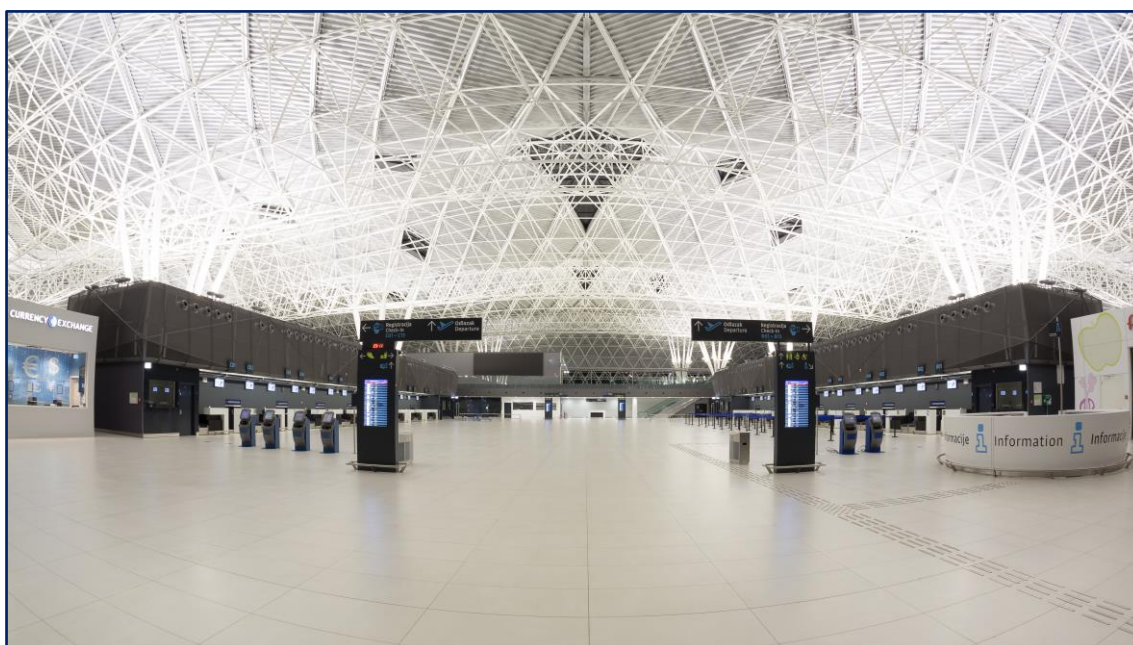




REQUEST FOR PROPOSAL

INTERNATIONAL ZAGREB AIRPORT FRANJO TUĐMAN
WRAPPING LUGGAGE SERVICE AND TRAVEL ACCESSORIES SALE SERVICES
REQUEST FOR PROPOSAL (“RFP”) DOCUMENT



NOVEMBER 16, 2020

INTERNATIONAL ZAGREB AIRPORT FRANJO TUĐMAN WRAPPING LUGGAGE SERVICE AND TRAVEL ACCESSORIES SALE SERVICES REQUEST FOR PROPOSAL (“RFP”) DOCUMENT

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1. SCOPE & OBJECTIVES OF THE RFP FOR WRAPPING LUGGAGE SERVICE AND SALE OF TRAVEL ACCESSORIES AT ZAG

The Concession Agreement was signed on April 11, 2012 by and between ZAIC – A Limited, 1 Park Row, Leeds LS1 5AB, England and the Republic of Croatia acting by and through the Ministry of Maritime Affairs, Transport and Infrastructure of the Government (“Concession Grantor”). Further, the Concession Agreement was novated on September 28, 2012 from ZAIC – A Limited to International Zagreb Airport Jsc. (hereinafter “MZLZ”), which novation was confirmed by the Concession Grantor on October 19, 2012. The aforementioned Concession Agreement was further amended on July 30, 2013, and on December 2, 2013. based on the Concession Agreement, MZLZ acting as the Concessionaire has gained exclusive managing rights on Zagreb Airport and is responsible for enabling the provision of all of the airport and commercial services, including wrapping luggage services (“Wrapping Luggage Services”) and sale of travel accessories services (“Travel Accessories Sale Services”)(shorter jointly “Services”). Based on the aforementioned, MZLZ is publishing official RFP for commercial opportunity of providing Services at Franjo Tuđman Passenger Terminal of Zagreb Airport (“ZAG”).

Zagreb Airport is the capital and major airport in the Republic of Croatia and represents, as such, a unique opportunity to acquire an established business with significant potential of improvement and growth.

MZLZ is seeking proposals for the provision of:

1. Wrapping Luggage Services which shall include bag wrap, bag weighing, refund for luggage in case of occurrence of insured risks;
2. Travel Accessories Sale Services including but not limited to sale of pillows, locks, travel wallets, adaptors etc.;
3. In order to improve quality of services offered and provided to passengers at ZAG, MZLZ is offering opportunity and possibilities for provision of additional services such as:
 - Luggage tracking
 - Baggage Storage
 - Baggage Shipping
 - Lost property
 - Possibilities of sending luggage to designated address (“Additional Services”).

Remarks: MZLZ is seeking a business partner to provide any other services which are not necessarily listed above but are connected to the Services in order and can improve quality of services to end users – passengers.

Parties interested to provide above mentioned Services are free to submit their proposals (hereinafter: “Interested Party”), and in order for their proposals to be taken into account they are obliged to submit proposals for both services under item 1. and item 2. above, while proposal for services under item 3. (Additional Services), is optional.

For the avoidance of any doubt Proposals for only one item as specified above shall not be accepted and the following combinations shall also not be accepted:

- a) item1. + item 3.,
- b) item 2. + item 3.

MZLZ's tender objectives for this particular RFP amongst others are:

- Providing Wrapping Luggage Service and other related baggage options of which the requirements are described through this tender;
- Providing Travel Accessories Sale Services i.e. sale of goods selected from main leading brands;
- Optimizing level of customer service through effective marketing policy and professionalism for all types of customers;
- Following international standard of Wrapping Luggage Service and Travel Accessories Services provided at international airports.

Special terms and conditions regarding equipment and machines to be installed for the performance of the Services or as the case may be for the performance of Additional Services should contain the following elements:

- the equipment shall be of adequate technology and compliant with the current legislation;
- machines used for provision of Services and/or Additional Services should be equipped with safety sensors and built-in weighing scale of weighing;
- film roll should be biodegradable or recyclable and should be certified by ISO Certified Laboratory;
- equipment used for provision of Services and/or Additional Services shall be in a clean and tidy condition and open to inspection;
- responsibility for the equipment check and related reports according to the Service Agreement shall be on the side of Successful Interested Party.

2. LOCATIONS FOR WRAPPING LUGGAGE SERVICES AND TRAVEL ACCESSORIES SALE SERVICES

MZLZ is looking at developing three (3) locations for the provision of Services:

- **Location 1** dedicated to machine for Wrapping Luggage Services, located at L2, departure landside area, accessible for all visitors open space area and covers fifteen (15) square meters.
- **Location 2** dedicated to Travel Accessories Sale Services, located at L2, departure landside area, accessible for all visitor's premise and covers nineteen comma sixty (19,60) square meters.
- **Location 3:** dedicated for Additional Services only in case of providing Additional Services (for example baggage storage, baggage shipping and lost properties services

- etc.) located at L2, departure landside area, accessible for all visitor's premise and covers twenty-eight (28) square meters.

The description and plans related to the Locations as set out in the RFP will not be construed as limiting the right of MZLZ to modify the Locations by issuing an official addendum to this RFP which will be made available to all Interested Parties.

The Interested party is allowed and invited to submit proposal for the performance of the Services and Additional Services with its own equipment per requirements prescribed herein.

Appendix C provides location details and drawing of location.

3. INVITATION TO RFP FOR INTERESTED PARTIES

This RFP document is made in objective and transparent way, applicable in same manner to all interested Parties that will participate in RFP process.

Each Interested Party for the provision of Services at ZAG shall, before submitting its proposal for the provision of Services ("Proposal"), thoroughly examine and assess the requirements and specifications set out in this RFP, the equipment and materials needed, all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances which may affect its Proposal. MZLZ will not have any liability toward any Interested Party or party included in the RFP process that has not read or understood all regulations and qualifications documents requested within RFP.

Submission of a Proposal constitutes a representation by each Interested Party that:

- it has conducted its own due diligence and is familiar with and accepts all the foregoing conditions and
- that Proposal is binding until the expiry of one year from the final date when the submission of the Proposal is possible.

Interested Parties are responsible to ensure they have received all components which make up the RFP documents as set out herein.

The Interested Party that will be duly selected and awarded by MZLZ ("Successful Interested Party") to provide the Services at the locations identified by MZLZ ("Locations") as per the terms and conditions mentioned herein which shall be formalized by entering into a Wrapping Luggage Services and Travel Accessories Sale Services agreement ("Service Agreement").

MZLZ reserves it's solely right to choose Successful Interested Party as per terms and conditions defined by MZLZ within this RFP.

MZLZ reserves its rights to refuse any Interested Party to continue to participate in RFP in case Interested Party is not following terms and conditions of this RFP document or any other legal requirement, condition provided within this RFP and within standard business practice as more described within RFP document.

4. DESCRIPTION OF THE TENDER PROCESS

This RFP process for the provision of Services is one stage process that will be conducted in line with the Concession Agreement.

All information available for this opportunity is contained in this RFP.

In the RFP process, MZLZ will publish information on the possibility to apply to this commercial opportunity on official MZLZ web page.

In order to assist Interested Parties in developing Proposals, MZLZ has included in this document certain information related to the Services. MZLZ shall not be responsible or liable for the accuracy of such information or facts, conclusions, opinions contained therein. Interested Parties are encouraged to seek independent advice in preparing their Proposal.

All Proposals will be opened privately and will become the property of MZLZ and will not be returned to Interested Parties unless a written request of withdraw is received prior to the submission closing date.

A) SUBMISSION CLOSING

Proposal with all attachments as required pursuant to this RFP are to be delivered in written form and sealed envelope with remark "NOT OPET TO PUBLIC" and shall contain:

- one (1) original hard copy of Proposal package
- and either one (1) memory stick (flash drive device)

Proposal package must be marked as:

"RFP –Wrapping Luggage Services and Travel Accessories Sale Services"

The Proposal must be received by MZLZ on or before:

18th December 2020
13:00 Zagreb local time

By express mail at the following address:

Međunarodna zračna luka Zagreb d.d.
International Zagreb Airport Jsc.
Ulica Rudolfa Fizira 1, p.p. 80
HR-10410 Velika Gorica
Croatia
Attn: Hrvoje Bradica, Deputy Director

Proposals received by email will not be accepted.

Proposals received after the closing time referred to in this section may be returned unopened.

Would you prefer to deliver in person please call in advance at administrative hours the following contacts, who will coordinate the best option:

Landline 1 +385 1 456 2379	Landline 2 +385 1 456 2266
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B) QUALIFICATION DOCUMENTS

Each Interested Party's Proposal must conform to all instructions. **The Proposal must be dated and signed by a duly authorized signatory of the Interested Party. Signatures on schedules' declarations shall be in original handwriting. Each page of Proposal must be signed by a duly authorized signatory of the Interested Party.**

Proposal shall be prepared and completed on the attached forms, with all following Schedules fully and properly completed:

Schedule 1	Acknowledgment & Declarations
Schedule 2	Commercial offer
Schedule 3	Financial offer and capability
Schedule 4	Operation and Activities Plan
Schedule 5	Management Plan
Schedule 6	Proposed Design and Layout
Schedule 7	Support space requirements

Should there be insufficient space on the Schedules, additional sheets appropriately marked and identified, may be attached (each page of such additional sheets must be signed by a duly authorised signatory of the Interested Party). However, no additions, deletions, interlineations or modifications shall be made to this RFP or its schedules.

Proposal must be completed in English only, in type (handwritten Proposals will not be accepted). Promotional material in electronic format in a Windows PC environment will be accepted in order to show and promote benchmark site(s), merchandise, etc. No other electronic material will be considered.

C) SITE VISIT

A site visit of Locations will be organized for all Interested Parties before sending a valid Proposal. Site visit shall be organized on

24th November 2020
15:00 Zagreb local time

Interested Parties are invited to advise MZLZ at least three (3) business days prior to the site visit of the persons who will be attending the site visit. Interested Parties should limit the number of attendees to three (3), unless needed more for which Interested Parties should send a justification to MZLZ.

Interested Parties willing to participate in site visit are invited to send: a detailed name list of the participants and scanned IDs for Croatian citizens, while scanned Passports need to be sent for foreign citizens/attendees. Such information shall be sent to the following email: MZLZ-Opportunity@zag.aero. For the avoidance of any doubt such collection of personal data is needed due to the security and safety requirements at ZAG. The data we collect from ID's and passports are not going to be stored anywhere and are going to be used only for the purpose of site visit.

D) QUESTION AND ANSWER PERIOD

Questions and answer period start after receiving the RFP document from MZLZ and any question may be forwarded by email to MZLZ-Opportunity@zag.aero

However, MZLZ takes no responsibility for any questions that may or may not have been received other than the ones received via e-mail on the e-mail address from the previous paragraph during the permitted time for questions and answers regarding this RFP.

Questions and/or comments can be received until:

27th November 2020
15:00 Zagreb local time.

MZLZ will make a diligent effort to respond to the questions raised by such Interested Party.

MZLZ reserves a right to share answers with all Interested Parties in case MZLZ finds it is needed and deemed fit. For example, when the answer gives additional information relevant for submission of Proposal, such answer will be made available transparently to all Interested Parties at the same time.

E) GENERAL ADMINISTRATION OF PROPOSAL

i. Contact Person & Relationship Requirements

MZLZ needs to be informed of the contact person during the RFP process, in particular the full contact name, email address, and contact telephone number. That contact person will be the only one to be contacted by MZLZ until the notice of award.

MZLZ considers that the current RFP process excludes communication regarding RFP document between Interested Party and:

- potential vendors
- service providers
- proposers
- lobbyists or consultants who may influence this process
- MZLZ's professional staff
- MZLZ's Chief Executive Officer
- MZLZ's Board of Directors, MZLZ's Members of the Board or their respective staffs.

This exclusive communication requirement does not apply to oral communications at site visit, potential oral presentations before selection committees, oral communications, for administering the procurement process, provided the communication is limited strictly to matters of process or procedures, Services Agreement negotiations during any duly noticed public meetings or presentations.

Failure of Interested Parties to comply with this exclusive communication requirement may result in the disqualification of each Interested Party.

ii. Modification of Proposals

Proposal may only be modified in writing, signed by an authorized signatory of Interested Party who has signed the schedules of this RFP proposal. MZLZ shall only accept modifications on or before the submission closing time as specified within RFP document. Modifications made verbally, by email and modifications received after the submission closing time will not be accepted and will not form part of any Proposal submitted.

iii. Additional information, clarification or modification

MZLZ may provide additional information, clarification or modification in written form. All such written additional information, clarification or modification shall be incorporated into and become part of the Proposal document. MZLZ shall not be bound by verbal or other informal explanations or clarifications not contained in such written document. Interested Parties are responsible to ensure that they have registered their contact information with MZLZ to ensure they are provided with any additional information, clarification or modification as they may become available.

iv. Statements within Proposal

MZLZ will assume that all statements in writing, made by persons submitting Proposal and contained in Proposal therein are true, accurate, complete, not misleading and up to date. All such statements are binding for Interested Parties and constitute representations and warranties made to MZLZ. These statements, representations and warranties must remain as submitted, should there be any change which adversely affect the Proposal, MZLZ shall be notified immediately in writing by Interested Party as otherwise will not be considered as relevant change.

Proposal which fail to conform to instructions from the previous paragraph may be disqualified or rejected.

Any inconsistency, discrepancy, ambiguity, or omission noted in the RFP documents should be brought to the immediate attention of MZLZ, in writing.

v. Rejection of Proposals

Official Proposal received unsealed may be rejected if it cannot be determined that such Proposal is complete and as originally sent by Interested Party.

vi. Interested Parties Removal from the RFP

MZLZ, at its sole discretion, shall remove Interested Parties from the list and/or active RFP process in the event that such Interested Party:

- has been determined, on a balance of probabilities, to be a front for an illegitimate and/or “blacklisted” company and/or person by the Croatian Government authorities and/or other relevant jurisdictions;
- have given false declarations in order to gain advantage;
- does not fulfil warranties and/or undertakings, including the declarations stated herein, to the satisfaction of MZLZ;
- fails to notify any changes of the statements, warranties and/or undertakings;
- are insolvent or face a high risk of insolvency;
- behave unethically and/or unprofessionally from a business and/or social perspective;
- does not perform in a satisfactory manner in respect of existing or previous agreements held with the previous airport authority, MZLZ, its shareholders and/or affiliates;
- are found to have been practicing unfair labour practices;
- Collusion between Interested Parties
- have attempted to unfairly influence the process of award and/or have been found guilty of improper conduct, on a balance of probability’; or
- have been convicted for fraud or corruption and/or failed to comply with any business conducted previously at ZAGREB AIRPORT, Zagreb Airport Ltd. or related to airport business in Croatia in general;

If any such Interested Party and/or any of its directors/members of the board fall under any item described above, MZLZ will refuse to accept participation of such Interested Party in the RFP process i.e. will refuse their Proposal.

F) *SELECTION OF INTERESTED PARTIES*

MZLZ reserves its right, based on received submitted Proposals and in case those Proposals have been very similar in evaluation (“Similar Proposal”), to invite such Interested Parties to direct meetings whereas MZLZ reserves a right to challenge Similar Proposals to further receive enhanced Proposal from such Interested Parties in order to analyse and to evaluate the best Proposal.

5. EVALUATION OF PROPOSALS

The Proposals shall be evaluated on the following criteria:

Aspects	Weight
Commercial offer	60%
Financial offer	40%

I) Commercial offers evaluation criteria consist of quality of the commercial and marketing strategy (60%) which will be assessed through:

- the attractiveness of the offered brands in Travel Accessories Sale Service;
- range of goods in Travel Accessories Sale Service;
- pricing policy;
- staff organization;
- connection between Wrapping Luggage Services and Travel Accessories Sale Service i.e. meaning the presentation of how their customers will be directed from one service to another;
- wide range of Additional Services;
- design, attractiveness and layout of Locations.

II) Financial offers evaluation criteria consist attractiveness of offers (40%) and will be assessed through:

- the Business Plan ambition forecast indicated in Schedule 3, Part A of the Proposal, for the duration of the Services Agreement for Services and Additional services (if offered) and particularly:
 - a) Offer for the variable Fee for the Wrapping Luggage Service and Travel Accessories Sale Services;
 - b) Offer for the Capital investment related to the furnishing of the Locations.

These commercial and financial criteria are the criteria's based on which the Proposals will be evaluated provided that all other documents which are integral part of the Proposal are fulfilled in the satisfactory level. In case those documents are not in the level satisfactory to MZLZ, MZLZ reserves right to reject Proposal.

6. MZLZ'S RESERVED RIGHTS

MZLZ reserves the right to (i) request clarifications and/or additional information as is necessary to properly evaluate the Proposal and/or (ii) negotiate with any Interested Party or with another Interested Party concurrently. In no event will MZLZ be required to offer any modified terms to other Interested Parties. MZLZ shall incur no liability to any Interested Party as a result of such negotiations or modifications.

MZLZ reserves the right to cancel this RFP, re-advertise new request for proposals if necessary, waive minor irregularities and formalities in current RFP or even modify the terms of this RFP with official written addendum to it, governed by the best commercial interest of MZLZ. For the avoidance of any doubt if MZLZ exercise any of these rights it will equally inform all Interested Parties.

MZLZ shall not be under obligation to enter into any agreements including the Services Agreement with Interested Party in connection with this RFP due to participation in the tender only, nor to pay for any costs incurred by each Interested Party the preparation of Proposals submitted in response to this RFP. MZLZ shall enter into Services Agreements only with the selected Interested Party whereby selected Interested Party shall bear solely all its cost and expenses incurred by its participation in this tender and its entering into Services Agreement with MZLZ. MZLZ assumes no liability for any costs or expenses of any Interested Party in responding to this RFP.

7. DEBT

Any Interested Party or any of its shareholders or directors should not have any debt in respect of any lease, license or other agreements with MZLZ or the previous airport authority, otherwise, it will be ineligible to be awarded a lease or license or any other right at ZAGREB AIRPORT unless financial arrangements satisfactory to MZLZ are made in respect of any such debt prior to the closing date of this RFP. Any Interested Party shall not have any financial debt towards MZLZ for more than 30 days from the date Proposal can be received by MZLZ as defined in point 4 A) above.

8. REQUIREMENTS FOR CROATIAN BUSINESSES

Each Interested Party must be incorporated in Croatia and must comply with the laws of Croatia. For the avoidance of any doubt in case the Successful Interested Party is not an Croatian entity such Successful Interested Party will be obliged to incorporate corresponding legal entity in Croatia which will authorized to provide Services in Croatia.

9. SERVICES AGREEMENT REQUIREMENTS

A) AGREEMENT STRUCTURE

The Successful Interested Party will be required to enter into the Services Agreement as outlined in **Appendix D** with MZLZ incorporating the terms hereof and with such modifications and additions as MZLZ may reasonably deem necessary.

B) EXECUTION OF THE WRAPPING LUGGAGE SERVICES AND TRAVEL ACCESSORIES SALE SERVICES AGREEMENT BY THE SUCCESSFUL INTERESTED PARTY

If the Successful Interested Party has any objection to the terms and conditions of the Service Agreement, it must outline such objections in Question & Answer period; however, MZLZ reserves the right not to take the comments into consideration.

In case no objection was made Question & Answer period and/or MZLZ decides not to take any comments raised by the Successful Interested Party, the Successful Interested Party will be required to execute the Service Agreement within ten (10) business days of receipt of the final Service Agreement sent by MZLZ to Successful Interested Party.

If the Successful Interested Party fails to execute the Service Agreement within the specified period above and without limiting MZLZ's other rights and remedies, MZLZ may consider the Successful Interested Party to have repudiated. MZLZ reserves the right to then award this opportunity to another Interested Party.

C) GOVERNING LAWS

The relationship between MZLZ and all Interested Parties is subject to the laws of Croatia.

It is agreed that the language and any communication between the Interested Party and MZLZ shall be in the English language.

The Services Agreement shall be concluded in both English and Croatian version, and in the event of any conflict between the English version and Croatian version, the Croatian version shall prevail.

D) RULES AND REGULATIONS

There are a number of rules and regulations, including the interrelated agreements between affiliated companies of MZLZ, affecting all airport operations including the local business regulations and requirements, the Governmental rules and regulations, security and safety requirements for all employees at ZAGREB AIRPORT, and all MZLZ's rules and regulations. The Successful Interested Party must become familiar and comply with all these requirements in order to successfully operate at ZAGREB AIRPORT.

E) RIGHT TO DEVELOP

Up to the extent permitted by applicable law, the Successful Interested Party will be granted the exclusive right to develop and operate Wrapping Luggage Service and non-exclusive right to develop Travel Accessories Sale Services and Additional Services in a manner that complies with the concepts outlined in this RFP, their Proposal, and as required in the Service Agreement and any other relevant agreement signed by the Successful Interested Party and MZLZ.

F) MINIMUM LIST OF PRODUCTS AND FORBIDDEN PRODUCTS FOR TRAVEL ACCESSORIES SALE SERVICES

Minimum list of products offered at the Location 2:

Categories
TRAVEL SUITCASES
- Air Trolley
- Backpack
- Trolley Backpack (S, M, L, XL)
- Messenger Bag
- Cabin Baggage
TRAVEL FOLDABLE BAGS / SUITCASES
- Foldable Backpack
- Foldable Duffle Bag
- Foldable Duffle bag (S, M, L, XL)
- Foldable Messenger Bag
TRAVEL ACCESSORIES
- Travel Adaptors (USB)
- World Travel Adaptors
- Luggage Tag Flag
- Luggage Tag
- Luggage Scale
- Luggage Cart
- Travel Wallets
- Silicon Bottles
- Packing Cube
COMFORT
- Pillows
- Fleece Blanket
- Comfort Pillow
- Comfort Set (Pillow, Eyeshade, Earplugs)
- Flight Socks
SAFETY LOCKS
- Key Lock

- Combination Padlock
- Combination Lock Indicator
- Luggage Protector (S, M, L, XL)
- Safety Locks
SAFETY STRAPS
- Luggage Strap
- Luggage Strap with Indicator
- Box Strap (S, M, L, XL)
- Quick Release Strap
SECURITY
- Suitcase Security Cover
- Backpack Security Cover
- Stroller Travel Cover
- Stretch Cover

Considering that we seek a provider experienced in provision of Wrapping luggage related services we consider that the following categories of products and services are not to be provided by the Successful Interested party:

- All kind of food and beverages products;
- Tobacco;
- Confectionary;
- All kind of gastronomy products (including oils, wines, etc.);
- All perfumes, cosmetics, make-up accessories;
- Banking, currency exchange and insurance activities outside the permitted scope of Services related to insurance of luggage.

G) ASSIGNMENT

The rights of the Successful Interested Party may not be assigned without the prior written consent of MZLZ. The Successful Interested Party will not assign any part of any of its rights and obligations except in compliance with the terms and conditions set out in Services Agreement and any other relevant agreement signed by the Successful Interested Party and MZLZ.

H) MODIFICATIONS TO THE LOCATION

The description and plans related to the Locations as set out in the RFP will not be construed as limiting the right of MZLZ to modify the Locations before entering into Services Agreement.

I) JOINT LIABILITY

If any Interested Party is comprised of more than one legal entity, then each legal entity will be liable to MZLZ jointly and severally.

10. DURATION

The Services are to be operated for the period of **5 (five) years** from the date of signing Services Agreement. For the avoidance of any doubt the duration of the Services Agreement is non-negotiable.

11. FINANCIAL TERMS

The Successful Interested Party will be obliged to pay either the Minimum Annual Guarantee ("MAG") or percentage fee ("Fee"), depending on whichever amount is higher.

MAG is defined as exact amount while Fee is calculated based on gross revenues (total sale amount of Services and Additional Services provided by the Successful Interested Party as defined more thoroughly in the Services Agreement).

A) PERCENTAGE OF GROSS REVENUES FEES

Gross revenues proposed by Interested Party in the Proposal means the whole amount of sales that includes the sum of the total expecting receipts arising out of the provision of the Services and Additional Services (excluding VAT) for each service separately on a yearly basis.

The Successful Interested Party will be obliged to monitor the gross revenues on each Service/Additional Service separately as set out in the table below.

The Fee mechanisms is as follows:

- Each Interested Party is invited to confirm or bid up other amount of the Fee. For the avoidance of any doubt the lowest amount of Fee is proposed by MZLZ in table below;
- The Fee applies on the gross revenues.

Interested Parties are invited to bid up on the following amount of Fee set by MZLZ as follows:

WRAPPING LUGGAGE SERVICE	fees
Gross revenues	30 %

TRAVEL ACCESSORIES SALE SERVICES	fees
Gross revenues	8 %

ADDITIONAL SERVICES	fees
Gross revenues	30 %

B) MAG

Each Interested Party is obliged to calculate the MAG for each Service/Additional Service separately. The MAG is due and payable quarterly, and the first quarter is due on the date of Execution of the Agreement

The calculation of the MAG is as follows:

$$\text{MAG} = \text{Annual Fee} \times 80\%$$

$$\text{Annual Fee} = \text{Annual Gross revenue}^* \times \text{Offered Fee}$$

** Annual Gross revenue is data contained in the Business plan which is fulfilled in the Schedule 3 and makes an integral part of Proposal*

For the avoidance of any doubt in Schedule 3 of this RFP the Interested Party needs to enter proposed amount of MAG calculated based on the above formula.

C) CAPITAL INVESTMENT

The capital investment related to the furnishing of the Locations is to be made by Successful Interested Party by themselves at their own expense.

The Successful Interested Party is obliged to notify the MZLZ the amount and types of the investment.

APPENDIX A

Zagreb Airport traffic forecast

Traffic forecast for the period of 5 years as mentioned in the table below:

	2021	2022	2023	2024	2025
Departing Total Passengers	1.203.560,00	1.785.508,90	1.871.041,38	1.958.186,76	2.043.130,42

The forecast traffic data are provided for information only. They cannot constitute a binding contractual element on the part of MZLZ. Likewise, they cannot be used by the candidate as a conditional element of the commercial proposal.

No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by MZLZ, or by any of their partners, officers, employees or affiliates as to or in relation to the accuracy of completeness of the information of the traffic forecast.

APPENDIX B

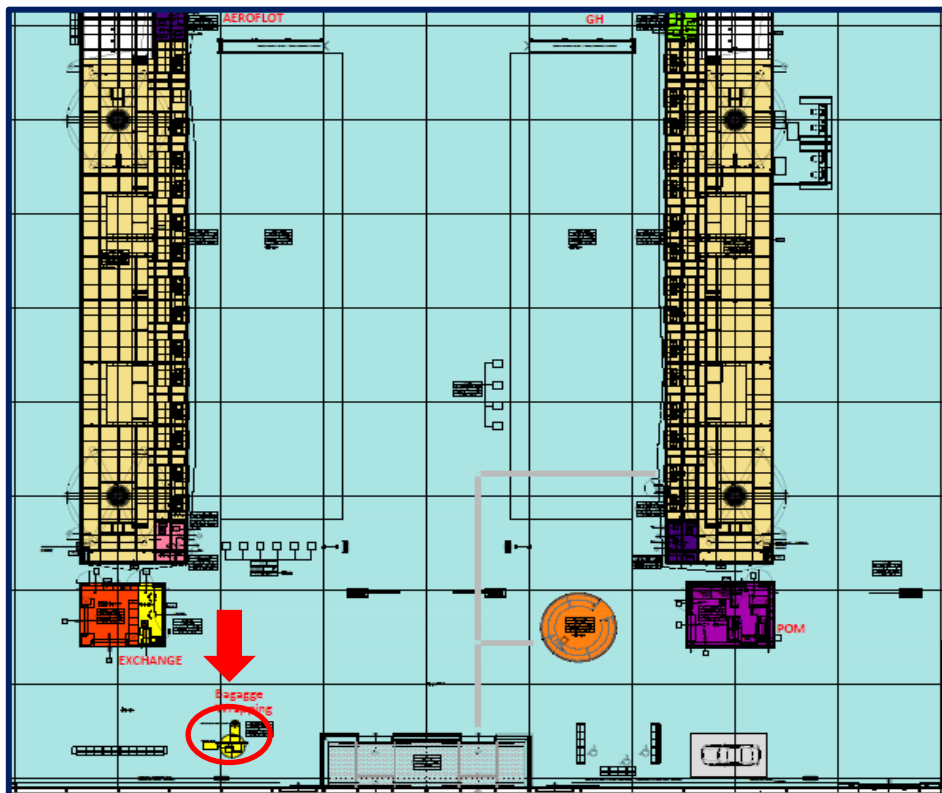
Expected cost for utilities and other costs

In order to enable your cost estimation, within this **Appendix B** MZLZ is providing estimated costs related to operations at ZAG as follows:

- Utilities costs are 4,87 € / sqm /monthly and includes:
 - Heating /Air conditioning;
 - Electricity;
 - Cleaning;
 - Waste disposal;
 - Water and sewage;
- ICT costs: You may find official price list on Zagreb airport Web Page on link www.zagreb-airport.hr/poslovni/b2b-223/zrakoplovstvo/cjenik-aerodromskih-usluga/240

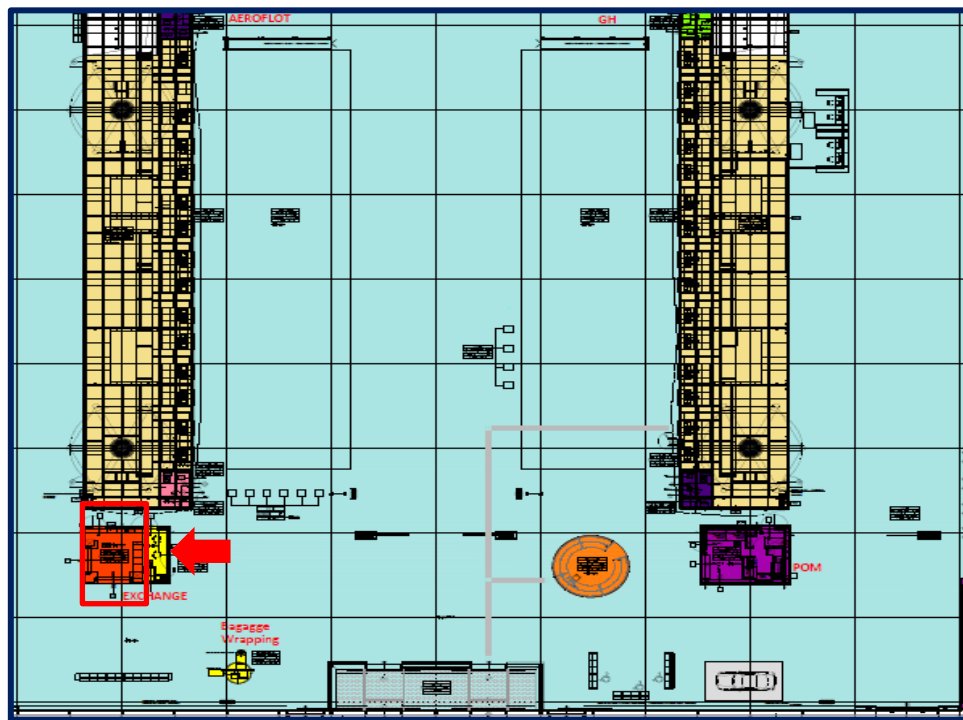
APPENDIX C
Drawings of Locations

- a) **Location 1** - Wrapping Luggage Location (outlined in red)



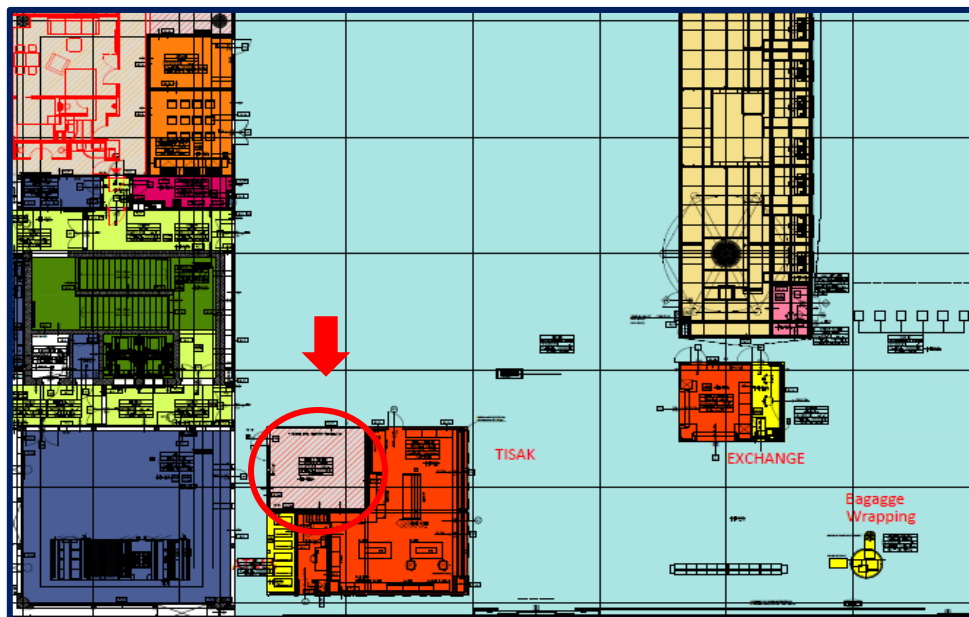
Location 1

- b) **Location 2** - Location of the Premise for the Travel Accessories Sale Services (outlined in red)



Location 2

- c) **Location 3** - Location of the Premise dedicated for storage (outlined in red)



Location 3

APPENDIX D

Services Agreement

Provided as a special attachment within RFP documentation.

APPENDIX E

Tenants' Manual

Provided as a special attachment within RFP documentation.

APPENDIX F

Price Lists (Premises, Car park)

Provided as a special attachment within RFP documentation.

SCHEDULE 1
PROPOSAL INFORMATION
ACKNOWLEDGMENT & DECLARATIONS

ACKNOWLEDGMENT TO MZLZ

RE: Request for Proposal for Wrapping Luggage Services, Travel Accessories Sale Services and Additional Services at ZAG

Phrases, which are defined terms in the RFP, have the same meanings herein unless otherwise stipulated herein.

Please note the company's name that is planned to operate at ZAGREB AIRPORT and execute the Wrapping Luggage Services and Travel Accessories Sale Services Agreement, its current address, the contact person and title, and contact information as noted in the tables below. If the company is newly formed, please include the name of the affiliated company and its contact information as well. If the company is not yet incorporated, please indicate the data of the company sending the Proposal which company intends to incorporate new Croatian entity.

Company Name	Address
Operational Name of company (if different)	
Affiliated Company Name	Address

Contact Name for this RFP	
Position	
Contact's email	
Contact's Telephone Number:	

Pursuant to and in compliance with the RFP and any addenda (if any, listed below), and having conducted our own due diligence and being familiar with the requirements for performance under this RF

The following Schedules are attached to and form part of this RFP:

Schedule 1	Acknowledgment & Declarations
Schedule 2	Commercial offer
Schedule 3	Financial offer and capability
Schedule 4	Operation and Activities Plan
Schedule 5	Management Plan
Schedule 6	Proposed Design & Layout
Schedule 7	Support space requirements

The Interested Party acknowledges and declares:

- That the Interested Party has complied with all requirements set out in the RFP;
- That, in submitting this response to the RFP, the Interested Party is not relying on any information or documents provided on behalf of the MZLZ other than the documents as defined in the RFP;
- That the information and statements of the RFP are not warranted or guaranteed by MZLZ. The Interested Party further acknowledges and declares that it shall not make any claim or assert any hardship if actual experience is at variance with the said information and statements;
- That this response to the RFP is genuine and not collusive or made in the interest of or on behalf of any person not named herein;
- That the Interested Party has not, directly or indirectly, induced, or solicited any other Interested Party to submit sham information or any other person to refrain from submitting information, and that the Interested Party has not in any manner sought by collusion to secure for the Interested Party or for any other person any advantage over any other Interested Party;
- That the Interested Party, if awarded, intends to execute the Services Agreement for this opportunity within ten (10) business day period of receipt of such final Services Agreement or forfeits its right to this opportunity.

COMPANY NAME & OWNERSHIP

The intent of this Schedule is to update the information provided by Interested Parties in the RFP submission in case information was modified in the meantime.

- 1) State the full legal name of the company that is planned to operate at ZAGREB AIRPORT in addition to any affiliated company that will support the operational company. If the company is not yet incorporated, please indicate the data of the company sending the Proposal which company intends to incorporate new Croatian entity.

COMPANY The Company Seal of
_____ <i>(Name of Company) was hereunto affixed In the presence of:</i>
_____ Signature
_____ Name and Office
_____ Signature
_____ Name and Office

2) COMPANY STATEMENT:

- a.) COMPANY must provide a copy of their certificate of incorporation as part of their Pre-qualification information.

Year of Incorporation	Where Incorporated	Croatian Registered Office Address

b.) Please provide a breakdown of the ownership of the Company as follows:

Name	Address	Share of company

c.) How is the Corporation held?

☐ Privately

☐ Publicly

3) SOLE PROPRIETOR OR PARTNERSHIP STATEMENT:

a.) Indicate type of partnership or sole proprietorship below:

☐ General Partnership ☐ P.S.C. Partnership ☐ Sole Proprietor

Date of Organization	Place of Organization

b.) Provide the names of all partners (if partnership) or proprietor below:

Name	Address	Share of company

IN WITNESS WHEREOF, this response to the RFP for Services at Zagreb airport has been
executed on _____, by

Name of Witness	Signature
Date	Company seal

4) JOINT VENTURE STATEMENT: (Only if Joint Venture, answer the following)

a.) Indicate the type of Joint Venture:

- ☐ An un-incorporated association that is not a partnership.
- ☐ A partnership.

b.) Indicate the date and place of the organization's initial start-up:

Date of Organization	Place of Organization

c.) Indicate the number of personnel in the Company:

d.) Attach Company Organization Chart.

e.) This Company is a subsidiary of:

f.) Companies subsidiary to this Company are:

IN WITNESS WHEREOF, this response to the RFP for Services at Zagreb airport has been
executed this on _____, by

Name of Witness	Signature
Date	Company seal

SCHEDULE 2
PROPOSAL INFORMATION
COMMERCIAL OFFER

A) SERVICE AND EXPERIENCE DESCRIPTION

Interested Party must have the necessary experience to operate and maintain Wrapping Luggage Service as well the necessary experience to operate the Locations dedicated for Travel Accessories Sale Services and the ability to procure travel assortment of reputable world producers.

1. Describe your ability to offer the services needed for Zagreb Airport.
2. Outline your company's three years' experience out of the past five years in providing Wrapping Luggage Services and Travel Accessories Sale Services.

Please include the following information regarding each of your operations (if over three locations, choose the top two locations to describe):

- a) Facility or Airport name, location, address, square meters of premises and type of services you offer
 - b) The actual gross sales generated by the facility/facilities each year
3. Describe in more detail the Service that include Wrapping Luggage Service.
4. Specify the assortment of travel accessories and brands of products. Specify expectations regarding the proportion of assortment in total sales in percentage.
5. Describe how your experience relates to the information you know about Zagreb Airport and its airport public as it relates to your services.
6. Please outline any innovations, awards, or recognition received for providing these types of services.
7. Please describe any hiring policy, philosophy or personnel rules and regulations that may affect the staffing for the proposed operation.

B) DEVELOPMENT & MARKETING PLAN

Interested Party is required to indicate their Development & Marketing plans for each type of Services and each Location at Zagreb Airport and respond to the following:

1. Describe your goals as they relate to ZAGREB AIRPORT goals and your own company goals;
2. Outline the target market for each of your services at ZAGREB AIRPORT and explain how airport patrons will benefit from the Services, provide any summary market study related to ZAGREB AIRPORT;
3. Describe your intended market position for each of the Services at ZAGREB AIRPORT;
4. Outline your plans for continuing research to update your market information and benchmarking efforts in the due course of the contract;
5. Describe potential additional Services to be provided and how airport patrons will benefit from your offers and services;
6. Define your space organization for each Location and rationale for same;
7. State your pricing philosophy and provide three examples of similar locations for these types of services in Croatia or at other airports outside Croatia for pricing comparison that will remain the benchmarks over the term of the Services Agreement;
8. Explain in detail your customer's information policy, i.e. what communication means and tools you will use. Detail the communicate plan year to increase awareness of final users and develop the business by year. State exactly your communication investment on the launching period (estimated to a minimum of 6 months by MZLZ);
9. Provide information on your communication and information plans means will you use;
10. Outline your plans for continuing research to update your market information and benchmarking your efforts.

C) CUSTOMER SERVICE QUALITY PLAN

Interested Party is required to submit information on its proposed Customer Service & Quality plans for each type of Services and each Location at ZAGREB AIRPORT and respond to the following:

1. State your customer service program for those activities. If different from the overall customer service program of the company, please outline differences;
2. Explain how you plan to respond to customer/passenger requests and complaints on a timely basis;
3. Describe your plans to monitor and enforce compliance with the terms and conditions of the Services Agreement, along with the corrective measures as required to maintain or exceed standards;
4. Outline the quality control program that will be implemented and how you will ensure that quality controls are maintained, and deficiencies addressed and corrected.
5. Based on the basic list of KPIs mentioned in Service Agreement, describe the proposed elaborated list of KPIs and commitments on same. Final determination of KPIs will be issued at the term of the process with the Successful Interested Party.

SCHEDULE 3
PROPOSAL INFORMATION
FINANCIAL OFFER AND CAPABILITY

A) BUSINESS PLAN

Interested Party must have the necessary financial resources, the capability to invest, maintain, and operate the Services/Additional services offered in Proposal. Please respond to the following and attach additional pages as needed:

All assumptions and key assumptions supporting the financial projections should be stated. The financial projections should be based upon management's best estimates with respect to the likely future operating results. The forecasted figures must be reasonable and realistic.

1. Detail how you plan to achieve the expected revenues including any potential services to develop revenue, including all assumptions supporting the revenue forecast (i.e. using any relevant ratio of the activity such as expected number of customers, average turnover per customer, etc.).
2. Outline the expected revenue in business plans per year for each Services and Additional Service (if any).

i. Business plan Wrapping Luggage and Additional Services

GROSS REVENUES	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Year 4 (12 months)	Year 5 (12 months)
Departing Total Passengers	1.203.560,00	1.785.508,90	1.871.041,38	1.958.186,75	2.043.130,42
Gross Revenue Wrapping Luggage					
Additional services revenue (e.g. luggage storage, luggage shipping, ...)					
TOTAL Gross revenue					
SPP Wrapping Luggage (sales per pax)					
SPP Additional services (sales per pax)					
SPP in total (sales per pax)					
Number of tickets Wrapping Luggage					
Average basket Wrapping Luggage					
Stop Ratio Wrapping Luggage					

ii. Business plan Travel Accessories Sale Services

GROSS REVENUES	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Year 4 (12 months)	Year 5 (12 months)
Departing Total Passengers	1.203.560,00	1.785.508,90	1.871.041,38	1.958.186,75	2.043.130,42
Gross Revenue					
TOTAL Gross revenue					
SPP (sales per pax)					
Number of tickets					
Average basket					
Stop Ratio					

B) PERCENTAGE FEE OFFER

Interested Party is invited to offer FEE for each Services for the period duration of Service Agreement.

i. Wrapping Luggage Service FEE offer

	Minimum Fee	Interested Party invited to bid up on that minimum (in figures and in letters)
Total of sales	30%	

ii. Travel Accessories Sale Services FEE offer

	Minimum Fee	Interested Party invited to bid up on that minimum (in figures and in letters)
Total of sales	8%	

iii. Additional Services Fee offer

	Minimum Fee	Interested Party invited to bid up on that minimum (in figures and in letters)
Total of sales	30%	

C) MAG OFFER

Interested Party is invited to calculate the potential MAG based on the following calculation:

$$\text{MAG} = \text{Annual Fee} \times 80\%$$

$$\text{Annual Fee} = \text{Annual Gross revenue}^* \times \text{Offered Fee}$$

** Annual Gross revenue is data contained in the Business plan which is fulfilled in the Schedule 3 and makes an integral part of Proposal*

per year for each Services

i. Wrapping Luggage Service and Additional services (if any) MAG offer

	Minimum Annual Guarantee	
	Calculated MAG € (in figures)	Calculated MAG (in letters)
Year 1 - 2021		
Year 2 - 2022		
Year 3 - 2023		
Year 4 - 2024		
Year 5 - 2025		

ii. Travel Accessories Sale Service MAG offer

	Minimum Annual Guarantee	
	Calculated MAG € (in figures)	Calculated MAG (in letters)
Year 1 - 2021		
Year 2 - 2022		
Year 3 - 2023		
Year 4 - 2024		
Year 5 - 2025		

D) CAPITAL INVESTMENT

The Successful Interested Party is obliged to notify the MZLZ the amount and types of the investment.

i. Location 1

1. Type of investment
2. Amount of investment

Location 1	Investment (in figures and in letters)
Total amount €	

ii. Location 2

1. Type of investment
2. Amount of investment

Location 2	Investment (in figures and in letters)
Total amount €	

iii. Location 3

3. Type of investment
4. Amount of investment

Location 3	Investment (in figures and in letters)
Total amount €	

E) EXPENSES PLAN

Please provide a detailed outline of your proposed expenses plan including labour costs, merchandising, and all costs of operation as noted on the table below. Interested Party are required to relate proposed operating costs to your expected gross revenue and airport revenue by year until the term per year for each Services.

i. Wrapping Luggage and Additional Services expenses plan

COSTS	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Year 4 (12 months)	Year 5 (12 months)
Total Gross Revenue					
Wages & salaries					
Franchise Costs					
Bank Interest					
Operational Costs					
Utilities					
Percentage Annual Fee					
Other expenses					
Insurance					
Advertising					
Amortization					
Other expenses					
TOTAL					

ii. Travel Accessories Sale Service expenses plan

COSTS	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Year 4 (12 months)	Year 5 (12 months)
Total Gross Revenue					
Wages & salaries					
Franchise Costs					
Bank Interest					
Operational Costs					
Utilities					
Percentage Annual Fee					
Other expenses					
Insurance					
Advertising					
Amortization					
Other expenses					
TOTAL					

F) *FINANCIAL DOCUMENTS*

1. Describe the source of funding for this opportunity at Zagreb Airport.
2. Attach audited or certified financial statements for the last two (2) years (2018 and 2019):
 - a. Balance Sheet
 - b. Income Statement
 - c. P&L analysis for company and for Zagreb Airport station in case you already operated at Zagreb Airport
 - d. Statement of Retained Earnings
 - e. Statement of Changes in Financial Position.
 - f. Annual Revenue from 2018 through 2019 for company and for Zagreb Airport station in case you already operated at Zagreb Airport.

G) *BANK GUARANTEE*

As a guarantee for the performance of the services Interested Party is ready to give to MZLZ the Bank Guarantee in the amount that represents the 50 % of the annual MAG, and such amount of the Bank Guarantee must be maintained during the whole duration of the Services Agreement, and such first Bank Guarantee shall be given on the date of the signature of the Services Agreement.

SCHEDULE 4
PROPOSAL INFORMATION
OPERATION & ACTIVITIES PLAN

Interested Party is required to submit its proposed Operation and Maintenance plans for each type of services and each location at ZAGREB AIRPORT and respond to the following:

1. Outline your proposed operating plan. Briefly describe your current operations and how you envision it may or may not change at ZAGREB AIRPORT locations;
2. Describe your system for overseeing daily operations;
3. Explain the equipment that will be used to provide transaction Services for each activity and list the three major credit cards that will be allowed for use (for walk-in customers);
4. Describe your plan to measure your operations and describe your tactical research to be used to benchmark your operation's activity by Location and type of Service;
5. Clearly outline the company's commitment to the highest levels of hygiene, compliance with all health and safety regulations and industry guidelines and other related quality control initiatives;
6. Outline your understanding of the relationships as required between MZLZ, governmental agencies, and others and your plan for managing these relationships and the personnel responsible for doing so;
7. Describe your plan to coordinate and maintain the Locations;
8. State your operational budget to operate the Service.

SCHEDULE 5
PROPOSAL INFORMATION
MANAGEMENT PLAN

Interested Party is required to submit information on its proposed Management Plan for each type of services and each location at ZAGREB AIRPORT and respond to the following:

1. Provide an organizational chart including planned staffing for airport personnel to support this business cooperation through Services Agreement;
2. Outline your management plan for managing this business cooperation through Services Agreement including the staffing, uniform;
3. Indicate how you plan to staff for the 24/7 operating hours and indicate how the shifts are organized and/or flexible (day, night, traffic);
4. State the functions of all business partners involved in this business cooperation at ZAG and the relationship between all partners;
5. Provide a summary of your customer training program, including but not limited to your training program for staff interacting with the public;

SCHEDULE 6
PROPOSAL INFORMATION
PROPOSED DESIGN & LAYOUT

Interested Party shall indicate their proposed design and layout for each Location in both narratives and by pictures and/or drawings.

1. Submit concept drawings/plans, pictures and/or drawings for their branch as part of their proposal, considering requirements mentioned at **Appendix C**;
2. Explain how you plan to maintain the quality of the Locations in concern with the appropriate subsequent ZAG design and construction guidelines and/or policies and procedures;
3. Describe the materials to be used for each Locations and how they relate to the ZAG new terminal design;
4. Provide the details for your construction timetable knowing that the final design will have to be submitted to MZLZ

This schedule may be modified as required by MZLZ to ensure coordinated phased build outs.

SCHEDULE 7
PROPOSAL INFORMATION
SUPPORT SPACE REQUIREMENTS

Please indicate your needs for support space below if any is required.

Should the Interested Party wish to lease additional storage space, MZLZ will endeavour to accommodate the Successful Interested Party's needs. Charges for this additional space will be based on price list valid at ZAG for applicable class of space. **Price list given in Appendix F.**

The Interested Party wishes to lease approximately ____ square meters of office space
The Interested Party wishes to lease approximately ____ square meters of storage / warehouse space
The Interested Party wishes to lease approximately ____ square meters of additional space.

Please indicate 0 (zero) if no support space is required.