

## SPECIAL TENDER SPECIFICATIONS

Date e Prot.	<b>23.06.2023 - 007374/23</b>
Fair	<b>FACIM 2023</b>
Date	<b>28 AUG. – 3 SEP. 2023</b>
Location	<b>MAPUTO (MOZAMBICO)</b>
CIG	<b>990771483C</b>

### **Art. 1: Object of the contract**

The procedure in question has as its object the realization of the fittings for the fair FACIM 2023. 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 FACIM 2023, from August 28<sup>th</sup> to September 3<sup>rd</sup>, 2023. The total net area to be set up is 288 sqm and the Project is the one described in the tender documents "Project" and "Technical Specifications".

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 exhibiting 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 will deliver the following documentation to the winning company at least **30 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.).

Even after the aforementioned 30 days, the awarded company may be notified of any further technical updates that may entail minor changes in the internal organization of the exhibition stands.

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 and the Director of Contract Execution or Support Officer, 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. ICE Agency reserves the right, for war, political, hygienic and sanitary events or 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.

**Art. 2: Tender documents**

- FACIM 2023 Project;**
- FACIM 2023 Technical specifications;**
- FACIM 2023 Special tender specifications;**

**At the date of publication of the tender, the Exhibition Regulations are not available from the APIEX organization.**

Companies interested to send their quotation must prepare two separate envelopes (Administrative and Economic) to be inserted in a third and address it to:

**ICE Maputo, Avenida Kenneth Kaunda, 387 MAPUTO**

**Subject: ICE Maputo: Preparation and furnishing of the Italian national pavilion at Facim 2023**

<b>Deadline: July 8, 2023 at 11.00 am</b>
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**Administrative Envelope:**

- Document proving the company's registration with the Ministry of Finance and document certifying the NUIT
- Document proving the company's registration with the Ministry of Industry and Commerce for the identification of the sector of activity (ALVARA')
- Latest document certifying that the company is up to date with payments to the Ministry of Finance for the payment of tax charges to employees.

**Economy Envelope:**

- The quotation must be prepared on company letterhead and signed by the Legal Representative, together with his valid identity document
- All tender documentation signed on every single page for acceptance.

**Art. 3: Basic price (BODY)**

The amount available **per net area to be set up** is fixed in **Metical 5.566.000,00 plus VAT** according to local current regulations. The set-up as described here will be awarded at the lowest quotation with guarantee to act in according to the indications, including technical ones, contained in all the tender documents. For security costs relating to the exercise of the activity carried out by the contractor, the contractor is still obliged to draw up its own evaluation document, pursuant to Legislative Decree no. 81/2008 and local legislation, 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. 4: 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. 5: 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 2023 edition of the works to be carried out by the awarded company are as follows

- start of assembly work from **August 1<sup>st</sup> 2023** to **August 23<sup>rd</sup> 2023**
- assembly work from **August 1<sup>st</sup> 2023** to **August 23<sup>rd</sup> 2023**
- assistance to exhibitors from **August 25<sup>th</sup> 2023** until the completion of all work for the inauguration;
- completion of all assembly work by **August 27<sup>th</sup> 2023**
- start of disassembly work: from **September 5<sup>th</sup> 2023**
- dismantling work from **September 5<sup>th</sup> 2023**
- completion of dismantling work from **September 5<sup>th</sup> 2023** to **September 10<sup>th</sup> 2023**

**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 to terminate the contract and may give rise to a claim for compensation for any damages suffered.

If the successful tenderer intends to request a deposit for the start of stand assembly work, the relative request must be sent by the company itself to the competent offices of FIERA MAPUTO for a maximum of 30% of the net value indicated in the quotation. ITA-Agenzia is not able to guarantee that this request will be accepted.

In any case, it is 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 winning company, with nothing to claim from the contracting station.

**Art. 6: Summary description of the works and services**

- Within 10 days of the final award of the tender, the winning 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, to carry out any modifications, after verification by the Director of Contract Execution.

- Realization of all the works and supplies foreseen in the final draft contract. Once the contract has been awarded, the ICE-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 the Director of the contract execution or of the Supervisor of the Procedure – RUP, 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.5;
- 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, e placement 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, 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 takes 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 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 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. 7 - Bonds of the awarded company**

The Training 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. 6 of these Special Specifications;
- to make, at no additional cost to ITA-Agency, any changes requested by the Fair Authority** as indicated in Art.6 of these Special Specifications;
- elaborate and subsequently send for approval to each individual exhibitor a personalized technical layout as indicated in Art.6 of these Special Specifications;
- prepare and deliver to the ITA-Agency, at least 45 days before the opening date of the exhibition, **a chronological plan for the implementation of the set-up work** including all phases from the preparation of the structures in the factory to transport, assembly and dismantling on site. In this regard, a series of visits may be made by the **Contract Execution Manager both during the** course of work at the plant and in any warehouses where materials are stored, to verify compliance with the above mentioned chronological plan. During these visits, the company awarded the contract shall also make available to the **Director of Contract Execution of the ITA** the samples of all the materials envisaged in the project, together with the necessary fire regulations compliance certifications. The samples and copies of the relative certifications may be taken by the **Director of Contract Execution**. A special report will be drawn up for each of these visits and will be signed by both parties;
- 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 immediately after they have been processed and in any case at least 25 days before the opening of the fair;
- assume all expenses prior to delivery or subsequent to redelivery 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 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. 8 - 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 contractor;
- **to pay 30% of the total amount of the contract** upon acceptance of the pavilion set up for the recognize ITA as the sole owner and user of the project during the contractual period Collective by the **Director of Contract Execution, subject to positive pre-testing by the same**, by preparing the "**Minutes of acceptance of the pavilion**", **upon presentation of a regular down payment invoice**;
- 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 the **Director of Contract Execution** and the **representative of the contractor**;
- pay the **balance, equal to the remaining 70% 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 ICE-Agency of the official certification of the APIEX 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 the **Single Proceedings Manager**. 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. 9 - 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 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.

The contractor will also apply for the necessary bank approvals from authorized banks. If, on the date of the operations, the Fair Authority only recognizes the ITA as the sole owner and user of the project during the contractual period, where applicable, the same customs and banking operations will be carried out by the recognize ITA-Agency as the sole owner and user of the project during the contractual period itself, but at the expense of the contractor.

**The contractor must compulsorily comply with the MOZAMBICO labour and labour regulations in force by completing and submitting all the documentation required by law. For all specifications please refer to the explanatory file attached to the tender documentation MOZAMBICO WORK REGULATIONS.**

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

ICE-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. 10 - Innovations and variants**

Innovations or variants may only be introduced on the instructions of the Director of Contract Execution and approved in advance by the Single Proceedings Manager 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 the Director of Execution deems it appropriate, the contractor shall restore the original pre-existing situation at the expense of the contractor. Should insignificant 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 the recognized ITA as the sole owner and user of the project during the contractual period Process Manager.

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

On the other hand, in the case of innovations, significant variants or customisations **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 for by the exhibiting companies that have specifically requested them.

### **Art. 11 - Definitive guarantees**

If required, for the conditions and methods of presentation of the provisional and definitive deposit, please refer to the provisions of the tender and/or tender documentation and to the provisions of Article 103 of Legislative Decree 56/2017

## **Art. 12 - 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. 5 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 will be charged to the exhibiting company, which in any case must be paid before the contractual deadline.
- a **penalty equal to 2%** of the total amount of the contract will be applied **for each of the elements as *structure, partition walls* considered to be inadequate**, assessed by means of a report drawn up by the execution manager, accompanied by a photographic survey and countersigned by the company awarded the contract, or such as to report manufacturing defects and/or characteristics other than those presented during the bidding process and/or damage resulting from incorrect storage to the point of being structurally and/or aesthetically unusable, calculating the unsuitable elements **starting from 2% of the overall total of the individual category items**;
- a **penalty equal to 1%** of the total amount of the contract will be applied **for each of the lighting elements considered unsuitable**, assessed by means of a report drawn up by the execution manager, accompanied by a photographic survey and countersigned by the company awarded the contract, or such as to show manufacturing defects and/or characteristics different from those presented during the bidding phase and/or showing damage resulting from a lack of careful storage to such an extent as to be structurally and/or aesthetically unusable, calculating the unsuitable elements **starting from 2% of the total**;
- a **penalty equal to 2%** of the total amount of the contract will be applied **for each of the display and furnishing elements as *tables, chairs, display column* considered to be inadequate**, assessed by means of a report drawn up by the execution manager, accompanied by a photographic survey and countersigned by the company awarded the contract, or such as to show manufacturing defects and/or characteristics other than those presented during the bidding process and/or damage resulting from improper storage to the point of being structurally and/or aesthetically unusable, calculating the unsuitable elements **starting from 2% of the overall total of the individual category items**;
- a **penalty will be applied equal to 1%** of the total amount of the contract **for each of the graphic elements (*suspended volumes, graphic panels, stand graphics, etc..*) considered to be inadequate**, assessed by means of a report drawn up by the execution manager, accompanied by a photographic survey and countersigned by the company awarded the contract, or such as to show manufacturing defects and/or characteristics different from those presented during the bidding phase and/or showing damage resulting from a lack of careful storage to the point of being structurally and/or aesthetically unusable, calculating the unsuitable elements **starting from 2% of the total amount of the individual category items**.
- For all other elements not indicated above, a penalty of 2% if considered them inadequate will be applied assessed by means of a report drawn up by the execution manager, accompanied by a photographic survey and countersigned by the company awarded the contract, or such as to show manufacturing defects and/or characteristics different from those presented during the bidding phase and/or showing damage resulting from a lack of careful storage to the point of being structurally and/or aesthetically unusable.



The penalties are applied, on the basis of the Director of Enforcement, by the person in charge of the proceedings in the final account.

In any case, the ITA-Agency reserves the right to claim compensation from the exhibiting company 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. 13 - 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. 14 - 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.

#### **Art. 15 - Jurisdiction**

For any possible controversy that may arise between ITA-Agency and the contractor, the competent court is exclusively that of Rome.

The Administrative Envelopes received will be opened July 10, at 9.30 am at ICE Maputo Office.

The Administrative Envelopes opening is open to the public only to Legal Representatives or Delegates of the Legal Representatives (with a proxy signed by the Legal Representative and a copy of the identity card). A reply will be given to the companies that have sent interest in participating in the tender.

With subsequent communication, this ICE Office will inform of the opening of the Economic Envelope

#### **THE COMPANY**

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***For express acceptance, pursuant to Article 1341 of the Italian Civil Code, of the clauses relating to articles:***

- 7 ("Bonds of the awarded company")***
- 9 ("Responsibilities and obligations of the awarded company with regard to***

***transport - Insurance and labour")***

- 10 ("Innovations and variants")***
- 11 ("Definitive guarantees") -***
- 12 ("Penalties") - 13 ("Commencement of contractual obligations and conclusion of contract") 14 ("Termination of contract")***
- 15 ("Competent Court") of these Specifications.***

**THE COMPANY**

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