

RFP

IT CONSULTANTS

Specific Tender Regulations

Date: 05/06/2025

Submission Deadline: 16/06/2025

This Tender is confidential, and it is a property of Marionnaud

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Introduction

Marionnaud Group is one of the largest luxury beauty retailers in Europe with over 700 offline plus online stores in 9 markets, employing over 4,000 people. It is a subsidiary of CK Hutchison Holdings, listed on the Hong Kong Stock Exchange.

CK Hutchison Holdings/A.S. Watson operates over 15,400 stores across 34 markets in various sectors, including health & beauty, food, electronics, consumer goods, and airport duty-free retail.

The group employs 145,000 people across Europe and Asia and is committed to corporate social responsibility initiatives.

Marionnaud specializes in the distribution of perfumes and cosmetics through its network of stores and beauty institutes. The company aims to offer high-quality beauty products and services tailored to customers' needs.

Ownership of the Marionnaud name

This RFP does not grant bidders any rights over the name "Marionnaud," its trademarks, logos, or any related intellectual property. The use of the Marionnaud name in advertising, endorsements, or any other manner is strictly prohibited.

1 General Information

This section details general information about the tender and selection process.

1.1 Presentation of the issuing company

Marionnaud procurement department, represented by Evgenia Filippova and Capucine Tenebaum, will be the sole contacts for this RFP.

Evgenia Filippova

Internal Controls Manager

Marionnaud LAFAYETTE

115 rue Réaumur

75002 Paris

Email: efilippova@marionnaud.com

Capucine Tenenbaum

Non-Trad Buyer

Marionnaud LAFAYETTE

115 rue Réaumur

75002 Paris

Email: ctenenbaum@marionnaud.com

Questions must be submitted via email by 09/06/2025, and no responses will be provided beyond this deadline.

1.2 Tender process

Your proposal must be submitted exclusively via email to the following address:

Appeldoffre@marionnaud.com (Email inbox limited to 10 MB)

• Strict deadline: 16/06/2025

Email Formatting:

The subject line must be formatted as follows:

RFP xxxxx_ [YOUR COMPANY NAME]_ (number of emails).

All additional supporting documents that help evaluate your proposal must also be included in this email. If your proposal exceeds 10 MB, please send multiple emails and indicate the number of emails in sequence, e.g., (1/3); (2/3); (3/3)...

IMPORTANT NOTICE:

NO PROPOSAL WILL BE CONSIDERED IF:

- It is submitted after the specified deadline.
- It is sent to the buyer's personal email or any other recipient within the Marionnaud Group.
- It is submitted via a data-sharing platform (e.g., WeTransfer, YouSendIt, Dropbox, etc.).
- It is provided in paper format or via USB unless explicitly requested by Marionnaud.

Proposal Validity:

The bidder's offer must remain valid for **90 days** from **16/06/2025**. This proposal must be considered the best possible response to the RFP. All pricing must be provided in **Euros, excluding taxes (EUR HT).**

Following a detailed analysis of submissions, only the most competitive bidders based on selection criteria will proceed to negotiations.

For contracts exceeding the potential annual spend of €500,000, shortlisted suppliers will be required to complete a "Third Party" questionnaire. Completing this form is mandatory for collaboration with Marionnaud.

Marionnaud Reserved Rights:

- To revise the volumes detailed in this RFP, either increasing or decreasing them.
- To cancel this RFP in whole or in part.
- **To select** only specific solutions from the proposals received.
- To engage one or multiple providers at the conclusion of this RFP.
- To initiate a second RFP and establish a new shortlist.

Proposal Costs:

Marionnaud will **not** be responsible for any costs incurred by bidders in preparing their response to this RFP.

All proposed costs must be **fixed** for the **entire duration of the commercial relationship.**

1.3 Indicative planning

Action	Period
Launch of RFI	05/05/2025
Launch of RFP	06/06/2025
Acknowledgment of receipt of the call for tenders	09/06/2025
Additional questions and clarifications (by 16:00)	09/06/2025
Responses to your additional questions	10/06/2025
Deadline for submitting offers (by email before 12:00) to appeldoffre@marionnaud.com	16/06/2025
Price and contractual negotiations	June 2025
Start of the service	01/07/2025 or as soon as approved by the Shareholder

1.4 Selection criteria

Marionnaud will evaluate proposals based on:

- Pricing: Only the most competitive offers will be considered
- Expertise: Proven reliability in providing products/services that meet requirements
- Responsiveness & Account Management
- Service Quality
- Financial Stability
- IT Security & Data Protection: Only suppliers with high-security standards will be considered

1.5 Prerequisites

1. References

The bidder must provide three (3) customer references for Marionnaud to consult.

2. Corporate social and environmental responsibility

Marionnaud attaches great importance to Corporate Social Responsibility (CSR); each bidder must describe in its presentation the actions taken by its company in this area.

In this respect, CK Hutchison Holdings is a member of the Business Social Compliance Initiative ("BSCI"), a worldwide group of companies working to improve working conditions throughout their supply chain. As such, Marionnaud requires that Partners adhere to the BSCI Code of Conduct (available at https://s3.eu-west-1.amazonaws.com/www-php-media-files.prd.amfori-services.k8s.amfori.org/09/amfori-bsci-code-of-conduct-english-december-2021-v2-2-1.pdf) and the Marionnaud Group Supplier Code of Conduct in the appendix, or validate principles that are strictly equivalent in substance.

3. <u>Insurance and legal obligations</u>

The bidder must provide proof of civil liability insurance and of the employment of its employees. An update of these documents will be requested every six months.

4. Application of tender conditions and signature of a contract

Should your company be selected at the end of the present call for tenders, our commitments will be formalized through the negotiation and finalization of a contract, to be signed following communication of the results of the call for tenders.

Your commercial proposal will be appended to the signed contract.

1.6 Contractual Clauses

All negotiated conditions (including financial and commercial) must be reflected in the aforementioned contract.

The Appendix 2 "Contractual Clauses" will serve as a basis for contract negotiations. It is therefore imperative that you provide the duly completed Appendix with your proposal.

In the scope of this Tender, we provide a template of General Terms and Scope of Work (in French) in Appendix 7.

Mandatory clauses to be included:

1. Confidentiality clause

The Parties undertake to maintain the confidentiality of the Confidential Information to which they have access during the performance of the Services and / or the Contract. They undertake not to use for themselves or to communicate to third parties, in any way whatsoever, the Confidential Information, without the prior written consent of the Holder. They undertake to limit the distribution of Confidential Information only to their employees and officials who strictly need to know it in order to ensure the proper performance of the Contract.

The Parties acknowledge and confirm that the possible use of the Confidential Information is strictly limited to the performance of the Contract.

The Parties acknowledge and confirm that all Confidential Information and Knowledge is the sole property of the Holder or their respective owner, and that the other Party has no rights.

The Parties undertake to return, upon completion of the Contract, all documents and media received containing such Confidential Information.

The Parties guarantee that all of their employees and agents will be bound by the same obligation of confidentiality.

The Parties are released from their obligation of confidentiality when the Confidential Information is:

- a) legitimately known to the recipient Party prior to the date on which it will have access.
- b) obtained by the Party of third parties, in a legitimate way and not subject to an obligation of secrecy.
- c) made public by the Holder.

The Parties shall continue to comply with this article (Confidentiality) for a period of five (5) years following the expiry or termination date of the Agreement.

2. Anti-corruption

The Supplier undertakes, for itself and its agents, directors, employees, representatives and any other person with whom it would associate in the performance of this Agreement (including, but not limited to, subcontractors) (the "Personnel"), (i) not to engage in any corrupt, extortion, misappropriation or other misconduct by law, and (ii) to comply with all applicable anti-corruption laws and regulations ("Anti-Corruption Laws").

The Supplier undertakes, for the duration of this Agreement, to maintain in force appropriate policies and procedures to ensure compliance with the Anti-Corruption Laws.

The Supplier shall indemnify and hold harmless Marionnaud with respect to all costs, damages, liabilities, losses or expenses incurred by any of the members of the group to which such Party would belong, or by its directors, officers, employees, contractors, subcontractors and agents due to a breach by the other Party or its Personnel of this Article.

Marionnaud may terminate this Agreement with immediate effect if it considers, in good faith, that the Supplier or its Personnel has breached the obligations of this Article and / or the Anti-Corruption Laws.

The Supplier shall at any times comply with the Marionnaud Supplier Code of Conduct attached in appendix and the <u>BSCI Code of Conduct</u>.

3. Personal Data Protection

Contract's execution involves Personal Data Processing (defined as any data relating to a natural person identified or directly or indirectly identifiable). The Service Provider acknowledges acting as a processor. Marionnaud acknowledges acting as a controller. The Service Provider undertakes to comply with the regulations applying to personal data as well as the provisions of the appendix « Data Processing Annex ».

4. Intellectual property

The Service Provider declares and warrants that the goods and services, their use, delivery and packaging do not infringe any third-party intellectual property rights and that, consequently, either they constitute original creations, or the Service Provider has obtained all necessary authorizations and licenses for the purpose of perfect performance of the Contract.

Notwithstanding the foregoing, the Service Provider undertakes to indemnify and hold harmless Marionnaud from and against any and all claims, proceedings and defence costs that may be asserted against Marionnaud as a result of the Service Provider's breach of its own obligations, in the event that Marionnaud is held liable by a third party for infringement of intellectual property rights or allegations of unfair competition or parasitism in connection with the Contract..

5. Marionnaud name property

The Agreement does not grant the Service Provider any right, in whole or in part, of any nature whatsoever, to the name "Marionnaud" (alone or in combination, or as part of any other word or name) or to any brand, name or logo of Marionnaud Parfumeries SAS or one of its affiliated or related companies, including, without limitation, no rights to use them:

- a) in any of his own advertisements or promotional campaigns.
- b) to express explicitly or implicitly any bond given by Marionnaud to the services of the Service Provider; or

c) in any other way (similar or not to the uses specifically prohibited above).

6. Planning – Delay penalty

The Service Provider and Marionnaud undertake to negotiate and establish in good faith a provisional schedule for the Service Provider's activity, mentioning in particular the actual launch of services in each store.

Each day's delay in the launch of services in relation to the schedule will entail, in addition to the non-payment of services for the day of delay, the application of a penalty discussed during Tender process.

Any delay in the performance of services will result in the application of penalties as defined in the « SLA » appendix or article.

In the event of discontinuity of services, the Service Provider acknowledges that Marionnaud will call upon a third party whose services will be reasonably invoiced to the Service Provider.

7. Assignment or Transfer

Assignment

The Service Provider may not assign or transfer the Contract, in whole or in part, for a consideration or free of charge without the express written consent of Marionnaud.

Change of control

This contract is concluded according to the supplier's shareholding on the day of its signature.

In case of change of control of the Service Provider, directly or indirectly, within the meaning of Article L233-3 of the Commercial Code, the Service Provider agrees to notify to Marionnaud by registered letter with acknowledgment of receipt the decision of the partners or shareholders controlling it directly or indirectly, three (3) months before the effect of the decision, to sell the shares of the Service Provider, of any company that directly or indirectly controls the Service Provider, and to inform him of the prospective assignee.

On receipt of this notification, Marionnaud will have a period of two (2) months to notify the Service Provider of its acceptance or refusal of the change of control, in which case Marionnaud may terminate this framework agreement without delay and without compensation for the benefit of the Provider.

Failing response within the time limit, acceptance is deemed acquired.

8. Subcontracting:

The Service Provider may not subcontract the performance of the Contract, in whole or in part, for a consideration or free of charge, without Marionnaud express prior written consent, which Marionnaud may refuse in its sole discretion. The Service Provider remains, in any event, the guarantor of the good execution of the Contract by the subcontractors approved by Marionnaud. The Service Provider will not be able to limit or release itself of its responsibility in the event of default and / or fault committed by its possible subcontractors as part of the performance of the Services provided by the Service Provider.

9. <u>Insurance</u>

The Supplier undertakes to take out with a company known to be solvent, and to maintain in force for the duration of the Contract, the insurance necessary to cover the pecuniary consequences of any civil liability which may be incurred by the Supplier or any of its subcontractors, as a result of direct bodily injury, property damage or consequential loss, whatever its origin, caused to the Customer or any third party, during and after the performance of the Contract.

The fact that the Supplier has taken out the aforementioned insurance policies or communicated them to the Customer does not, under any circumstances, release the Supplier from its responsibilities under the laws or obligations arising from the Contract, within the limits and under the conditions provided for in the Contract.

The Supplier shall provide the Customer, upon first request, with a copy of the corresponding insurance certificates as set forth above.

2 Description of requirements

2.1 Purpose of the RFP

This Request for Proposal (RFP) aims to select qualified IT consulting firms capable of delivering highquality services in support of Marionnaud IT operations and strategic initiatives.

The resulting contract will run for an initial period of twelve (12) months, starting on July 1st, 2025, and may be extended for an additional six (6) months, at Marionnaud discretion.

2.2 Scope of Services

To simplify management and optimize alignment, Marionnaud proposes to group IT consulting services into four functional scopes.

A tenderer may apply for one or several scopes. Marionnaud may choose to award one or more scopes to the same provider or split them among multiple providers depending on the quality of the proposals and organizational fit.

2.2.1 Scope 1: IT Operations & End-User Services

- 1. Infrastructure & Networking: LAN/WAN, Wi-Fi, VPN, firewall, cloud
 - o 2 positions currently in France
- 2. Digital Workplace: Microsoft 365, End-user support, Intune/Autopilot, device lifecycle
 - o 2 positions currently in France
- 3. Retail & Store Systems: POS, payment systems, in-store support
 - 1 position currently in France
- 4. ETL/ERP Support Engineer: Support for middleware data flows and ERP user operations
 - 1 position currently in France

2.2.2 Scope 2: Application Delivery & Quality Assurance

- 1. Software Development: Frontend/backend, microservices, API integration
 - 1 position currently in France
- 2. QA & Testing: Automation (Selenium, Cypress), performance/security testing, CI/CD
 - 4 positions currently in France

2.2.3 Scope 3: Program & Project Office

- 1. Project management,
- 2. PMO, portfolio reporting

2 positions currently in France

2.2.4 Scope 4: Data & Intelligence

- 1. Data Governance: Quality, ownership, classification
 - o 3 positions currently in France
- 2. Business Intelligence: Power BI, Tableau, reporting & KPIs
 - o 3 positions currently in France
- 3. Al & Analytics: Data prep, modelling, Big data
 - o 2 position currently in France
- 4. GRC (Governance, Risk, Compliance): Support for GRC activities and tooling
 - 1 position currently in France

All providers must assign a dedicated single point of contact (SPOC) for each awarded scope to ensure operational accountability, day-to-day coordination, and escalation management.

- If a provider is awarded multiple scopes, a consolidated SPOC may be proposed, if responsiveness and coverage remain adequate.
- The SPOC must be available and reachable throughout the contract period and serve as the main interface with Marionnaud operational and management teams.
- In the event of a change in SPOC (e.g., resignation, reassignment), the provider must:
 - Notify Marionnaud in advance, with at least 15 calendar days' notice
 - o Propose a replacement with equivalent experience and authority
 - Ensure knowledge transfer and full transition with the outgoing SPOC
 - Guarantee continuity of communication and responsibility during the transition

Additionally, Marionnaud may request the temporary or permanent reinforcement of the governance team (e.g., an additional operational coordinator) if required due to volume, complexity, or multi-country coverage. Providers are expected to be able to accommodate such requests promptly.

Marionnaud France does not commit to any volume or exclusivity clause in the partnership with its future partner(s).

3 Background

Marionnaud currently works with about fifteen consulting firms. To reduce complexity and control costs, Marionnaud seeks to rationalize its vendor base and engage a limited number of strategic consulting partners.

In addition, the offshorability of each role is clearly stated in the proposal:

 Offshorable: The mission can be delivered entirely from an offshore location (outside Marionnaud headquarters), provided that security, confidentiality, and business continuity

- requirements are fully met. The provider must guarantee performance, time zone alignment, and clear communication protocols.
- Non-Offshorable: The mission requires full on-site presence or must be delivered within Marionnaud headquarters for operational, security, regulatory, or business reasons. These positions typically involve:
 - o Direct interaction with business teams
 - Sensitive data handling
 - o Physical access to internal systems or infrastructure

A list of all Marionnaud headquarters locations is provided below to support the evaluation process and clarify on-site expectations:

Country	City
France	Paris
Italy	Milan
Austria	Vienna
Switzerland	Zurich
Czech Republic	Prague
Slovakia	Bratislava
Romania	Bucharest
Hungary	Budapest

4 Objectives

Objectif of this Tender:

- Reduce the number of providers
- Control and optimize costs
- Improve service quality
- Streamline contract management and delivery governance

5 Collaboration Terms

Monthly follow-up about each consultant will be shared by the company to Marionnaud. Data will be shared via email by Single point of contact to Marionnaud maximum the 5 of each month. It will include at least:

- Hours completed (based on Wrike)
- Applicable penalties (if any)

Quarterly Performance reviews will be conducted every 3 months

• Providers will organize a physical or Teams meeting (or equivalent) to present:

- o Tasks managed and projects handled by each consultant (based on Wrike)
- Hours completed (based on Wrike)
- Areas for improvement and potential training required by the provider
- Applicable penalties (if any)
- Meeting minutes must be shared within 1 business day (J+1) to the list of contacts defined at project launch
- Penalty status will also be shared monthly

5.1 Consultant commitment

Consultants must work exclusively on Marionnaud-provided equipment. They must complete mandatory onboarding and compliance training provided by Marionnaud.

A detailed "Consultant Commitment Charter" will be provided in Appendix 5.

This charter outlines the security, confidentiality, equipment, and compliance obligations that every consultant must acknowledge and adhere to before starting their assignment at Marionnaud.

The Charter is reviewed on an annual basis. If any updates are made, Marionnaud will communicate the revised version to the provider, who will be responsible for ensuring it is re-signed by the impacted consultants.

Sign-off should be done up to fifteen (15) working days and shared to Marionnaud point of contact. Marionnaud remote working policy allow 1 day of remote working for consultants. This day of remote working can be suspended during Key Consumption Period (KCP) for operational reasons. Marionnaud will notify KCP periods to shortlisted tenderers.

5.1.1 Consultant Replacement Guidelines

Marionnaud reserves the right to request the replacement of a consultant via email at any time in the case of:

- Misalignment with required skills
- Insufficient performance
- Behavioural concerns
- any serious breach or negligence regarding cybersecurity rules
- Any other legitimate justification based on project needs

Upon request, the provider must:

- Acknowledge the request and inform all relevant third parties
- Propose at least three (3) qualified replacement profiles within five (5) working days
- Allow five (5) working days for Marionnaud to validate the proposed profiles
- Ensure onboarding of the selected consultant within a further five (7) working days
- In urgent cases, Marionnaud point of contact and company SPOC may negotiate shorter timelines

Penalties will apply if the provider fails to meet the replacement deadlines defined above.

5.1.2 Activity Reporting

All consultants are required to log and validate their activities using the Wrike platform (or a replacement tool designated by Marionnaud).



5.1.3 Invoicing & Financial Terms

To ensure proper reconciliation and timely payment, the following invoicing guidelines must be strictly followed:

- Monthly invoices must be submitted to: invoices@marionnaud.com
- Each invoice must be accompanied by the corresponding Activity Report, exported from Wrike, as supporting documentation
- A valid Purchase Order (PO) number must be clearly indicated on all invoices
- Invoices must be received no later than the 5th calendar day of the following month for the services delivered

5.1.4 Provider Commitments

Providers must:

- Describe in detail how consultants are selected and validated, including:
- Recruitment process (e.g., job postings, interviews, selection criteria)
- Background checks and verifications performed on proposed profiles:
 - Professional references
 - Educational degrees
 - Certifications
 - Criminal background check
 - Identity verification
- Provide certifications and their scope (e.g., ISO 9001, ISO 27001)
- Describe onboarding/transition methodology
- Guarantee secure handling of Marionnaud documentation in their systems
- Include their CSR (Corporate Social Responsibility) and DEI (Diversity, Equity, Inclusion) policies if available

The provider agrees to undergo an annual cybersecurity audit initiated by Marionnaud, focused strictly and exclusively on the systems, documentation, personnel, and assets involved in delivering services to Marionnaud.

- Marionnaud is not acting as a general auditor of the provider's full operations, but only as a controller of its own service perimeter.
- Marionnaud may also mandate a third-party auditor to act on its behalf.

• A minimum of one (1) month notice will be given prior to the audit, with a possible documentation request 15 days in advance.

This right to audit includes the offshore sites (physical or virtual) where consultants assigned to Marionnaud are based or connected.

The provider must guarantee access, transparency, and traceability of these environments upon request, limited to the Marionnaud service scope.

Providers must ensure that systems, tools, and data used for Marionnaud projects are segregated from other client environments and managed with appropriate security controls.

Providers are required to describe their internal governance and controls, including:

- Their Information Security Policy
- Their organizational structure regarding cybersecurity, information security, and data privacy
- Policies for logical and physical segregation, access control, and identity management
- Procedures for log monitoring, traceability, and handling of sensitive data
- Measures in place for endpoint protection, secure application usage, and data loss prevention



APPENDIX

APPENDIX 1

Price list to be completed and returned to us in Excel format

APPENDIX 2

Contractual clauses

APPENDIX 3

• FAQ

APPENDIX 4

• Detailed job descriptions

APPENDIX 5

• Consultants Commitment Charter (security & compliance)

APPENDIX 6

Marionnaud Supplier Code of Conduct in French and English

APPENDIX 7

- 7.1 Standard Framework Contract
- 7.2 Standard Scope of work agreement

APPENDIX 8

List of items to be provided and completed:

- Appendix 8 a: Company presentation sheet
- Appendix 8 b: Service provider referencing file

APPENDIX 9

• Data Processing Annex

APPENDIX 8 a

Company presentation

Company name: HIGHSKILL									
Trade Name: HIGHSKILL									
Company Registration Number:9	20311818								
Nationality: French, if other, specify:	French								
Head office address: 66 AVENUE		EES, 75008 PARIS Fra							
☎: E-mail: gestion@highskill.fr									
Business start-up date:01/10/202	22								
Legal Form: Société par actions s	simplifiée								
Manager: Mohamed ELLOUZE									
Nature of business: Conseil en systèmes et logiciels informatiques.									
Does the company belong to a group? Specify name of parent company: GENIUS HOLDING. % of capital held by parent company: .100%									
Does the company have subsidiaries If yes, please specify:		-	Yes □ No 🏻						
			lo 🛚						
COMPANY FINANCIAL STATEM in K€ HT		2023	2024						
	IENTS								
in K€ HT	IENTS 2022	2023	2024						
in K€ HT Sales Sales with Marionnaud if previous	IENTS 2022	2023	2024 5 630 739						
in K€ HT Sales Sales Sales with Marionnaud if previous relationship	S business	2023	2024 5 630 739 144 971						

APPENDIX 8 b

Referencing file Provider

Please send us the following information less than 3 months old:

- RIB and IBAN
- Extract from KBIS (or equivalent/ Company registration certificate)
- Insurance certificate
- URSAFF certificate (or equivalent)