Bucharest Henri Coanda International Airport
ROMANIA

REQUEST FOR PROPOSAL (RFP)

FOR THE DEVELOPMENT AND OPERATION OF DUTY PAID, RETAIL AND PRESS/CTN COMMERCIAL SPACES

TENDER NO: CNAB/OTP/DP/2023

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I. INTRODUCTION

A. Bucharest Henri Coanda International Airport (OTP) is opening a tender selection process for 21 retail outlets totalling almost 2,000 sq m, 20 food & beverage outlets totalling 2,668 sq m, 17 vending locations and 6 foreign exchange locations.

B. The Retail, Vending and Foreign Exchange tenders shall each be offered as a single package, whilst Food & Beverage will be split into 2 packages.

C. In the cases of Duty Paid/Retail/Press and Food & Beverage the length of the contract term will be 10-years. For Vending and Foreign Exchange the length of the contract term will be 5-years.

D. Bucharest Henri Coanda Airport, the biggest and most important airport in Romania, wants to set a new standard for travel shopping and dining, providing the highest levels of customer service to passengers.

E. Operating as a commercial airport since 1969, OTP is the gateway to Romania, achieving passenger numbers of 14.7 million in 2019. The airport is recovering strongly post-Covid reaching 86% of pre-pandemic passengers in 2022 (12.6m pax). In 2023 the recovery continues with 14.2 million passengers forecasted based on the half-year trend, almost back to 2019 levels.

F. Bucharest Henri Coanda Airport is the home airport and hub of TAROM, part of the SkyTeam alliance. Tarom serves major European airports such as Paris CDG, London Heathrow, Rome Ciampino, Milan Malpensa, and Vienna. Passenger numbers and route availability are strengthened at the airport through the presence of major low-cost airlines, Ryanair and Wizz Air, both serving a wide variety of European destinations. Examples of major national airlines serving OTP include, Air France, British Airways, Austrian, LOT, Qatar Airways and Turkish Airlines.

G. As part of this selection process Bucharest Henri Coanda Airport wants to attract operators who will bring the finest local, national and international shopping and dining facilities to meet the growing aspirations of the Romanian population and in particular the demanding and cosmopolitan residents of Bucharest.

H. A strong focus on pricing and value for money is very important. Bidders should endeavour to offer advantageous prices to customers to drive conversion rates, transaction values and sales.

I. Commercial outlets at Bucharest Henri Coanda Airport will be modern, innovative and desirable, offering the latest in design and concepts.

J. We would like every retailer and restaurant to have that special element to make their offer stand out. Beautiful presentation, unique products, exceptional service, ease of shopping, eclectic designs.

K. We invite proposals from operators who want to express what is special about their brand, and to set the new benchmark for airport commercial in Romania and globally.

II. BUCHAREST HENRI COANDA AIRPORT COMMERCIAL STRATEGY

Bucharest Henri Coanda Airport Commercial Vision ***"to meet the expectations of Romanians and visitors to Romania by providing modern and vibrant shopping and dining, with a wide variety of choice, within a clear Romanian sense of place".***

Bucharest Henri Coanda Airport commercial facilities in the international area are designed along the main passenger flows within a pier environment, where all shops and restaurants are easily visible and accessible. In the domestic area all outlets are accessible from the main seating and dwell area. The commercial areas are as follows:

a. Commercial Principle – Departures Journey

We all know that travel retail is unique. Passengers are a captive audience, but there is limited time to shop and a mindset of flying, not shopping. We need to create desire. We need to give passengers a reason to shop and eat. We need to make it easy for them. The commercial layouts at Bucharest Henri Coanda Airport give passengers total exposure to all shopping and dining areas, with outlets that are 'on the way' for travellers.

i. CHECK-IN HALL

The Check-In Hall is a public area open to all. Whilst the focus is to give passengers a clear and uncluttered check-in process to minimize stress and waiting in this area, there are cafes and a Press shop to meet passengers' needs.

ii. COMMERCIAL AND DWELL AREA

All departing passengers, both international and domestic will experience easy access to all commercial areas, with shops and restaurants all directly adjacent to the passenger flow and dwell areas. In the domestic area all of the commercial surrounds the main seating area. In international a walkthrough duty paid store after security leads to a single flow through the shopping and dining areas.

b. Commercial Principle – Arrivals Journey

The arriving passenger focus may be on their onward journey and passing through the airport as quickly as possible. But that does not mean that there is no opportunity to take a break if desired. The arrivals commercial focuses on meeting passenger needs, and also giving meeters and greeters space to wait for passengers, and to shop and eat whilst they wait.

i. BAGGAGE RECLAIM

All international passengers will have the opportunity for last-minute duty-paid purchases in the arrivals store immediately in baggage reclaim, as well as foreign exchange.

ii. ARRIVALS HALL

The arrivals hall provides essential services to travellers such as taxi booking, car rental and banking/money exchange as well as convenience shopping and a cafe.

III. OTP Duty Paid, Retail and Press Strategy

a. Overall Objective

i. The overall commercial objective of OTP is "Modern, vibrant, variety reflecting a Romanian sense of place". The OTP Duty Paid, Retail and Press commercial mix represents global as well as Romanian Products to provide unique experiences to passengers and enhance the airport brand.

ii. Efficient commercial planning allows the passengers to walk through or past highly visible Outlets in dwell and flow areas thus providing opportunity for operators and brands to showcase global and local products in a contemporary manner.

b. Duty Paid/Retail/Press Key Objectives

Proposals must focus on providing the best for passengers. We are seeking operators who can help us to meet our vision and objectives:

- Skill and ability to provide a unique commercial proposition.
- Value for money of the products with highest quality standards; stands out from other airports and premium shopping malls.
- Attention to detail and product knowledge of the staff to create excellent customer service.
- Amazing outlet ambience and desire to adapt to changing customer behaviour.
- Quick Service Delivery using technologies (in store, gate delivery, pre-orders, etc.)
- Intense focus on cleanliness.
- Environmentally friendly business approach
- Address passenger needs and achieve highest customer satisfaction.

c. Responsibility towards the Environment

Bucharest Henri Coanda Airport Commercial is dedicated towards adopting best practices and setting benchmarks to make the airport commercial areas 'eco-friendly'. Proposals should show the latest green initiatives in the Outlet's fitting, and energy consumption after opening. Also, proposals must show how they will minimise single usage plastic at the outlets and adapt recyclable products and other initiatives in a proactive manner.

d. Knowhow of Business

Bucharest Henri Coanda Airport shall choose the operators and service providers that want to build mutually beneficial partnerships, and by that, build-up sales and services in a long-term perspective. We wish to work closely alongside operators who:

- Have a deep understanding and knowledge of the travel retail experience and expectations of Bucharest Henri Coanda Airport type of customers.
- Understand the airport's vision and expectations for retail experiences and means to achieve more than the desired results;
- Will work closely with Bucharest Henri Coanda Airport to create long term impact on the customer expectations rather than short term approach, to create unique experience of Bucharest Henri Coanda Airport commercial branding.
- Undertake marketing & promotional programs to create visibility of the commercial products in coordination with Bucharest Henri Coanda Airport and key brands to engage the customers;
- Bring new products and innovates at the outlets based on passenger expectations and operator's product strategy at Benchmark Airports.

IV. KEY FACTORS FOR COMMERCIAL SUCCESS

a. Robust future traffic demand

Bucharest is the financial, cultural and economic centre of Romania, as well as the country's capital city.

The primary airport for Bucharest and the surrounding region is Bucharest Henri Coanda International Airport. The total passenger traffic reached 14.7 million in 2019, growing from just 4.9 million in 2010. The airport is showing strong recovery from the Covid-19 pandemic with 12.6 million passengers in 2022, 86% of pre-covid levels.

Historical Traffic (mn pax)		
Year	FY2019	FY2022
Total Traffic	14.7	12.6
Domestic Traffic	1.3	1.0
International Traffic	13.4	11.6

As Covid recovery continues the forecast passenger numbers for OTP are very strong, reaching 19.2 million total passengers by 2035:

Traffic Forecast (mn pax)	FY2023	FY2024	FY2025	FY2026	FY2027	FY2030	FY2035
Total traffic	13,5	15,0	16,5	16,9	17,2	18,5	19,2
Domestic	1,1	1,2	1,3	1,3	1,3	1,4	1,5
International	12,4	13,8	15,2	15,6	15,9	17,1	17,7

b. Strong Romanian Economy

The Romanian economy has been growing strongly over the past decade, underpinned by EU membership, economic and government reforms. The economy has been further bolstered in recent years by over Eur 6bn in grants and low interest loans from the EU.

Romania has a population of over 19 million and the Romanian economy is now the largest in southeast Europe and second in eastern Europe after Poland. Forecasts of GDP growth in 2023 range from 1.8% to 3.1%. An average of forecasts from banks and private investment firms estimates Romania's annual growth rate over the next 5-years to be between 2.5% and 4.5%.

The Romanian GDP per capita expressed in terms of purchasing power was 74% of the EU average in 2021, a 21-percentage point gain since 2010. One of Romania's largest banks expects purchasing power to reach the EU average by 2030.

V. DUTY PAID/RETAIL/PRESS PACKAGE

The Duty Paid/Retail/Press package provides an incredible opportunity for serious and reputed global and local players to showcase their best abilities and understanding of the Duty Paid and Press market. The Duty Paid/Retail/Press package has been structured as a single package with a Global and Romanian Product mix of different categories so that the Selected Tenderers have the required scale of business.

Tenderers shall demonstrate their approach towards implementation of their product concepts and how the Tenderer Proposal is different from the concepts it has implemented in Benchmark Airports, how it will entice OTP customers and enhance the passenger experience.

Duty Paid/Retail/Press Package details are as follows: More details are provided in the subsequent sections.

Single Package

21 Units with an area of 1,998 sqm
Wide mix of Global and Romanian concepts, across international and domestic departure areas

Departures Check-In Hall – 1 unit	**Size Sq. M.**
Press (GFDTCA 18)	21.9
International Departures post security – 13 units	**Size Sq. M.**
Duty Paid (FFDTA 01a+02b+02c+01e) – currently Best Value Express	314.7
Duty Paid (FFDTA 01b+01c+01d+02a) – currently Best Value Express	329.3
Note: the above two units are immediately adjacent to each other at the entry to the international departures pier. They are marked as two separate units with a direct walkway through the centre for passengers. However, today they effectively operate as a single walkthrough unit. Bidders should consider two alternative scenarios for this space. First, to keep the central walkway as marked. Second, to consider the ability to create an alternative walkway to better enable this store to operate as a single space walkthrough store (depending on approval of airport operations).	
Speciality Retail (FFDTA 14) – currently Fashion	33.1
Press/Speciality Retail (FFDTA 18) – currently Press	35.8
Speciality Retail (FFDTA 19) – currently local food products	38.4
Duty Paid/Speciality Retail (FFDTA 05) – currently Plaza	237.6
Duty Paid/Speciality Retail (FFDTA) – currently Plaza	28.0
Duty Paid/Speciality Retail (FFDTA 06) – currently Plaza	260.6
Note: the above three units are immediately adjacent to each other in the centre of the international departures pier. Today they effectively operate as a single unit. Bidders can consider this as a single space as today or can propose alternative solutions.	
Duty Paid (FFDTA08) – currently Duty Paid Non-Schengen	197.1
Press/Convenience Retail (FFDTA 10) – currently local arts/crafts	24.0
Speciality Retail (FFDTA 11) – currently premium tobacco	17.2
Speciality Retail/Pop-up (FFDTA 17) – currently Press	6.0
Duty Paid (BTA 03/04)	30.2
Domestic Departures Post Security – 3 units	**Size Sq. M.**
Duty Paid (GFDTCA 01 + 01a promotional area)	91.9

Retail (GFDTCA 21) – currently Bigotti fashion	51.0
Note: the above two units are immediately adjacent. The bidder can create one larger store if desired, or adjust the size of each unit by moving the interior wall.	
Retail (GFDTCA 07) – currently Obsentum Perfume	49.5
Domestic/International Arrivals Restricted – 3 units	**Size Sq. M.**
Baggage Reclaim Hall Ground Floor (ATFG 01 + 01b/01c promotional areas)	39.6
Baggage Reclaim Hall First Floor (ATFF 01) – current Duty Paid retail	151.8
Baggage Reclaim Hall First Floor (ATFF 09c) – current Pre-order pick-up	36.5
Note: the above two units are immediately adjacent. Unit 09c is utilised as a pre-order pick-up point today. The bidder can create one larger store if desired.	
Arrivals Public Area (Level 1 by public waiting area) – 1 unit	**Size Sq. M.**
Press Stand	3.7

In addition to the trading units there are additional auxiliary spaces associated with the Duty Paid, Speciality Retail and Press package which can be used for storage, staff spaces or offices. These are as follows:

AB4 Corridor Basement– 1 unit	**Size Sq. M.**
Retail Auxiliary	79.0
Departures Basement – 1 unit	**Size Sq. M.**
Retail Auxiliary	16.1
Finger Pier Ground Floor – 3 units	**Size Sq. M.**
Retail Auxiliary	136.2
Retail Auxiliary	83.0
Retail Auxiliary	134.5

The layouts and exact space allocations are provided as accurately as possible by CNAB in good faith. Once handover of spaces has been completed and the successful Tenderer has created their own detailed drawings it is possible that the allocated space may vary in location or/and dimension by plus or minus ten percent (±10%) from the currently earmarked location or/and dimension. Any such variation will be without any adjustment of the financial offer or other terms and conditions contained herein.

Please note that the opening hours of all outlets shaded in grey in the above tables will be 24 hours per day, 7 days per week under normal airport operations, unless otherwise agreed in writing with CNAB by the winning bidder. The opening hours of the unshaded outlets will be 0500 to 2300 seven days per week unless otherwise agreed in writing with CNAB by the winning bidder.

Layout plans are shown in Annexure 1

VI. RFP PROCESS OVERVIEW

a. Timelines

Timelines for RFP process are as follows (all dates are 2023 unless stated otherwise):

Sr. No.	Activity	Timelines
1	Issue of RFP document	24 Aug
2	Site Visit	Various
3	Last submission of RFP clarifications by the Tenderer	22 Sep
4	Last issue of clarifications by the airport	29 Sep
5	Last date for submission of the Proposal	27 Oct
6	Evaluation of the Technical submission	30 Oct-10 Nov
7	Technical submission shortlisting	10 Nov
8	Financial auction period (one day will be selected)	13-15 Nov
9	Confirmation of winning bidder	15 Nov
10	Execution of Agreement with the Tenderer	5 Dec
11	Submission of Guarantee of Good Contract Execution by the Tenderer	15 Dec
12	Submission of Drawings by the Selected Tenderer to CNAB	16 Feb 2024
13	Delivery of the Outlet by CNAB to the Selected Tenderer	01 Jan - 31 Mar 2024
14	Commercial fit out works by the Tenderer (phased)	Proposed by bidder

Please note: CNAB will endeavour to keep to the published timeline as far as is possible. However, all dates are subject to change. Tenderers will be notified via email of any changes.

b. Question and Answers (Q & A) and Site Visit

Bucharest Henri Coanda Airport will arrange Site Visits for interested Tenderers. The dates for site visits are fixed and are as follows:

- 5-8th September 2023
- 19th-21st September 2023

Tenderers can select one (1) day from the above available dates and request attendance to the site visit on that day by emailing commercial@cnab.ro. A site visit will consist of a tour of all commercial locations at Bucharest Henri Coanda Airport, hosted by a member of the Bucharest Henri Coanda Airport team. The purpose is to allow Tenderers to be able to see the physical locations of all outlets. Photographing the outlets will be allowed.

Tenderers, who wish to seek clarifications on RFP documents and on the project based on the site visit, must submit the clarifications by email to irina.plachide@brm.ro as per the guidelines and timelines. Responses to questions will be published by email and all responses will be sent to all Tenderers.

c. Addendum/Corrigendum

Bucharest Henri Coanda Airport may, at its discretion, provide clarifications to the Tenderers and issue an amendment to RFP document. This will be sent to all bidders by email. Any addendum/corrigendum issued shall be a part of the RFP. Bucharest Henri Coanda Airport may, at its discretion, provide reasonable time to Tenderers to submit the bids and revise the submission and other timelines accordingly.

d. Number of Proposals and Cost of Preparation

It is recommended that Proposals are submitted in Romanian and English. Proposals in other languages shall not be excluded, however, accompanied by authorised translations. Romanian and English translations must also be provided for proprietary or corporate documents, which are written in any other language.

The Proposals that are not responsive to the requirements of this RFP as determined by the Assessment Committee will be summarily rejected.

The Tenderer shall be responsible for all of the costs associated with the preparation of its Proposal, and its participation in the bidding process. Bucharest Henri Coanda Airport will not be responsible or in any way liable for any cost, expense and charge incurred by any Tenderer in connection with the preparation and submission of its Proposal, or the bidding process in any manner whatsoever, regardless of the conduct or outcome of the bidding process.

e. Proposal Submission and Due Date

- RFP submission shall be in the form of physical hard copy in sealed envelopes.
- Two copies of the proposal shall be provided – marked Original and Copy.
- The Original version will be kept by CNAB and the copy will be held at the Romanian Commodities Exchange (BRM).
- Tenderer shall submit an Electronic copy of the documents specified in both the Minimum Gateway Qualification Criteria Section and Documents Submission on a memory stick, to be included within the Original and Copy proposals.
- The bidder must ensure, in particular, that the Microsoft Excel forms included in the Annex shall be submitted in electronic copy by memory stick.
- Each proposal submission shall be delivered in the following format:
    - Single outer Envelope containing:
    - Envelope 1: Qualification Gateway Criteria – x2 (Original and Copy)
    - Envelope 2: Technical Submission – x2 (Original and Copy)
- The deadline for submissions of bids in hard copy format is **October 27th 2023 at 1600** Romanian time. Any proposals received after this date/time shall be rejected and returned to the bidder unopened.
- Outer envelope shall contain the following address:

  Kind Attn: Romanian Commodities Exchange, with headquarters at no 82-94 Buzeşti Street, Țiriac Tower Building 7th floor, 1st District, Bucharest, Romania

  In atentia: BURSA ROMANA DE MARFURI, STR BUZESTI, NR. 82-94, ET 7, SECTOR 1, BUCURESTI

  The outer envelope must be marked with the address of the Romanian Commodities Exchange and with the following inscriptions

  "DO NOT OPEN BEFORE THE DATE OF 27th OCTOBER 2023, TIME 1600"

  Request for Proposal for the development and operation of Duty Paid, Retail and Press Commercial Spaces at Bucharest Henri Coanda International Airport

  Proposal submitted: Package No CNAB/OTP/DP/2023

  It is the responsibility of the bidder to ensure timely delivery of their proposals, whether by hand, by courier, or by post. Neither CNAB nor BRM will be held responsible for the late delivery of any submissions.

f. Proposal Validity Period

The Proposal shall be unconditional, firm and valid for a period of 180 days from the due date of submission. Any Proposal, which has a validity period lower than that specified above, shall be rejected by the Assessment Committee as being non-responsive. However, in exceptional circumstances, if the process of the award of contract is not completed within the initial period of 180 days, the Assessment Committee may allow the Tenderers to extend the Proposal beyond the Proposal validity period by such additional period as may be intimated to the Tenderers, and the Assessment Committee shall, at least 15 days prior to the expiry of the initial period of 180 days, notify the Tenderers accordingly.

g. Bid Security Bond

An unconditional and irrevocable bank guarantee of [redacted] in the format attached as Annexure 6 from a reputed bank registered in Romania or the EU must be submitted by the Tenderer in favour of CNAB along with the Proposal. The bid bond can also be established by payment order to the following account of CNAB: [redacted] open at [redacted]. The guarantee shall remain in full force from the date of submission of the Proposal until the fulfilment of two cumulative conditions: the establishing of the guarantee of good contract execution and the payment of the BRM commission by the selected Tenderer, the bid bond protecting both CNAB and BRM. The winning bidder will be required to sign the Rental and Revenue Share Agreement on the basis of the contents of their RFP submission. In the case the winning bidder does not sign on this basis, and agreement cannot be reached, then the winning bidder will forfeit their bid security bond and CNAB reserves the right to approach alternative bidders. Furthermore, this bidder will be blacklisted and forbidden from participating in any and all tenders at Bucharest Henri Coanda Airport for a period of 5-years.

h. Guarantee of Good Contract Execution

Payable by the Selected Tenderer only. Before the Selected Tenderer can open their stores for trade, they must pay a Guarantee of Good Contract Execution. This can be established either by a letter of bank guarantee issued by a reputed bank in Romania, or by a payment order or bank transfer. This deposit is equivalent to 6-months of Minimum Guaranteed Revenue Share. This deposit will be held against non-payment of monthly revenue and other contract breaches by the operator to CNAB. It shall be recalculated at the start of each full year of trade and adjusted in accordance with the MGRS amount for that year. Upon completion, termination or exit of contract the Guarantee of Good Contract Execution shall be returned to the operator less any outstanding amounts owed to CNAB, including for any outstanding contract breaches.

VII. PROPOSAL EVALUATION PROCESS

a. EVALUATION METHODOLOGY

The tender process is made up of two main stages – Technical Proposal and Financial Offer.

The Technical Proposal is broken down into two sub-stages – Qualification Gateway Criteria and Technical Submission

Tenderer shall submit its Qualification and Technical Submission Proposal in two envelopes. Envelope 1 shall contain the information as specified in the Qualification Gateway Criteria section below. Envelope 2 shall contain information as specified in the Technical & Commercial Offer section below. An original and a copy of each envelope shall be provided (two copies total). The original shall be held by CNAB and the copies by BRM.

Envelope 1 shall be opened first, and information provided by the Tenderer shall be evaluated solely against the Qualification Gateway Criteria as defined below. Any Tenderer not meeting the Qualification Gateway Criteria shall be rejected at this point and shall take no further part in the tender selection process. No points will be allocated to the Qualification Gateway Criteria

For those bidders meeting the Qualification Gateway Criteria, Envelope 2 shall be opened, and detailed information provided by the Tenderer shall be evaluated based on the defined quantitative scoring for each parameter.

The Technical Submission in Envelope 2 shall be scored by means of a quantitative calculation based on the Tenderers submission in comparison to other Tenderers and also on the provision of all listed information requirements for the submission.

A maximum of 400 points can be achieved from the quantitative assessment of the Technical Submission. This assessment is described in more detail below.

Tenderers who achieve minimum 70% of the score for Envelope 2 based on the outcome of the calculation regarding information submitted shall be shortlisted for the Financial Offer phase of the process. Tenderers who have not achieved a minimum of 70% of the score in their Envelope 2 - Technical Submission shall not be shortlisted in the RFP Process and they will not be eligible to proceed to the Financial Offer stage.

The Financial Offer of the shortlisted Tenderers only shall be evaluated based on the defined scoring criteria for each parameter.

The financial offer shall be submitted by way of a live auction, whereby bidders will record their forecast revenues, revenue share percentages (using the minimum required percentage revenue share described in the Qualification Gateway Criteria as the minimum starting bid), and minimum annual guaranteed income per total passenger (using the minimum required annual guaranteed income per total passenger described in the Qualification Gateway Criteria as the minimum starting bid)

The financial phase of the evaluation will award a maximum of 600 points and will assess the financial criteria of the bids. This assessment is described in more detail below.

The points achieved in the technical assessment will be added to the points for the financial submission to give each bidder a total score out of 1000.

Each bidder will automatically be allocated the score from their Technical Compliance Calculation at the start of the auction and this score will be visible to all participants. Throughout the auction the current winning bid will be the one with the highest Technical and Financial combined score.

Once no bidder wishes to submit a higher financial offer then the bidder with the highest combined Technical and Financial evaluation shall be declared as the Selected Tenderer.

All other shortlisted tenderers shall be kept in reserve until the Selected Tenderer signs an Agreement with CNAB. Upon signing of the Agreement with the Selected Tenderer, the Bid

Security Bond of the Tenderers other than the Selected Tenderer shall be refunded. Bid Security Bond validity of the Selected Tenderer shall be extended until the Agreement is signed or the Guarantee of Good Contract Execution is paid to CNAB, whichever is later, and until the commission is paid to BRM.

If the Selected Tenderer has not signed the Agreement for whatever reason, CNAB can select the next highest bidder or annul the RFP Process without any liability to the Tenderers in whatsoever manner.

The decision of the Assessment Committee on the Selected Tenderer shall be final in this regard. CNAB shall not be required to justify or clarify the decision to any other Tenderer or provide any other information on the outcome of the RFP process.

b. SUBMISSION REQUIREMENTS

The Proposal shall include the following two important elements:

i. Envelope 1 – Qualification Gateway Criteria.
ii. Envelope 2 – Technical Submission.

TECHNICAL SUBMISSION

i. Qualification Gateway Criteria

In order for the Tenderer to proceed to the evaluation of the Technical Submission they must provide documentation to confirm that they meet the Qualification Gateway Criteria and agree to the stated terms. These are as follows:

Category	Qualification Criteria
Retail: Including • All Duty Paid 'Best Value' outlets – departures, arrivals, international, domestic • Speciality retail • All 'Press' stores (CTN/convenience)	Run at least 6 outlets in the proposed activity: • Within at least one international airport • With at least 14 million total passengers in any of the years 2017-2022

Bidders must provide clear documentary evidence that they meet the above requirements using appropriate and verified documentation, such as company accounts/reports, confirmation letter from qualifying airport authority, etc.

If the bidding entity is a subsidiary of a group then the bidder may reference/utilise the experience of the group parent company and group subsidiary companies.

In addition to this Bidders must agree to the following Financial Commitments:

1. The Revenue Share percentage for tobacco products will be fixed for all bidders at [redacted] of tobacco category turnover.
2. The Revenue Share percentage offered for all remaining categories (excluding tobacco) of the Duty Paid, Speciality Retail and Press tender package described herein will not be lower than [redacted] in any year of the contract. This percentage is based on the blended average of all non-tobacco product categories.
3. The Minimum Annual Guaranteed Revenue Share per Total Passenger offered for the total Duty Paid, Speciality Retail and Press tender package described herein will not be lower than [redacted] in any year of the contract. This MGRS per total passenger is for all categories, including tobacco.

Applicant can be a local company or a foreign company. Any company bidding must comply with local laws and regulations.

If the tenderer is a consortium, one of the members who meets the Minimum Qualification Criteria shall act as the lead member. A consortium agreement detailing roles and responsibilities of each party and shareholding in the consortium shall be submitted as part of the Qualification Gateway Criteria submission. Lead member shall hold minimum 51% shareholding in the consortium.

Participating entity or its associates or shareholders must not be blacklisted or on a default list by the Bucharest Henri Coanda Airport Authority. An undertaking shall be provided by the tenderers in this regard.

ii. Technical Submission

As a part of the Technical Submission, Bucharest Henri Coanda Airport invites the Tenderer to come up with propositions to drive new, enhanced service levels to passengers, to secure and improve the operation of the Outlets on a day-to-day basis, and to enable strong communication and partnership between Bucharest Henri Coanda Airport and the Tenderer.

Technical Submission points will be given to each Tenderer, evaluated on seven (7) main criteria. For each main criterion, the maximum points awarded and a definition of what is expected from the Technical Submission are listed below.

Technical Assessment	
	Scoring
Quantitative Technical Criteria	**400**
Experience of the bidder	[redacted]
Turnover of the Company in the proposed activity in Europe	
Turnover of the Company in the proposed activity in Worldwide	
Number of Duty free/duty paid shops operated in Europe	
Number of Duty free/duty paid shops operated in Worldwide	
Number of positive reference letters from airport operator	
Store Layouts	
Proposed initial total Capex per square metre in Y1	
Proposed refurbishment and reinvestment capex per sq m in Y6	
Bidder clearly shows their calendar of fit-out works and how they will maintain operations and sales during the works	
Bidder provides 3D renders for each unit to show store design	
Bidder provides store layouts for each store showing walkway, cashier points, high-level product mix layout	
Product Categories	
Bidder must clearly present a viable strategy for increasing sales in non-tobacco categories	
Bidder provides detail on the mix of all product categories and their space allocation within each store	
Bidder provides information on key brands that will get a dedicated brand area or shop-in-shop	
Bidder provides letters from the defined brands showing their commitment to trading in OTP	
Staffing	
Number of workers proposed - based on FTE	
Number of sales people	
number of cashiers	
Number of shift managers	
Bidders must show a policy to deliver high customer service, including a training plan	
Marketing	
Bidder provides a detailed marketing, promotion and activations calendar for stores at OTP, covering a 12-month period	
Bidder provides a ratified example of how and where they have implemented this in the past in airports	
Budget for major promotional executions planned per annum	
Budget for advertising airport store/brands (av. Per annum)	
Bidder intends to implement digital strategies, pre-order/Reserve & Collect at OTP and presents clear strategy	
Budget for digitalisation, pre-order/reserve & collect (av. Per annum over contract)	
Environmental	
Bidders commitment to reducing carbon footprint, show how materials/finishes, energy consumption are environmentally efficient.	
Bidders must present the processes that will be put in place to prevent theft and shrinkage	
Bidders will show a clear and detailed logistics plan, including warehousing, storage, deliveries strategy, etc.	
Pricing Strategy For all the reference prices the Bidder must clearly define benchmark locations (other airports/downtown) that these prices will be linked to	
Benchmark reference prices on 50 best selling SKUs: international perfume	
Benchmark reference prices on 50 best selling SKUs: international cosmetics	
Benchmark reference prices on 50 best selling SKUs: international Alcohol	
Benchmark reference prices on 50 best selling SKUs: international confectionary	
Benchmark reference prices on 30 best selling SKUs: Romanian products	

For the values marked in grey in the above table the bidder with the most favourable proposal shall be awarded maximum points. All other bidders will receive pro-rated points comparing their proposal to the most favourable.

For the categories with no grey shading points maximum points shall be awarded by the Assessment Committee if the Tenderer provides the listed information to a high level of detail. If the required information is missing, or provided only on a cursory basis, then zero points shall be awarded.

The Tenderer shall ensure that Technical Proposal shall not include any information that will form part of Financial Offer other than Investment Costs, and an agreement to the minimum financial criteria set out in the Qualification Gateway Criteria. Non-compliance of this requirement will automatically disqualify the Tenderer and the Bid Security Bond shall be deemed forfeit.

The Tenderer must include in the Proposal information which clearly and comprehensively shows how the Tenderer proposes to operate and manage the Duty Paid, Specialty Retail and Press Outlets. This important part of the Proposal must be structured to incorporate at least the main elements given below. It is up to the Tenderer to ensure an inclusive coverage of each main element. CNAB has, however, indicated some areas in each main element, which the Tenderer as a minimum, must address.

1. **Market Position and Strategy**

The Tenderer must present:

a) Its market position and strategy for doing business at Bucharest Henri Coanda Airport. The Tenderer must demonstrate an understanding of the OTP passenger profile, the Romanian market, as well as trends in airports, and how these trends will be integrated into the concept proposed by the Tenderer.

b) The Tenderer must explain the manner in which it proposes to exploit market opportunities and add growth to the business. Bucharest Henri Coanda Airport expects the Tenderer to give detailed explanation as to how to add maximum value to the Agreement;

c) In particular the Tenderer must clearly present a viable strategy for increasing sales in the non-tobacco categories. In 2022 tobacco accounted for around 65% of the sales within the Duty Paid Stores. The Assessment Committee would like to understand how passengers can be engaged to spend more in other categories such as liquor, perfume, cosmetics, confectionery, and local products, whilst at least maintaining the current level of tobacco sales.

d) In extension of this the Tenderer should provide details on the mix of all product categories within the Duty-Paid stores and their space allocation in each store.

e) Each bidder must provide information, rationale and justification regarding key brands that will get dedicated brand areas or shop-in-shop treatment. They must explain why these brands are suitable, how this will create a world-class experience, how it appeals to the passengers and other users of the OTP and enhance the revenue by maximizing sales.

f) Where the Tenderer is proposing such promoted/hero brands they must provide letters from the defined brands showing their commitment to trading at Bucharest Henri Coanda Airport.

2. **Store Layouts**

The Tenderer shall present new, exciting and innovative design concepts and new technologies for the Outlets, including general and technical specifications/descriptions, section plans, 3D illustrations, photos, drawings, materials and any other feature that fully illustrate the proposed concept. Emphasis must be placed on ideas and innovations that will create:

a. Pleasant ambience in or outside the Outlet;
b. Easy access i.e. ingress or exit of passengers;
c. Faster payment process and delivery options;
d. Encourage every customer entering the Outlet to convert from non-spender to spender. One of the means to the end is to increase the level of impulse driven purchase;
e. Encourage all shoppers to spend even more, i.e., increase the spend per transaction/basket size. Make the best category management, and space management in order to get passengers all the way through the store, and present them to different sales drivers.

The Tenderer must.

a) Clearly define the total capital investment per square metre they will commit to the design, development and fit-out of the Duty Paid units at Bucharest Henri Coanda Airport prior to the opening of the outlets in Year 1 of the contract. The investment plan shall show in detail:

- Project cost;
- Interior construction cost (floor, ceiling, lighting, etc.);
- Store fixtures;
- IT equipment;
- Others.

The capital investment per square metre should be in the range of [redacted] (as a base acceptable minimum) and [redacted] as a maximum.

b) Clearly define the total capital investment per square metre they will commit to the design, development and fit-out of the Speciality Retail/Press units at Bucharest Henri Coanda Airport prior to the opening of the outlets in Year 1 of the contract. The investment plan shall show in detail:

- Project cost;
- Interior construction cost (floor, ceiling, lighting, etc.);
- Store fixtures;
- IT equipment;
- Others.

The capital investment per square metre should be in the range of [redacted] (as a base acceptable minimum) and [redacted] as a maximum.

c) Clearly define the total capital investment per square metre they will commit to the redevelopment, upgrading and refurbishment of the Duty Paid units at Bucharest Henri Coanda Airport at the mid-point of the contract in Year 6. The investment plan shall show in detail:

- Project cost;
- Interior construction cost (floor, ceiling, lighting, etc.);
- Store fixtures;

- IT equipment;
- Others.

The capital investment per square metre should be in the range of [redacted] (as a base acceptable minimum) and [redacted] as a maximum.

d) Clearly define the total capital investment per square metre they will commit to the redevelopment, upgrading and refurbishment of the Speciality Retail/Press units at Bucharest Henri Coanda Airport at the mid-point of the contract in Year 6. The investment plan shall show in detail:

- Project cost;
- Interior construction cost (floor, ceiling, lighting, etc.);
- Store fixtures;
- IT equipment;
- Others.

The capital investment per square metre should be in the range of [redacted] (as a base acceptable minimum) and [redacted] as a maximum

e) Provide a clear and detailed takeover plan for all the units. This should include a calendar of works, phasing plan for fit-outs and how the bidder will maintain operations, sales and customer service during the works.

f) Provide store layouts for each of the Duty Paid outlets showing walkways, cashier points, marketing/promotional activation areas and a high-level product mix layout. The Tenderer should provide justification as to how such a layout will drive sales and passenger engagement.

g) Provide 3D renders for each Duty Paid, Specialty Retail outlet and the primary Press outlets in order for Bucharest Henri Coanda Airport to understand the proposed store design.

Please note: Layouts and 3D renders/design concepts will not be rated or scored in any subjective or qualitative way.

3. **Pricing Strategy**

a) The Tenderer's Proposal on pricing policy is an important part of the commercial offer and has a direct relation to the financial offer. Pricing that offers competitive value for money to passengers is crucial to driving sales and to ensuring a strong mix of sales across all categories.

b) The Tenderer's Proposal on pricing policy must include a comprehensive and detailed plan on creating value for money pricing in relation to the various passenger segments and competing airports/markets/in-flight sales and the strategy on maintaining and developing the pricing policy during the Agreement Term;

c) The Tenderer must explain how the pricing strategy will influence sales; and

d) The Tenderer shall also explain the mechanism how it will adhere to the pricing policy or strategy with comparable international airports and/or, as the case may be, downtown shops. **The Tenderer must clearly define the benchmark locations it proposes for the linking of the pricing strategy, and this will form part of the Lease Agreement. Failure to provide such**

benchmark locations within the RFP will result in the Tenderer receiving 0 (zero) points for the Pricing section;

4. **Marketing Strategy**

a) The Tenderer must submit information regarding its marketing and promotion activities and explain how these programs will enhance the passenger's experience. The Tenderer must present a 12 (twelve) months in-store activity plan. The Proposal should include examples, brochures, photographs or other relevant materials to demonstrate the marketing and promotional strategies at OTP. The Tenderer shall provide information how the planned marketing programs are relevant for OTP, how it was able to execute the marketing and promotion activities at other airports and the outcome or impact on airport revenue and learnings of the same; and

b) The Tenderer must also submit plans covering in-store merchandising, and in-store promotions and events, in-store Product layout plans, and Product displays, omni-channel retail sales, staff uniforms, interior/exterior design elements and any other significant marketing elements at Bucharest Henri Coanda Airport.

c) The Tenderer must clearly present:
   i. The number of major promotional executions planned per annum
   ii. The budget for advertising airports stores and brands (average per annum)
   iii. A clear strategy for implementing pre-ordering, reserve/shop & collect and other digital strategies at OTP
   iv. The budget for implementing pre-ordering, reserve/shop & collect and other digital strategies at OTP (average per annum)

5. **Staffing**

The Tenderer shall explain details regarding the proposed human resources policy, general organization, functional and technical organization, inventory management and procurement, safety program, training plan, uniforms, coaching, number of employees, recruitment criteria, etc. The Tenderer shall describe in detail as to how its management and operations plan will achieve the goal of operating a high quality, customer focused operation including:

a) Staffing Plan – An organization chart detailing all levels of responsibilities including corporate, operational and on-going support roles and the number of full time equivalent;
b) Staffing and recruitment standards;
c) Roles and responsibilities (position description);
d) Staffing levels by type, expressed in terms of full time equivalent (FTE) staff;
e) Minimum levels of multilingual staff/foreign language speaking abilities; staff should be able to communicate English and Romanian as a minimum requirement
f) Management and staff training programs;
g) Employee handbooks and examples of training materials, if any;
h) Employee uniform clothes (photo or design examples) policy;
i) Recruiting techniques;
j) Incentive programs;
k) Speed of service guidelines;
l) Customer service/assurance policy;
m) Customer complaint redressal/comment policies; and
n) Any other relevant information.

Tenderer shall comply with Government rules and regulations and other Applicable Laws on staffing. CNAB shall not be liable for non-compliance by the Tenderer.

6. **Logistics and Environment**

The Tenderer must demonstrate as to how it will handle all the logistic elements of the operation (e.g., buying structure, supply chain/warehouse facilities on/off the Airport and inside/outside Romania, goods in and goods out policy, handling of hazardous materials, fire & safety issues, IT-systems, etc.).

The Tenderer must explain their commitment to reducing their carbon footprint at the airport. They must show how materials/finishes, logistics processes and energy consumption are environmentally efficient.

The Tenderer must present the processes that will be put into place to prevent and minimise theft and shrinkage, considering both passengers and staff.

Important Note: *The scoring for the Technical Submission is based on evaluation of quantitative criteria only. No subjective judgments shall be used to score aspects such as design, layouts, marketing plans, or commercial strategies, etc.*

However, these are required by Bucharest Henri Coanda Airport to be provided in the detail requested above. Tenderers should note that their Technical Submission to the RFP will be used as a basis for the determination of contract terms and Service Level Agreements. Any bidder not submitting the requested information is at risk of being rejected at the RFP stage.

iii. Threshold for Shortlisting Tenderers to the RFP

Tenderers will only be shortlisted for progression to the Financial Offer if they achieve a minimum threshold number of points in the evaluation of the RFP Technical Submission.

Only Tenderers who shall achieve minimum 70% of the scoring for Envelope 1 (280 points out of 400), based on the outcome of quantitative evaluation of information submitted shall be shortlisted to proceed to the Financial Submission.

Tenderers who have not achieved minimum 70% of the scoring in their Technical and Commercial offer shall not be shortlisted in the RFP Process, and will not be invited to proceed to the Financial Offer stage. They will be notified accordingly, and their Bid Security Bond shall be returned to them.

FINANCIAL OFFER

i. Financial Offer and Scoring

Tenderers Financial Offer must be made on the terms and conditions of this RFP, and structured in accordance with the guidelines presented below. Financial Offer of the Shortlisted Tenderers shall be evaluated based on the scoring criteria for each parameter as defined below. Scoring criteria shall consider the following criteria for the total proposed term of the Agreement i.e. 10-years with all main assumptions explained.

For the purposes of calculating the 10-year contract the Tenderer can assume a trading commencement date of 1st April 2024. This date should not be considered as a firm and final date, but rather provided to ensure equivalence in the contract terms for Tenderer's financial offer calculations.

1. **Financial Compensation to the Airport – 500 Points**

   a) MGRS per total passenger – 250 points
   b) Revenue Share % - 250 points

      i. For Duty-Paid turnover forecast and revenue share percentage should be provided by main product category: Alcohol (international), Alcohol (Romanian), Perfume, Cosmetics, Accessories, Confectionery, Local Products, Others. This list excludes tobacco – see important note below.
      ii. For Press there should be one turnover forecast and revenue share percentage aggregated across all categories.
      iii. It is possible for the Tenderer to offer different Revenue Share percentages for each year of the contract.
      iv. The Minimum Guaranteed Revenue Share per Total Passenger shall be presented for each year of the contract.

Important note: The prices of tobacco products in Romania are regulated, so there is limited opportunity for differentiation in pricing or margins between the bidders. As a result, the Revenue Share percentage for the tobacco category will be fixed at 5% for all bidders.

2. **Revenue Forecast – 100 Points**

   a) Revenue Forecast – 100 points

      i. End consumer sales/Gross Turnover estimate for each of the 10-years of the Agreement multiplied by the proposed Revenue Share percentage;

ii. Financial Offer Process

To present its financial offer, the Tenderer will be required to attend, in person, a live auction at The Romanian Commodities Exchange, located in Bucharest.

The points achieved in the technical assessment will be added to the points for the financial submission to give each bidder a total score out of 1000.

Each bidder will automatically be allocated the score from their Technical Compliance Calculation at the start of the auction and this score will be visible to all participants. Throughout the auction the current winning bid will be the one with the highest Technical and Financial combined score.

Once no bidder wishes to submit a higher financial offer then the bidder with the highest combined Technical and Financial evaluation shall be declared as the Selected Tenderer.

If no new bid is placed within a 30-minute timeframe following the current winning bid, then the auction will be closed and the bidder with the highest combined Technical and Financial evaluation at that moment shall be declared as the Selected Tenderer.

All figures in the financial offer must be stated in EUR.

The participant with the highest proposal for each of the elements listed above will be given the full amount of points against that element. All other participants will be scored on a pro-rata basis. For example, if bidder 1 proposes Revenue Forecast of EUR1m and bidder 2 proposes EUR0.7m (70% of bidder 1), then bidder 1 will be allocated 100 points whilst bidder 2 would be allocated 70 points (i.e. 70% of 100 total available points)

iii. Key Parameters

The Tenderer shall take note of the following key parameters for submission of their Financial Offer:

1. **Gross Revenue:**

   The Gross Revenue projection must be estimated on a yearly basis for each of the term of Agreement i.e. 10-years. Gross Revenue numbers shall be arrived based on (1) estimated penetration rate and (2) spend per transaction, thus creating a spend per head to generate the Gross Turnover. This would then be multiplied by the fixed revenue share percentage for tobacco and the proposed revenue share percentages for all other categories to give total Gross Revenue.

   The Tenderer shall define separate revenue calculations for each Outlet and subgroup of various product categories in each Outlet.

   The total summation of the Gross Revenue for all outlets and product categories (including tobacco) for the total 10-year contract term shall be inputted to the auction for scoring calculations.

2. **Revenue Share Percentage**

   The Revenue Share payment for each concept shall be determined by an offered Revenue Share percentage of the Gross Turnover.

   Bucharest Henri Coanda Airport acknowledges that different Product groups within each concept may yield varying profit margins. In order to provide the Tenderer with incentives to maximise Product sales provision, the Tenderer is given the option to offer different Revenue Share percentages for each major product category (excluding tobacco, for which the percentage is fixed at [redacted]) - Alcohol (international), Alcohol (Romanian), Perfume, Cosmetics, Accessories, Confectionery, Local Products, Others.

   As previously mentioned, the revenue share percentage for the tobacco category will be fixed for all bidders at [redacted] of tobacco category turnover.

   The Tenderer can offer different revenue share percentages for each year of the Agreement if preferred. The revenue share percentages must therefore be calculated for each year.

   The Revenue Share payment for each sub-group shall be determined as the sum of the Gross Turnover multiplied by the offered Revenue Share percentage for each of the Product sub-groups defined within the Package for each Outlet.

The blended total of the offered revenue share percentages for all outlets and product categories (excluding tobacco) for the total 10-year contract term shall be used in the auction for scoring calculations.

For the Successful Bidder the following should be noted and will form part of the Agreement. During the term of the contract the actual combined revenue share percentage (from turnover per category, multiplied by revenue share percentage per category, divided by total turnover) shall, each month, be calculated and compared to the combined revenue share percentage proposed for the auction bids. The operator will be required to pay CNAB the higher of these two combined revenue share percentages of the total gross turnover.

CNAB advises all the Tenderers to conduct sensitivity analyses on the passenger flow and traffic projections in regard to their business case and the financial effect.

Minimum Guaranteed Revenue Share (MGRS) per total passenger

The Tenderer shall, for each of the financial years of the Agreement Term, offer a Minimum Guaranteed Revenue Share per total passenger in accordance with the passenger forecast provided by the Airport. Minimum Guaranteed Revenue Share per total passenger will be fixed as per the business plan submitted by the Tenderer.

Minimum Guaranteed Revenue Share will decrease/increase proportionally with passenger numbers. In the event that the actual monthly passenger numbers are higher than those estimated in the passenger projection, CNAB will expect the Tenderer to:

"turn flyers into buyers".

MGRS per total passenger shall be such percentage as may be proposed by the Tenderer but it shall not be less than eighty per cent (80%) of the total estimated Revenue Share payment per passenger, **including tobacco**, for each financial year.

The Tenderer shall pay Revenue Share OR Minimum Guaranteed Revenue Share Whichever is higher on monthly basis.

Higher of the Revenue Share payment or Minimum Guaranteed Revenue Share shall be paid to CNAB within the 7 (seven) days of the end of each month.

The average MGRS per passenger for the 10-year contract term shall be used in the auction for scoring calculations.

iv. Immediately Post Auction

Within one hour after the completion of the auction the successful bidder will provide CNAB with the detailed information used to calculate the auction inputs, including:

- Gross turnover by product category (and by outlet if appropriate) for each year of the contract
- Revenue share percentage by product category (and by outlet if appropriate) for each year of the contract
- Gross revenue by product category (and by outlet if appropriate) for each year of the contract
- Forecast minimum guaranteed revenue share for each year of the contract, based on forecast passenger numbers.

- Minimum guaranteed revenue share per passenger for each year of the contract

Note: All calculations for the auction financial offer should be made on the basis of the continued operation of Duty Paid stores throughout the airport. If the sale of Duty-Free products is approved in Romania for all or part of the airport then CNAB reserves the right to enter into appropriate discussion and negotiation with the duty-paid operator at that time.

The Tenderer shall note that the Financial Offer shall exclude the following additional payments to Bucharest Henri Coanda Airport:

1. **Basic Charges**

   The Tenderer will be provided with a total of 432.7 sq m of auxiliary space, which can be used as storage, staff areas or offices.

   The cost of these auxiliary spaces will be [redacted] per square metre per month during the first two years of the contract. Thereafter the cost per square metre per month will rise each in line with the inflation rate for the previous 12-months as published by the National Bank of Romania.

2. **Guarantee of Good Contract Execution**

   The Selected Tenderer shall furnish to CNAB at the time of execution of the Agreement, by way of wire transfer, an amount equivalent to 6 months of the Minimum Guaranteed Revenue Share for the first Financial Year. The difference in the amount of the Guarantee of Good Contract Execution, if any, for the subsequent financial years based on the Minimum Guaranteed Revenue Share, must be paid on or before 15 days of the commencement of each financial year.

3. **Utility Charges and Service Charges**

   The Utility Charges and service charges defined below shall be payable by the Selected Tenderer commencing from the Delivery Date based on the actual consumption by the Selected Tenderer according to CNAB tariffs, which may vary, depending on the evolution of prices on the market.

   a. Utility charges – Water and electricity
   b. Heating
   c. Sewage
   d. Information technology (‘IT’) and Telecommunication services from CNAB:
      - Communication-Voice
      - Network-Voice & Data
      - Internet

   A full list of actual current utility charges in included in Annexure 3.

c. AWARD OF CONTRACT

Based on the offers submitted by the Shortlisted Tenderers, the Assessment Committee shall rank the combined Technical and Financial offers. The Shortlisted Tenderer who has achieved the highest overall score out of 1000 points shall be declared as the Selected Tenderer. Other Shortlisted Tenderers shall be kept in reserve until the Selected Tenderer signs the Agreement with CNAB. The Selected Tenderer shall complete all the necessary compliances with the guidance from CNAB for signing of the Agreement.

Upon the execution of the Agreement between the CNAB and the Selected Tenderer, CNAB will notify the other Tenderers that their Proposals have been unsuccessful, and CNAB will have no further communication with unsuccessful Tenderers thereafter. Bid Security Bond of the unsuccessful Shortlisted Tenderers shall be returned.

The winning bidder will be required to sign the Rental and Revenue Share Agreement on the basis of the contents of their RFP submission. In the case the winning bidder does not sign on this basis, and agreement cannot be reached, then the winning bidder will forfeit their bid security bond and CNAB reserves the right to approach alternative bidders. Furthermore, this bidder will be blacklisted and forbidden from participating in any and all tenders at Bucharest Henri Coanda Airport for a period of 5-years.

VIII. OTHER TERMS AND CONDITIONS

a. Terms of Agreement

Sales rights will be agreed with the Selected Tenderer to ensure the best choice is offered to passengers with no unnecessary duplication of offer. The scope of the Agreement and the proposed business structure is explained in brief below.

The Term of the Agreement shall be 10-years from the Delivery Date of the Outlets – i.e. the date that the Selected Tenderer is provided with the agreed commercial spaces.

b. Selected Tenderer's Scope of Business

CNAB will hand over all agreed units to the Selected Tenderer.

The Selected Tenderer shall use the Outlets for the purpose of developing, operating and maintaining the Outlets for the purpose of retailing the Products during the Agreement Term, and shall ensure that the same are designed, developed, operated and maintained as per international standards and good industry practices, and in line with the image envisaged for the Airport by CNAB.

The Selected Tenderer shall, within 30 (thirty) days from the award of the lease, or before signing of the Agreement with CNAB, whichever is earlier, present CNAB the draft concept of the Outlets including the designs, drawings and methodology with regard to the establishment of the Outlets keeping in mind the quality standard, aesthetic appearance and design of the terminal building. Following approval of concept, the Tenderer shall develop detailed outlet design drawings for final discussion with and approval by CNAB. The Selected Tenderer shall ensure that all final outlet designs are in place before the Delivery Date for commencement of commercial fit out works.

The Selected Tenderer shall submit the Guarantee of Good Contract Execution as per the terms of this RFP Document on or before the Delivery Date. Until the Selected Tenderer submits their Guarantee of Good Contract Execution, their Bid Security Bond shall be kept valid.

c. CNAB intends to select only serious and committed Tenderer for entering into the Agreement. Accordingly, the Tenderers shall ensure that, sufficient information is provided to enable the Assessment Committee to make quantitative judgments about their suitability.

d. The overall evaluation for the Selected Tenderer will be determined on the basis of the consolidated facts being taken into account between the technical submission and the financial offer. The award of the Agreement will be made in full and absolute discretion of CNAB.

e. Grounds of Disqualification

In addition to CNAB's rights to disqualify any Tenderer as set-out elsewhere in this RFP, CNAB shall have the right, at its sole discretion, to disqualify any Tenderer, and reject its Proposal including, but not limited to, on any one or more of the following grounds:

i. If a Tenderer submits more than one Proposal for the tender package, CNAB shall have the right to reject all the Proposals of such Tenderer.
ii. No member of a Consortium must have any direct or indirect interest in more than one Consortium.
iii. Declaration of the Tenderer as ineligible due to corrupt or fraudulent practices in any prior tender/bid process in the past.
iv. The Proposal not being accompanied by any supporting documents or Annexures, required to be submitted in accordance with this RFP.
v. Failure to comply with the requirements of the RFP, or the Proposal being non-responsive to the requirements of the RFP. If the Proposal is not signed, sealed and marked (as instructed) as stipulated in the RFP, or does not contain all the information as requested in the RFP, or in the format as specified in the RFP or Annexure/s, CNAB may reject the Proposal as non-responsive, and further assumes no responsibility for the misplacement of the Proposal submitted, as the case may be.
vi. If the Tenderer submits conditional, incomplete, ambiguous, obscure, incorrect, inaccurate, misleading information, or, information that contains alterations or irregularities of any kind.
vii. CNAB reserves the right to reject any Proposal at any time, if a material misrepresentation is made or uncovered.
viii. Any Proposal, not submitted in the prescribed fashion as per the guidelines
ix. Any Proposal is received after the timeline as set out in this RFP.
x. Any Proposal made by the agents, consultants, retainers, representatives or any entity on behalf of the Tenderer, without authorization from the Tenderer.
xi. Any Tenderer, who uses any sort of influence, will automatically be disqualified.
xii. Any attempt or effort made by the Tenderer to connive with the interested parties, any other Tenderer, or any of the officers, agents, employees, representatives or consultants of CNAB/Authority, or/and any Proposal made by corruption, fraudulent, collusive practice, as determined by the Assessment Committee, in its sole judgment.
xiii. A Tenderer shall be disqualified if the Tenderer (or any member, in the case of a Consortium):
    1. has a final conviction for tax purposes over the last 5 years;
    2. has a final conviction for acts contrary to applicable labour law over the last 5 years;
    3. has been subject to liquidation or bankruptcy;
    4. is a part of any legal proceedings for tax evasion at the time of submitting the Proposal;
    5. Board Of Directors have been involved in any legal cases which have resulted in a final and irrevocable Court Decision during the last 5 years that will have an impact on running the Outlets in accordance with the Agreement; and
    6. The Tenderer has any adverse legal record and has been blacklisted in the same tender over the last 5 years.

Any such rejection would lead to the disqualification of the Tenderer. If the Tenderer is a Consortium, the entire Consortium shall be disqualified.

f. Right of Verification

The Tenderer by submission of its Proposal agrees to transmit the most up-to-date information. The Assessment Committee's determination as to whether a Tenderer is qualified and selected will be based upon the information provided by the Tenderer in its Proposal.

CNAB reserves the right to verify any, or all statements made by Tenderers in their Proposal, and to inspect the Tenderer's outlets, places of business, etc., if necessary to establish to its satisfaction the Tenderer's ability and expertise to set-up, develop, operate, maintain and manage the Outlets. A contract will not be awarded until all investigations of the Tenderer's business experience, financial responsibility, etc., that CNAB deems necessary, are completed. By submitting its Proposal, the Tenderer agrees to permit and co-operate with such investigations.

g. Responsibility of Tenderers

The Tenderer agrees that all information pertaining to Bucharest Henri Coanda Airport's business and other information disclosed by CNAB are confidential information. The same shall be kept confidential and will not be disclosed to any third party without the prior written approval of CNAB.

This RFP has been designed so that the Tenderer can follow a step-by-step process from Proposal preparation, to submission, to evaluation and award. Each Tenderer shall conduct its own investigations and analysis, check the accuracy, reliability and completeness of the information provided in this RFP.

h. **Change of consortium**

If any member of the shortlisted Tenderer (in case of a consortium) wishes to withdraw from the RFP process, the Tenderer shall inform CNAB and has the option to replace with another company which has similar technical and financial credentials of the company that wishes to exit from the consortium. Tenderer shall submit all the credentials of the new company and seek approval from CNAB before 30 days from the RFP submission deadline. If the Tenderer is not able to provide the information or seek approval from CNAB for the new consortium member within the said timelines, the Tenderer shall not be allowed to change the consortium member. Any change of consortium without CNAB agreement shall deemed to be disqualified and the bid security bond of the consortium shall be forfeited.

i. Confidentiality

All information and data of any kind in this RFP document, which are not in the public domain, shall be treated as confidential by the Tenderers, and the information given in the RFP, is for the purpose of submitting the Proposals only, and shall not be distributed or disclosed directly or indirectly to third parties, at any time, for any purpose, unless the Tenderer is required to do so by Applicable Laws, or unless the Tenderer has obtained the prior written consent of CNAB. The confidentiality applies to all the Tenderers and shall survive the completion of tender process regardless of the conduct or outcome of the selection process.

j. Tenderer confirms that it has understood the Agreement provisions and also Bucharest Henri Coanda Airport commercial layouts and has, accordingly, submitted its Proposal to CNAB. By submitting the Proposals, Selected Tenderer agrees to take full responsibility of its Proposal without any liability towards CNAB.

k. This RFP does not bind CNAB to award a contract to the Selected Tenderer, and CNAB shall not under any circumstance, be responsible for any cost incurred by any Tenderer, who has been involved in the bidding process, irrespective of whether CNAB actually proceeds with such award or not.

l. All Tenderers have been, and will continue to be provided, with the same background information, supplementary information and any corrigendum or addendum to the RFP.

m. All matters in relation to this RFP shall be governed by the Applicable Laws and any dispute shall be referred to competent courts in Bucharest, Romania.

n. By submitting a Proposal, the Tenderer will be deemed to have accepted all the terms and conditions of this RFP without exception.

IX. DEFINITIONS

In this RFP and unless the context requires otherwise, the following expressions shall have the following meanings:

"**Agreement**" shall mean the Rental & Revenue Sharing Agreement together with all Schedules, appendices and annexes thereto, in each case, as from time to time, supplemented, modified or replaced.

"**Airport**" or "**OTP**" refers to Bucharest Henri Coanda International Airport.

"**Applicable Laws**" shall mean, all laws in force and effect in Romania as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in Romania including any revision, amendment or re-enactment including without limitation, rules, regulations, policies made thereunder and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authority, as may be in force and effect during the subsistence of the Lease Agreement (unless otherwise expressly specified herein) and CNAB internal regulations notified from time to time.

"**Benchmark Airports**" shall mean comparable airports.

"**Bid Security Bond**" shall mean an unconditional and irrevocable bank guarantee of EUR [●] from a reputed bank registered in Romania submitted by the Tenderer if favour of CNAB along with the Proposal.

"**CNAB**" means the National Company Bucharest Henri Coanda Airports

"**Consortium**" shall mean a group of entities collectively submitting a Proposal.

"**Delivery Date**" shall mean the date of handover of the commercial space by CNAB to the Selected Tenderer.

"**Euro**" or "**EUR**" means the single European currency. The lawful currency of the majority of European Union member states.

"**Gross Turnover**" shall mean the overall gross turnover of the Selected Tenderer in each relevant month and for a lesser period on pro-rata basis and shall include all revenue/sales whatsoever, arising from the carrying-out of the business activity, whether provided to the users at the Airport or via other modes of delivery and irrespective of the location of the placement of the order, excluding all applicable taxes. For the avoidance of any doubt, the Gross Turnover shall include, internet pre-orders or other modes of payment, net services to the employees, the airport staff and the airline vouchers and all service charges and any revenue/sales accrued, but not billed; any revenue/sales billed, but not received by the Selected Tenderer; and insurance proceeds received for loss of revenues and/or business interruption.

"**Guarantee of Good Contract Execution**" shall mean interest free deposit to be paid by the Selected Tenderer and refundable as defined in the Agreement.

"**Handover Date**" shall mean the date on which the Selected Tenderer is provided the outlet by

CNAB in order to commence commercial fit-out of the Outlets.

"**JVC**" refers to Joint Venture Company.

"**Lead Member**" shall mean the entity that represents all the other members of the Consortium.

"**Lei**", means, Romanian Lei, the lawful currency of Romania.

"**Lock-in Period**" shall mean as defined in the Agreement.

"**Minimum Guaranteed Revenue Share**" or "**MGRS**" shall mean an amount in EUR or Lei as provided for in the Financial Offer section of this RFP, net of all applicable Taxes.

"**Outlets**" shall mean the area wherein the Selected Tenderer shall be allocated space to undertake the business activity.

"**POS**" shall mean point of sale.

"**Products**" shall mean the various merchandising product categories at the Outlets.

"**Proposal"** shall include the Qualification Gateway Criteria and Technical Submission as further detailed in this RFP.

"**Revenue Share**" shall mean the fees payable every month by the Selected Tenderer to CNAB during the term of the Agreement being a percentage of the Gross Turnover per Product category of the Selected Tenderer in each relevant financial year.

"**Services"** mean services provided in the Outlets as per Applicable Laws and industry practices.

"**Selected Tenderer**" shall mean the selected bidder.

"Tax or Taxes" shall mean, any and all taxes, levies, imposts, duties, charges, deductions, cess, surcharges or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interests, penalties, claims or other liabilities arising under or relating thereto, including any applicable stamp duty and registration charges.

"**Tenderer**" shall mean the entity/ies who solely or as a consortium submits a Proposal.

"**Utility charges**" shall mean the charges for electricity, water and other services at the Outlets payable by the Selected Tenderer.

Interpretation

In this RFP:

a. Time is of essence in the performance of obligations.
b. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
c. Section headings are for reference only and shall not affect the construction or interpretation of this RFP.
d. Reference to any applicable law includes reference to such applicable law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder.
e. In the absence of a definition being provided for a term, word or phrase used in this RFP, no meaning shall be assigned to such term, word or phrase which derogates or detracts in any way from the intent of this RFP.
f. The terms of RFP and Agreement shall read together with the Agreement to be entered into between the Selected Tenderer and CNAB. In the event any of the terms of RFP not covered in the Agreement, it is deemed that Selected Tenderer shall comply with the terms of RFP without any obligation to CNAB

X. FORMS

The following forms must be submitted by the Tenderers along with the Proposal:

Form 1 – Qualification Gateway Criteria;
Form 2 – Experience of the bidder;
Form 3 – Store layouts and environment;
Form 4 – Product categories and marketing;
Form 5 – Staffing Commitment;
Form 6 – Pricing policy;

XI. ANNEXURES

- Annexure 1 – Outlets Location in pdf
- Annexure 2 – Draft Rental Agreement
- Annexure 3 – Current Utilities Tariff List
- Annexure 4 – MS Excel format "Forms 1 to 6 – Template"
- Annexure 5 – Letter of Declaration- cum-Undertaking
- Annexure 6 – Bid Security Bond (Format)
- Annexure 7 - Service Level Agreement with penalties

Disclaimer

1. The information contained in this RFP document or subsequently provided to the Tenderers, whether verbally or in documentary or any other form by or on behalf of CNAB or any of their employees or advisers, is on the terms and conditions set out in this RFP, and such other terms and conditions subject to which, such information is provided.

2. This RFP is neither an agreement, nor an offer by CNAB to the Tenderer or any other person/s. The purpose of this RFP is to provide the Tenderers with the information that may be useful to them, in the formulation of their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by CNAB in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This RFP may not be appropriate for all the persons, and it is not possible for CNAB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

3. Information provided in this RFP to the Tenderers is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CNAB accepts no responsibility for the accuracy, or otherwise for any interpretation or opinion on the law expressed herein.

4. CNAB, its employees and advisers make no representation or warranty, and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this award process.

5. CNAB does not warrant the accuracy of any statistics provided in the RFP and the Tenderers must independently verify the same.

6. This RFP, along with its Annexures, is not transferable. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the work in accordance with this RFP, this RFP document must be kept confidential.

7. CNAB also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Tenderer upon the statements contained in this RFP. It is the responsibility of the Tenderers to make their own assessment regarding the extent of business opportunity in preparing their Proposal.

8. CNAB may, in its absolute discretion, but, without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

9. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Proposal including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation, which may be required by CNAB or any other cost incurred in connection with or relating to its Proposal. All such costs and expenses shall be the responsibility of the Tenderer, and CNAB shall not be liable in any manner whatsoever, for the same, or, for any other cost, or, other expense, incurred by any Tenderer, in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

10. CNAB reserves the right to accept or reject any or all Proposals; qualify or disqualify any or all

Tenderers without giving any reason, and is not obliged to correspond with any Tenderer in this regard. Further, CNAB reserves the right to relax, change, review, revise or/and cancel the eligibility criteria and the RFP process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for RFP does not give rise to any right, and is not an offer. CNAB shall not entertain any communication in respect of the RFP or the outcome of the RFP unless expressly provided for herein.

11. CNAB will not entertain any claim for expenses in relation to the preparation of any Proposal pursuant hereto.

12. CNAB, at its absolute discretion, reserves the right, until the closure of the RFP submission, to modify any proposed terms and conditions set out in the RFP as necessary, including but not limited to cancelling/withdrawing the RFP, to meet its objectives and principles as set out.

13. Tenderers shall undertake their own business analysis while submitting their Proposal. CNAB shall not guarantee any accuracy of the information provided in this RFP document and shall not be liable to Tenderers in whatsoever manner.