



REQUEST FOR PROPOSAL

Open tender of Malév Hungarian Airlines Ltd.

SUBJECT: Purchasing of aircraft carpet

No.: 162/367/2009

Schedule:

Date of announcement:	December 4, 2009
Proposal due date:	January 18, 2010
Expected time of result announcement:	February 15, 2010

Budapest, December 4, 2009

TENDER DETAILS

1. Name, address, telephone and fax number of the Enquirer: Malév Ltd., 1097 Budapest, Lurdy-house, Könyves Kálmán krt. 12-14.

Person in charge: Zsuzsanna Kamarás

Phone: 235-3278

Fax: 235-3306

E-mail address: kamaras.zsuzsanna@malev.hu

Bidder can ask information only from the point of contact indicated above. The Bidder must not enter into contact with any employee or representative of the Enquirer other than the above mentioned contact person. Violation of this rule may result in disqualification from the tender procedure.

2. Subject of tender:

Malév Hungarian Airlines Ltd. announces an open tender for the following deliveries:

The detailed description of the goods which have to be delivered by the successful bidder can be found in **Annex No. 1**.

3. Asking questions:

Bidders may request additional information in writing from the Enquirer not later than 3 working days before the proposal due date.

4. Formal requirements of the proposal:

Please send your proposal via e-mail in non-editable format (e.g. pdf,tif), duly signed by the authorised representative(s) of your company. Samples from all offered product version should be attached in 30x30 cm units such as digital form of these colour-patterns for computer analyzing the harmony on board. Only that offer will be evaluated that has a sample attached with. **Bidder has to mark the samples clearly in reference to the offer, identifying which price belongs to which product!** The deadline for submission of the samples is the same as the deadline for submission of the offer.

5. Address of reference sample submission:

By mail: Malév Ltd. 1097 Budapest, Lurdy-house, Könyves Kálmán krt. 12-14., Beszerzési Osztály, by courier or by personal delivery: the above address, 2nd floor, Malév Ltd. Reception, every working day from 9:00 am to 3:00 pm. The envelope should be marked "**162/367/2009 Purchasing of aircraft carpet**".

6. Requirements for the contents of the proposal

- prices according to the specification described in ANNEX No. 1
- certificate of abrasion resistance, color durability, unshrinkable parameters (allowed shrinkage at wet cleaning: max. 10 mm/10 m at length), wet and dry cleanable parameters.
- Declare the country of origin
- Quality Certificate of the manufacturer (should be attached to each consignment) and JAA/AESA Form One or equivalent certificates
- List of references of similar deliveries that were accomplished in the past 2 years, indicating the name of the partner and the annual quantity. Enclosing

letter of recommendation from customers is preferred. The letter should contain: purchased annual quantity, technical description of the carpet, average change interval, experiences regarding abrasion resistance, color durability and shrinkage etc.

7. Requested data to certify the Bidder's professional and financial competence

Copy of the specimen signature of the person signing the proposal.

Audited balance sheet or annual report of year 2008 in copy.

Detailed and duly signed representations by the Bidder that:

- there are no dissolution, bankruptcy or liquidation proceedings pending against it and that its breach of contractual duties has not been established in a final decision,
- during the three years preceding the submission of its proposal, no final decision was passed by any court or the Competition Authority establishing violation of law within the scope of its business activities,
- the company has no taxes or social security contributions outstanding,
- it accepts the provisions of this Request For Proposal and the contract draft contained herein and is prepared to sign the contract with no changes to its contents in the event that its proposal is awarded.

Company introduction: the Bidder's introduction with contents as specified in Annex No. 3 attached hereto.

8. Expiry of proposal binding, limitations

The Enquirer shall consider the Bidder to be fully bound by the proposal which it submits in response to this Request for 90 days following its receipt. The Bidder warrants that the data specified in its proposal are correct, the proposal is free of errors and the data related to prices are accurate.

Disclosure of any information relating to this Request or the proposals submitted in response to it is subject to the consent and written permission of the Enquirer.

The Enquirer shall have no obligations arising out of the proposals received. The Enquirer reserves the right to reject any or all of the proposals received without specifying the reasons thereof, despite the full compliance of such submissions with the requirements of the Request.

The Enquirer shall have no obligations arising out of this Request. The Bidder shall not be entitled to make any claims based on this Request.

Proposals will be treated confidentially; however, no legal remedy shall be available to Bidders.

The Enquirer reserves the right to enter into an agreement with the Bidder ranked second in the event that no written agreement is concluded between the Enquirer and the awarded Bidder within two weeks following the announcement of the result of the tender.

Annex no. 1.

SPECIFICATION

1. 4000 m² (annual quantity, only for information) aircraft carpet with the following specification:

- Pile material: 100% new virgin wool,
- Back : synthetic and glass fibres, thickness: min.1 mm
- Construction height: approx. 2 mm
- Total height: approx. 5 mm
- Pile height: approx. 3 mm
- Conditioned total weight: 1100- 1600 g/m²
- Density: 102'400 loops per sqm

Width: 2 m

Production length: min. 23 m max. 25 m

Colours:

- Base: Pantone blue: 282
- Pattern: non-regular pattern for easy cut, with usable colours of Pantone green: 369; Pantone grey: 441

Piping thread:

If the offered carpet needs, than we ask for your quotation for 100 kilograms (annual quantity, only for information) of piping thread on 2 kilograms hasp.

2. Other requirements:

2/I. Required standards:

JAR/FAR 25.853 flammability

BSS 7238 smoke generation

BSS 7239 toxic gas generation

EN 1815 or BSS 7311 electrostatic propensity

Please advise the durability (according to ISO requirements) of the offered carpet

2/II. Delivery:

The delivery time of the first part shipments: (this requirement is compulsory to fulfill)

Quantity: 1000sqm

Asked delivery date: as soon as possible

4 part shipment

The requested delivery time of the further part shipments: 6 weeks after receipt of purchase order.

2/III. Attachment of samples:

Please send a reference sample (30x30 cm units) for the evaluation from the offered products.

Only that offer will be evaluated that has a sample attached with.
Bidder has to mark the samples clearly in reference to the offer, identifying which price belongs to which product.
The deadline for submission of the samples is the same as the deadline for submission of the offer.

2/IV. Others:

Price basis on: DDP Budapest Ferihegy Airport
Price in: EUR

Annex no. 2.

DELIVERY CONTRACT DRAFT

(hereinafter referred to as "present contract")

Nr.: ...

Concluded by and between

... (Principal office: ..., Registration number: ..., Registry office: ..., VAT ID Number: ..., Represented by: ...) as Supplier, hereinafter referred to as Supplier and

Malév Hungarian Airlines Ltd. (Malév Ltd.) (Principal office: H-1097, Budapest Könyves Kálmán krt. 12-14. Hungary, Registration number: 01-10-042034, Registry office: Metropolitan Court Budapest as Companies Registry, VAT ID Number: HU10799079, Represented by: ... and ... jointly) as Buyer, hereinafter referred to as Buyer

The Supplier and the Buyer are hereinafter individually referred to as "the Contracting Party" and collectively as "the Contracting Parties")

on the place and date as set out below under the followings terms and conditions:

1. Background

Buyer applied an open acquisition procedure for aircraft carpets (hereinafter referred to as the "Goods") on the 4 of December 2009.

The winner of the above mentioned tender was Supplier.

2. Subject of the present contract

The Contracting Parties agree that Supplier shall deliver Goods ordered in individual orders detailed in Annex No.1 of the present contract and Buyer shall accept the contractually delivered Goods and effect the payment of the ordered and delivered Goods according to the terms and conditions of the present contract.

3. Terms of delivery

3.1. Ordering and Confirmation

Goods according to the Annex No.1 of present contract can be ordered only in writing. Delivery schedule is specified in the relevant Annex No.1.

Supplier shall confirm in writing the orders within 3 working days after the receipt thereof indicating the delivery dates.

3.2. Place of delivery

Contracting Parties agree that Supplier shall deliver the Goods to the establishment of the Buyer namely to H-1180 Budapest, Budapest Ferihegy International Airport, Purchasing Department - Áruátvételi és Raktározási Csoport

Contact person for correspondence: ...

Tel: ...
Fax: ...
E-mail: ...

3.3. Time of delivery
Specified in Annex No.1.

3.4. Advice of Dispatch

Simultaneously with the dispatch of the Goods Supplier shall advise Buyer on the exact date of dispatch, weight, colli numbers, airway bill No. or CMR No. /or register No. of the truck or number of carriage/, and the expected time of the arrival by telefax no: ...

3.5. Marking

The marking of dispatched collis /cases, cartons, etc./ should read:

Malév Ltd. - Purchasing Department,
Contract No., Annex No., order No. and fragile or other warning signs/symbols.

3.6. Packing

Durable export packing corresponding to mode of transport according to the Annex No.1.

3.7. Documentation

Supplier shall provide and attach the required certifications in English to the Goods.

Original Quality Certificate of the manufacturer should be attached to each consignment.

Annex No. 1. contains the requirements regarding to the other certificates must be attached to the consignment.

4. Conditions of payment

4.1. Delivery basis

DDP Budapest Ferihegy International Airport

Prices for the Goods as per Annex No.1 are to be understood and set in euro.

Prices are not subject to alterations during the first contract year and for the quantities in the ANNEX No. 1.

Prices include durable export packing appropriate for the delivery method applied.

4.2. Time and terms of payment

Buyer shall pay the purchase price of the delivered Goods according to the prices included in the Annex No.1 of present contract in case of Supplier's contractually fulfillment.

Attached to the invoice must be the copy of delivery protocol (acceptance of performance) or third copy of delivery note (waybill) evidencing the fulfillment.

2 copies of the relevant invoice/s/, consignment note/s/ shall be attached to the shipping documents as well as to the Nr. 1 colli of the consignment.

The Supplier shall deliver together with the Goods: original Quality Certificate of the manufacturer according to Annex 1.

Payment shall be effected in EUR within 45 banking days after receipt of the goods and original invoice by bank transfer to the following bank account:

Supplier's bank: ...
Account Number: ...

SWIFT: ...

IBAN: ...

Billing address:

Malév Ltd. Számviteli és Nemzetközi Elszámolási Osztály
1097-H Budapest, Könyves Kálmán Krt. 12-14.

4.3. In case Buyer doesn't fulfill its payment obligations until the maturity date, Supplier is entitled to charge default interest at the rate of EUR LIBOR + 1,5 %/year after the sum of the accepted invoice and calculated for the delayed days. Buyer is not obligated to pay any interest after invoices hasn't been accepted or are challenged.

4.4 Supplier hereby contributes that penalty and costs of redelivery shall be deducted from the sum of the invoice issued by itself.

5. Terms of receipt of the Goods

5.1. Quantity

Quantities in the Annex No.1 are estimated and therefore the actual orders may differ from figures indicated in the Annex No.1.

5.2. Quality

The Supplier shall deliver the Goods in accordance with the agreed specifications and warrants that the Goods are of first class quality as per such agreed standards in the Annex No. 1.

The Contracting Parties hereto shall sign a delivery protocol upon the delivery of the Goods. The day of the successful fulfillment is the day of signing the delivery protocol.

5.3. Etalon (reference sample)

Supplier should send by courier 2 pcs samples size 30 cm x 30 cm of each item to Buyer at the beginning of production and before delivering the first part shipment. If the samples meet the specified quality, Buyer shall give its approval by signing a tag and shall return one reference sample with the signed tag to the Supplier for confirmation thereby the giving approval to the dispatch of the first part shipment.

The accepted reference samples are valid for the whole quantity of the agreement.

If the delivered Goods do not meet the specified quality and are not in compliance with the reference samples, Contracting Parties shall commence a negotiation immediately about a possible solution.

5.4. After arrival of the Goods to Budapest, Ferihegy International Airport Buyer shall perform quantity and quality inspection of Goods. Quantity and/or quality discrepancies must be registered in a one side written report by the Buyer, which shall be accepted by the Supplier.

5.5. Supplier shall cure each and every quantity and quality discrepancies, late or non-delivery and shall fulfill any requests for additional delivery in case of shortage in reasonable short time but in 30 days upon the receipt of the aforesaid protocol the latest. Defective or goods delivered not in compliance with the order placed will be returned to the Supplier at the sole discretion of the Buyer at Supplier's costs.

6. Delayed Fulfillment

In case of delay in delivery not caused and evidenced by force majeure the following penalty is applicable, whereby Supplier shall notify Buyer on the expected time of delay:

- a.) In case of delay within 7 days after the deadline of the scheduled delivery the value of the ordered Goods should be paid as penalty: 5 %
- b.) In case of delay from 7 to 30 days after the deadline of the scheduled delivery the value of the ordered Goods should be paid as penalty: 10 %
- c.) In case of delay more than 30 days after the deadline of the scheduled delivery the value of the ordered Goods should be paid as penalty: 15 %

After more than 30 days of delivery delay Buyer has the unilateral right to cancel the order.

In case Supplier cancels a confirmed order it should pay additionally a forfeit of 15% of the order value.

7. Force Majeure

In performing their obligations the Contracting Parties shall not be responsible for delays or deficiencies that have been caused or evidenced by flood, strike or other unrests, fire, accident, or otherwise by virtue of force majeure, perilous elements, war, embargo, judicial order, obstacles for the part of the government (imminent at this moment or in the future, in particular unexpected losses in consequence of market regulation and ban on import), or in a cause preventing the performance of sufficient control by the Contracting Party (together hereinafter referred to as: Force Majeure).

The Contracting Parties have agreed upon that they shall exert themselves as much as possible to eliminate or overcome such obstacles and to continue performing this contract.

In case the Force Majeure lasts longer than sixty (60) days or in case it is foreseeable that the Force Majeure will last longer than this period, the Contracting Party not directly affected by the Force Majeure event shall have the right to terminate forthwith present contract by written notice to the other Contracting Party.

8. Warranty, defective performance

Every care should be taken to ensure that first class material and manpower shall be applied in the manufacture of goods. Supplier represents and warrants that all Goods delivered under the present contract are of first quality, conforms to the samples given and manufactured in compliance with the relevant generally accepted international industrial practices.

Supplier shall deliver Goods in accordance with the accepted reference samples.

In case the delivered Goods do not meet the specified requirements set out in Annex No.1 Contracting Parties shall negotiate in good faith to reach one of the following solutions in 15 days upon the receipt of the protocol on defective performance by the Supplier:

- a./ Buyer takes over the consignment at a reduced price agreed by the Contracting Parties

b./ Buyer returns the complained consignment on Supplier's costs and Supplier shall deliver Goods in quantity and quality in compliance with the order on his own costs within 7 days from the receipt of the Buyer's protocol and shall pay a penalty set forth in Clause 6.

9. Duration, modification, termination

9.1. The present contract becomes effective through execution of both Contracting Parties (authorized company representatives signature and stamps) on the date of (last) signature.

9.2. Modification of the present contract is only valid when made in writing.

9.3. The present contract is concluded for an unlimited period and will be in force until terminated by either Contracting Party through its written notice to the other Contracting Party specifying a notice period of 30 days.

9.4. Supplier shall fulfill orders received until date of termination of the present contract.

10. Severability

This Contract regulates the relationships between the Contracting Parties. It supersedes and annuls the existing contracts with respect to the subject of the present contract, which have been concluded between and by the Contracting Parties or their legal predecessors, whether in writing, orally or tacitly.

11. Partial invalidity

In the event that any of the provisions in the present contract is declared wholly or partly invalid or unenforceable by the competent authority, it shall not affect the validity of the rest of the provisions of the present contract, which shall remain thereby unprejudiced. The Contracting Parties commit themselves to replace it with a provision corresponding to the purpose of the present contract.

12. Applicable Law, Arbitration

The Contracting Parties determine and fix the Civil Code of Republic of Hungary.

The Contracting Parties agree that all disputes arising from or in connection with the present contract, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Procedure.

The number of arbitrators shall be one.

The language to be used in the arbitral proceedings shall be English.

13. Miscellaneous conditions

13.1. Supplier represents to have all information necessary to fulfill each and every responsibility under the present contract.

13.2. Buyer represents to have provided Supplier with all information required by or useful for the performance of the present contract.

ANNEX Nr. 1.

according to the Delivery Contract Nr.: ...

Informatory volume, the actual quantity can differ from quantities given below.
Buyer does not undertake liability to order the quantities given below.

Product/group	Quantity	Unit price in EUR/m2	Total price in EUR/m2
Aircraft carpet (m2)	4000		
Piping thread (kg)	104		
Total:			

Appearance and quality: According to the approved etalons.

Documentation: The whole description of the Goods should be attached to each consignment: abrasion resistance, colour durability, unshrinkable parameters (allowed shrinkage at wet cleaning: max. 10 mm/10 m at length), antistatic, washable and dry cleanable parameters.

Documentation for the goods, which has to be attached to each consignment:
Quality Certificate of the manufacturer should be attached to each consignment and JAA/AESA Form One or equivalent certificates.

The delivered products must meet the following Quality requirements:

JAR/FAR/CEU 25.853 flammability
BSS 7239 toxic gas generation
EN 1815 and BSS 7311 electrostatic propensity
BSS 7238 smoke generation

The above mentioned certificates must be attached to the first delivery of the ordered goods.
Supplier shall provide the Buyer with the above listed certificates in case of request.

Packaging: in rolls.

Delivery: 4 part shipment.

Delivery time of the first part shipment: 1000 m² carpet and 25 kg piping thread within ... weeks after the date of the (last) signature on the present contract.

Delivery time of the further part shipment: within 6 weeks after receipt of the call-off.

Date:2010

Date:2010

On behalf of the Supplier:

On behalf of the Buyer:

.....

.....

Annex no. 3.

COMPANY DATA

1. Company name:
2. Company address:
3. Registration number:
4. VAT number:
5. Subscribed capital:
6. Revenue in 2008:
7. Number of full-time employees:
8. Main profile of company:
9. Main references, value of project (including contact data):
10. Contact person and e-mail address:
11. Website:
12. Phone:
13. Mobile phone:
14. Number of quality assurance certificate:
15. Name and address of account manager bank:
16. Bank account number:
17. Other information:

Please attach the copy of licences and certificates which are necessary for your business activity, furthermore the copy of quality assurance certificate.

Date: 200.....

Signature: