offers in part or in full or withdraw their LD2 Containers / 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.

15.1 The buyer shall defend, protect and indemnify and hold Air India Ltd. harmless for any and all claims arising out of sale / purchase of these LD2 Containers, 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.

16. PARTICIPATION / INTIMATION: The tender document is available for down load on our website www.airindia.in and carries no tender fee and you are invited to bid against same.

16.1 After downloading the document, we suggest, 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.

16.2 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 GR.Kharat@airindia.in or by FAX to 0091-22-26157021.

Thanking you,



Yours faithfully
For Air India Ltd.

(G.R.Kharat)
Dy.General Manager - MM

Encl.: 1. Annexure "A" : Confirmation of acceptance of Terms & conditions
2. Annexure "B" : Price Bid Format



ANNEXURE – A

Confirmation of acceptance of terms and conditions

(ON TENDERER'S LETTER HEAD – TO BE ATTACHED TO TECHNICAL BID - ENVELOPE I)

To

Dy. General Manager
Air India Ltd.
Materials Management Dept.
Old Airport, Kalina
Santacruz (E), Mumbai – 400 029, India.

Sir,

This is to confirm that we have studied and understood the terms and conditions of Tender Ref.: AI/MMD/SALE/LD2/2011 for sale of LD2 Containers and we herewith agree to abide by the same unconditionally.

We herewith also confirm that there is no hidden cost to Air India Ltd. for this bid/ sale transaction and the price quoted by us is Nett, exclusive of all taxes, levies, duties and clearing, forwarding, transportation and other miscellaneous charges and no commission is paid to any intermediate agents for this transaction.

EMD of USD _____/ INR _____ has been submitted and details/ proof of EMD submission is attached.

Thanking you.

AUTHORISED SIGNATORY

COMPANY SEAL

Name:
Designation:
Email Id:
Tel. (Off.) No.:
Mobile No.:



ANNEXURE -B

PRICE BID FORMAT

(ON TENDERER'S LETTER HEAD -TO BE ATTACHED TO PRICE BID - ENVELOPE II)

To

Dy.General Manager
Air India Ltd.
Materials Management Dept.
Old Airport, Kalina
Santacruz (E), Mumbai – 400 029
India.

Item	Bid price for each LD2 container on <i>as is where is</i> basis

Note : Price quoted should be exclusive of all other charges, taxes, levies etc. which will have to be borne by the Purchaser.

AUTHORISED SIGNATORY

COMPANY SEAL

Name:
Designation:
Email Id:
Tel. (Off.) No.:
Mobile No.