

REQUEST FOR BID (RFB) – Rev 1

1.0 INSTRUCTION TO BIDDERS

- 1.1 Penerbangan Malaysia Berhad ("PMB") is soliciting offers from interested parties to purchase one (1) Airbus A330-300 (MSN 073)
- 1.2 Refer to A330-300 Aircraft Information for aircraft details.
The Aircraft will be fresh from a C Check.

2.0 Terms and conditions

- 2.1 The aircraft will be sold to the qualified Bidder with the highest net bid or otherwise best bid (as determined by PMB in its sole discretion pursuant to the terms hereof) for cash except as otherwise provided herein, "AS IS/WHERE IS," with all faults and without any express or implied representations or warranties whatsoever, including without limitation, representations or warranties relating to title, merchantability, possession, fitness for a particular purpose, or the like, but free and clear of all publicly recorded security interests or liens.
- 2.2. Top three highest Bidders will be notified and requested to perform due diligence inclusive of aircraft, engine and records inspection as they deem necessary within 15 working days after the notification date.
- 2.3 Following completion of clause 2.2, an irrevocable and final offer must be made by **20 February 2012**.
- 2.4 PMB reserves the right in its sole discretion (1) on or prior to the date of submission of bid as set out in paragraph 6.0, to modify, add, waive, or amend the General Terms of Sale attached (2) review each bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale, (3) if PMB deems appropriate, to reject any or all bids or to adjourn, delay, or terminate the sale, and (4) to identify the highest or otherwise best offer for the Aircraft and the Bidder making such offer.
- 2.5 Neither the Bidder nor PMB shall engage the services of a broker or similar representative agent for the purposes of this transaction. Each party shall represent to the other the absence of such brokers or representative agents and indemnify the other with respect to any breach of such representation.
- 2.6 PMB shall not be responsible for any fee charges and/or expenses however incurred by potential bidders in respect of the offer.
- 2.7 PMB and Bidder shall bear their own costs and expenses associated with the preparation and signing of the transaction documents. The Bidder shall bear the stamp duty payable on the transaction documents.
- 2.8 This RFB constitutes an invitation to submit an offer only. This RFB is not an offer and does not give rise to an obligation to enter into any contractual obligations. PMB will not be bound by the terms of any offer received in response to this RFB, nor by any statement made by PMB in connection with this RFB. However, the Bidder's participation in this RFB is based on full acceptance of PMB's General Terms of Sale as attached to this RFB in the event the Bidder's offer is accepted by PMB.

- 2.9 The terms contained in this RFB will prevail over any conflicting terms which are contained in any other offer submitted in response to this RFB (unless expressly agreed to by PMB in writing).
- 2.10 The recipient of this RFB (and/or any potential Bidder which makes the offer) will not be entitled to reclaim any of its cost or any other liability associated with its (or any third party's) involvement in the RFB process and PMB will not incur any liability to such person (or third parties) whatsoever in relation to this RFB.

3.0 Schedule of Payment

- 3.1 Buyer shall pay PMB a deposit equivalent to the amount of 1% of the offer price in USD ("Initial Deposit") within two (2) business days on receipt of Letter of Award from PMB.
- 3.2 Upon the signing of the Sale and Purchase Agreement, Buyer shall pay PMB an additional deposit to the amount of 9% of the offer price in USD.
- 3.3 Full payment of the purchase price shall be made prior to the delivery of the aircraft.

4.0 Bid submission

- 4.1 Your offer price in USD
- 4.2 Company profile
- 4.3 Company letter of Registration/Authority
- 4.4 Submission is by electronic mail to the following address:
E-mail: pmb.ats@khazanah.com.my

5.0 RFB Sale schedule – Refer to Attachment 2

6.0 Closing Time and Date

- 6.1 All offer must be submitted to PMB at the above E-mail address by **3:00 p.m. Malaysian time on the 18th of January 2012.**
- 6.2 The final offer (after performing due diligence inclusive of aircraft, engine and records inspection) must be submitted to PMB at the above E-mail address by **3:00 p.m. Malaysian time on the 20th of February 2012.**

7.0 Enquiries

7.1 All enquiries shall be addressed to:

Mohd Johari Rahmat
General Manager – Aircraft Technical Services
Penerbangan Malaysia Berhad
Level 33, Tower 2,
Petronas Twin Towers,
Kuala Lumpur City Centre
50088 Kuala Lumpur
Tel: +603-2034 4772
Fax: +603-2034 0229
Email: johari.rahmat@khazanah.com.my

8.0 Confidentiality

8.1 All information provided by PMB to the recipients of this RFB (or to any other party in connection with this RFB) is strictly confidential and is not to be disclosed to unrelated parties without the express permission of PMB. Shortlisted Bidders will be required to enter into appropriate confidentiality agreements.

ISSUED BY : **TECHNICAL DIVISION, PMB**
DATE OF ISSUE : **04 January 2012**