

SPECIAL TENDER SPECIFICATIONS

Fair	The Big 5 Construct Kenya 2022
Date	9-11 November 2022
Location	Sarit Expo Center - Nairobi

Art. 1: Object of the contract

The procedure in question has as its object the realization of the fittings for the fair **The Big 5 Construct Kenya 2022** invited companies are requested to submit a tender for the above contract, which includes the rental of all materials, transport, on-site assembly, maintenance during the event and dismantling of all fittings for the event in question.

The fair **The Big 5 Construct Kenya 2022** will be held from 9th to 11th of November 2022. The total net area to be set up is 216 sqm + 528 sqm (authorization pending) and the project is the one described in the tender documents "Stand Construction Scheme" and "Technical Specifications".

The validity of the present contract is subject to the final approval of the budget of the promotional project by the ITA Agency headquarters in Italy.

The ITA will have the right, after the award, and at its unquestionable discretion, to increase or decrease the net area to be set up within the **limit of 20%**. In this case, the change will be officially communicated to the awarded company at least 30 days before the opening of the exhibition.

Within the aforesaid limit of 20%, costs for greater or lesser areas to be set up will be calculated always referring to the basic price per square meter of net area to be set up resulting from the tender.

In any case, regardless of any change in the net area to be set up, the ITA-Agency will deliver the following documentation to the awarded company at least **20 days before the opening** of the exhibition:

- **definitive plans** showing the location and size of the exhibition spaces together with the **calculation of the net areas to be set up** which will be used to define the price to be paid to the awarded company as explained in art. 5 of this SPECIAL CHAPTER. In the above-mentioned case of increase or decrease in the net areas to be set up, ITA-Agency will make the consequent modifications in compliance with the types of stand envisaged in the original executive project.
- **desired technicians of the individual exhibitors** not directly received by the fitting company (e.g.: elimination of partition walls for the creation of larger exhibition spaces with possible resizing, elimination and/or movement of display and furnishing elements, positioning of sockets, etc.).

The subdivision of the stands in the project may be subject to variations, therefore the awarded company is obliged to make any changes that may occur, until the opening of the event, on the instructions of the ITA-Agency, without any further burden for the Agency.

All of the above will always refer to the relative costs per square meter of area set up as resulting from the competition.

ITA-Agency reserves the right, for war, political, hygienic and sanitary events, for economic reasons or for technical and commercial decisions of its own and/or of the competent Ministries, to modify both the location and the date of the event, as well as to cancel participation in the fair without the contractor having to claim compensation and/or loss of earnings.

A previous experience in constructions of national pavilions in occasion of international trade shows (over 400 sqm) will be highly considered as preferential requirement.

Art 2: Basic price (BODY)

The amount available **per net area to be set up** is fixed in:

€ 64.000,00 (EURO sixty-four thousands/00) including VAT for 216 sqm and € 150.000,00 (EURO one hundred fifty thousands/00) including VAT for 528 sqm.

Hence, a total of 214.000,00 (EURO two hundred fourteen thousands/00) has been allocated for this project including VAT, according to current regulations.

For security costs relating to the exercise of the activity carried out by the awarded company, the contractor is still obliged to draw up its own evaluation document, pursuant to Legislative Decree no. 81/2008, as

amended and supplemented, and to implement the measures necessary to eliminate or minimize risks and to indicate, on pain of exclusion, the security costs in the economic offer.

Art. 3: Characteristics of the offer

The economic offer, which will be reported in the CONTRACTUAL OFFER, must be expressed for the net area to be prepared.

N.B. The materials, furniture, lighting fixtures, accessories and graphics must be of excellent quality.

Art. 4: Definition of the cost for the event. Place and term

The price that will be paid to the successful bidder will be determined. The square meter to be set up will be obtained from the definitive maps that will be drawn up by the ITA-Agency and which will only report the location and size of the exhibition spaces (see art. 1). These final plans will constitute a contractual reference.

The deadlines for the 2022 edition of the works to be carried out by the awarded company are as follows:

- the assembly work will start at 6 a.m. of the **6th of November and finish at 6 p.m. of the 8th of November** and the works can be carried out throughout the nights of the 6th and 7th of November;
- The main structure of the booths must be ready by **10 a.m. of the 8th of November and the construction can continue with the final touch-ups until 6 p.m. of the 8th of November;**
- assistance to exhibitors from **6 a.m. of the 6th of November** until the completion of all work for the inauguration;
- completion of all assembly work by **6 p.m. of the 8th of November;**
- start of disassembly work: on **12th of November from 7 a.m. till 6 p.m.**
- completion of dismantling work on **12th of November at 6 p.m.**

The terms relating to the completion of the assembly and disassembly work of this contract are to be understood as essential

Failure to comply with these terms will entitle ITA-Agency to terminate the contract and may give rise to a claim for compensation for any damages suffered.

It must be understood that any charge relating to advance dates and/or extensions of working hours that modify the official working hours set by the organizer, will remain the exclusive responsibility of the awarded company, with nothing to claim from the contracting station.

Art. 5: Summary description of the works and services

- Within 10 days of the final award of the tender, the awarded company must submit to the Fair Authority for approval, the project drawings integrated with the following technical documentation for each exhibition island:
 - plants;
 - frontal and transverse elevations, with indication of the heights of the detachments;
 - 3D visualization.

Please note that the project may be subject to modifications according to the Fair Authority's requirements. In this case the awarded company will be obliged, at no additional cost to ITA-Agency, to carry out any modifications, after verification by ITA-Agency.

- Realization of all the works and supplies foreseen in the final draft contract. Once the contract has been awarded, the ITA-Agency will require the prior construction of one or more stand prototypes, and will require to view samples of the materials that have been planned for the execution of the works. The eventual verification of the prototype and the samples will be carried out by ITA-Agency, for the appropriate approval before the complete execution, and also to agree on any small variations necessary for a better realization. These possible variants will remain at the complete expense of the contractor;
- transport of the facilities to and from the various destinations, as well as other charges for storage, stops, etc.;
- assembly and disassembly of the same with workers and technicians at the service of the awarded company. In this regard, the presence of a contact person on site must be guaranteed for the entire duration of the assembly and

disassembly of the set-up according to the dates indicated in art. 4;

- maintenance of all the works carried out and supplies during the period of the events with specialized personnel for all types of needs;
- supply of small accessory elements and small performances not foreseeable during the project phase, but necessary for the best presentation of the exhibition samples such as power sockets, repainting of walls or furnishing elements, small additional supplies, replacement of elements or parts of them that may be deteriorated, etc.;
- supply of electrical, F.M. and plumbing systems according to the requests of the ITA-Agency, in conformity with the final project and in any case in compliance with the regulations in force in the country and in the exhibition centre where the event will be held;
- exclusive use of materials that perfectly comply with all fire regulations in force in the country and in the exhibition centre where the event take place, with exhibition, where required, of the relevant documentation;
- treatment of all flammable materials with fireproofing solutions, in accordance with the fire regulations in force in the place where the event takes place, with display, where required, of the relevant documentation;
- installation of slides, photo enlargements, diagrams, posters provided by ITA-Agency and/or exhibitors, even if not foreseen in the project;
- rental of any scaffolding, trolleys, various equipment and means of work for operations that require their use;
- commitment to provide ITA-Agency with the necessary personnel to assist the exhibiting companies (opening of small crates, installation of samples, moving furniture and other small jobs) on the day before the opening of the event.

Art. 6 - Bonds of the awarded company

The Awarded company in relation to art. 1575 of the Italian Civil Code undertakes to:

- elaborate and send for approval to the fair authority**, within 10 days of the final award of the tender, **the technical drawings**, as specified in Art. 5 of these Special Specifications;

- to make, at no additional cost to ITA-Agency, any changes requested by the fair authority** as indicated in Art. 5 of these Special Specifications;
- elaborate and subsequently send for approval to each individual exhibitor a personalized technical layout as indicated in Art. 5 of these Special Specifications;
- deliver to ITA-Agency the equipment in an excellent state of conservation and in accordance with its intended use, as indicated in the final draft contract;
- update the **executive graphic drawings** according to the final allocation of spaces immediately after receiving the **final plans** from ITA-Agency. The updates will be drawn up in compliance with the original project and in this capacity will become contract documentation. At least 2 copies of the updated graphics must be delivered to the ITA-Agency immediately after they have been processed and, in any case, at least 30 days before the opening of the fair;
- assume all expenses prior to delivery (8th of November 6 p.m.) and/or subsequent to redelivery (11th at 6.p.m.) relating to transport, guarding, cleaning, expenses for electricity, telephone, water, etc. as well as charges for storage, stops, insurance coverage, etc.
- to maintain the stand in a good state of maintenance during the course of the event by means of its own personnel, providing for the necessary replacements, additions, restorations, etc. with personnel adequate in number and specific professionalism;
- provide at its own care and expense to restore the premises where the event took place in ante-operam conditions;
- recognize ITA-Agency as the sole owner and user of the project during the contractual period;
- assume at its own expense all the fulfilments and obligations that are not expressly provided for by the ITA-Agency in these Special Specifications;
- not to reuse the same project for third parties after the expiry of the contract.

Art. 7 - Obligations of ITA-Agency - Payments

The ITA-Agency is committed to:

- draw up the "**Minutes of commencement of the contract**" at the time of



- taking over the area destined for the Italian collective by the awarded company;
- **to pay 40% of the total amount of the contract upon presentation of a regular down payment invoice** and upon the signing of the contract and acceptance of the pavilion set up (final rendering, quotations and final plans) with the declaration that ITA-Agency will be recognized as the sole owner and user of the project during the contractual period;
 - return the stand in good condition to the place and term indicated in the contract, except for normal deterioration and consumption for normal use, resulting from the **"Certificate of completion of services"** of the stand itself, which will also be drawn up and signed by ITA-Agency and the **representative of the awarded company**;
 - pay the **balance, equal to the remaining 60% after the issue of a regular invoice for the balance, after the issue of the "Certificate of conformity verification"** with positive outcome of all works and supplies. In any case, the Certificate of Conformity Verification will be issued after the acquisition by the ITA-Agency of the official certification of the SARIT EXPO CENTER Authority, certifying that dismantling has taken place within the terms set out in the Exhibition Regulations, without damage and with the return of the area in the pre-operam condition. The certificate of verification of conformity will be issued by SARIT EXPO CENTER. It will then be sent to the contractor who must sign it and return it to recognize ITA-Agency as the sole owner and user of the project during the contractual period within 15 days of its receipt.

Art. 8 - Liability and obligations of the awarded company with regard to transport, insurance and workers

The recognition ITA-Agency as the sole owner and user of the project during the contractual period and takes delivery of the stand at its destination and returns it there at the end of the event, making the contractor bear all risks and related insurance coverage.

Considering that the equipment remains the property of the contractor, all customs export and import operations must be carried out on his behalf and at his expense.

it also remains the responsibility of the contractor:

- a) insurance cover for all damages that may occur to its staff, as well as on work tools and means of work used for work related to the fair;

- b) insurance cover for third party liability for any damage to persons and/or property, including that of third parties, resulting from what has been achieved in terms of structures/equipment - furnishings, as well as the work of its staff on site.

The insurance company used by the contractor must be of primary importance.

The awarded company is responsible for the good behavior of its workers and for any damage caused by them, even outside of work, to people and/or things, including those of third parties.

ITA-Agency reserves the right to request, at any time during the contractual period, a certified copy of the documentation certifying that the insurance coverage provided for in points a) and b) has been taken out.

Art. 9 - Innovations and variants

Innovations or variants may only be introduced on the instructions of the ITA-Agency and approved in advance by ITA-Agency in compliance with the provisions of Article 106 of Legislative Decree 50/2016.

Modifications not previously authorized do not give rise to payment or reimbursement of any kind, and where ITA-Agency deems it appropriate, the awarded company shall restore the original pre-existing situation at the expense of the contractor.

Should minor innovations or variants be necessary for the best success of the event or for the satisfaction of particular needs of the exhibiting companies, they must be authorized in advance, and in writing, by ITA-Agency, as the sole owner and user of the project during the contractual period.

The increase or decrease in the amount of these variants may not exceed 10% of the original contract amount.

The recognized ITA-Agency as the sole owner and user of the project during the contractual period may ask the contractor, which is obliged to carry out, an increase or decrease to the original project up to one fifth of the total price foreseen by the contract, after signing an act of submission, to the same prices and conditions of the original contract (art.106 D.lgs. 50/2016).

The awarded company is in any case obliged to carry out all those non-substantial variations that are deemed appropriate by recognized ITA-Agency as the sole owner and user of the project during the contractual period and that the ITA-Agency has ordered, provided that they do not entail greater costs.

On the other hand, in the case of innovations, significant variants or customizations **requested directly by the exhibiting companies** and involving an increase in costs, these must be authorized in advance by ITA-Agency and the relative costs must be charged and paid by the exhibiting companies that have specifically requested them.

Art. 10 - Penalties

The following must be considered for the delay in the delivery of the set up before the inauguration, with respect to the contractual terms, and/or for the return of the premises to the fair authority:

- Failure to comply with the deadlines indicated for the completion of the assembly work provided for in art. 4 of these specifications will result in the application of a daily penalty equal to 5% of the entire contractual amount;
- For the delay in the return, or return with damages, of the premises to the fair authority, the total costs that the fair authority will claim from the ITA-Agency will be charged to the construction company, which in any case must be paid before the contractual deadline (before the final payment of 60%);
- 2% of the tendered value for each hour of delay maximum until the official opening of the exhibition in case the contractor fails to complete the Italian booths at the required timing and date;
- 2% of the total amount of the contract will be applied for each of the elements identified with the A-B codes (flooring, structure, partition walls, Cubic banners etc.) and the display and furniture elements (tables, sofas, chairs, TVs, desks, etc.) deemed unsuitable, assessed through a report written by ITA-Agency, accompanied by photographic relief and countersigned contract by the awarded company, or such as to report manufacturing defects and/or characteristics different from those presented in the offer phase and/or showing damage resulting from careless conservation to the point of be structurally and/or aesthetically unusable.

The penalties are applied, on the basis of the ITA-Agency.

In any case, ITA-Agency reserves the right to claim compensation from the contractor for any further damage that may be caused by the delays to the exhibiting companies.

If the delay in performance results in a maximum penalty of more than 10%, **the person in charge of the proceedings shall promote the initiation of the**

procedures provided for the termination of the contract for serious breach of contract, for serious irregularity and serious delay.

Art. 11 - Commencement of contractual obligations and conclusion of the contract

From the moment of the award of the tender, the awarded company will remain bound to ITA-Agency until the execution of all the works and various services provided for in the contract.

The contract will be concluded in accordance with the provisions of the tender specifications.

Art. 12 - Termination of contract

Should the contractor fail to comply in whole or in part with the terms of the project and/or the contract, ITA-Agency may, at any time, request the termination of the contract and compensation for any greater damages.

For the purposes of this article, "partial defaults" means shortcomings and/or defaults and/or deviations from the final project.

THE COMPANY
