

## **Annex 1**

### **SPECIAL CONDITIONS FOR THE DESIGN AND LEASE OF A SHELL SCHEME**

#### **FOR THE ITALIAN PAVILION AT FINE FOOD AUSTRALIA ICC Sydney, 6<sup>th</sup> – 9<sup>th</sup> September 2021**

#### **Article 1 – Object of the Contract**

This bid is for the design and lease of a Shell Scheme for the participation at the above-mentioned exhibition, to be held at the Sydney International Convention Centre.

The Italian Pavilion covers a total exhibit area of 225 m<sup>2</sup> structured in one island of 126 m<sup>2</sup> and one island of 99 m<sup>2</sup>. We require the provision of the following elements:

- Design and leasing of display structures;
- Furnishing of ITA and its co-exhibitors stands
- Artwork, Graphic Design and printing;
- Transportation, storage and drayage (inbound and outbound), insurance;
- On site set up;
- Electrical & plumbing hook up and usage;
- Maintenance during the show;
- Dismantling of the display after the show;
- All related labour and material;
- All the necessary custom duty procedures (if any)

#### **Article 2 – Objectives of the Project**

##### **Overall objectives**

- ✓ promote the Italian food & beverage industry
- ✓ increase the visibility of Italy as a country of high-quality food & beverage.

### **Specific Objectives**

- a) Design concept customised to ITA's image and with respect to the Show's Regulations (for this purpose - but not limited to - refer to attached images from previous editions).
- b) Materials and structures of a high standard and finishing. No shell scheme elements should be visible. Top quality materials must be used to ensure a consistent and professional image.
- c) Furniture of high quality and standards, safe, with no scratches or stains.

### **Article 3 - Assembling, Delivery and Dismantling Deadlines**

The Pavilion must be fitted as per our requirements and ready on or before 1.00 pm on Sunday 5<sup>th</sup> September (the day before the opening of the trade exhibition).

Dismantling of the displays will begin on **Thursday 9<sup>th</sup> September 2021** approximately at 5:00pm (or soon after all ITA co-exhibitors have collected their samples and/or personal items) and must be completed according to the show organisers schedule.

The Contractor is responsible of the disposal of any waste material during the construction and dismantling of the stand.

### **Article 4 - Main obligations of the Appointed Contractor**

The Appointed Contractor agrees to the following terms, at no additional cost for ITA:

- Furnish the Pavilion and the displays in excellent condition, suitable for use and in conformity with the Technical Information document which is part of this tender, with the State Laws and the Regulations of the Trade show and Venue.
- Observe existing anti-fire regulations and complete the construction with the necessary electrical installations, in conformity with such regulations.
- Submit all necessary work certification to the Show Organizers.
- Be responsible for all necessary permits: responsibility for failure to deliver projects due to permits or failing with fair obligations lie with the Contractor.
- Guarantee that the materials and installations are in optimal condition and suitable for use, and replace them if they do not meet the bid specifications, laws or other local regulatory requirements.
- Ensure that AV equipment is working all the time and replace any faulty item immediately.
- Provide on-site qualified personnel to ensure that the Shell Scheme and all related materials, installations and equipment are in working condition, and assure availability of personnel for the execution of necessary small tasks for the duration of the Show.
- Liaise with ITA to cater for Pavilion requirements: liaising with co-exhibitors may occur only under ITA's monitoring, and changes to the project might be undertaken only with ITA's approval.

- Meet with representatives of ITA at least two times to submit the Executive project and to discuss any specific requirements during the project development, and liaise regularly with ITA to address any work-related matters, to ensure that the project is executed appropriately.
- Provide ITA a 3D project rendering upon evaluating with ITA team any necessary adjustment.
- The appointed contractor will be also in charge to submit the ITA Pavilion design project via the Online Exhibitor Manual. ITA will send to the appointed contractor a request to complete the Stand Design form by providing the Online Exhibitor Manual log-in details (log in details are confidential, and for that specific use only).
- Return the space wherein the Shell Scheme is installed in the same condition as prior to the installation, as reasonably requested by the lessor of the Pavilion.

### **Article 5 - Insurance Requirements**

It is the appointed Contractor's responsibility to perform a risk assessment and provide suitable insurance for ITA's Pavilion. It is also the appointed Contractor's responsibility to ensure compliance with the OH&S/WH&S legislation relevant to NSW State. Visit the Safe Work Australia web site for further information: [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au)

For information on comprehensive general insurance limits and the aggregate combined single limits for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products liability, also consult Terms & Regulations with the Organizers.

The followings remain the Contractor's responsibility:

- insurance coverage for all damages which might come to its employees and to the displays and materials during all phases of the project, from the set up to the dismantling and transport of the displays;
- insurance coverage for civil liability of third party, resulting from structures or materials used in the construction and/or work carried out by the Contractor's staff on the site.

The contractor is also responsible for the behaviour of its employees and for any damage caused by them to third party persons and/or property. The Italian Trade Agency can request the removal of any worker whose conduct reflects negatively on the image of ITA.

### **Article 6 - Main obligation of ITA**

ITA will provide payment according to the following schedule:

- 20% after signing of the contract and upon receipt of a tax invoice;
- 40% at delivery of the final rendering approved and upon receipt of a tax invoice.
- 40% balance, upon the receipt of an invoice, after a successful final inspection of all work and supplies and on receipt of confirmation from the exhibition organisers attesting the

removal was completed on time without causing any damage, and the area was returned to pre-exhibition conditions.

Pls note: prior to the payment of final invoice, a “Certificate of Regular Execution” will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed.

Invoices will be settled by bank transfer within a maximum period of 30 days from receipt of the tax invoice made out to: Italian Trade Commission Level 19 / 44 Market Street, Sydney NSW 2000 **P.IVA IT12020391004**.

**ITA reserves the right to request a refund for the part of the service not yet rendered and in the limits of what has not been utilized, in case of an outbreak of Covid-19 causing the cancellation of Fine Food Exhibition 2021.**

#### **Article 7 - Modifications to the Project**

The appointed contractor should not make changes to the displays unless authorized in writing by ITA. Small variations of the arrangements of the booths and display fixtures can be verbally agreed upon on site with ITA’s representatives.

#### **Article 8 - Penalties applied for late completion**

**The Shell Scheme must be completed (also in terms of neatness, finishing quality and professional appearance) and delivered by 1:00 PM ON SUNDAY 5<sup>th</sup> SEPTEMBER 2021.**

The following penalties will be applied for late delivery in completion of the work by the above deadline:

- delay of up to 6 hours: 10% deducted from total contract price
- delay beyond 6 hours when late delivery allows ITA (in its sole judgment) to provide the services customarily provided to Italian exhibitors at trade shows such as the Exhibit: 20% deducted from total contract price
- delay beyond 6 hours when late delivery does not allow ITA (in its sole judgment) to provide, in whole or in part, the services customarily provided to Italian exhibitors at trade shows such as the Exhibit: 40% deducted from contract price plus consequential damages

In the event that ITA is unable to use the Shell Scheme by the official opening date of the Exhibit due to appointed contractor’s failure to deliver a Shell Scheme that neither conforms to the awarded bid nor conforms to ITA’s specifications as otherwise mutually agreed upon, the Appointed

Contractor will pay ITA any and all damages, including consequential damages, incurred due to such failure to deliver, and will reimburse ITA as provided hereunder.

#### **Article 9 – Report on review and Return of Shell Scheme**

Upon completion of the Shell Scheme and before the opening of the Exhibition, ITA and the appointed contractor shall sign a written report containing descriptions of the Shell Scheme and the conditions thereof.

Upon conclusion of the Exhibit, the Appointed Contractor will issue a full release of responsibility and indemnity to ITA by providing a statement that all conditions and provisions of the contract and the exhibitor rules have been respected.

#### **Article 10 – Miscellaneous Provisions**

- a) Assignment. No right, interest or obligation of the Appointed Contractor in, or arising under, this Bidding Agreement may be assigned to any third party (by operation of law or otherwise) without the prior written consent of ITA in its sole discretion;
- b) Integration; Waiver; Modification. This Bidding Agreement, and all documents referenced herein, constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Bidding Agreement. No waiver, amendment or modification of any provision of this Bidding Agreement shall be effective unless in writing and executed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising a right, power or remedy under the Bidding Agreement shall operate as a waiver of any such right or other right, power or remedy unless as specifically provided in this Bidding Agreement.
- c) Further Assurances. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Bidding Agreement.
- d) Applicable Law; Invalidity. This Bidding Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of NSW. If any provision of this Agreement shall be held to be contrary to law, the remaining provisions shall remain in full force and effect and the invalid provision shall be reformed to the extent possible to give effect to the intended meaning and purpose.
- e) Attorneys' Fees. In the event any legal action or other proceeding is commenced between the parties hereto concerning this Bidding Agreement or the rights and obligations relating thereto, the party prevailing in such legal action or other proceeding shall, in addition to such other relief as may be awarded, be entitled to recover costs and attorneys' fees that are reasonable under the circumstances.

- f) Force Majeure. Neither parties of the Bidding Agreement shall be considered in breach of the contract with regards to failures or omissions of any of the terms of conditions in the following causes: arising from war, riot, natural disaster, unavailability of materials, delays caused by regulatory agencies, or any other cause reasonably beyond the control of a party to this bidding agreement.
- g) In the event that a party to the Bidding Agreement is, wholly or in part, prevented from, or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth above, such party shall give a written notice to other as soon as possible after the occurrence of the responsible cause, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult with each other and take necessary measures for the resolution of the matters so prevented or hindered.
- h) Survival. The representations, warranties, duties and obligations as set forth in this Bidding Agreement, to the extent consistent with the intent and purpose of it, shall survive termination of this Bidding Agreement.
- i) Mutual Drafting. This Bidding Agreement shall be deemed mutually drafted by ITA and the Appointed Contractor or any other contractor submitting a bid hereunder; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision.

#### **Article 11 - Minimum Period for Contractual obligations**

From the date of the signing of the Agreement, the Appointed Contractor remains under contractual obligations until a letter of confirmation of dismantling is being issued by the Organisers.