

REFERENCE INSTRUMENT N° 42/2024 - CONSTRUCTION AND DISMANTLING OF STAND AT PROWINE SHANGHAI 2024

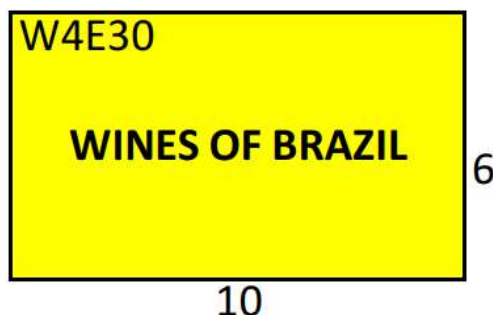
The Instituto de Gestão, Planejamento e Desenvolvimento da Vitivinicultura do Estado do Rio Grande do Sul – CONSEVITIS-RS, headquartered at Alameda Fenavinho, No. 481, Block 2, suite 301, city of Bento Gonçalves, RS, CEP 95703- 364, Tax ID 44.563.912/0001-47, aims to hire a company to provide construction and dismantling of stands.

1. JUSTIFICATION

This hiring is justified by virtue of Agreement No. 13-2/2024, signed by and between ApexBrasil and CONSEVITIS-RS, the contracting of a company responsible for construction and dismantling services for the Wines of Brazil stand at ProWine Shanghai 2024, from 12 - 14 / november/2024, which must include the following items:

2. PURPOSE OF PROVISION OF SERVICES

The Project's area (floor) at the fair will have 60sqmt, as shown in the image below:



Location and booth size:

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- 6,00m X 10,00m (60,00m²)
- Island, 04 sides open
- Hall W4 E30

Fairgrounds:

- ProWine Shanghai will take place at Shanghai New International Expo Center (SNIEC), from 12 - 14 / november/2024
Address: China, Shanghai, Pudong, 龙阳路2345号 邮政编码: 201204
- Website: <https://www.prowine-shanghai.com/en/>

a) Stand design

The stand design shall follow the guidelines according to the following video: https://drive.google.com/file/d/1m98gWKjqwes_uBNbjSc9OPUpVaXWEHez/view?usp=sharing

The space must have a warehouse located in the back of the stand and the 07 exhibiting counters shall be placed around it. Both warehouse walls and counters will have logos and images applied to them.

Counters:

- 06 counters, one for each winery; all of them must have a backlit front; internal space for storage; doors with lock and keys; at least one socket and a small hanging sign with the logo of the winery. 01 counter will be bigger because it will be for Wines of Brazil project.
- The material used must not leave marks on the counter as wines will be poured on its surface.
- Each counter must have 02 bar stools.
- The logos that must be applied on the counters can be found on the following link: <https://drive.google.com/file/d/13MoFXXYTo2pNGaOQa9iws1hZTopxVOYz/view?usp=sharing>



Image as reference for the wineries' counters.



Hanging sign

Consider a hanging sign at the top of the stand, where the Wines of Brazil identity should be applied. Ideally, we would like a square frontlet, but if the Fair doesn't allow, consider an aerial frontlet only in the front space. The hanging sign might be illuminated as the image below:



See below an image to exemplify the hanging sign of our stand at the ProWein 2024 (1) and images from other countries (2), which we based this design on.

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(1) Artwork of the Wines of Brazil stand at ProWein 2024



Wines of Brazil stand at ProWein 2024



(2) Other examples:



Discovery Table: For the wineries interested in sending products to the and that won't have any local representatives in the Fair. In this space, there will be a sommelier presenting and pouring the Brazilian wines for the visitors.

- The “Discovery Table” counter must have the graphic design in the front part and following the branding guidelines of the Wines of Brazil Project. It must be backlit as well.
- The back part of the space must have counters with keys.
- Ideal size: 5m X 3m.
- It is important to have sockets close by

Image as reference: Wines of Brazil at ProWein 2024



Warehouse:

- It must be located in the middle of the stand and all of the 04 walls must have images/logos applied.
- Must have a front door with lock and keys;
- Internal and external lighting to illuminate the images projected;
- 01 refrigerator;
- A back door with keys;
- Consider 10 coat hangers (hook shaped) that must be fixed to the walls so that people can hang their clothes.
- Inside the warehouse, consider shelves for storing / accommodating materials (they can be removable).
- Sockets inside and outside the warehouse.

The supplier must consider applying the Wines of Brazil Project logo on the outside, as well as on the rest of the walls and ceiling. Our idea is to have some maps, infographics and Brazilian images on illuminated panels.

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Images of our stand at ProWein 2023



Concept art of Wines of Brazil stand at ProWein 2024.



General information

- The supplier must be responsible for the cost of assembly and disassembly, as well as all fair fees. In addition, the supplier must keep one representative

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as support person throughout the event in case of any repairs that may be necessary during the fair.

- Also consider a cleaning staff after the stand is finished so that it is clean for the start of the fair.
- Electricity, water and lighting points must be included in the budget as well as all taxes for construction requested by the organization.

Supplies:

- Coffee maker and 50 capsules per day (150 capsules in total for the 03 days of the fair). Also include sugar, napkins, disposable cups and spoons;
- 60 - 500ml water bottles or 30 - 1L water bottles;
- The booth must be clean before the event starts;
- Wi-fi network for 15 simultaneous users;
- Larger bins for storage and garbage bags for the 04 days of the fair, as well as smaller bins for the winery counters, Discovery table and the Brazilian Embassy counter.
- Include any insurance that the fair requests;
- A person from the supplier company must be present on site for the duration of the Fair, from November 10th to 15th to monitor the construction of the stand.
- All counter doors must have key locks.

3. TERM

The term shall be valid from the date of its signing and will be valid until the end of the fair, after the complete disassembly and removal of the stand, provided that the obligations and duties assumed by the parties are fully complied with.

4. FINANCIAL PROPOSAL

The financial proposal must be submitted in USD dollars according to this Reference Instrument and must contain the following details:

- a) Company name, Unique Taxpayer Reference, address, telephone number and email address;



- b) Description of the aforementioned purpose;
- c) Quantity of items/services to be provided;
- d) Proposal issue date;
- e) Legible name and signature of legal representative;
- f) Amount and payment method. The financial proposal must be submitted in “USD” according to this request. The amount indicated must include expenses of any kind, whether arising from the full execution of the agreement or of a tax, labor, social security, travel, food and accommodation nature.

5. FORM AND DEADLINE FOR RECEIVING FINANCIAL PROPOSAL

The financial proposal must be sent to the following email addresses rafael@winesofbrazil.com.br and rodolfo@winesofbrazil.com.br until **September 26th of 2024 at 06:00 (Brazilian time)**.

Further information can be requested via email: rafael@winesofbrazil.com.br

6. SELECTION CRITERIA

The financial proposal must be submitted according to this Reference Instrument and must contain the following details:

In order to select the company that best suits the demand, technical requirements are defined in order to guarantee the provision of services with the necessary level of quality. Therefore, the contracted company must meet the requirements below, each of which will have a score and weight in the decision-making process, as follows:

- a) The company must have previous experience in assembly and disassembly stand services;
- b) Qualified/experienced work team for planning and executing the service;
- c) Adequacy to this request for proposal and the established technical requirements.

Suppliers shall not be accepted in the following cases:



- a) The company is in default with CONSEVITIS-RS or the company and/or its partners do not have good fiscal and legal standing at the time of qualification, hiring and/or during the course of the agreement.
- b) Companies suggested by full-time CONSEVITIS-RS employees, as well as their relatives up to the third degree.
- c) Companies that have as partners politically exposed people, people in disputes with the Public Administration (Federal, State and/or Municipal) or involved in facts related to crimes against the financial order, public administration or the environment, crimes related to work conditions, embezzlement, corruption and any other facts classified as crimes that may discredit them.

7. PUBLICATION OF RESULT

At the discretion of CONSEVITIS-RS, all decisions shall be published on the CONSEVITIS-RS website (www.consevitis-rs.com.br) or by any other means that allows for unequivocal proof of receipt of communication.

The results shall be published within 10 (days) after the date when the proposals were submitted.

8. DOCUMENTS AND FORMALIZATION OF THE AGREEMENT

Under penalty of immediate disqualification, the winning company must, within 20 (twenty) days after the confirmation e-mail is sent by CONSEVITIS-RS, submit the documents below:

- a) At least 02 (two) certificates of technical capacity, issued in the name of the bidder by a legal entity governed by public or private law existing for more than 6 (six) months, attesting that the company has performed similar services and is capable of performing activities that are pertinent to and compatible with the purpose of this Reference Instrument.
- b) Its articles of incorporation;
- c) Unique Taxpayer Reference;
- d) Document proving who its legal representative is.
- e) Statement attesting that the company does not have, in its corporate structure





and/or management, a spouse, partner or direct or collateral relative, by blood or affinity, up to the third degree, with managers or employees of the CONSEVITIS-RS and the entities that make up the institute, regardless of their employment relationship.

After analyzing the aforementioned documents, CONSEVITIS-RS shall send the Agreement to the winning company.

9. PAYMENT METHOD

According to Apex-Brasil's practice and regulation for contracts, the payment of expenses shall be made 50-50.

The first 50% by the end of October (before the start of the fair) and the final 50% will be paid in November, after the fair is over and dismantlement is completed.

Payments will be made by issuing an Invoice, completed in accordance with the guidelines of the CONSEVITIS-RS team. Payments won't be made in the absence of any of these documents.

The invoice/bill issued by the contractor company must contain a detailed description of the services provided, in accordance with the purpose of the agreement and the details of the agreement to be obtained from CONSEVITIS-RS.

The Invoice must present the following information: "Serviço de montagem e desmontagem – Prowine Shanghai 2024 | CONVÊNIO APEX-BRASIL / CONSEVITISRS CV N° 13-2/2024 PS CONSEVITIS-RS 2023-2025".

10. SERVICE ASSESSMENT

CONSEVITIS-RS will have the right to thoroughly inspect the provision of services covered by this instrument, even though its representatives, with the following main duties:

- a) Require the CONTRACTOR to strictly comply with the stipulations of this Reference Instrument and the Agreement and with the best techniques

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established by custom for the execution of the services covered by this Instrument.

- b) Require the CONTRACTOR to carry out, correct, or redo faulty services.
- c) Control the conditions for the provision of services, agreeing with the CONTRACTOR any changes following execution that are deemed convenient or necessary, and control such conditions in order to require the latter, in the event of delay in services, to adopt a different work regime.
- d) Provide permanent assistance to the provision of the services by interpreting and solving any problems that may arise.
- e) Forward to the CONTRACTOR any communications that may be necessary in relation to the inspection and control of the services provided.
- f) Attest to the execution of services relating to the tax document to be submitted.
- g) Prove tax, social security and labor good standing, without prejudice to complying with requests from the CONTRACTING PARTY. Inspectors shall also be responsible for defining the deadlines for complying with the demands made.

11. GENERAL PROVISIONS

The deadlines set out in this instrument are non-extendable and shall run on calendar days.

The CONTRACTOR must comply with current legislation. Any employees and/or representatives of the contractor company shall not have any employment relationship with CONSEVITIS-RS, with all labor, social security, fiscal and tax obligations being the sole responsibility of the company to be hired.

The contractor company must maintain absolute secrecy and confidentiality regarding any information, data, processes, formulas, codes, records, flowcharts, logical diagrams, devices, models or other materials owned by CONSEVITIS-RS to which it has access as a result of the provision of the services.

The amount/price shall remain fixed and non-adjustable during the term.



CONSEVITIS-RS is not responsible for bearing any debts, payments or advance payments with suppliers that the bidder may have.

The name and/or identity of CONSEVITIS-RS, the Government of the State of Rio Grande do Sul and Apex Brasil cannot be used by the bidders to benefit themselves in any way whatsoever.

It may not provide services that involve any conflict of interest with the purpose hereof.

Among others to be contractually provided for, the CONTRACTED PARTY's obligations shall be the following:

- a) Perform all services related to the purpose and found in the Reference Instrument of this agreement.
- b) Provide clarifications to CONSEVITIS-RS on any discrediting acts or facts involving the winning bidder, its partners and/or representatives, regardless of request to do so.
- c) Maintain, during the execution of this agreement, all the qualification conditions required for hiring.
- d) Comply with all relevant federal, state and municipal laws and regulations and be responsible for all losses resulting from non-compliances to which they have given rise, as well as, when applicable, foreign legislation in relation to services performed or distributed abroad.
- e) Be fully responsible for social, labor, social security, tax, commercial, civil (including indirect and off-balance sheet) and other obligations pertinent to the purpose of the agreement.
- f) Be liable to CONSEVITIS-RS and suppliers for any losses and damages resulting from delays in relation to the deadlines agreed upon, as well as for any fault or willful misconduct in carrying out the services for which it is responsible.
- g) Be liable for damages resulting from the execution of this agreement caused by its employees, agents or contractors, to CONSEVITIS-RS, as well as third parties, as a result of contractual or extra-contractual, subjective or objective liability, without prejudice to the assumption of responsibility for any legal action

initiated by third parties, including, but not limited to, labor actions due to facts arising from the execution of the agreement.

- h) Immediately bring to the attention of CONSEVITIS-RS any extraordinary or abnormal facts that take place during the execution of the purpose of the agreement so that appropriate measures may be taken.

12. PENALTIES

Without prejudice to immediate termination in the event of non-performance or delay regarding the services provided, the CONTRACTOR shall be subject, for failures, irregularities or non-compliance with stipulated deadlines, to the following penalties, either separately or cumulatively:

- a) Written warning.
- b) Fine of 10% (ten percent) of the estimated value of the agreement, duly adjusted, for non-compliance with any clause of this instrument and of the agreement.
- c) Interest of 1% (one percent) per month on the estimated value of the agreement, from default until fulfillment of the obligation.

13. OBJECTION

A period of up to 05 (five) days from the date set for the result shall be granted for objection, under penalty of estoppel.

Bento Gonçalves/RS, September 16th of 2024.

INSTITUTO DE GESTÃO, PLANEJAMENTO E DESENVOLVIMENTO DA
VITIVINICULTURA DO ESTADO DO RIO GRANDE DO SUL (CONSEVITIS-RS)
LUCIANO REBELATTO
PRESIDENT