

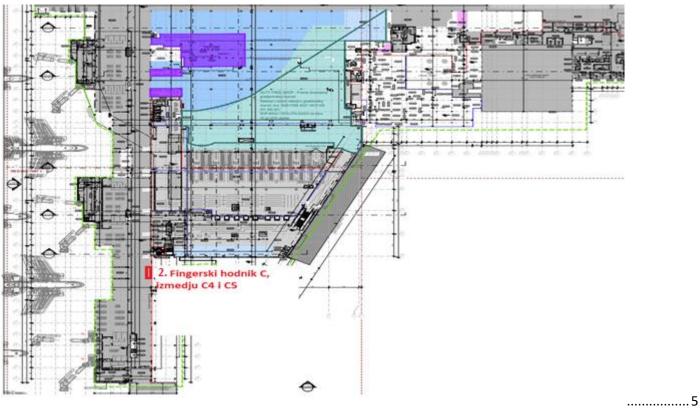
BELGRADE AIRPORT d.o.o. Beograd

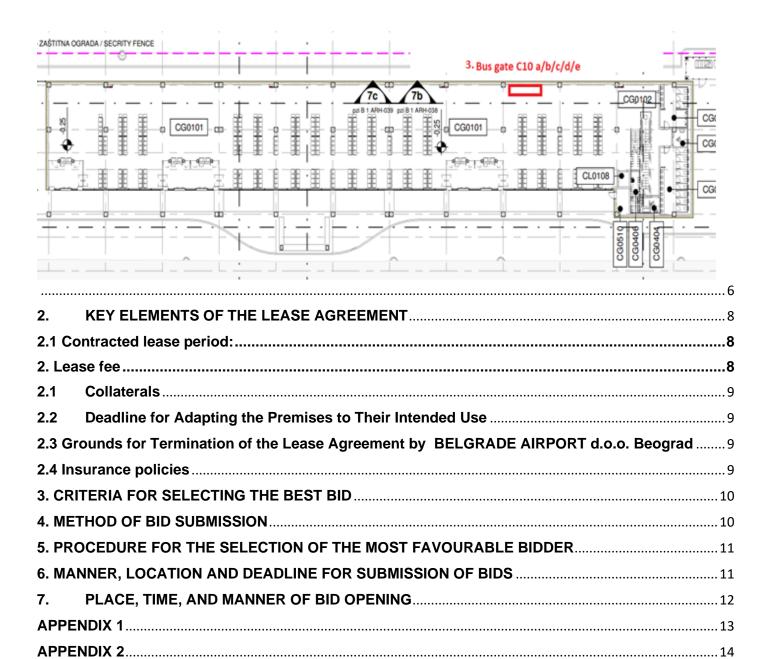
ANNOUNCES THE CALL TO TENDER IN A PROCEDURE FOR LEASING PREMISES FOR THE INSTALLATION OF SELF-SERVICE VENDING MACHINES LOCATED AT NIKOLA TESLA AIRPORT

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1. Introduction

Belgrade Airport Nikola Tesla represents the main air hub of Serbia and the entire region, welcoming over 8.4 million passengers in 2024. Within the scheduled passenger air traffic, 26 airlines currently operate from the airport to 116 destinations in 38 countries on 4 continents.

The company VINCI Airports from France has been selected as the best bidder in the procedure of granting the concession for financing, development through construction and reconstruction, maintenance and management of the JSC Airport Nikola Tesla Belgrade infrastructure and the performance of the activity of airport operator at Airport Nikola Tesla in Belgrade. The selected Best Bidder, for the implementation of the Concession has incorporated the special purpose vehicle VINCI Airports Serbia d.o.o. Beograd—Surčin (now BELGRADE AIRPORT d.o.o. Beograd), whom the Airport Operator Certificate was transferred to and, on 22/12/2018, it overtook the capacity of the Airport Operator and the operative management of the Airport for the period of 25 years. In addition to performing the role of airport operator, the role of the concessionaire includes the financing, development through construction and reconstruction, as well as the maintenance and management of airport infrastructure.

Over the next 20 years, VINCI Airports SAS will apply its extensive international experience and the expertise of a global operator—successful at more than 70 airports across four continents—at Belgrade Nikola Tesla Airport. The goal is to accelerate the development of Nikola Tesla Airport Belgrade in order to strengthen its position as a regional hub in the Balkans.

1.1 Development plan

The objective of BELGRADE AIRPORT d.o.o. Beograd is to enhance operations and create conditions that will enable airlines to launch new routes. In this way, traffic volume will be increased and Belgrade's connectivity with other airports will be improved, in line with Serbia's significant economic potential.

The planned infrastructure upgrades include the following:

- An integrated terminal operations concept with increased capacity (expansion and reorganization, extension
 of the passenger boarding bridges, including a rooftop corridor for arriving passengers), improved spatial
 layout within the terminal, and centralized security screening for departing passengers.
- Works on:
 - construction of additional aircraft parking stands;
 - new runway;
 - new taxiways;
 - rehabilitation of the existing runway;
 - increasing the capacity of car parking:
 - Construction of new utility facilities and plants, such as new waste water treatment plants and the use of solar panels.

1.2 Number of passengers

Number of passengers in the period 2019 to 2030 expressed in millions (period 2019 - 2024 represents current statistics, in the period from 2025-2030, the expected number of passengers).

Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number	6,2	1,9	3,3	5,6	7,9	8,4	8,9	9,2	10,0	10,3	10,6	11,0

The ratio between arriving and departing passengers is 50:50.

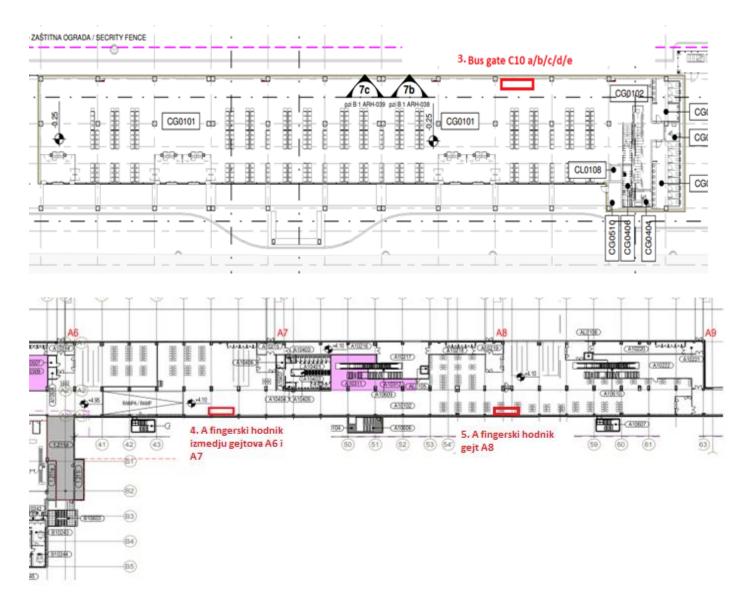
Note:

The number of transfer passengers accounts for 20% of the total number of passengers.

1. DESCRIPTION AND LOCATION OF LEASED PREMISES







Each of the above locations shall include the installation of at least two self-service vending machines—one for coffee and hot beverages, and the other for carbonated and non-carbonated drinks, as well as confectionery products.

The sale of the following items is prohibited in self-service vending machines:

- Tobacco and tobacco-related products;
- Alcoholic beverages, liqueurs, and wines;
- Packaged food and confectionery products exceeding 100 grams in weight.

Should a need arise following the execution of the lease agreement to install one or more additional vending machines at a location not previously specified, the lessee shall be expected to have a vending unit available for prompt deployment. In such cases, an annex to the existing lease agreement shall be executed to formalize the installation at the new location. The Lessee may also propose additional locations for consideration, which Belgrade Airport shall evaluate based on available capacities and operational requirements.

In addition to the specified locations, prospective bidders are required to install self-service vending machines within designated staff areas for Belgrade Airport employees. The number of machines allocated for employee use shall be determined in accordance with actual demand. As of the date of this notice, a total of 14 self-service vending machines have been installed throughout the airport complex (including multiple units at certain locations), specifically at the following sites:

- SORTING AREA
- 2. CARGO-CUSTOMS WAREHOUSE
- 3. MODULAR FACILITY
- 4. RED BUILDING AIR SERBIA
- 5. POST OFFICE BUILDING
- 6. IT DEPARTMENT
- 7. FIRE-FIGHTING DEPARTMENT
- 8. ACCESS POINT A1, FIRST FLOOR, PUBLIC AREA
- 9. ACCESS POINT C, TOWER BUILDING

The premises referred to above, which are the subject of this procedure (hereinafter collectively referred to as the "Premises"), shall be leased exclusively for the installation of self-service vending machines at Nikola Tesla Airport in Belgrade and may not be used for any other purpose. The vending machines offered must include coffee and coffee-based products, hot, cold, and carbonated beverages, as well as confectionery items.

All vending machines must support payment by bank card, as well as payment via mobile application.

The self-service vending machines must be uniform in appearance, i.e., covered with a standardized casing, based on a conceptual design that has received prior approval from Belgrade Airport d.o.o. Beograd, as the Lessor. The Lessee shall not display any logos on the casing of the vending machines, except for its own brand logo.

The Premises are leased in "as-is" condition, and the Bidder shall be obligated to equip and adapt them for their intended use, namely, to install self-service vending machines at its own expense.

There shall be no right to a lease fee reduction based on the investments made for equipping the Premises or installing the relevant vending machines.

The Lessee shall not install any self-service vending machines without having obtained the prior approval of the Lessor, which shall not be unreasonably withheld.

During the installation of the self-service vending machines, and for the purpose of adapting the Premises for their intended use, the Lessee is obliged to adhere to the rules governing the manner and timing of installation activities, as well as the conduct of the personnel involved in such activities.

The Lessee shall adapt the Premises to their intended use, that is, to install all self-service vending machines at the specified locations and commence operations within ten (10) days from the date of the formal handover of the Premises, following the execution of the lease agreement.

In the event that the Lessee fails to adapt the Premises for its intended use within the specified deadline, or to commence the provision of services for any reason for which the Lessor is not liable or at fault, the Lessee shall be obligated to commence payment of leas fee starting from the date designated as the deadline for the adaptation of the Premises. In such case, the lease fee will be calculated as a fixed monthly amount, inclusive of common costs.

The Lessee shall fully indemnify and hold the Lessor harmless from any claims arising from damage or destruction of items brought into the Premises by the Lessee, damages to the Lessor's property, or damages caused to third parties (including passengers and individuals employed at Nikola Tesla Airport Belgrade).

The Premises subject to this lease may not be subleased.

The Lessee is hereby obligated to fully adhere to the occupational health and safety regulations, environmental protection measures, and fire safety standards throughout the term of this agreement, particularly concerning the activities of external contractors. Such compliance must be in accordance with the procedures established by BELGRADE AIRPORT, as well as the Agreement on the Implementation of Occupational Health and Safety, Environmental Protection, and Fire Safety Measures, which shall be executed simultaneously with this agreement and shall constitute an integral part hereof.

The Lessee shall be responsible for obtaining, at their own expense, all requisite permits for movement and stay within the border crossing zone, as issued by the Ministry of Interior of the Republic of Serbia (MUP RS), as well as the airport access pass issued by Belgrade Airport.

2. KEY ELEMENTS OF THE LEASE AGREEMENT

2.1 Contracted lease period :

The Premises are leased for a fixed **period of three (3) years**, commencing from the date the Premises are brought into their intended use.

2.Lease fee

The monthly lease fee shall be calculated to the amount indicated in the following items 1 or 2, whichever is higher:

- 1) Fixed monthly lease fee determined based on the most favourable bid, or;
- 2) Monthly revenue share (MRS), variable lease fee, calculated as the percentage (%) of total monthly net revenue, determined from the most favourable bid, generated within the Premises.

The initial fixed monthly lease fee for the Premises is **EUR 580.00 per vending machine**, excluding VAT, while the amount of the Monthly revenue share will be set forth by the interested bidders.

The financial offer/bid must clearly and unequivocally specify the amounts of fees for the calculation of the monthly lease, Fixed Monthly Lease Fee, and Monthly Revenue Share (variable lease fee), for each year individually. The offered amounts for the fixed monthly lease fee cannot be lower than the initial amount specified in the table below.

	Initial	1. lease	2. lease	3. lease	4. lease	5. lease
		year	year	year	year	year
Fixed Monthly Lease Fee	580,00 EUR					
Monthly Revenue Share	/					
Total number of self-service vending machines						

The fixed monthly lease fee for each self-service vending machine installed within the staff-designated premises of Belgrade Airport shall be set at EUR 22.90 (twenty-two euros and ninety cents), exclusive of Value Added Tax (VAT).

The Bidder shall be required to include, within the bid for the installation of vending machines in staff-designated premises, the unit price for each product, which must be lower than the price of the same product offered in vending machines located in commercial areas, i.e., areas where vending machines are used by passengers and other airport users who are the employees of Belgrade Airport

The monthly amount of the fixed lease fee, as well as the prices of the products offered in the selfservice vending machines (coffee, hot and cold beverages, and confectionery products) installed in the premises designated for Belgrade Airport employees, shall not be subject to evaluation criteria.

The Lessee shall obtain the Lessor's prior written consent for any changes to product pricing, supported by a written justification. Such consent shall not be unreasonably withheld or delayed.

The Lessee shall submit, no later than the second business day of the current month, one copy of an accurate report on Gross Turnover, revenue, and the number of transactions for the preceding month. Variable lease fee shall not be calculated in the event the agreed monthly revenue share from the total monthly income is less than the amount of the fixed monthly lease fee.

The lease fee is charged on monthly basis, in RSD, at the middle exchange rate of the NBS on the day of the tax liability.

NOTE: The fixed lease fee shall be subject to annual adjustment at the end of each calendar year, until the expiry of the agreement, in accordance with the Harmonised Index of Consumer Prices (HICP) of the European Union. The first such adjustment shall take effect on 31 December 2026.

Depending on the needs, the Lessee may be enabled to use the services of communication systems and the Internet, which will be stated in a special price list and shall be defined by a contract for these services.

The Lessee shall pay the lease fee determined as the above, as well as the amount of legal tax, to the Lessor by the 10th of the month for the previous month, according to the invoice issued to the current account of the Lessor.

2.1 Collaterals

Deposit in the amount of three fixed Monthly Lease Fees, including VAT, or a bank bond for the same amount.

2.2 Deadline for Adapting the Premises to Their Intended Use

The maximum period for adapting the Premises to their intended use shall be ten (10) days from the date of handover.

In the event that the Lessee fails to adapt the Premises to its intended use within the specified deadline, or to commence the provision of services for any reason for which the Lessor is not liable or at fault, the Lessee shall be obligated to commence payment of leas fee starting from the date designated as the deadline for the adaptation of the Premises. In such a case, the lease fee will be calculated as a fixed monthly amount, inclusive of common costs.

2.3 Grounds for Termination of the Lease Agreement by BELGRADE AIRPORT d.o.o. Beograd

- 1. If the Lessee, even after having been formally warned by the Lessor, continues to use the Premises in a manner contrary to the provisions of the agreement, subleases the Premises, or undertakes modifications to the Premises without the prior consent of the Lessor.
- 2. If the Lessee fails to pay the due rent and other obligations within fifteen (15) days following a written payment request issued by the Lessor.
- 3. Initiation of bankruptcy proceedings against the Lessee or the Lessor,
- 4. If the Lessee fails to maintain the deposit / bank guarantee at a level equivalent to three (3) gross monthly rental amounts for the leased Premises.

2.4 Insurance policies

The prospective Lessee shall be obligated, prior to the date of handover of the Premises and/or prior to undertaking any activities aimed at adapting the Premises to their intended use, to obtain insurance policies, as follows:

Leased space insurance, liability insurance for damage incurred to third parties.

When insuring liability for damage incurred to third parties and property, the insurance policy will be issued on behalf of BELGRADE AIRPORT doo Belgrade as an additional insured. The scope of coverage and the amount of the insurance limit will be specified in the lease agreement.

3. CRITERIA FOR SELECTING THE BEST BID

The Committee shall render a decision on the selection of the most favourable Bidder based on financial criteria, consisting of the following elements:

- A1) Highest offered average Fixed monthly lease fee – a total of 50 points.

The highest offered average Fixed monthly lease fee grants 50 points, while the number of points for each subsequent Bidder with the lower offered average Fixed monthly lease fee is calculated according to the formula a / b x 50 ("a" indicates the offered amount of average Fixed monthly lease fee, and "b" the highest offered average Fixed monthly lease fee);

- A1) Highest offered average Fixed monthly lease fee – a total of 50 points.

The highest offered average monthly revenue share grants 50 points, while the number of points for each subsequent Bidder with the lower offered average monthly revenue share is calculated according to the formula $a / b \times 50$ ("a" indicates the offered amount of average monthly revenue share, and "b" the highest offered average monthly revenue share);

Minimum technical requirements that each bidder must meet, and for which they are required to provide supporting evidence:

- Ability to accept credit card payment;
- · Ability to accept payment via mobile application;
- Internationally recognized and accredited certificate for ISO 9001:2015 and HACCP standards for the current year.

4. METHOD OF BID SUBMISSION

The bid must contain the following documents:

- 1. Information on the bidder: Company, address, TIN, registration number, e- mail address available for further communication.
- 2. A copy of the excerpt from the Business Registers Agency of the Republic of Serbia;
- 3. An offer clearly indicating the amount of fixed monthly lease fee and the monthly revenue share (variable rent), signed by the authorized representative of the Bidder.
- 4. Proof of compliance with the minimum technical requirements specified in the preceding paragraph of the call.
- 5. Proof that Bidder has paid a deposit in the amount of RSD 500,000.00.
 - The deposit is paid to the current account of BELGRADE AIRPORT d.o.o. Beograd no.170-0030036782000-94, Unicredit bank, with the indication "deposit for the advert on lease of space". In order to participate in the bidding process, the deposit must be paid.
 - The deposit paid by the most favourable bidder will be kept, thus securing the payment of the lease fee and settling all other obligations of the Lessee under the Agreement. The Lessee shall pay the deposit up to the amount of three average fixed monthly lease fees including VAT, within 10 (ten) days from the day of concluding the Lease agreement, i.e. to submit a bank guarantee in the same amount, as well as to, during the term of the Lease agreement in subject, maintain a deposit in the amount of three average fixed monthly lease fees including VAT, and in the event the bank guarantee is activated to submit a new bank guarantee under the same conditions.
 - The Selected Bidder who withdraws from the submitted bid or refuses to conclude the Lease Agreement within 14 days from the day of its delivery, loses the right to a refund of the deposit.
- 6. Proof that the Bidder owns a minimum of 500 (five hundred) self-service (vending) machines, in the form of a written and certified statement issued by the Bidder's authorized representative.
- 7. A reference list of locations where the Bidder's self-service machines have been installed.
- 8. Evidence of the Bidder's profitable operation over the last three years.
- 9. Evidence that the Bidder has not experienced any account restrictions or freezes in the past three years.

- 10. A statement in which the Bidder agrees to all the terms and conditions outlined herein, signed by the Bidder's authorized representative.
- 11. The statement enclosed as APPENDIX 2 to this call, whereby the Bidder acknowledges and agrees to the rent calculation method and payment terms, as well as the reporting requirements.
- 12. A certificate confirming that the Bidder has duly paid all taxes and contributions, issued by the Tax Administration and dated within the last 3 months.

The documents must be submitted in the original form or as certified copy, unless indicated that a copy is deemed acceptable.

5. PROCEDURE FOR THE SELECTION OF THE MOST FAVOURABLE BIDDER

The procedure and method of selecting the most favourable bidder are carried out in stages, namely:

PHASE 1 - INVITATION TO SUBMIT BIDS 12.09.2025.

- Issuance of the official invitation to participate in the competitive procedure for the lease of premises designated for the installation of self-service machines.

PHASE 2 – SUBMISSION AND EVALUATION OF INITIAL BIDS 14.10.2025.

- Site Visit A site visit may be arranged on any working day between 07:00 and 15:00, subject to prior notice sent at least 48 hours in advance via email to the following address: extra.aero@beg.aero. For the purpose of the site visit, interested Bidders are required to obtain temporary permits for movement and stay within the border crossing zone, issued by the Ministry of Interior of the Republic of Serbia, for access through official points A1 and B.
- Communication with interested bidders, questions and answers extra.aero@beg.aero;
 extra.aero@beg.aero;
- Interested Bidders may submit their initial bids no later than 12:00 hours (noon) on 14.10.2025.
- The opening of submitted bids and the preparation of the Minutes of Bid Opening will be conducted at 13:00 hours on 14.10.2025.
- Evaluation of submitted initial bids:
- A minimum of two (2) highest-ranked initial bids from Phase 2 will be invited to participate in Phase 3 Negotiation, for the purpose of submitting Final Bids, from which one (1) Bidder will be selected.

PHASE 3 - NEGOTIATION AND SUBMISSION OF FINAL BIDS (14.10.2025 - 29.10.2025)

- The subject of negotiation shall be the financial component of the bid (fixed monthly lease fee and variable monthly lease fee).
- Final Bids must be submitted by a minimum of two (2) highest-ranked Bidders no later than 12:00 hours (noon) on 29.10.2025 to the following email address: extra.aero@beg.aero.

PHASE 4 - EVALUATION OF FINAL BIDS AND ANNOUNCEMENT OF PROCEDURE RESULTS (29.10.2025 - 14.11.2025)

- Evaluation of the Final Bids;
- Notification of Bidders regarding the outcome of the procedure.

Belgrade Airport reserves the right to modify the deadlines specified for the various phases of the procedure, and shall duly notify the interested Bidders of any such changes in a timely manner.

6. MANNER, LOCATION AND DEADLINE FOR SUBMISSION OF BIDS

The bid must be submitted in writing, in a sealed envelope directly or by mail (registered mail) to the following address:

BELGRADE AIRPORT d.o.o. Beograd Аеродром Београд 47 11180 Београд Сурчин RECORDS OFFICE – Red Building Air SERBIA, 4th Floor COMMITTEE FOR LEASE OF SPACE

The following text must be written on the front side of the envelope: "BID FOR THE LEASE OF PREMISES FOR THE INSTALLATION OF SELF-SERVICE VENDING MACHINES"

The reverse side of the envelope must clearly indicate the name and address of the Bidder. The bid must be submitted in a sealed envelope by 12 - noon on October 14, 2025.

The bidders are obliged to submit the name of the bidder and the data of the person submitting the bids who will attend the opening of the bids, no later than the day prior to the bid opening date stated in the Call. The data must be submitted to the following e-mail address: extra.aero@beg.aero.

The stated data must be submitted in order for BELGRADE AIRPORT to inform the Security Service on time, and thus enable the entrance into the security restricted zone of the airport, the Red building of Air Serbia.

Bids received by the Record Management Office of BELGRADE Airport d.o.o. Belgrade after the specified deadline, regardless of the method of submission, shall be deemed late and will be returned to the Bidder unopened, accompanied by a notification indicating late submission.

7. PLACE, TIME, AND MANNER OF BID OPENING

The public opening of bids will take place on 14/10/2025 in the Lounge "Salon Beograd" at Belgrade Nikola Tesla Airport, starting at 1PM.

Only authorised representatives of bidders have the right to participate in the public opening of bids, by submitting a signed and certified power of attorney in the original form. Faxes or photocopies will not be accepted.

All questions regarding this call can be sent to the email address: extra.aero@beg.aero.

BELGRADE AIRPORT reserves the discretionary right to reject any Bidder's offer without providing any explanation.

APPENDIX 1

CONTENT OF THE STATEMENT OF ACCEPTANCE OF THE CONDITIONS SET FORTH IN THE CALL TO PARTICIPATE IN THE PROCEDURE FOR LEASING PREMISES FOR THE INSTALLATION OF SELF-SERVICE MACHINES AT BELGRADE NIKOLA TESLA AIRPORT

BIDDER'S STATEMENT:							
(Bidder's name)	hereby declare that I accept all the conditions so	et forth hereunder.					
	Authorise	d person					
	(Name a	nd surname)					

APPENDIX 2

CONTENT OF THE STATEMENT OF ACCEPTANCE OF THE METHOD OF CALCULATION AND TERMS OF LEASE FEE PAYMENT, AS WELL AS THE REPORTING REQUIREMENTS SET FORTH IN THE CALL TO PARTICIPATE

IN THE PROCEDURE FOR LEASING PREMISES FOR THE INSTALLATION OF SELF-SERVICE MACHINES AT BELGRADE NIKOLA TESLA AIRPORT

BIDDER'S STATEMENT:

I (Bidder's name) of payment set forth h	·	that I accept all	methods of calculation and ter	ms
			Authorised person	
			(Name and surname)	