

Documentation
of invitation to tender process No. 94/2016

**Contract tendered: supply of headphones for passengers business class on the aircraft
B777 airline "Aeroflot"**

Customer: Closed Joint Stock Company "Aeromar" (CJSC "Aeromar")

Designated company: not involved

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SECTION I. GENERAL CONDITIONS OF INVITATION TO TENDER PROCESS

1. Overview

Terms and Definitions:

- 1.1. Unified Information System** – the official website of the unified information system for tenders in the Internet information and telecommunication network www.zakupki.gov.ru (hereinafter – EIS).
- 1.2. Customer** – a legal entity, according to the interests and at the expense of which the tender is made – Closed Joint Stock Company "Aeromar" (CJSC "Aeromar").
- 1.3. Tender** – acquisition of goods, works and services by the Customer by means specified in the Tender regulations for goods, works and services of CJSC "Aeromar" (hereinafter – Tender regulations).
- 1.4. Tender on behalf of PJSC "Aeroflot"** – a tender initiated by PJSC "Aeroflot" (to be confirmed by the official letter on the company letterhead, signed by an authorized person of PJSC "Aeroflot").
- 1.5. Tender records, tender documentation** – either tender documentation or auction documentation in electronic form, or documentation of a closed auction, or documentation of the invitation to tender or other documentation of tender carried out in the manner prescribed in the tender regulations.
- 1.6. Competitive negotiation** – a method of tender, at which the terms of the contract conclusion are determined during the negotiations.
- 1.7. Lot** – goods defined by a specific notice and documentation, bought using one procedure, detached by the customer into a separate tender for the rational and efficient use of funds and development of fair competition.
- 1.8. Tender security** – either funds settled by a tender participant for taking part in such tender or a bank guarantee (if such type of security is specified in the tender documentation) provided by the tender participant for taking part in such tender. The size, the settlement procedure (terms of providing the bank guarantee) and the procedure of the security refund are specified in the tender documentation. The amount of the tender security can not exceed 5% of the initial (maximum) contract price, and for tenders carried out only for small and medium-sized business entities, the amount of such security may not exceed 2% of the initial (maximum) contract price. If the tender is carried out for several lots, the size of the tender security is set separately for each lot.
- 1.9. Contract security** – either funds deposited by the tender participant, which the contract is concluded with, before signing such a contract, or a bank guarantee (if such type of the contract security is specified in the tender documentation) provided by the tender participant, which the contract is concluded with, before signing such a contract. The size, the settlement procedure (terms of providing the bank guarantee) and the procedure of the contract security refund are specified in the tender documentation. The amount of the contract security can not exceed 30% of the initial (maximum) contract price, and for tenders carried out only for small and medium-sized business entities, the size of the security is as follows:
- a) it can not exceed 5% of the initial (maximum) price of the contract, unless the contract provides for the payment of the advance;
 - b) it is set at a rate of advance, if the contract provides for the payment of the advance.
- If the tender is carried out for several lots, the size of the contract security is set separately for each lot. If the payment procedure assumes the payment of the advance, the customer is entitled to set the contract security amount equal to the advance amount.
- 1.10. Security deposit** – funds settled by the tender participant, which the contract is concluded with, before signing such a contract, as a security of monetary obligations, including the obligation either to pay damages or to pay a penalty in case of breach of the contract. Upon the occurrence of the circumstances stipulated in the contract, the amount of the security deposit shall be included on account of performance of the corresponding obligation (*Art. 381.1 of the Russian Federation Civil Code*). The size, the settlement and return procedure for the security deposit are specified in the tender documentation. The size of the security deposit can not exceed 30% of the initial (maximum) contract price.
- 1.11. Electronic platform operator** – a legal entity, regardless of its organizational and legal form, type of ownership, location and place of capital origin, the state registration of which is carried out in the territory of the Russian Federation, which owns the electronic platform and firmware necessary for its functioning and ensures electronic tender procedures in accordance with the applicable Russian legislation.
- 1.12. Determination of the supplier (contractor)** – a set of actions that are carried out by the customer in accordance with this tender regulation, from placement either of the notice of tender of goods, works and services for the customer's or served airlines' needs, or invitation to participate in the closed tender, and are completed by the contract conclusion (hereinafter – the tender procedure).
- 1.13. Prequalification** is conducted to identify tender participants, the qualification of which will allow the participation in the procedures of tender of goods, works and services for the needs of the customer or served airlines, and their inclusion into the list of qualified suppliers (contractors) for up to three years.
- 1.14. Products** – goods, works and services.

1.15. Customer's website – the official website of the customer in the Internet information and telecommunication network for posting the information of tender in cases stipulated by Federal Law No. 223-FZ dated July 18, 2011 "On tender of goods, works and services by certain kinds of legal entities" – www.aeromar.ru.

1.16. Designated company – a legal entity involved by the customer on the basis of the contract for performing separate functions for defining the supplier (contractor) through carrying out the tender, including for the development of the tender documentation, posting a tender notice in the Unified Information System, sending invitations to participate in the closed tender, performing other functions related to supplier (contractor) definition.

1.17. Trades (including electronic ones) – a mode of tender conducted in the form of competition, auction or in any other form permitted by law.

1.18. Tender participant – any legal entity or several legal entities acting on behalf of one tender participant, regardless of the organizational and legal form, form of ownership, location and capital origin, or any individual or several individuals, acting on behalf of the tender participant, including one or several individual entrepreneurs, acting on behalf of one tender participant, which meet the requirements established by CJSC "Aeromar" in accordance with the tender regulations.

1.19. Electronic platform – a website in the Internet information and telecommunication network for carrying out tenders electronically.

2. Invitation to tender process

2.1. The customer has the right to carry out the tender of goods, works and services through an invitation to tender in case if the bidding does not provide a supply of goods, works and services within the required time and/or under the following conditions:

1) The customer can not formulate detailed specifications of the product, its assortment, determine its characteristics and identify the most appropriate solution to meet their tender needs at the time of placing the tender;

2) Carrying out the tender of goods as resources needed to carry out their main activity (tender for the needs of served airlines, including: all types of foods, drinks, products for the on-board trade). In this case, the customer reserves the right to specify the general subject of tender in the tender documentation, without a specific limited assortment, items and volume. At that, the contract is concluded with the tender winner on the basis of the proposed assortment that may change during the execution of the contract, but within the amount established by the contract. If the customer has a need for items and assortment that can not be delivered by the current provider, the customer has the right to place another tender for the required assortment.

3) The customer plans to conclude a contract for the purpose of research, experiments and development.

2.2. Depending on the possible range of tender participants, the invitation to tender may be open or closed. The decision to declare the invitation to tender as open or closed shall be made by the customer.

2.3. The closed invitation to tender is conducted in order to ensure economy, efficiency and urgency of tender if goods, works services can be bought only from a limited number of suppliers (contractors) because of their complexity, or if the costs required to examine and evaluate the alleged large number of applications exceed the expected savings from the open invitation to tender, or in other cases.

2.4. The information on the invitation to tender, including the notice of invitation to tender, its documentation, draft contract are placed by the customer in the Unified Information System not less than seven (7) days prior to the date established in the tender documents as the closing date for submitting applications for participation in the invitation to tender. The customer may send personal invitations to potential tender participants.

2.5. The participants of the invitation to tender can be tender participants being able to deliver goods, works and services, having relevant experience and positive recommendations, meeting the customer's requirements to the tender participants.

2.6. The procedure of tender documentation delivery is indicated in para. 28 of Section II, "Information card of invitation to tender", of this documentation.

2.7. The customer has the right to accept changes to the notice of invitation to tender or its documentation not later than on the date and time of finishing the period of submitting applications for participation in the invitation to tender. At that, the term for submitting applications for the invitation to tender should be extended in the way that the date of the placement of such changes in the Unified Information System would be not less than seven (7) days prior to the date of finishing the period of submitting applications for participation in the invitation to tender."

2.8. The application for participation in the invitation to tender should contain the information set out in para. 7.2.2.2 of the tender regulations.

2.9. The application for participation in the invitation to tender shall be submitted by a tender participant only in writing.

2.10. The Tender Commission shall, within seven working days following the day of ending the term for submission of applications for participation in the invitation to tender, consider applications for their compliance with the requirements set out in the notice and documentation of the invitation to tender and evaluate such applications.

2.11. The evaluation of applications for participation in the invitation to tender shall be carried out by the Tender

Commission in order to identify the best conditions for performance of the contract in accordance with the criteria and in the manner established by the tender documentation based on the tender regulations.

2.12. The invitation to tender winner shall be the tender participant having proposed the best conditions of the contract execution and having the first number assigned. The winner is not entitled to avoid the contract conclusion.

2.13. The results of the review and evaluation of applications for participation in the invitation to tender shall be registered in the protocol containing the information on the essential terms of the contract, of all the procurement applicants, of rejected applications with the rejection reasons, of a proposal for the lowest contract price, of the invitation to tender winner's data, of the tender participant having proposed the same price as the winner, of the tender participant whose contractual price proposal has the best contract conditions after the conditions proposed by the winner. This protocol shall be signed by all members of the Tender Commission and placed by the customer in the Unified Information System not later than three days from the date of signing the protocol.

2.14. In case of the winner's evasion to conclude the contract, the Tender Commission is entitled to decide to conclude the contract with a party, whose application was the second one according to the results of the evaluation and comparison of applications (proposals), on the terms of the draft contract annexed to the tender documentation, and conditions of the contract execution proposed by the participant in the application, or to take other decision, including the recommendation of tender from a single source. Such a decision should be issued in the form of the relevant protocol of the Tender Commission meeting. A tender participant, the application of which the second number was assigned to, is not entitled to refuse to sign the contract.

2.15. In case of evasion of the tender participant, the application of which the second number was assigned to, from the contract conclusion, such tender made thorough the invitation to tender shall be declared invalid.

2.16. The customer has the right, without giving any reason, to refuse to conclude the contract without compensating expenses incurred in connection with participation in the invitation to tender, to the winner or any other party.

2.17. In case of the customer's failure to sign the contract with the winner of the invitation to tender and the participant with the assigned second number, the customer shall place a notice of the recognition of the invitation to tender as failed in the Unified Information System on the customer's website.

2.18. If there is no one application or only one application submitted at the invitation to tender, or only one application is recognized as meeting the documentation requirements according to the results of the review and evaluation of applications, the invitation to tender shall be considered failed. When there is only one tender participant, its application is considered and in the case of conformity of the application and the participant to the requirements of the invitation to tender documentation, a contract is concluded with this participant. The only tender participant is not entitled to evade from the conclusion of the contract.

2.19. If the invitation to tender is considered failed and/or the contract is not concluded with the only tender participant having submitted the only application for participation in the invitation to tender, or being recognized the only participant of the invitation to tender, the customer is entitled to apply a different method of tender, including to conclude the contract with the only supplier (contractor) in accordance with para. 7.11.3 of the tender regulations.

3. Procedure of conclusion and execution of the contract

3.1. The order of the conclusion and execution of the contract is governed by the Civil Code of the Russian Federation, other normative legal acts of the Russian Federation and local acts of the customer, taking into account the following.

3.2. The customer has the right to determine several tender participants which may be entered into contracts within one tender. At the same time, the volume and prices of such contracts remain at the discretion of the customer, but not exceeding the amount and the initial (maximum) contract price specified in the documentation.

3.3. The contract with the winner or any other person with whom the contract concluded in accordance with the tender regulations (hereinafter in this section – the tender participant being obliged to conclude the contract) should be signed by the parties no later than twenty (20) working days from the date of the customer's decision to conclude such contract, except if, in accordance with the legislation of the Russian Federation, the contract should be preliminary approved by the customer's governing body, as well as cases when the actions (inaction) of the customer at the implementation of tender are appealed to an antimonopoly authority or in the courts. In such cases, the contract should be concluded within twenty (20) working days from the date of approval by the customer's governing body regarding entering into the contract, or from the entry into force of the decision of the antimonopoly authority or a judicial act providing for the contract conclusion.

3.4. The contract with the tender participant being obliged to conclude the contract shall be concluded after granting a security deposit and/or contract security, compliant to the tender documentation, by such participant (if the requirement to provide a security deposit and/or contract security were provided by the customer in the tender documentation).

3.5. If the tender participant being obliged to conclude the contract failed to timely provide the signed contract to the customer within the period specified in para. 3.2 of this document, or failed to provide an appropriate security deposit and/or contract security (if the requirements to provide a security deposit and/or contract security were provided by the customer in the tender documentation), such participant shall be deemed evading from the conclusion of the contract. In case of the participant's evasion from the conclusion of the contract, the application security made by such participant will not be returned (if the requirement to provide the invitation to tender application security was provided by the customer in the tender documentation).

3.6. If the tender participant being obliged to conclude the contract is recognized as evaded from the conclusion of the

contract, the customer has the right to conclude a contract with a tender participant, the application of which has the next sequential number assigned. The participant who is assigned the next sequential number shall be obliged to conclude the contract.

3.7. The customer has the right to refuse to conclude the contract with the tender participant, who is obliged to conclude the contract, in the following cases:

- inconsistency of the tender participant being obliged to conclude the contract with the requirements set forth in the tender documentation;
- submitting the false information in the tender application by the tender participant being obliged to conclude the contract;
- if the contract concluded according to the results of the tender procedure is a major transaction and/or a non-arm's length transaction for any of the parties, and the approval of such transaction is not obtained in accordance with the Russian legislation.

3.8. Changing terms and conditions specified in the protocol compiled according to the tender results, except as authorized by the tender regulations, is not allowed.

3.9. At the conclusion of the contract between the customer and the tender participant being obliged to conclude the contract, pre-contract negotiations are possible (including through drawing up protocols of disagreements), aimed at clarifying small and non-essential contract details. Pre-contractual negotiations should be conducted according to contract conclusion terms. If the customer's tender documentation stipulates initial unit prices for individual goods (works, services), their stages, groups, etc., the customer shall include the corresponding prices into the contract text (into the estimate, specification, other application) keeping the proportional ratio of these prices by applying a reduction factor to the initial unit prices. The reduction factor is calculated by dividing the price proposed in the tender procedure by the participant being obliged to conclude the contract, for the initial price of the contract. The customer and the supplier (contractor) have the right to agree unit prices and to define them in any other way.

3.10. The customer has the right, according to the agreement with the tender participant being obliged to conclude the contract, to change the following at the conclusion and execution of the contract:

- a) the volume of bought products stipulated in the contract.
 - The customer has the right, according to the agreement with the supplier, to change the contractual goods quantity by no more than 20% at the conclusion of the contract. At increasing the amount of delivered goods the customer shall, according to the agreement the supplier, have the right to change the original price of the contract according to the changed goods quantity, and at entering corresponding amendments to the contract due to a reduction of not more than 20% of delivered goods, the customer is obliged to change the price of the contract in the prescribed way by its reduction without changing other terms of the contract execution.
 - The customer shall, according to the agreement with the supplier (contractor) at the contract performance, be entitled to change the contractual amount of delivered goods (volume of work performed, services rendered) by no more than 20%, and in case of additional goods (works, services) needs not stipulated in the contract but associated with the goods (works, services) provided by the contract, or at the termination of the need for the list (assortment) of goods (works, services) provided by the contract. At increasing the quantity and/or name (assortment) of the delivered goods (volume and/or type of work performed, services rendered), the customer shall, according to the agreement with the supplier (contractor), have the right to modify the original price of the contract according to the changed quantity and/or name (assortment) of supplied goods (volume and/or type of work performed, services rendered), and when amending the contract due to a reduction of no more than 20% of the quantity and/or name (assortment) of goods supplied (volume and/or types of work performed, services rendered), the customer is obliged to change the contract price in the stipulated manner by its reduction, without changing other terms of the contract execution.

б) terms of fulfillment of contractual obligations, if the need to change the terms is caused by force majeure or the customer's delay in performing its obligations under the contract;

- в) the contract price:
 - by its reduction without changing other terms of the contract execution;
 - in cases stipulated by para. a), para. 8.11 of the tender regulations;
 - in case of the inflation price growth on the basis of either the forecasted deflator index published by the Ministry of Economic Development of the Russian Federation, or other credible sources of information;
 - in case of changes of prices regulated by the state legislation (tariffs) in accordance with the Russian legislation;
 - in case of a contract of energy supply or of sale of electric energy with the electric power supplier.

3.11. If the volume and/or price of the bought goods or terms of execution of the contract are changed at the conclusion and execution of the contract as compared with those drawn in the protocol compiled according to the tender results, the customer provides information about the amendment of the contract indicating the changed conditions in the Unified Information System and at the website, no later than within ten days from the date of amendments to the contract.

3.12. At the performance of the contract by agreement of the customer to the supplier (contractor), a delivery (use) of goods is allowed, the quality, technical and functional characteristics (consumer properties) of which are improved compared to the quality and characteristics of such goods specified in the contract.

3.13. Termination of the contract is permitted on the grounds and in the manner prescribed by the civil legislation, local acts of the customer and/or the contract terms.

3.14. If the contract concluded according to the results of the tender procedure is a major transaction and/or a non-arm's length transaction for the customer, this contract is subject to approval by the general meeting of shareholders or board of directors and can be concluded only after the respective approval receipt. In the case of non-receipt of the relevant approval, the customer is obliged to refuse to sign the contract according to para. 8.8 of the tender regulations.

3.15. If the approval of the transaction stipulated by para. 8.15 of the tender regulations can not be obtained within the time specified in para. 8.4 of the tender regulation, and the customer has concluded the contract, such contract is subject to subsequent approval. If the transaction is not approved, the customer is entitled to unilaterally cancel the contract execution with notifying the supplier (contractor).

3.16. The document confirming the fulfillment the parties' obligations under the contract shall be the final Act of Settlement for such contract, duly executed and signed by the parties.

4. Rules and terms of Incoterms 2010

- **FCA** (*eng. Free Carrier*) provides for the transfer of goods by the supplier to the carrier or another person designated by the customer. The supplier transfers the goods in its own premises or in another agreed place. FCA Incoterms 2010 provides for that the chosen place of delivery affects the loading. If unloading occurs at the supplier's premises, FCA Incoterms 2010 makes the supplier responsible. If delivery occurs at any other place, the supplier is not responsible for the goods, unless otherwise is stipulated by the contract. FCA terms oblige the supplier to carry out all the formalities associated with the customs clearance of the goods required for its exports. However, the supplier does not bear any customs formalities necessary for the goods import.

- **CPT** (*eng. Carriage Paid to...*) provides for the delivery of the goods to the carrier designated by the supplier. The goods are transferred at the agreed place and CPT Incoterms 2010 oblige the supplier to conclude a contract of carriage. Under CPT terms, the supplier also bears all the costs of transportation until delivering the goods at the place agreed with the customer. The supplier is deemed to fulfill its obligation to deliver when the goods have been transferred to the carrier. The risks and costs are transferred from the supplier to the customer in two different places. The supplier bears the risk until the transfer of the goods to the carrier. If there are multiple carriers, the risks are removed from the supplier after the transfer of the goods to the first carrier in the delivery chain. The parties may independently agree on the transfer of risks at a later stage. The costs associated with the delivery of the goods are borne by the supplier to the destination agreed in the sales contract, that should be accurately specified. Also, if the supplier bears the loading costs under the contract, it shall not be entitled to demand their reimbursement from the customer, unless otherwise agreed in the contract. According to CPT terms, the supplier performs customs formalities necessary for the export of goods. The customer, in turn, performs customs formalities necessary for the import of the goods and pays all duties and taxes at customs. There is no supplier's obligations regarding the goods insurance.

- **CIP** (*eng. Carriage and Insurance Paid to...*) provides for the transfer of the goods by the supplier at the appointed place and time. The supplier transfers the goods to the carrier nominated by the customer. According to CIP Incoterms 2010, the supplier is obliged to conclude a contract of carriage and bear the costs for the delivery of the goods at the agreed place. According to CIP Incoterms 2010, the supplier is obliged to enter into a contract of insurance, which should cover at least the minimum risk of damage or loss of the goods during the transportation. The customer can also provide an additional insurance at own expense at its own (or by agreement with the supplier). The supplier fulfills its obligation to deliver the goods when the goods pass to the carrier at the agreed place. If there are multiple carriers in the chain, the risks are removed from the supplier after the transfer of the goods to the first one. The contract with the carrier is concluded by the supplier independently. If the customer wants the risks to be removed from the supplier at a later stage, it is determined in the supply agreement. According to CIP terms, the supplier performs all customs formalities necessary for the export of the goods. Customs formalities for the import of the goods (including fees and taxes) are entirely borne by the customer. The supply agreement precisely defines the point in the agreed place of destination, as the costs to this point are entirely borne by the supplier. If, according to the contract, the supplier also bears the costs of unloading the goods at the destination, it has no right to demand a compensation of expenses from the customer.

- **CIF** (*eng. Cost, Insurance and Freight*) provides for the delivery of the goods on board. CIF Incoterms 2010 convey risks of loss or damage to the goods from the supplier to the customer at the time of loading the goods on board of the vessel. Under CIF terms, the supplier is obliged to conclude a contract of carriage and pay all costs (including freight) necessary to deliver the goods to the destination port. Also, the supplier enters into a contract of insurance which will cover the risk of damage and loss of the goods during the maritime transportation. However, the responsibility of the supplier is the organization of insurance with a minimum coverage only. The customer may realize an additional insurance at own expense for more protection. CIF terms oblige the supplier to carry out customs formalities for the export of goods, if necessary. CIF terms are not suitable when the goods are delivered the container as it is delivered usually to a terminal, not on board of the vessel. Under CIF terms, the risk and expenses pass from the supplier to the customer in two different places. The supplier is deemed to fulfill its obligations to deliver the goods when they are delivered to the carrier of the customer at the destination port. However, the risk of loss and damage to the goods passes to the customer upon delivery of the goods on board.

- **DAT** (*eng. Delivered at Terminal*) is the transfer of the goods by supplier to the customer at the agreed terminal at the place of destination. As a terminal, DAT Incoterms 2010 delivery understand any place (warehouse, dock, etc.). DAT terms also provide for unloading the goods in the terminal from the transport arrived, which is to be arranged by the supplier at its own expense. The risks of loss and damage to the goods are removed from the supplier after the delivery

and unloading in the terminal at the agreed destination. When using DAT terms, the supplier is obliged to carry out customs formalities for the export of goods. The customer, in turn, performs customs formalities for the import of the goods and pays necessary taxes and duties. The delivery contract stipulates precisely the terminal and the specific point on it, because it will be a place of transfer of risk of loss and damage to the goods.

- **DAP** (*eng. Delivered at Place*) is the transfer of the goods by the supplier at the disposal of the customer at the destination place. DAP Incoterms 2010 always imposes risks to the supplier until the delivery of the goods at the destination. At that, the supplier provides the customer the goods in transport ready for unloading. In the contract, the parties accurately determine the point at the agreed place, since all the risks until it will be borne by the supplier. Also, the supplier is not entitled to claim reimbursement of the costs of unloading the goods at the destination from the customer, unless otherwise specified in the contract. DAP terms impose performance of customs formalities for the export of the goods to the supplier. The customer, in turn, performs customs formalities for the import of goods, as well as pays customs duties.

- **DDP** (*eng. Delivered Duty Paid*) is delivery of the goods cleared for importation performed by the supplier. DDP Incoterms 2010 obliges the supplier to deliver the goods in the transport ready for unloading at the agreed destination. DDP Incoterms 2010 confers maximum obligation on the supplier. All risks and costs before delivery the goods to the destination are borne by the supplier. Also, the supplier is obliged to carry out all customs formalities necessary for the export and import of the goods. The supplier pays any VAT or other taxes and fees unless otherwise stated in the contract. The supplier is not entitled to required reimbursement costs for the unloading of the goods at the place of destination from the customer unless otherwise stated in the contract. The supplier and the customer agree the precise destination, since it will be the point of transfer of risks and expenses from the supplier to the customer.

SECTION II. INFORMATION CARD OF INVITATION TO TENDER

The following information and data change and/or supplement the provisions of Section I "General conditions of invitation to tender process". In the event of inconsistencies, the provisions of this Section **shall take precedence** over the provisions of Section I.

No. <small>1</small>	Item <small>2</small>	Explanations <small>3</small>						
1.	Customer:	<p><u>Name:</u> Closed Joint Stock Company "Aeromar" (CJSC "Aeromar") <u>Location:</u> 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31 <u>Postal address:</u> 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31 <u>E-mail:</u> zakupki@aeromar.ru, <u>Responsible officers and contact numbers:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Full name</th> <th style="text-align: center;">phone</th> </tr> </thead> <tbody> <tr> <td>Ponamareva Olga Aleksandrovna</td> <td style="text-align: center;">+7 (495) 234-94-75 add. 270</td> </tr> <tr> <td>Fedorova Yulia Aleksandrovna</td> <td style="text-align: center;">+7 (495) 234-94-75 add. 184</td> </tr> </tbody> </table>	Full name	phone	Ponamareva Olga Aleksandrovna	+7 (495) 234-94-75 add. 270	Fedorova Yulia Aleksandrovna	+7 (495) 234-94-75 add. 184
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Ponamareva Olga Aleksandrovna	+7 (495) 234-94-75 add. 270							
Fedorova Yulia Aleksandrovna	+7 (495) 234-94-75 add. 184							
2.	Name of the object (subject) of tender (lot) indicating the quantity of delivered goods, the volume of work performed, services rendered	<p><u>Contract tendered: Delivery of headphones for passengers business class on the aircraft B777 airline "Aeroflot".</u> <u>Quantity of delivered goods:</u> in accordance with Section V "Technical details" of this documentation.</p>						
3.	Description of the tender object	See Section V "Technical details" of the tender documentation.						
4.	Place, conditions and terms (periods) of delivery of goods, works and services	<p><u>Place of the goods delivery:</u> in accordance with Section V "Technical details" of this documentation. <u>Conditions and terms of the goods delivery:</u> in accordance with Section V "Technical details" and Section VI "Draft contract of the tender documentation."</p>						
5.	Initial (maximum) contract price (lot price)	<p><u>2 282 710,00 rubles with VAT (delivery term DAP Moscow SVO)</u> The price is indicated in Russian rubles.</p>						
6.	Total initial (maximum) price of spare parts for machinery, equipment, initial (maximum) price of a unit of work, services	Not applicable.						
7.	Procedure of forming the contract price (lot price)	<p><u>Procedure of forming the contract price:</u> The contract price should include the cost of goods, and should be specified with all expenses of the supplier, related to the delivery of goods, and all transportation and insurance costs, including all taxes, duties, fees, expenses at the cost proposed by third parties and other mandatory payments to be paid at the performance of the contract. Prices are fixed by the supplier in the proposal for 12 months. Prices proposed by the supplier in the future (no earlier than 12 months after the contract conclusion) can not vary by more than the size of the officially fixed rate of inflation in the Russian Federation within one calendar year. Prices may be reduced by agreement between the customer and the supplier without changing the quantity of goods, stipulated in the contract and any other conditions of the contract execution. The contract amount is formed by multiplying the prices per unit proposed by the winner by the volume of goods of the corresponding assortment stated in the Technical details of the tender documentation and in accordance with the requirements of this documentation. If the contract is concluded with a natural person, except for individual entrepreneurs and other individuals engaged in a private practice, the payment of such contract is reduced by the amount of tax payments related to the payment of the contract.</p>						
8.	Source of the tender financing	The budget of CJSC "Aeromar"						
9.	Limitation of participation of the tender participants in defining the supplier (contractor)	Not established.						
10.	The size and order of settling funds for the security of applications for participation in the tender	Not established.						
11.	Size and procedure of settling	Not established.						

	funds as a security deposit(<i>§8 (Art. 381.1) of the Russian Federation Civil Code</i>)	
12.	The size and order of the settlement of funds as a security deposit for performance of the contract	Not established.
13.	Requirements for participants of the tender	<p>Participants of the tender are persons applying for the conclusion of the contract. Any legal entity or several legal entities acting on behalf of one tender participant, regardless of the organizational and legal form, form of ownership, location and capital origin, or any individual or several individuals, acting on behalf of the tender participant, including one or several individual entrepreneurs, acting on behalf of one tender participant, which meet the requirements established by CJSC "Aeromar" in accordance with the tender regulations, can take part in the tender.</p> <p>The following requirements apply equally to all participants in the tender.</p> <p>1. The participants of the tender should comply with the following mandatory requirements:</p> <ul style="list-style-type: none"> ▪ the participant should meet the requirements established in accordance with the legislation of the Russian Federation for persons engaged in the supply of goods, that are the subject of tenders, including the availability of copies of valid licenses, qualification certificates, approvals and other authorizations of the Russian Federation government bodies and (or) other countries (if applicable) for the activity (performed by these persons or attracted entities) required for accomplishing their obligations; ▪ failure to carry out liquidation of the tender participant being a legal entity as well as the absence of a decision of the arbitration court for recognition of the tender participant as a legal entity or an individual entrepreneur being insolvent (bankrupt) and opening of bankruptcy proceedings; ▪ not suspending activities of the tender participant in the manner prescribed by the Federal Law No. 195-FZ dated 30.12.2001 "Russian Federation Code of Administrative Offences", on the date of submitting the application for the participation in the tender; ▪ absence of uncollected taxes, fees, debt for other obligatory payments to the budgets of the budgetary system of the Russian Federation at the tender participant (except to the amounts for which there is a postponing, installment or an investment tax credit in accordance with the Russian Federation legislation on taxes and fees, which are restructured in accordance with the legislation of the Russian Federation, which have a legal court decision on the recognition of the applicant duty to pay these amounts or which are deemed to be incollectible in accordance with the Russian legislation on taxes and fees) for the previous calendar year, the amount of which exceeds twenty five percent of the book value of the tender participant's assets, according to financial statements for the last reporting period. The tender participant is considered to conform the stipulated requirement if it timely appealed against the said uncollected fees, the debt and the decision for such appeal is not accepted as of the date of the application for participation in the tender; ▪ absence conviction for economic crimes at the tender participant – a natural person or a chief, members of a collegial executive body or a chief accountant of the legal entity (except for persons who have such conviction expunged or removed), as well as absence of a penalty against these individuals in the form of deprivation of the right to occupy certain positions or engage in certain activities associated with the delivery of goods, being the subject of the ongoing tender, and an administrative penalty in the form of disqualification; ▪ absence of conflict of interest between the tender participant and the customer, which refers to cases when the customer's chief and/or a member of the tender commission of the customer are married to individuals being the beneficiaries, the sole executive body of the business entity (director, general director, manager, president and others), members of the collegial executive

body of the business entity, the chief (director, general director) of the institution or unitary enterprise or other legal entities management body being tender participants, with individuals, including the ones registered as individual entrepreneurs - the tender participants that are either close relatives (relatives in the direct ascending and descending line (parents and children, grandparents and grandchildren), of full and half blood (having the same father or mother) brothers and sisters), adoptive parents or adopted children of these individuals. The beneficiaries in this paragraph mean individuals owning directly or indirectly (through a legal entity or several legal entities) more than 10% of voting shares of a business entity or a share of over 10% in the authorized capital of the business entity;

- absence of information about the tender participant in the register of unfair suppliers according to Federal Law No. 223-FZ dated 18.07.2011 "On tenders of goods, works and services of certain kinds of legal entities";

- absence of information on the tender participant in the register of unfair suppliers according to Federal Law No. 44-FZ dated 05.04.2013 "On the contract system in tenders for goods, works and services for state and municipal needs".

2. The customer is entitled to present additional requirements (including qualifying ones) to tender participants, which are stipulated by the tender documentation, including at the establishment of features of participating in the tender of small and medium-sized business entities by the Government of the Russian Federation, including, but not limited, to the presence of:

- financial resources for the execution of the contract (the availability of funds at the accounts, funds according to the financial statements);

- the right of ownership and/or other legal basis of equipment and other material resources necessary for performance of the contract;

- experience related to the subject of the contract;

- a required number of experts and other employees with a certain skill level for the performance of the contract;

- a current quality management system confirmed by the certificate of GOST ISO 9001-2011 (ISO 9001: 2008), or its analogs;

- an existing food safety management system confirmed by the certificate of ISO 22000-2007, or its analogs;

- absence of terminated contracts with CJSC "Aeromar" at the participant related to the participant's failure of its obligations under such contracts over the past two (2) years or obligations of the participant under existing contracts with CJSC "Aeromar".

When establishing such requirements, the customer determines specific units of their measurement and specifies them in Section V "Technical details" of the tender documentation.

3. At the tender participant's failure to comply with the requirements established by the tender documentation, the application may be rejected by the tender commission.

4. If several legal entities or several individuals (including individual entrepreneurs) act on behalf of one tender participant, the requirements set by the customer in the tender documentation to the tender participants apply to each of these persons individually.

5. Removal of the tender participant from participating in the definition of the supplier or a refusal to conclude the contract with the winner of the definition of the supplier is carried out at any time before the conclusion of the contract if the customer or tender commission found that the tender participant does not meet the requirements referred to in item 1 and/or item 2 (if any requirements) of para. 13 of Section II "Information card of invitation to tender" of the tender documentation or provided false information regarding its compliance with the above requirements.

6. The tender participant should confirm the compliance with the requirements stated in the tender documentation, including compliance with item 1 para. 13 of Section II "Information card of invitation to tender" of the tender documentation. Confirmations will be information letters (declaration) of the tender participant signed by the authorized person and/or statements,

		<p>letters, certificates of authorized bodies of state power. In the absence of the above confirmation, the application will be rejected.</p> <p>7. The tender participant should confirm compliance with the requirements (if any) stated in item 2 para. 13 of Section II "Information card of invitation to tender" of the tender documentation. The documents confirming such conformity will be the documents referred to in Section V "Technical details" of the tender documentation. In the absence of the above confirmation, the application will be rejected.</p>
14.	Application form for participation in the tender (lot)	<p>The tender participant submits an application for participation in the tender only in writing. The application should contain reliable information and documents referred to in this Information card of invitation to tender and forms in accordance with the requirements of this tender documentation.</p> <p>The application for participation in the tender is applied in strict accordance with the order of application and the time periods specified in this documentation. Applications submitted with the violation of procedure and terms, are not allowed to review and will be returned to the tender participant who submitted such application.</p>
15.	Requirements for registration of the application for participation in the tender (lot)	<p>The participant submits an application prepared in accordance with the requirements of Section IV «Instructions for filling out the application for participation in the invitation to tender" of the tender documentation.</p>
16.	Exhaustive list of documents that should be submitted by the tender participant	<p>The application should include in a mandatory manner:</p> <ul style="list-style-type: none"> ▪ an original list of documents (Form 1 of Section III. Sample forms for tender participants). ▪ an original completed in the prescribed form for the Application form of the tender participant (Form 2, Section III. Sample forms for tender participants). ▪ an original completed in the prescribed form for the agreement to participate in the tender (Form 3, Section III. Sample forms for tender participants). ▪ Business proposal (Form 4, Section III. Sample forms for tender participants). ▪ Information about the chain of owners of the supplier (Form 5, Section III. Sample forms for tender participants). ▪ Declaration of Conformity of the tender participant to mandatory requirements for the tender participant, with copies of the necessary documents. ▪ Declaration of conformity of the tender participant to additional requirements (if any), with copies of the necessary documents. ▪ The decision of approval or conclusion of a major transaction or a copy of such a decision in case if the requirement of the need for such a decision for a major transaction is set by the Russian Federation legislation, by constituent documents of a legal entity and for the tender participant, the delivery of goods that are the subject of the contract; ▪ Documents confirming the status of the tender participant: <ul style="list-style-type: none"> ▪ copies of constituent documents (charter, articles of incorporation, certificate of state registration) certified by a seal (if any) of the tender participant and signed by the authorized person; ▪ an extract from the Unified State Register of Legal Entities or an attested notary copy of such extract (for legal entities), an extract from the Unified State Register of Individual Entrepreneurs or an attested notary copy of such extract (for individual entrepreneurs), received no earlier than six months before the date of the invitation to tender notice in the Unified Information System, copies of identity documents (for another individuals), duly certified Russian translation of documents of the state registration of the legal entity or natural person as an individual entrepreneur in accordance with the law of the state (for foreign persons); ▪ a document confirming the authority of a person to act on behalf of the tender participant being a legal entity (copy of the decision on the appointment or election or a copy of the order of appointment of an individual to the position, according to which such individual has the right to act on behalf of the tender participant without authorization (hereinafter in this paragraph - the

		<p>chief). If another person acts on behalf of the tender participant, the application for participation in tender shall also contain a power of attorney to act on behalf of the tender participant, certified by the seal of the tender participant (if any) and signed by the chief (for legal entities) or its authorized person or a copy of the said authorization duly certified by a notary. If the said authorization is signed by a person authorized by the chief, the application for participation in tender shall also contain a document confirming the authority of such person.</p> <p>In case of failure to provide any document, the tender participant should substantiate the absence of any of these documents (by other supporting documents or an information letter on the entity letterhead (if any) signed by the authorized person). In the absence of the document and reasonable arguments, the application will be rejected.</p> <p>At wish of in case of availability, the tender participant may additionally provide any other documents as part of an application, including:</p> <ul style="list-style-type: none"> ▪ copies of the results of audits; ▪ copies of licenses, qualification certificates, approvals and other authorizations of state bodies of the Russian Federation and (or) other countries (if applicable) for the activities of the participant or other attracted persons, which is required to perform their obligations in accordance with this documentation. <p>Requirements to participants for the description of the delivered goods being the tender subject, their functional characteristics (consumer properties), quantitative and qualitative characteristics, being the tender subject:</p> <p>- the tender participant points out the above information in para. 3 of Form 4 "Business proposal" of Section III "Sample forms" of the tender documentation. Characteristics of the goods, should fully comply with the requirements of Section V "Technical details" of the tender documentation. In the case of non-compliance of the goods to the requirements of Section V "Technical details" of the tender documentation, the application of such tender participant will be rejected. At the description of the goods, tender participants necessarily indicate their composition, technical and quality (consumer) characteristics, size, weight, country of origin, manufacturer, brand/trade name/trademark.</p> <p>Section V «Technical details" of the tender documentation is a minimum requirement to the tender participants and delivered goods. In case of discrepancy of the application of the tender participant or the goods to the requirements of this section, this application will be rejected by the tender commission.</p> <p>The qualification documentation and the business proposal should be submitted in a sealed envelope clearly indicating the details of the tender participant, firmly attached to the envelope, and should contain the following inscription: <i>"Application _____ for participation in the tender</i> <i>(specify the name of the tender participant)</i> <i>No. 94/16 in relation to supply of headphones for passengers business class on the aircraft B777 airline "Aeroflot"».</i> Applications should be addressed to: 141426, Moscow region, Khimki. Sheremetyevskoye schossee, bld. 31.</p>
17.	Requirements for the tender participants related to the description of delivered goods, works, services	Participants' proposals are to be submitted according to Form 4 "Business proposal" of Section III of "Samples forms for tender participants" in accordance with the requirements of Section V «Technical details" of the tender documentation.
18.	Requirements for the warranty period and (or) quality assurance of goods, works and services, to the maintenance of goods, expenses for the goods operation	Not established.
19.	Requirements for sketches, drawings, photographs and other images, goods samples being	The tender participant is obliged to provide samples of the tendered goods. The tender participant shall provide samples of at least 3 units of each of the proposed goods name to verify the conformity of samples to requirements set

	tendered	<p>forth in Section V "Technical details" of the tender documentation.</p> <p>The samples of the goods are provided by the tender participant either until the date of application, or simultaneously with the submitting the application to participate in the tender, but no later than the ending of submitting the applications.</p> <p>Providing samples of the goods is recorded in the log of submission of applications for participation in the tender.</p> <p>The samples of the goods are provided by the tender participant and will not be returned after the completion of the tender procedure.</p> <p>If a tender participant provided samples of the goods, but did not apply for participation in the tender, such samples will not be considered.</p> <p>If the application is submitted, but samples are not provided, such application is rejected as not meeting the requirements of Section V "Technical details" of the tender documentation.</p> <p>If the description of the proposed goods, its functional characteristics (consumer properties), its quantitative and qualitative characteristics specified by the tender participant in Sec. 3, Form 4 "Business proposal" of Section III "Sample forms" of the tender documentation, do not correspond to the actual values of provided samples of the goods, or if the provided samples do not comply with the requirements of Section V "Technical details" of the tender documentation, such application is rejected as not meeting the requirements of Section V "Technical details" of the tender documentation.</p> <p>If Section V "Technical details" of the tender documentation establishes the requirement of a specific logo on the tendered goods, the absence of such a logo on the sample of the goods will not be a ground for rejection of the application.</p> <p>If the tender participant, in accordance with its production capacity, is unable to provide its samples of the goods within the period allowed for submission of applications, such participant shall provide other samples of the goods which have similar characteristics meeting the requirements of Section V "Technical details" of the tender documentation. In this case, the application for participation in the tender should be accompanied by a letter of guarantee of the tender participant, which will include all the characteristics of the goods, as well as the dates of manufacture of the goods equal to the provided samples.</p> <p>In case of absence of such a letter and/or similar samples of the goods, the application of such tender participant will be rejected. In case of availability of similar samples of the goods and a letter of guarantee, the goods conformance with the requirements of Section V "Technical details" will be assessed by the letter of guarantee of the tender participant.</p>
20.	Form, terms and procedure of payment for goods, works, services	The form, terms and procedure of payment are specified in Section VI "Draft contract" of the tender documentation.
21.	Evaluation criteria, procedure for the evaluation and comparison of applications for participation in the invitation to tender	In accordance with Appendix 1 to this Information card of invitation to tender.
22.	Information about the ability of the customer to increase the quantity of the supplied goods at the conclusion of the contract	The possibility is provided. At the conclusion of the contract the customer, in coordination with the tender participant with whom the contract is concluded, has the right to increase the amount of supplied goods for not more than 20%. At increasing the quantity of the goods, the customer has the right, in coordination with the tender participant with whom the contract is concluded, to modify the original price of the contract according to the quantity of the goods, and at amending the contract due to the reduction in the quantity of the goods, the customer is obliged to change the price of the contract in this way.
23.	Data about the ability of the customer to change the contractual quantity of the goods, the volume of works and services	The possibility is provided. The customer, in coordination with the supplier in the course of performance of the contract, may increase (by no more than 20%) the contracted quantity of the goods, when changing the need in the goods, regarding their delivery according to the signed contract. At that, according to the parties' agreement, the contract price may be modified in proportion to the additional quantity of the goods, on the basis of the contractual unit price for the goods, but not more than 20% of the contract price. When reducing the contractual quantity of the goods, the contract parties are obliged to reduce the

		price of the contract on the basis of the unit price of the goods. The unit price of additionally delivered goods, or the unit price of goods, with a decrease of the contractual quantity of delivered goods, shall be determined as the quotient of the original price of the contract for the stipulated contractual quantity of such goods.
24.	Data about the ability of the customer to change the contractual assortment, items and quantity of the goods	The possibility is provided. The customer has the right , in coordination with the supplier in the course of performance of the contract, to change the assortment, items and quantity of the goods specified in the contract, but within the contractual price (item 2 para. 7.6.1 of the Tender regulations). The goods assortment is the goods included in the same group of the tendered goods.
25.	Data about the ability of the customer to sign a contract as a result of the tender (for one particular lot) with a few tender participants	The possibility is provided. In order to diversify risks, the customer has the right to conclude a contract as a result of the tender with a few participants (up to five). The price of the contract with each of the tender participants is at the customer's discretion, but the total amount of all contracts concluded as a result of the tender should not exceed the initial (maximum) price of the tender.
26.	Date and place of consideration of applications for participation in the invitation to tender	<u>Date of applications consideration:</u> 10, August 2016 <u>Place of applications consideration:</u> 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31
27.	Date and place of evaluation of applications for participation in the invitation to tender	<u>Date of applications evaluation:</u> 17, August 2016 <u>Place of applications evaluation:</u> 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31
28.	Methods of receiving the documentation of the invitation to tender	The tender documentation is available on the official website of the Unified Information System of tender (http://zakupki.gov.ru) and at the customer's website (http://aeromar.ru).
29.	Language of the documentation of the invitation to tender:	Russian
30.	Time, place and procedure of submission of documentation for the invitation to tender	On the basis of the written application of any person interested in submitting the tender documentation, the customer provides the tender documentation for free. Providing tender documentation in writing is carried out on weekdays from 09:00 am to 4:00 pm Moscow time, at the address: 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31. Providing the tender documentation in the form of an electronic document is made to an email address specified in the application for obtaining the tender documentation. The obligations of the customer to provide the tender documentation in the form of an electronic document terminate at the time of its sending. The customer is not responsible for all the risks associated with obtaining the tender documentation in the form of an electronic document.
31.	Start and end dates of submitting clarification of the tender documentation to participants	<u>Start and end dates of submitting clarification of the tender documentation:</u> from 27, July 2016. (from the date of publication) to 8, August 2016 (inclusive).
32.	Fees charged by the customer for the provision of documentation of the invitation to tender, process of implementation and currency of payment	No fee will be charged.
33.	Term for applying to participate in the invitation to tender	Term for applying to participate in the invitation to tender: from 28, July 2016 (next day after the publication) till 12:00 pm 8, August 2016. (time and date of the end of acceptance of application forms)
34.	Place of submitting applications for participation in the invitation to tender	<u>Applications for participation in the tender are submitted only in writing to the address:</u> 141426, Moscow region, Khimki, Sheremetyevskoye schossee, bld. 31.
35.	Procedure for submitting applications to participate in the invitation to tender	The customer can receive applications only in writing , through a public postal service and enables submitting by a special messenger. To apply for participation in the invitation to tender, the participant shall: - come to the actual address of the customer; - being at the customer's entrance, connect with the responsible officials of the customer using extension phone numbers;

		<p>- transfer the application to the responsible official of the customer's and sign in the log of reception of applications.</p> <p>The customer receives applications for participation in the tender for the whole term of receipt of applications. The customer accepts applications on weekdays from 09:00 am to 4:00 pm Moscow time, and on the day of ending the submission of applications for participation in the tender - from 09:00 to 12:00 am Moscow time.</p> <p>The customer reserves the right to extend the term for applications to participate in the tender and make the appropriate changes in the tender documentation.</p> <p>Neither the customer nor its representatives are required to sign any documents of tender participants and persons applying for participation in the tender. Upon written request of a tender participant who submitted the application, the customer shall issue a receipt of such application.</p>
36.	Validity of applications for participation in the invitation to tender	Applications for participation in the tender should remain in effect for the duration of the tender procedures and up to the completion of this procedure, which ends with the signing of the contract or a decision on cancellation of the tender.
37.	Benefits provided by the customer to small and medium-sized business entities	Not available.
38.	Data about the customer's right to refuse to carry out the invitation to tender	The customer has the right to take the decision to refuse to carry out the invitation to tender no later than on the date of evaluation of applications for participation in the invitation to tender.
39.	Term of conclusion of the contract	<p>The order of the conclusion and execution of the contract is governed by the Civil Code of the Russian Federation, other normative legal acts of the Russian Federation and local acts of the customer, taking into account the following.</p> <p>The term of the conclusion of the contract between the customer and tender participant with whom the contract is concluded should not exceed twenty (20) working days from the date of signing the protocol of review and evaluation of applications.</p> <p><u>Note:</u></p> <p>1. If the tender participant with whom the contract is concluded is a foreign (legal/physical) person, then such a contract is concluded in the form of a bilingual document (in Russian and English).</p>
40.	Data on the application of national regulations for tender	Not applicable.

Evaluation criteria, procedure for the evaluation and comparison of applications for participation in the invitation to tender

I. Criteria:

- Price evaluation criteria:

1. Unit price of the goods – the tender participant makes a proposal at the unit price of the goods. The price is formed in accordance with the requirements of the Technical details and the quantity of the goods, as well as in accordance with para. 7 of "Information card of invitation to tender" of this documentation.

The unit of the goods is: one headphone.

Unit price – the tender participant makes a proposal on the unit price of the goods. The price is formed in accordance with the requirements and goods quantity specified in Section V "Technical details", as well as in accordance with para. 7 "Information card of invitation to tender" of this documentation.

The unit of the goods is: one (1) blanket.

Initial (maximum) unit price: 386,90 rubles without VAT.

The proposed unit price should not exceed the initial (maximum) price of the goods. In case of exceeding the unit price proposed by the tender participant, of the initial (maximum) unit price of the goods specified in the tender documentation, the application of such tender participant will be rejected.

- Non-price evaluation criteria:

2. Sound quality:

Based on the criterion of "sound Quality" will be carried out by experts of JSC "Aeroflot" on Board the aircraft. Assessment categories (poor, satisfactory, quite satisfactory, good, excellent).

3. Ease of use:

Based on the criterion of "Usability" will be carried out by experts of JSC "Aeroflot" on Board the aircraft. Assessment categories (poor, satisfactory, quite satisfactory, good, excellent).

II. Values and importance of each criterion:

Each criterion has a maximum value of 100 points.

Price criteria:

Unit price of the goods – 100 points.

Non-price criteria:

Sound quality – 100 points;

Ease of use – 100 points.

The set of criteria is **100 %**.

At that, each of the criteria stipulated in the tender (lot) has its own significance:

Price criteria:

Unit price of goods (works/services) – 60%;

Non-price criteria:

Sound quality – 20%;

Ease of use – 20%.

TOTAL 100% .

III. Procedure for the evaluation and comparison of applications:

1. For the criterion of «**Unit price of the goods**», the most advantageous proposal is the one of the less price (Π_{\min}). Such lowest price proposal is assigned a maximum number of points (100 points). The calculation is made by **the unit price of the goods**. The quantity of points awarded according to the criterion is calculated as follows:

$$\text{ЦБ}_i = \frac{\Pi_{\min}}{\Pi_i} \times 100$$

where

Π_i is proposal of the tender participant whose application (proposal) is evaluated;

Π_{\min} is the minimum proposal from the ones by the criterion of evaluation made by tender participants.

Points obtained by the tender participant are multiplied by the value according to the criterion.

2. For the criterion "**Sound Quality**" set the rating scale:

Categories of assessment	Number of points
Bad	1 point
Satisfactory	50 points
Quite satisfactory	60 points
Good	75 points
Excellent	100 points

The concept of the criterion of "sound Quality" is the volume of the reproduced sound, which should allow the passenger to listen to audio tracks entertainment that is in that quality that will allow such passenger to understand the creative intent of the author and artist when the working of aircraft engines. Points earned are multiplied by the corresponding criterion value.

3. For the criterion "**Ease of use**" set rating scale:

Categories of assessment	Number of points
Bad	1 point
Satisfactory	50 points
Quite satisfactory	60 points
Good	75 points
Excellent	100 points

The concept of criterion "Ease of use" is manufacturing quality headset, which will allow the passenger to comfortably place the headphones on your head without causing yourself the discomfort within a few hours of flight. Elements of passive noise isolation should be made of soft-touch materials. Points earned are multiplied by the corresponding criterion value.

The tender winner shall be the participant with the highest total value of criteria for the tender, whose application was awarded the first place.

If the highest total value of the tender criteria is of several applications, the tender winner is the participant who has submitted an application earlier than other such participants.

SECTION III.SAMPLE FORMS FOR TENDER PARTICIPANTS

FORM 1.

At the company letterhead
customer:
(if any)

For the
CJSC "Aeromar"

**RECORD STATEMENT OF DOCUMENTS
SUBMITTED BY TENDER PARTICIPANTS IN THE APPLICATION OF INVITATION TO TENDER**

Hereby _____
(Full name of the legal entity or the name of a natural person - the tender participant)

postal address: _____
(Postal address of the tender participant)

confirms that for the participation in the tender of the right to conclude the contract for _____,
(Tender subject)

the following documents were sent:

No.	Name	Quantity of sheets	No.No. of sheets
1.	Application form of the tender participant <i>(to be filled according to Form 2 of Section III "Samples of forms for tender participants")</i>		
2.	Consent to participate in the tender <i>(to be filled according to Form 3 of Section III "Samples of forms for tender participants")</i>		
3.	Business proposal <i>(to be filled according to Form 4 of Section III of "Samples forms for tender participants" in accordance with Section V "Technical details" of the documentation)</i>		
4.	Form of information about the chain of owners <i>(to be filled according to Form 5 of Section III "Samples of forms for tender participants")</i>		
5.	Document of registration of the tender participant: <ul style="list-style-type: none"> ▪ <u>for legal entities</u>: Statement from the Unified State Register of Legal Entities received no earlier than six months prior to the date of notice of the invitation to tender or a notarized copy of such statement. ▪ <u>for individual entrepreneurs</u>: Statement from the Unified State Register of Individual Entrepreneurs received no earlier than six months prior to the date of notice of the invitation to tender or a notarized copy of such statement. ▪ <u>for natural persons</u>: copies of identity documents. ▪ <u>for foreign persons</u>: A duly certified Russian translation of documents of the state registration of the legal entity or state registration of a person as an individual entrepreneur in accordance with the law of the state, received no earlier than six months prior to the date of notice of the invitation to tender. 		
6.	A document confirming the authority of an individual to act on behalf of the tender participant: <ul style="list-style-type: none"> ▪ <u>for legal entities</u>: a copy of the decision on the appointment or election or order appointing an individual to the position, according to which such individual has the right to act on behalf of the tender participant without a power of attorney (the chief). If another person acts on behalf of the tender participant, the application for participation in tender shall also contain a power of attorney to act on behalf of the tender participant, certified by the seal of the tender participant and signed by the chief of the participant or its authorized person or a copy of the said authorization duly certified by a notary. If the said authorization is signed by a person authorized by the chief of the participant, the application for participation in tender shall also contain a document confirming the authority of such person; ▪ <u>for natural persons</u>: if a trustee on behalf of the tender participant, the application for participation in the tender should contain the same notarized original of the power of attorney to act on behalf of the tender participant or a notarially certified copy of such power of attorney. 		
7.	Copies of constituent documents of the tender participant		

	(for legal entities: charter, memorandum).		
8.	Certificate of state registration of the legal entity.		
9.	Certificate of registration in the Unified State Register of Legal Entities registered before July 01, 2002;		
10.	Certificate of registration at the tax authority.		
11.	The decision of approval or conclusion of a major transaction or a copy of such a decision in case if the requirement of the need for such a decision for a major transaction is set by the Russian Federation legislation, by constituent documents of a legal entity and for the tender participant, the delivery of goods, that are the subject of the contract.		
12.	Copies of the documents confirming compliance of the tender participant with the requirements of the legislation of the Russian Federation for persons engaged in the supply of goods, works and services that are the subject of tender <i>(copies of the license, if the activity is licensed, acceptances, certificates, permits or other supporting documents).</i>		
13.	Other documents submitted at the discretion of the participant and recommended by the Customer (specify indicating the number of sheets).		
	Total:		

(title of the chief or the authorized person)
(signature) (last name and initials)

(for legal entities)

« ____ » _____ 201__
Seal (if any)

FORM 2.

At the company letterhead
(if any)

For the customer: CJSC "Aeromar"

Date of filling out:
«__» _____ 201__

APPLICATION FORM OF THE TENDER PARTICIPANT

No.	Indicator	Data of the tender participant
Data of the tender participant - a legal entity		
1.	Form of incorporation	
2.	Full name of the legal entity	
3.	Abbreviated name of the legal entity	
Details:		
4.	Country of incorporation	
5.	Address (location) <i>(From USRLE, with index)</i>	
6.	Actual address <i>(with index)</i>	
7.	Postal address <i>(with index)</i>	
8.	Phone	
9.	Fax	
10.	E-mail	
11.	Taxpayer Identification Number (INN)	
12.	Code of reason for registration (KPP)	
13.	Primary State Registration Number (OGRN - state registration number of the record in the Unified State Register of Legal Entities)	
14.	OKTMO code	
15.	OKPO code	
16.	Settlement account	
17.	Bank	
18.	Correspondent account	
19.	Bank Identification Code (BIC)	
Registration data:		
20.	Registration date	
21.	Registration place	
22.	Authority which has registered the incorporation of a legal entity	
23.	Number of founders	
24.	Data of founders (name, share)	
25.	Business profile	
26.	Number of the legal entity according to the national classifier of enterprises and organizations (OKPO)	
27.	Codes of activities according to All-Russia Classifier of Economic Activities (OKVED), which the entity is entitled to carry out	
Data about the tender participant - natural person		
28.	Last name, first name, patronymic name (if any)	
29.	Passport data	
30.	Residence <i>(with index)</i>	
31.	Phone	
32.	Fax <i>(if any)</i>	
33.	Email <i>(if any)</i>	
34.	Taxpayer Identification Number (INN)	

For more information, please refer to our representatives:

Last name, first name, patronymic name	Title	Phone/Fax/E-mail

(title of the chief or the authorized person)
(signature) (last name and initials)

(for legal entities)

«__» _____ 201__
Seal (if any)

FORM 3.

At the company letterhead
customer: CJSC "Aeromar"
(if any)³

For the

CONSENT TO PARTICIPATE IN THE TENDER

From:

(name of the legal entity/individual entrepreneur/individual, address (location), residence, contact phone., contact person)
Reference: tender of _____
(tender subject and number)

I, _____,
(title, last name, first name, patronymic (if any))
having examined the tender documentation, as well as the law and normative legal acts applicable to this tender, on behalf and for _____ person whose details are given in the application form,
(legal or natural person)
I inform about the consent to participate in the tender on conditions specified in the tender documentation, and send this consent.

_____ I agree (pick one or more) _____
(tender participant name) (specify the tender subject)

provided by the tender.

This consent is submitted with the understanding that the question of the admission of the tender participant to participate in the tender depends on the completeness and accuracy of all data provided by such tender participant, correct completion and submission of relevant documents and forms, as well as compliance with the requirements established for the tender participants.

_____ states that, in view of the above circumstances, the Commission reserves
(name of the tender participant)
the right to decide on the admission or refusal of admission for the tender participant and does not undertake any obligation to inform the participants about the reasons why these actions were committed, without a corresponding request from their part.

_____ states that it shall bear all costs, risks and possible
(name of the tender participant)
losses associated with the participation in the tender. The customer in any case is not responsible for and has no obligation for these expenditures, risks and possible losses.

_____ states that all disputes that may arise
(name of the tender participant)
between the customer and tender participants will be settled in accordance with the Russian legislation. In case of applying one of the parties to the court, the dispute will be considered by the Arbitration Court of the Moscow Region.

_____ certifies that the information provided in this consent and
(name of the tender participant)
documents for participation in the tender are complete, accurate and correct in every detail.

In the case of recognising _____ as the winner, and if all the documents,
(name of the tender participant)
submitted by _____ for participation in the tender, comply with the requirements of
(name of the tender participant)
legislation

and the tender documentation, _____ undertakes to conclude the contract
(name of the tender participant)
from _____ to

_____ according to the requirements of the Russian Federation legislation. In the case of concluding the contract with
(customer's name) (tender subject)
_____, the contract price will include the price of the goods
(name of the tender participant)

taking into account all the costs associated with the delivery of such goods, and all costs for transportation, insurance, including the payment of taxes, duties and fees to pay for the services of third parties and other obligatory payments, which must be paid at the execution of the contract.

This application is supplied with a full understanding of the responsibility _____
(name of the tender participant)
in accordance with the legislation of Russian Federation for providing false information.

_____ confirms:
(name of the tender participant)

- a full understanding of all the tender documentation and the absence of need for any clarification;
- that the customer reserves the right to evaluate the application of _____ at its sole
(name of the tender participant)

discretion in accordance with the terms of the tender documentation;

- that in any case there will be no claims to the tender results.

This consent is submitted with a full understanding of the fact that it demonstrates the full compliance of _____ with the requirements of technical specifications and tender documentation.
(name of the tender participant)

If the proposal or the documents of _____ do not match
(name of the tender participant)

the requirements for the documentation and technical specifications, the customer has the right to reject the application of _____ or evaluate it at its own.
(name of the tender participant)

In the event that the customer signs the contract _____, then
(name of the tender participant)
_____ guarantees compliance of the delivered goods,
(name of the tender participant)

to the requirements of the tender documentation and technical specifications. And in the case of non-compliance by _____ of contract requirements and conditions or technical specifications, the customer
(name of the tender participant)
reserves the right to terminate the contract unilaterally.

(title of the chief or the authorized person)

(signature) (last name and initials)

(for legal entities)

« _____ » _____ 201__

Seal (if any)

FORM 4.

BUSINESS PROPOSAL

At the company letterhead
customer:
(if any)

For the

CJSC "Aeromar"

Proposals for quality, technical characteristics of the goods, their security, period of validity and / or scope of quality assurance of the goods, place, terms and conditions (periods) of delivery of the goods, , as well as proposals on the functional characteristics (consumer properties) of the goods, their quantitative and qualitative characteristics (in case of supply of the goods) and other proposals on conditions of execution of the contract for

_____.
(tender subject and number)

_____, fulfilling obligations and examining the documentation
(name of the tender participant)
of the tender for the right to sign the contract with _____ for _____,
(customer's name) (name of the tender participant)

including the conditions and procedure for this tender, a draft contract for the delivery of the aforementioned goods, on behalf of _____

(title of the chief (authorized person) of the tender participant, name (in full))

authorized in the event of winning in the invitation to tender for _____
(tender subject)

to conclude the contract, we agree to deliver the tendered goods on the following conditions. In the event of winning and signing a contract with us, we agree that this proposal will be an integral part of the contract.

1. The proposed unit prices of the goods are specified in the table below:

No.	Name, manufacturer and country of origin of the goods	Currency	Unit price* without VAT (DAP Moscow SVO)	Unit price* with VAT (DAP Moscow SVO)
1				
2				
...				
	Total contract price			

**Specify in accordance with item "Procedure of forming the contract price ", paragraph 7 of Section II "Information card of invitation to tender" of the tender documentation*

2. Our proposals on the conditions of execution of the contract being the criteria for evaluating applications for participation in the tender in accordance with item 21 of Section II "Information card of invitation to tender" of the tender documentation are listed in the table below:

No.	Name of good	Description and specifications	Note
1			
2			
3			
4			

** The participant briefly points out data by each of the criteria for inclusion into the protocol*

3. Our proposals of functional characteristics (consumer properties) and qualitative characteristics of the goods and other proposals of the performance of the contract terms and conditions:

(specify proposals of the tender participant in strict compliance with Section V "Technical details of the documentation (detailed description of the delivered goods and all other conditions))

4. Terms (period) of delivery of the goods: _____

5. Place of the goods delivery: _____.

6. The business proposal is valid until _____.

(title of the chief or the authorized person)
(signature) (last name and initials)

(for legal entities)

« _____ » _____ 201__

Seal (if any)

FORM 5. INFORMATION ABOUT THE CHAIN OF OWNERS OF THE SUPPLIER (CONTRACTOR)

No.	Counterparty name (INN, type of activity)						Contract (details, subject, price, expiration date and other essential terms)					No.	Information about the chain of the counterparty owners, including beneficiaries (including the final ones)					
	INN	OGRN	Counterparty name	OKVED code	Last name, first name, patronymic name of the chief	Authority and number of the document certifying the identity of the chief	Number and date	Subject of the contract	Price (mln. rub.)	Validity	Other essential conditions		INN	OGRN	Name	Location/residence	Series and number of identity document (for natural persons)	Chief/member/shareholder/ben eficiary/data of the executive body
1.											1.1							
											1.1.1							
											1.1.2							
											1.1.3.1							
											1.2							
											1.2.1							

Title, name of the contractor chief _____

Seal _____ signature _____ /date/ _____

Note: The table shows details of the chain of the contractor's owners (founders/shareholders; in relation to the founders/shareholders being legal persons - information on their founders, etc.), including the final beneficiaries:

1.1 and 1.2 - owners of the counterparty under the contract (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. - owners of the organization 1.1 (second level owners)

and then - in a similar way to the final beneficiary (1.1.3.1)

The information in this form is confidential and not subject to disclose.

SECTION IV. INSTRUCTIONS FOR FILLING OUT THE APPLICATION FOR PARTICIPATION IN THE INVITATION TO TENDER

1. To participate in the tender, the participants should submit the data stated in the Information card of the invitation to tender and this documentation, including the forms to be completed, examples of which are given in Section III "Sample forms for tender participants" of this documentation. When filling out the forms, samples of which are given in Section III "Sample forms for tender participants" of this documentation, it is necessary to use only digital values (from 0 to 9 and/or from I to M) and/or literal expressions (from A to Z and/or A to Z) and/or words (phrases), unless otherwise expressly provided in these forms.

2. All correspondence and documents included in the application for participation in the invitation to tender should be written in Russian. Any supporting documents and printed materials submitted by the participant in another language should be accompanied by a duly certified translation into Russian. In the case of the original and the translation contradiction, the translation text shall prevail. All documents included in the application should be clearly printed. If the text of the document submitted in the application is unreadable, the document will not be accepted for consideration by the Commission and considered as absent.

3. At the formation of the proposal (Form 4, Section III "Sample forms for tender participants"), the participant should use standard notations and naming. Validity of the proposal should not be less than the term of the contract.

4. Information and proposals of the tender participant, contained in the application for participation in the tender, should be factual, specific, clear and avoiding ambiguous interpretations, and the used abbreviations should contain transcriptions.

5. The application for participation in the invitation to tender is submitted by the tender participant on time and according to the forms established by this documentation. Applications for participation in the invitation to tender submitted after the term for submission of applications will not be reviewed by the Commission and will be sent back to the tender participant.

6. All the forms set out in this documentation are filled in all fields. In case of impossibility to fill any field you should specify the reason for which the corresponding field can not be filled.

7. In case of failing to submit any document, the participant should argue the absence of such document. In the absence of the document and reasonable arguments, the application will be rejected.

8. The application for participation in the invitation to tender should be only in writing:

8.1. The application for participation in the invitation to tender is submitted according to the record of statement which should be the first sheet of the application for participation in the invitation to tender. The record statement should contain an exhaustive list of documents submitted by the party to tender, indicating the number of sheets and their enumeration. Each submitted application document is entered under a separate number, regardless of the number of sheets contained in this document.

8.2. All documents submitted by the tender participant should be stitched in the bookbinder (including the record statement) and numbered (by pencil). **The duplicates of Forms 2, 4, 5 are not stitched into the common application and applied separately.**

8.3. No corrections will have effect, except when they are initialed by the person that has signed the application to participate in the invitation to tender.

8.4. The application to participate in the tender and documents and not allowed to send by facsimile (cliche printing reproducing the signature), and use in them signatures without transcript.

8.5. The application for the participation in the tender should be submitted **in a sealed envelope marked with the inscription "Application for participation in the invitation to tender"**. The envelope should have the tender number (No. _____), the subject of the invitation to tender and the notification number automatically assigned by the Unified Information System. The tender participant has the right not to indicate at such envelope its company name, mailing address (for legal entities) or last name, first name, patronymic name, information about the place of residence (for individuals). Documents for participation in the invitation to tender should be submitted in one envelope which contains the application volume according to this documentation.

9. The content of the qualification documentation and Business proposal should include all the required documents in accordance with the Information card of the invitation to tender of this documentation.

Application is a package of documents corresponding to the documentation of the invitation to tender, including the Information card of the invitation to tender, this instruction and technical specifications.

SECTION V. TECHNICAL DETAILS

1. The subject of tender:

The subject of this assignment specification (AS) is generation of the commercial offer for supply of reusable earphones for business class passengers for B777 aircraft.

2. Performance specification:

Name	Characteristics	Quantity
<p>Reusable earphones with passive noise isolation for B777 aircraft.</p>	<p><u>Closed earphones (with noise insulation)</u></p> <ul style="list-style-type: none"> - connection type – wired, single-sided; - frequency respond – 2 Hz – 20 kHz; - headset speaker impedance – 40 –300 Ohms; - decibel level -115dB; - cable length – at least 47,24 inches (120 cm±10%); - plug for two (2) pins (two-pin); - J1 – 2.5mm STEREO; - J2 – 3.5mm STEREO; - color – black, grey or dark blue; - ear-cap should have the logo (see picture 1); - noise insulation – passive noise insulation. <div style="text-align: center;">  </div> <p><u>Electric Characteristics:</u></p> <ul style="list-style-type: none"> - supply voltage – 13.5 VDC; (100 mA MAX, 8 mA in WAITING mode) <p><u>Headset Interface:</u></p> <ul style="list-style-type: none"> - individual package <p>Picture 1</p> <div style="text-align: center;">  </div> <p>* logo on a blue background is applied to products of blue on a black background on the product a grey or black color.</p>	<p>5000 pcs</p>

3. Requirements for generation of commercial offer:

3.1. The commercial offer is generated for the entire term of the contract. The offer is generated in accordance with the Table 1 and 2 FORM 4 of Section III this documentation.

The price should be inclusive of all costs associated with the delivery of the goods and all freight costs, insurance, including taxes, duties, levies, expenses on payment of cost of outside organizations and third parties and other obligatory payments to be paid upon execution of the contract.

3.2. The application on this procurement shall obligatorily include the samples of products (for its testing by the customer) not less 3 pcs of the headphones.

3.3. Initial (maximum) unit price: 386,90 rubles without VAT.

3.4. The agreement becomes effective upon signature of both Parties and shall be valid until the Parties have fulfilled their obligations in full.

3.5. The commercial offer shall contain information on the terms of delivery and form of payment guaranteed by the supplier.

3.6. This assignment specification is an integral part of the agreement. In case of non-compliance with all the provisions of the agreement and this Assignment Specification, the Client is entitled to make a decision on termination of the agreement unilaterally.

4. Logistic conditions and terms of delivery

4.1. The first delivery must be completed not later than 15.09.2016 in a quantity of: 2 000 units.

4.2. The products are delivered to the following address: warehouse of Aeromar CJSC, 141426, Moscow Region, Khimki, Sheremetyevskoye shosse, estate 31.

4.3. Packaging, labeling must conform to the nature of the Product and to ensure its complete safety during transportation.

SECTION V. CONYRACT
(see attached file)