REQUEST FOR PROPOSAL – RFP SOUTH AMERICA 003/2021-GEF

Brasilia, October 18th, 2021.

Dear Sir/Madam,

We have the honor to present the AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DO TURISMO – EMBRATUR [Brazilian Tourism Board], an Independent Social Service, instituted in accordance with Law nº 14.002, of 2020, with its head office at SCN, Quadra 2, Bloco G, Bairro Asa Norte, Brasília, Distrito Federal, CEP 70.712-907, Brazil.

Embratur works to promote Brazilian destinations and tourism services abroad, and to attract foreign tourists to our country. Its mission is present to the world a Brazil of incredible and sustainable destinations, fostering the country's economic and social development. For additional information, please visit the website www.embratur.com.br.

In this regard, we, hereby, inform that Embratur is interested in hiring ON DEMAND, fairs and events organization services for a period of twelve (12) months in South America.

Considering this, Embratur kindly invites your company to submit a proposal concerning the services/goods detailed in the attached Terms of Reference.

The proposal(s) must be <u>signed/stamped</u> by the official representative of the company and submitted to Embratur by electronic mail to <u>rfp@embratur.com.br</u>, until November 2th, 2021.

Any questions or inquiries shall be submitted to rfp@embratur.com.br and must be cleared before the formal rendering of the proposal. All written questions and inquiries will be answered in writing.

André Luiz Lira Reis

President of RFP Commission

TERMS OF REFERENCE

1 OBJECT

- 1.1 Through this Request for Proposal, Embratur intends to select one experienced company (in this document referred to as **PROPONENT** or **SELECTED COMPANY**) to provide, **ON DEMAND**, fairs and events organization services for a period of 12 (twelve) months.
- 1.2 The above mentioned services <u>shall be performed in SOUTH AMERICA</u> (all countries including Brazil).
- 1.3 Products and services herein mentioned are explicitly described in Annex I Pricing Chart.

2 SERVICES SPECIFICATIONS

- 2.1 The services provision, according to Embratur's demand, includes the items listed below and detailed in Annexes I, II and III:
 - 2.1.1 Assembly, maintenance and dismantling of the Brazilian pavilion/booths: installation of the companies' booths, institutional area and common use areas of the Brazilian pavilion, according to the architectural design;
 - 2.1.2 Maintenance of the assembled structure during the fair period, according to Embratur's needs. The selected company must guarantee that all the assembled structure (such as lighting, IT equipment and any other demands included) will fully work during the event without the need of hiring technical support during the event;
 - 2.1.3 Human Resources recruitment: receptionists, waiters/waitresses, chef, kitchen assistants, staff to display and/or hand out promotional material during the fair, translators, among others (preferably Brazilian staff);
 - 2.1.4 Consumables supply during the event, as required;
 - 2.1.5 Venues and transportation rent;
 - 2.1.6 Ingredients supply, as required, for menus and food preparations, as suggested by the chef and previously approved by Embratur;
 - 2.1.7 Promotional material supply (artwork to be provided by Embratur); and
 - 2.1.8 Technological resources for hosting online and/or hybrid (blended) events.
- 2.2 The technical advisory activities, that should be provided by the PROPONENT, comprehend, also:
 - 2.2.1 To plan the event according to Embratur's demand(s);
 - 2.2.2 Elaborate budgets within the deadlines established in this RFP and according to the approved and hired Pricing Chart;
 - 2.2.3 To plan, execute and monitor all stages of events' production, regardless of the event size;
 - 2.2.4 Indicate the name and the contact of the proponent employee in charge of each event who

will be present and available for each demand/event. *The cost referred to the employee in charge of each event (daily rates, logistic costs, among others) will be under the **PROPONENT** responsibility; and

- 2.2.5 To comply with the administrative procedures for formalization and payment of the demands.
- 2.3 The types of events that can be requested by Embratur through Service Authorizations include:
 - 2.3.1 Fairs, Expositions and Exhibits: events that bring together many enterprises and partners, divided into tourism segments, with exchanges of experiences and knowledge about the products/services of each exhibitor;
 - 2.3.2 Seminars/Congresses: presented in the form of an informational, argumentative or instructive dialogue, such as lectures, panels or roundtables, in a predetermined period;
 - 2.3.3 Workshops: gathering of people from the same trade sector or with the same interests, in which the speaker demonstrates his/her experience and develops the theme addressed alongside the participants;
 - 2.3.4 Business rounds: events that allow the direct contact between enterprises with related or complementary interests and entrepreneurs, researchers, representatives of professional and government associations, among others;
 - 2.3.5 Courses: training of people within a trade sector or with common interests, seeking improvement and innovation of their work, through counseling, lectures and handouts with specific duration;
 - 2.3.6 Lectures: conversations, conferences or discussion on a given subject, where a special guest exposes their knowledge about the subject;
 - 2.3.7 Institutional meetings and gatherings: activities that aim to bring together groups of various institutions, partners or not, with the intention to develop or improve a given activity together; and
 - 2.3.8 Online and/or hybrid (blended) events: events that can be in any of the types previously described but which also includes infrastructure for online transmission of all or partial events, enabling remote participation of interlocutors or customers.

2.4 THE PROPONENT should be aware that:

- 2.4.1 Embratur will not assume any costs of tickets, accommodation or daily rates of staff and/or representatives, including the employee of the **SELECTED COMPANY** in charge of the event, even for events or planning meetings. Those costs must be considered in the proposal submission.
- 2.4.2 Whenever it is necessary, including when originated by partnerships made by Embratur's team, Embratur reserves the right to hire or to request the SELECTED COMPANY the hiring of some services/professionals, such as venues rent, chef du cuisine, artistic presentations, advertising material, among others, even though they are specified in the pricing chart, if demonstrated essential for the event's necessities and more advantageous financially to the Agency, without any compensation to the supplier, besides the reimbursement of the referred costs, without any kind of commission, admin fee or additional

fee.

- 2.4.3 In the same way, and if it is mandatory to the event implementation, the **SELECTED COMPANY** can be demanded by Embratur, on duly justified grounds, to provide some "not priced items", in other words: *items that were not specified in the pricing chart,due to the inability to preview them at the hiring moment. In this case, the company must present three separate quotations, which will be submitted to the technical area approval. Such "not priced items" should be related to the services provided by the agreement.*
- 2.4.4 If the foresaid situation happens, Embratur will pay the lowest price among the presented quotations, without any kind of commission, admin fee or additional fee.
- 2.4.5 In case of: extraordinary taxes or fees (such as electrical fees, water fees, plumbing, material handling, hanging points); additional services performed by exclusive suppliers (usually in fairs); or any insurances required by the fair official organizer, **the payment responsibility for those items will be of the PROPONENT**. The amounts must be previously authorized by Embratur and will be reimbursed to the **PROPONENT** after the end of the show or trade fair, without any kind of commission, admin fee or additional fee.
- 2.4.6 The **SELECTED COMPANY** is not allowed to perform any kind of adaptation, without Embratur's approval, in the layout of the Brazilian pavilion/booths or in any event, so it can remain coherent with the architectural design.

3 PAST EVENTS IN SOUTH AMERICA REGION DURING 2018, 2019 and 2020:

FAIRS 2018						
EVENT	Start date	End	CITY	COUNTRY		
Vitrina Turistica ANATO	21/02/2018	23/02/2018	BOGOTA	COLOMBIA		
FIEXPO Latinoamérica	04/06/2018	06/06/2018	SANTIAGO	CHILE		
FIT América Latina Feria Internacional de Turismo de America Latina	29/09/2018	02/10/2018	BUENOS AIRES	ARGENTINA		
FITPAR Feria Internacional de Turismo del Paraguay	12/10/2018	14/10/2018	ASSUNCIÓN	PARAGUAI		
FAIRS 2019						
EVENT	Start date	End	CITY	COUNTRY		
Vitrina Turistica ANATO	27/02/2019	01/03/2019	BOGOTA	COLOMBIA		
FIEXPO Latinoamérica	10/06/2019	12/06/2019	SANTIAGO	CHILE		
FIT América Latina Feria Internacional de Turismo de America Latina	05/10/2019	08/10/2019	BUENOS AIRES	ARGENTINA		
FITPAR Feria Internacional de Turismo del Paraguay	11/10/2019	13/10/2019	ASSUNCIÓN	PARAGUAI		

FAIRS 2020						
EVENT	Start date	End	CITY	COUNTRY		
Vitrina Turistica ANATO	26/02/2020	28/02/2020	BOGOTA	COLOMBIA		
FESTURIS Gramado	05/11/2020	08/11/2020	GRAMADO	BRAZIL		
São Paulo Boat Show	19/11/2020	24/11/2020	SÃO PAULO	BRAZIL		
Visit Pernambuco Travel	30/11/2020	02/12/2020	PORTO DE	BRAZIL		
Show	30/11/2020		GALINHAS			
Festival das Cataratas	02/12/2020	04/12/2020	FOZ DO IGUAÇU	BRAZIL		

<u>Note1:</u> The PROPONENT <u>must submit prices for all items in Annex I – Pricing Chart.</u>

<u>Note2:</u> Embratur may make changes in the booth measures and in the estimated quantitative informed in Annex I – Pricing Chart.

<u>Note3:</u> The number of past events listed above <u>does not generate, in any way</u>, an obligation and/or responsibility for Embratur. They might increase or diminish.

<u>Note4:</u> The number of past events listed above should be used as expectation reference for 2021 and 2022 future events, although, as mentioned above, they do not generate, in any way, an obligation and/or responsibility for Embratur. They might increase or diminish.

<u>Note5:</u> The **PROPONENT** will be previously informed by Embratur about the estimated audience and specific demands for each event with enough time for preparation for it (regarding the deadlines mentioned in item 4.1).

Note6: The events venues will be defined together with Embratur.

<u>Note7:</u> For proposal submission, please refer to the **Annex I – Pricing Chart**.

4 DEADLINES

- 4.1 The PROPONENT must consider the following deadlines and definitions:
 - a. **Small events**: Conferences, seminars, congresses, workshops, business roundtables, trainings, courses, lectures and ceremonies, up to 100 participants (Supply Order will be issued by Embratur, at least, **ten (10) calendar days** before the event);
 - Medium events: Conferences, seminars, congresses, workshops, business roundtables, trainings, courses, lectures and ceremonies, 101 up to 500 participants (Supply Order will be issued by Embratur, at least, twenty (20) calendar days before the event);
 - c. Large events: Conferences, seminars, congresses, workshops, business roundtables, trainings, courses, lectures and ceremonies, above 500 participants, (Supply Order will be issued by Embratur, at least, thirty (30) calendar days before the event).

Note: If Embratur does not observe the deadlines indicated in letters "a", "b" and "c" above, an incremental percentage of up to 10% per day of delay will be negotiable, until the maximum of 30%, due to the possibility of an increase in the costs of the **SELECTED COMPANY**, the urgency and the short timingto meet the demand. Therefore, it is reiterated that the **SELECTED COMPANY**'s obligation to perform the events will remain, unless proof of impossibility is met, under penalty of applying the applicable penalties provided for the Contract instrument.

- 4.2 Before the rendering of the services:
 - a. **Small events:** After receiving the event briefing, the **SELECTED COMPANY** must send to Embratur, within **two (2) working days**, the overall values and the event planning, venue indication, in accordance with the agreement rules and the items listed on Annex I Pricing Chart, which is an integral part of the contract;
 - b. **Medium events:** After receiving the event briefing, the **SELECTED COMPANY** must send to Embratur, within **five (5) working days**, the overall values and the event planning, venue indication, in accordance with the agreement rules and the items listed on Annex I PricingChart, which is an integral part of the contract;
 - c. Large events: After receiving the event briefing, the SELECTED COMPANY must send to Embratur, within seven (7) working days, the overall values and the event planning, venue indication, in accordance with the agreement rules and the items listed on Annex I Pricing Chart, which is an integral part of the contract.

5 CANCELLATION

5.1 The events may be cancelled by reasons of: readjustment of the participant's agendas, business orpolicy strategy modification, public security, health problems of some of the people directly involved

with the event, unforeseeable circumstances or force majeure, or due to any other plausible justification.

- 5.2 In case of cancellation, the **SELECTED COMPANY** shall return the amount already paid by Embratur. The **SELECTED COMPANY** may deduct from this amount the expenses incurred by properly evidence. If there is no amount paid by Embratur to the **SELECTED COMPANY**, Embratur might reimburse the **SELECTED COMPANY** for any evidenced and reasonable expenses incurred, since the services have been previously approved by the Agency.
- 5.3 In case of change of dates, it will be the **SELECTED COMPANY**'s responsibility to find out, by consulting its suppliers, what items/services may be transferred to new dates at no cost to Embratur, which will be responsible for covering all values of the services that are not viable to be postponed and that have already been funded by the **SELECTED COMPANY**. In case of changes in the values informed to Embratur, provided the Service Authorization has been signed, Embratur shall bear the costs proven to have already been funded.

6 OUTSOURCING

- 6.1 Total or entirely outsourcing of the services is not permitted. Partial outsourcing of third parties mayoccur only if it has been previously authorized by Embratur, remaining the **SELECTED COMPANY** the only and exclusive responsible for the outsourced suppliers' coordination, to respond and to contact Embratur and to keep the quality requirements. Whenever Embratur considers appropriate, it may request the **SELECTED COMPANY** to provide the outsourced suppliers' documents and/or additional information, proving their technical capacity.
- 6.2 The services below <u>CANNOT</u> be outsourced:
 - 6.2.1 Pre-operational activities, consisting in all dealings with Embratur, prior to the completion of the exhibition/event/promotional action until the issue of the Service Authorization;
 - 6.2.2 The employee of the **SELECTED COMPANY** in charge of the event will respond by the services execution and will represent the **SELECTED COMPANY** during all the phases of the project (from the beginning of assembly until its dismantling, including maintenance). The employee of the **SELECTED COMPANY** in charge of the event should be available onsite during the whole fair/event/mission. This employee will be responsible for all communication with the representative of Embratur designed to monitor the fair/event/mission and all costs referred to the participation of this employee on the event will be under the SELECTED COMPANY responsibility; and
 - 6.2.3 Post-operating, which consists of a final delivery of the services requested, after the conclusion of the exhibition/event/mission.
- 6.3 SELECTED COMPANY's obligations:
 - 6.3.1 Demand to its suppliers to comply with the eligibility requirements and all the contractual rules. Whenever Embratur considers appropriate, it can request the **SELECTED COMPANY** any document related to the subcontracting;
 - 6.3.2 Entirely responsibility for contractual perfect execution and for carrying out the supervision and coordination of its suppliers' activities;

6.3.3 Be fully responsible for any possible administrative and/or judicial inquiries related to its suppliers' outsourcing contracts.

7 CONTRACT

- 7.1 Once the selection process is ended, the **SELECTED COMPANY** will be required to sign a SERVICE AGREEMENT (On Demand Basis) with Embratur.
- 7.2 The agreement shall remain in effect for twelve (12) months from its effective date.
- 7.3 In case of mutual interest or necessity, the agreement shall be automatically renewed for a maximum period of sixty (60) months, under the same conditions and without the need of any written amendments. In the aforementioned situation, e-mail messages shall be sufficient to bind the parties. Any substantial other amendments of the contract shall only be effective if in writing and signed by an authorized signatory of the **SELECTED COMPANY** and Embratur, unless stated otherwise.

8 PRICE REVIEW

8.1 In case, and not more than once during a twelve (12) months period, the **SELECTED COMPANY** believes that the prices no longer represent an appropriate cost for the services/goods rendered, the **SELECTED COMPANY** may request in writing for a good faith negotiation with Embratur.

9 TECHNICAL REQUIREMENTS AND SELECTION CRITERIA

- 9.1 Minimum criteria for application:
 - 9.1.1 The company must have a head office, a branch or a local office (own office) in South America.
 - 9.1.2 The **PROPONENT** must confirm previous experience in events organization within the South American countries, through the presentation of the **PROPONENT**'s profile and customers portfolio;
 - 9.1.3 Demonstrate (by portfolio presentation, technical capacity statements provided by other clients, photos or other suitable means) technical ability to perform the services within the South American countries, with the quality and operational capacity required in this RFP;
 - 9.1.4 The **PROPONENT** must present proof of having executed the minimum quantities of events demonstrated in the table below in, at least, three South American countries (preferably in Argentina, Colombia, and Brazil), in the last 36 months, due to the need of guaranteeing the expected quality in the delivery of the events performed by Embratur:

Size of the event	Quantity of events
Small	1
Medium	1

Large	2
-------	---

9.1.5 Besides the local language, the **PROPONENT** must provide at least one employee, who will be incharge of the event, fluent in English or Portuguese. This employee will respond for the services execution and will represent the **PROPONENT** during all phases of the project, including assembly, maintenance and dismantling. The cost referred to the proponent employee in charge of each event (daily rates, logistic costs, among others) will be under the **PROPONENT** responsibility. The proponent employee in charge of the event, who should be available on site during the whole fair/event/mission, will be responsible for all communication with the representative of Embratur designed to monitor the fair/event/mission. The proponent employee in charge of each event must be a formal employee of the **PROPONENT** and this request must be evidenced by a statement to be sent with the professional's curriculum vitae.

9.2 Selection criteria:

Award shall be made to the PROPONENT whose proposal complies with all mandatory specifications and requirements of this RFP and is the <u>lowest and best proposal</u>, <u>considering price</u>, <u>responsibility of the PROPONENT and all evaluation criteria specified in the RFP and in this Terms of Reference or any subsequent negotiations</u>.

10 PROPOSAL PRESENTATION

- 10.1 The proposal must be <u>signed/stamped</u> by the official representative of the **PROPONENT** and submitted to Embratur by electronic mail to <u>rfp@embratur.com.br</u>, <u>until_11:59 p.m.</u> (Brasilia, Brazil Time Zone), November 2th, 2021.
- 10.2 The signed/stamped proposal by its proven legal representative should necessarily contain:
 - I. **PROPONENT** profile/working team for the events/projects to be requested;
 - II. The minimum criteria for application (item 9.1 above);
 - III. Signed/Stamped General budget, according to Annex I Pricing Chart, <u>submitted</u> by e-mail in PDF format with a copy in Excel format;
 - IV. Bank Data for International Wire Transfer (bank account number, swift number, bank name and address).
 - V. Name of the official representative of the supplier who is empowered to sign contracts on behalf of the company.
- 10.3 The proposal must include <u>costs per item in American DOLLAR (US\$)</u> and present <u>FINAL OVERALL PRICE in American DOLLAR (US\$)</u>, including all taxes and services fees.
- 10.4 It is not allowed to the **PROPONENT** to make any changes on the electronic Excel/Word file formats, their content or descriptions, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored.
- 10.5 Price quotes shall include any necessary service/good to be provided by the **PROPONENT** (even if such services/goods are not expressly enumerated) in order to ensure a satisfactory fulfilment of the

agreement, as well as any other expenses, if necessary, incurred by the selected company, e.g. travel, accommodation, daily subsistence, telecommunication, postal charges.

- 10.6 The **PROPONENT** shall present prices consistent with the market. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the mechanism of RFP judgment may cause the **PROPONENT** to be disqualified. Embratur shall be the sole judge of whether a proposal complies with the requirements of this solicitation and the merits of such proposal.
- 10.7 In preparing their proposal, respondents are to consider all risks, contingencies and other circumstances related to the delivery of the requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies;
- 10.8 The proposal shall remain open and valid for a period of at least 60 (sixty) days from the designated closing date indicated for receipt of proposal in the RFP. **Please state in your proposal that it will remain valid for this period.** Once your proposal is accepted during this period, the price quoted in your proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP.
- 10.9 By submitting the proposal, the PROPONENT declares its technical/operational ability to perform the services/supply of goods. Nonetheless, it does not exclude Embratur's evaluation based on the selection criteria.
- 10.10 Any questions or enquires must be submitted to <u>rfp@embratur.com.br</u> and must be cleared before the formal rendering of the proposal.

Please note that all messages and proposal must addressed to:

RFP SOUTH AMERICA 003/2021-GEF

11 BEST AND FINAL OFFERS (BAFO)

- 11.1 After completion of the commercial evaluation of the technically compliant Proposals, Embratur may decide, after sound professional judgment, to obtain, **in just one round of negotiations**, Best and Final Offers (BAFO) from the qualified and compliant **PROPONENTS**. The **PROPONENT** participating in the BAFO stage shall include the lowest bidder and those proposals up to fifteen per cent (15%) above the lowest bid.
- 11.2 If it is *not possible to obtain at least 3 (three) quotations* within 15% of the lowest proposal, the **PROPONENTS** that have submitted the lowest bids, up to a maximum of three (3) **PROPONENTS**, may take part in the BAFO stage. Those **PROPONENTS** that qualify for that stage shall submit new proposals, starting from the lowest price offered in the occasion of the proposal presentation (item 10).
- 11.3 There is no obligation on the part of Embratur to request Best and Final Offers from any or all the **PROPONENTS** responding to the RFP. Furthermore, Embratur shall not request, in any case, BAFO from **PROPONENTS** whose Proposals were technically disqualified.
- 11.4 After receiving Embratur formal request, PROPONENT'S may elect not to submit a proposal for the BAFO stage. In this case, the last price proposed by the bidder will be considered. Failure to provide the proposal at this stage will not lead to the disqualification of the company from the RFP participation.
- 11.5 Embratur reserves the right to further negotiate any terms or conditions with the **PROPONENT** that

offered the final lowest evaluated price.

12 - ELIMINATION

- 12.1 Embratur may exclude a PROPONENT from participating in the RFP if the Embratur has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - I. The Tenderer has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP, and it is impossible to correct without affecting the equality between the other bidders;
 - II. the Proposal contains a material error, omission or inaccuracy, impossible to correct without affecting the equality between the other bidders;
 - III. the Tenderer is in bankruptcy, receivership or liquidation;
 - IV. the Tenderer has made a false declaration;
 - V. the Tenderer has been convicted of a serious crime or offense;
 - VI. there is professional misconduct or an act or omission on the part of the Tenderer which adversely reflects on the integrity of the Tenderer

13 PAYMENT CONDITIONS

- 13.1 According to Embratur payment standard conditions, the payment shall be made 30% prior the event and 70% after the performance of the services/supply of the goods by the **SELECTED COMPANY**.
- 13.2 If the SELECTED COMPANY is unable to accept such conditions, it shall be clearly specified in its proposal, with a proper justification and payment flow suggestion, taking into consideration that a proportional amount of the payment shall be made after the execution of the services/supply of the goods.

14 INVOICING

- 14.1 Each invoice shall set forth the following information:
 - a. Be in English;
 - b. Location and SELECTED COMPANY's name;
 - c. **SELECTED COMPANY**'s VAT number;
 - d. Invoice number, date and due date;
 - e. Embratur's identification and address, as follows:

AGÊNCIA BRASILEIRA DE PROMOÇÃO INTERNACIONAL DE TURISMO – EMBRATUR

CNPJ: 35.842.428/0001-66
Address: SCN Quadra 02, BLOCO G – Bairro Asa Norte - Brasília – DF, Brasil
CEP 70712-907

- f. Goods or Services provided, including the quantities, unit price and amount;
- g. VAT percentage and the amount charged, when applicable, as well as the local taxes levied;

- h. Total amount of the Invoice; and
- i. Wire transfer data.

15 LEGAL DOCUMENTATION REQUIREMENTS

- 15.1 The **PROPONENT** must present to Embratur photocopies of the following documents:
- i. The constitutive act of the **PROPONENT**, for example by laws and resolutions of the **PROPONENT** (if there is any) that indicates the **PROPONENT**'s activities (social object);
- ii. Copy of the legal act or another document that indicates the person who can sign contracts on behalf of the **PROPONENT**;
- iii. The board resolution for appointment of authorized signatory, if necessary.
- iv. Company Number, Taxpayer Identification Number or equivalent company's identification number

All required documents should be submitted in English.

16 ANTI-COLLUSION AND BID RIGGING

- 16.1 Tenderers must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or any discussions or negotiations with the Buyer. Such behavior will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in cooperation with a Competitor.
- 16.2 Embratur reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the appropriate authority and to give them all relevant information including a Respondent's Proposal.

17 GENERAL CONDITIONS

- 17.1 After receiving the proposals, in order to achieve the best possible agreement, Embratur may negotiate with the **PROPONENT** that offered the lowest evaluated price.
- 17.2 After the bidding process and the contract signature, Embratur will schedule a conference call with the **PROPONENT** to introduce the team on both sides and clarify all the pending issues.
- 17.3 Once the event or fair to be requested is confirmed, Embratur will issue a suitable instrument containing the specifications and quantities of the items and services to be performed.
- 17.4 Embratur is not bound to accept any proposal, nor award the object of any contract of service or product supply, nor be responsible for any costs associated with preparation and submission of any proposal, regardless of the outcome or the manner of conducting the selection process.
- 17.5 Embratur will not assume any costs of tickets, accommodation, or daily rates of staff and/or representatives of the hired company, including the proponent employee in charge of the event, even for events or planning meetings. Those costs must be considered when the proposal submission.
- 17.6 Embratur reserves the right to make changes in the quantitative informed in the Pricing Chart (ANNEX I).

17.7 By submitting a proposal in response to this Request for Proposal, THE SUPPLIER HEREBY AGREES THAT THEY HAVE READ AND ACCEPTED THIS RFP AND EMBRATUR'S SUPPLIER GENERAL TERMS AND CONDITIONS (ANNEX IV), available at: http://www.embratur.com.br.

18 ANNEXES

Annex I – Pricing chart;

Annex II – Executive Project;

Annex III - Furniture References;

Annex IV – Supplier General Terms and Conditions;

Annex V – Food References.
