

REFERENCE INSTRUMENT N° 50/2024

AGREEMENT N° 13-2/2024

STAND ORGANIZATION AND RECEPTION SERVICES AT PROWEIN DÜSSELDORF 2025

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 responsible for stand organization and reception services.

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 stand organization and reception services for the Wines of Brazil stand (Location: Hall 12/B130) at ProWine Düsseldorf 2025, from 16 to 18 of march/2025, which must include the following items:

2. PURPOSE OF PROVISION OF SERVICES

The contracted company must assist the Wines of Brazil team for 05 days – from March 15th to 19th. The team must be available and in person at the stand from 08:00am to 07:00pm. On the 15th, the team will be helping to organize the booth, receiving promotional materials, organizing and storing the wines in the refrigerators, checking the stand setup and assisting any winery that may need support.

The company must be responsible for:



a) Regular staff:

- Four (04) bilingual receptionists (Portuguese-English) at the stand from March 16th to 18th for welcoming guests, serve and prepare the catering, scanning badges and any other services related that might require support;
- Three (03) receptionists from March 15th to 18th, responsible for manual work, such as collecting and cleaning glasses and spittoons from the tables, refilling ice on the ice buckets, etc.;
- One (01) person for the kitchen from March 15th to 18th, responsible for the specific part of the warehouse that has a mini kitchen, catering related services;
- One (01) general coordinator from March 14th to 19th who will be responsible to coordinate the entire team – this person must be present at the booth from the opening until closing hours of the Fair to directly support and be in touch with the Wines of Brazil team. Also the person in charge must speak German.

The team will also be responsible, together with the Wines of Brazil team, to receive contact cards from potential buyers visiting the stand to share with the wineries. As we have a short staff, the staff might need helping the wineries at their booths while they are out.

b) Translator:

The contractor must hire 02 (two) Portuguese to English Interpreters to support the Brazilian exhibiting wineries. They will stay next to the speaker to do the translation.

- The translator will be called upon according to the needs of each winery during the fair and will need to translate information about the wineries, international negotiations, pricing, among others, in real time;
- The professional must be fluent in both languages and have experience in interpretation services, having skills in the source language and the target language alike;
- No equipment will be required;
- Transportation, parking, accommodation and meals must be included in the service price and will be the responsibility of the contractor.

There will be from 6 to 10 wineries at the Brazilian stand and half of them would require the services whenever an English speaker meets them.



c) Photography and video services:

The supplier will be responsible for hiring photography and video services for the Wines of Brazil stand at the Fair and must consider:

- One day work on March 17th, from 10:00am to 6:00pm to take photos and make official videos of the event that will be used on social media and promotion. The videos might be produced in takes as it will be used to produce reels by our advertising agency.
- The service on March 17th is booked by Wines of Brazil, following exclusively the Wines of Brazil briefing.
- A set of five (05) photos selected by Wines of Brazil must be delivered on the same day, the other 30 photos and videos must be delivered on March 22th.
- In total, the company might provide 30 photos and 30 video takes.

d) Catering services:

The supplier will be responsible for providing or hiring catering services for the 03 days of the Fair (March 16th to 18th), which must include:

- 30 (thirty) sandwiches to be delivered at the stand each day at 12:00am/pm and 30 (thirty) sandwiches each day at 4:00pm. The lunch meals are solely for the Brazilian wineries/team;
- Cube cheeses and fresh bread for the exhibitors all day long;
- 30 (thirty) snacks prepared in packs for an “end-of-day snack”, with at least 01 bag of mixed nuts, 01 chocolate and 01 juice. This package will serve as snack during the afternoon exclusively for the Brazilian wineries/team/
- 50 bottles of water of 500ml per day
- Nespresso coffee machine (minimum of 70 capsules per day) with disposable mixers and cups, sugar, sweetener, milk and two flavors of tea
- The company will be responsible for storing and serve the food;
- All kitchen maintenance, including cloths, cleaning products, alcohol gel, gloves for daily cleaning the counters;
- 10 (ten) bottles of hand sanitizer;



- Larger bins and garbage bags for the 03 days of the fair, as well as smaller bins and garbage bags for the winery counters and Discovery table and general cleaning products and equipment (bucket, broom, etc.)

e) Media services:

The supplier will be responsible for prospect buyers and journalists for the stand Wines of Brazil and the Masterclass Wines of Brazil held into the fair:

- During the fair, the team will be responsible for inviting the fair guests to watch the masterclass Wines of Brazil, delivering flyers to them.
- The company must make a previous invite to the sector and guarantee at least 20 people at masterclass;
- The company must make a previous invite to the sector and guarantee at least 10 buyers contacts that will be provided by the company. We expect that those 10 buyers come to the Wines of Brazil stand to visit.

It won't be necessary to include cleaning at the stand as this service is already included in the hiring of the construction/dismantle supplier. However, the team might be available to make general cleaning if necessary. As it is a wine fair, the team will need to check if the counters need cleaning during the day.

3. TERM

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

4. FINANCIAL PROPOSAL

The financial proposal must be submitted in EURO 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 “EUR” 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 December 18th of 2024 at 06:00pm (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.

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;
- f) Declaration that the company complies with the Brazilian General Data Protection Law (LGPD), Law nº 13.709/2018.

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% shall be paid before the start of the fair (on February) and the final 50% will be paid after the Fair is over and the services are completed (late March / early April).

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: “Serviços no Exterior de Organização/Contratação de Feira – Prowein Dusseldorf 2025 | 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 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, december 04th of 2024.

Instituto de Gestão, Planejamento e Desenvolvimento da Vitivinicultura do Estado do Rio
Grande do Sul (CONSEVITIS-RS)
Luciano Rebelatto
President