

**TERMO DE CONTRATO SPN nº 001/2021 DE  
PRESTAÇÃO E EXECUÇÃO DE SERVIÇOS  
DE MATCHMAKING, QUE FAZEM ENTRE SI  
A EMPRESA SÃO PAULO NEGÓCIOS E A  
ASERTO NEGOCIOS Y EVENTOS.**

Pelo presente instrumento a São Paulo Negócios com sede na Rua Líbero Badaró, 293, 12º andar, conjunto 12 C, Centro, São Paulo/SP, CEP 01009-000, inscrita no CNPJ nº 28.743.311/0001-60, neste ato representada por seu Diretor-Presidente Sr. Aloysio Nunes Ferreira e pelo seu Diretor-Executivo Sr. Michael Sotelo Cerqueira, doravante designada simplesmente CONTRATANTE e de outro lado a ASERTO NEGOCIOS Y EVENTOS SAS, com sede na CALLE 142#6-69, T10, A302 – MUNICIPIO: BOGOTÁ D.C.; registrada na Câmara de Comércio de Bogotá – Colômbia; sob NIT 900655850-1 e Matrícula 2366501, neste ato representada por seu representante legal Sr. CARLOS EDUARDO GIRALDO OSPINO, doravante designada simplesmente CONTRATADA, resolvem firmar, nos termos do Regulamento de Licitações e Contratações de Bens e Serviços, Obras e Aliações da São Paulo Negócios, o presente Termo de Contrato, decorrente de dispensa de licitação, conforme Capítulo IV, Artigo 9º, Inciso XIX e Art. 11; mediante as cláusulas e condições a seguir anunciadas:

**1. CLÁUSULA PRIMEIRA – DO OBJETO**

- 1.1 É objeto do presente a prestação de serviços de matchmaking e organização de rodadas de negócios, em plataforma virtual, entre empresas brasileiras vendedoras e empresas compradoras internacionais, conforme condições, quantidades e exigências estabelecidas no Termo de Referência, anexo e parte integrante deste;
- 1.2 Este termo de contrato vincula-se à dispensa de licitação, identificado no preâmbulo.

**2. CLÁUSULA SEGUNDA – DA VIGÊNCIA**

- 2.1 O prazo de vigência deste Termo de Contrato terá início em 22/03/2021 e se encerrará em 30/07/2021.

**3. CLÁUSULA TERCEIRA – DO PREÇO**

- 3.1 O valor do presente contrato é de U\$ 16.625,00 (dezesesseis mil, seiscentos e vinte e cinco dólares), conforme proposta técnico-comercial da Contratante.

3.2 Estão inclusas no valor mencionado no item anterior, todas as despesas ordinárias diretas e indiretas decorrentes da execução contratual, inclusive tributos e/ou impostos, encargos sociais, trabalhistas, previdenciários, fiscais e comerciais incidentes, taxa de administração, frete, seguro e outros necessários ao cumprimento integral do objeto da contratação.

#### **4. CLÁUSULA QUARTA – DO PAGAMENTO**

4.1 O pagamento desse contrato dar-se-á em 02 (duas) parcelas iguais, de 50% (cinquenta por cento) do valor global, com pelo menos 05 (cinco) dias úteis para sua efetivação e da seguinte forma:

4.1.1 Os 50% iniciais serão pagos em até 30 (trinta) dias da data de assinatura do contrato;

4.1.2 Os 50% restantes serão pagos após a entrega do relatório final.

#### **5. CLÁUSULA QUINTA – DO REAJUSTE E ALTERAÇÕES**

5.1 O preço do contrato é fixo e irrevogável.

#### **6. CLÁUSULA SEXTA – DA ENTREGA E RECEBIMENTO DO SERVIÇO CONTRATADO**

6.1 As condições de entrega e recebimento do serviço são as previstas no Termo de Referência anexo e parte integrante deste.

#### **7. CLÁUSULA SÉTIMA – DA FISCALIZAÇÃO**

7.1 A fiscalização da execução do objeto será efetuada por funcionário designado pela Contratante e por preposto indicado pela Contratada.

#### **8. CLÁUSULA OITAVA – DAS OBRIGAÇÕES DA CONTRATANTE E DA CONTRATADA**

8.1 As obrigações da Contratante e da Contratada são aquelas previstas no Termo de Referência anexo e parte integrante deste.

#### **9. CLÁUSULA NONA – DA RESCISÃO**

9.1 O presente Termo de Contrato poderá ser rescindido nas hipóteses previstas no art. 78 da Lei nº 8.666/93, com as consequências indicadas no art. 80 da mesma Lei.

9.2 Os casos de rescisão contratual serão formalmente motivados, assegurando-se à Contratada o direito à prévia e ampla defesa.

9.3 A Contratada reconhece os direitos da Contratante em caso de rescisão administrativa, prevista no art. 77 da Lei nº 8.666/93.

- 9.4 O termo de rescisão, sempre que possível, será precedido de:
- 9.4.1 Balanço dos eventos contratuais já cumpridos ou parcialmente cumpridos;
  - 9.4.2 Relação dos pagamentos já efetuados e ainda devidos;
  - 9.4.3 Indenizações e multas.

## **10. CLÁUSULA DÉCIMA – DAS VEDAÇÕES**

- 10.1 É vedado à Contratada:
- 10.1.1 Caucionar ou utilizar este Termo de Contrato para qualquer operação financeira;
  - 10.1.2 Interromper a execução dos serviços sob alegação de inadimplemento por parte da Contratante, salvo nos casos previstos em lei.

## **11. CLÁUSULA DÉCIMA PRIMEIRA – DAS ALTERAÇÕES**

- 11.1 Eventuais alterações contratuais reger-se-ão pela disciplina do art. 65 da Lei nº 8.666/93.
- 11.2 A Contratada é obrigada a aceitar, nas mesmas condições contratuais, os acréscimos ou supressões que se fizerem necessários, até o limite de 25% (vinte e cinco por cento) do valor inicial atualizado do contrato.
- 11.3 As supressões resultantes de acordo celebrado entre as partes poderão exceder o limite de 25% (vinte e cinco por cento) do valor inicial atualizado do contrato.

## **12. CLÁUSULA DÉCIMA SEGUNDA – DOS CASOS OMISSOS**

- 12.1 Os casos omissos serão decididos pela Contratante, segundo as disposições contidas na Lei nº 8.666/93, na Lei 10.520/02 e demais normas federais aplicáveis e, subsidiariamente, segundo as disposições contidas na Lei nº 8.078/90 – Código de Defesa do Consumidor – e normas e princípios gerais dos contratos.

## **13. CLÁUSULA DÉCIMA TERCEIRA - ANTICORRUPÇÃO**

- 13.1 Para execução deste contrato, nenhuma das partes poderá oferecer, dar ou se comprometer a dar a quem quer que seja, ou aceitar ou se comprometer a aceitar de quem quer que seja, tanto por conta própria quanto por intermédio de outrem, qualquer pagamento, doação, compensação, vantagens financeiras ou benefícios de qualquer espécie que constituam prática ilegal ou de corrupção, seja de forma direta ou indireta quanto ao objeto deste contrato ou de outra forma a ele não relacionada, devendo garantir, ainda, que seus prepostos e colaboradores ajam da mesma forma.

**14. CLÁUSULA DÉCIMA QUARTA – DA PUBLICAÇÃO**


14.1 Incumbirá à Contratante providenciar a publicação deste instrumento.

**15. CLÁUSULA DÉCIMA QUINTA – DO FORO**

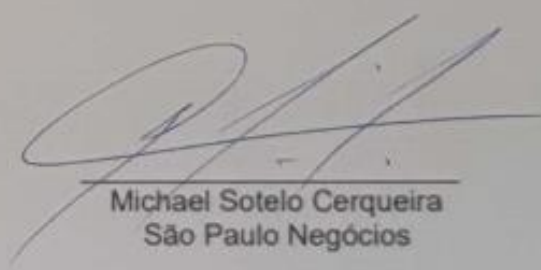
15.1 O Foro para solucionar os litígios que decorrem da execução deste Termo de Contrato será o Foro de São Paulo, por mais privilegiado que outro possa ser.

Para firmeza e validade do pactuado, o presente Termo de Contrato foi lavrado em 02 (duas) vias de igual teor que, depois de lido e achado em ordem, vai assinado pelas partes.

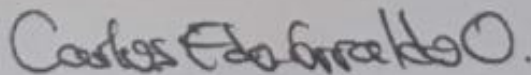
São Paulo, 22 de março de 2021.



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Aloysio Nunes Ferreira  
São Paulo Negócios

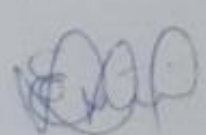


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Michael Sotelo Cerqueira  
São Paulo Negócios



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Carlos Eduardo Giraldo Ospino  
Aserto Negocios y Eventos SAS

TESTEMUNHAS:



Nome: \_\_\_\_\_

RG: 16.757.637

**ELENICE S. LINHARES**  
Gerente Executivo  
São Paulo Negócios

Nome: \_\_\_\_\_

RG: \_\_\_\_\_

## REFERENCE TERM – SPN Nº 01/2021

### 1. INTRODUCTION

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São Paulo Negócios, the Investment and Export Promotion Agency of the Municipality of São Paulo, created by Municipal Law nº 16.665 of May 23, 2017 and instituted by Municipal Decree nº 57.727 of June 8, 2017 as a private legal entity with non-economic purposes, of collective interest and public utility, linked, by cooperation, to the Municipal Secretariat for Economic Development and Labor, works with the São Paulo City Hall to improve the business environment and attract investment opportunities, promoting economic development of the Municipality.

The agency's mission is to contribute to the competitiveness and sustainability of business in the city of São Paulo by promoting investment and export opportunities for products and services.

The duties of São Paulo Negócios are:

1. Identify and articulate investment opportunities in the economic sectors defined as strategic by the Executive Branch;
2. Articulate with public and private entities, national or foreign, for the promotion of business opportunities in the Municipality of São Paulo and exports of products and services of the Municipality's companies;
3. Enhance the image of the City of São Paulo, in Brazil and abroad, as a hub for doing business;
4. Articulate institutional partnerships, public and private, to stimulate investments in the Municipality of São Paulo, including acting in networks;
5. Attract new investments, national or foreign, as well as promote and stimulate the expansion of companies installed in the Municipality of São Paulo;
6. Assist in proposing and implementing measures by the Public Administration in order to optimize the business environment in the Municipality;
7. Encourage the creation of forms of solidarity economy, especially cooperatives, to provide job and income opportunities for the homeless population;
8. To act in other activities related to the purposes foreseen in the items of this article;
9. Other activities and projects approved by the agency's Deliberative Council.

### 2. OBJECT

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This reference term deals with the contraction of a company responsible for providing **matchmaking services** and organizing **business roundtables sessions**, on a virtual platform, between Brazilian selling companies, here called S and international buying companies, here called B.

#### Requirements

A) Proof of experience in an industry compatible with the object of the contract.	Portfolio of clients with at least 03 certificates from companies for which they performed services with information relevant to the object of the contract.
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<p>B) Have headquarters, branches, representation or local office in the target countries of the rounds:</p> <ul style="list-style-type: none"> <li>- USA;</li> <li>- South America: Argentina, Colombia, Peru, Chile and Paraguay;</li> <li>- Asia: South Korea.</li> </ul>	<p>Through legal documentation that proves it.</p>
<p>C) Technical coordination teams dedicated to Brazilian companies participating in the round and teams aimed at international buyers, with experience in the object of the contract.</p>	<p>By sending 02 CVs (Curriculum Vitae) from the coordination teams of Brazilian companies (sellers) and buyers coordination team, including, necessarily, the CV of the person responsible for the entire organization of the event.</p>

### Description of the scope of work

Organization and execution of a series of business roundtables in an online environment, to be carried out during the programming of the **IV SP INTERNATIONAL BUSINESS WEEK**, from the **May 20<sup>th</sup> to June 30<sup>th</sup>, 2021**, to promote B2B meetings between national selling companies (S) and international buyers (B), mainly directed to the sectors of:

- Food and beverage, including organic and healthy products;
- Exporting Commercials (food, beverage and commodities);
- Home and décor items (housewares, home office supplies, lighting)

### Proposals

The applicant must send 3 budget options for modalities A, B and C, as detailed below:

- **Proposal A:** perform matchmaking and organize rounds for the markets: United States, Asia (South Korea) and South America (Argentina, Chile, Colombia, Paraguay and Peru).
- **Proposal B:** perform matchmaking and organize rounds for the markets: United States and South America (Argentina, Chile, Colombia, Paraguay and Peru).
- **Proposal C:** perform matchmaking and organize rounds for each one of the markets: United States, South America (Argentina, Chile, Colombia, Paraguay and Peru), Asia (South Korea).

**Selection method:** Technique and Price. The company with the highest score will be hired, observing the following criteria:

**Technical Proposal:** weight 2, of which: 3 points, fully meets, 1 point partially meets, 0 point, does not meet the requirements.

**Financial proposal:** weight 1, where the best prices will be selected in order of magnitude and the others will be classified according to the value, second best, third best and so on.

### Activities to be developed

- 1- Receive registrations from national selling companies (S) registered by São Paulo Negócios and carry out the work of analyzing company profiles (B).
- 2- The contracted company must carry out with each selling company (S) the mapping of the exportable offer, the definition of the target markets, as well as the profile of the most suitable buyers for each of the selling participants (B).
- 3- Assemble a portfolio with photographic material and contact information for each selling company (S), to send to international buyers (B).
- 4- Regiment and analyze the data of international buyers (B), such as profile (ie, identify if they are a distributor, wholesaler, retailer, others), collect contact information and check which companies this international buyer is (B) makes purchases or supplies. Making sure that they have the defined and adequate profile to meet with the national selling companies (S).
- 5- Hold individual meetings, prior to the scheduled meeting dates, with each seller (S) and buyer (B), in order to ensure the presence of both in the scheduled appointments, to test the tool and to give technical instructions to each of the participants (S) and (B) for a perfect understanding of the use of the online meetings tool.
- 6- Organize B2B meetings between Brazilian selling companies (S) and international buying companies (B), in order to obtain the best synergy between the parties.
- 7- Send the meeting agendas to (S) and (B) at least 05 (five) days in advance, communicating the link, as well as the dates and times of the meetings, providing the information (company name, website) of each party (S) and (B), so that both can obtain the necessary data to prepare for the meetings on the agendas.
- 8- Allow both (S) and (B) to request additional meetings with companies that do not appear on their agenda, upon the acceptance of the other party, on alternative dates and times, that do not impair compliance with the agendas.
- 9- Promote meetings using a video conferencing tool (ZOOM or equivalent) individually between (S) and (B), in private rooms (breakout rooms) without access to audio and video content by third parties.
- 10- Grant access to SP Negócios and partners authorized by it, in the rounds and also to the meeting schedules with the list of buyers and sellers participating in each round.
- 11- Ensure that companies (S) and (B) complete the evaluation forms for each round carried out, with the performed and/or estimated (12 months) business information, as well as an evaluation on (S) and (B), at the end of each round. Failure to fill in is an impediment to participate in the next meeting.
- 12- Said forms may not be shared, unless expressly authorized by the contractor.
- 13- The contracted company must ensure that, at the end of each meeting, with a pre-established time of 30 minutes each, the participants, (B) and (S), have 10 minutes to complete the referred on-line forms.
- 14- Record (just a few seconds) and photograph (print screens) of the referred meetings (for registration and verification purposes).
- 15- At the end of the series of rounds, the contractor will have 05 (five) business days to send SP Negócios a report containing:
  - Total results achieved in business;
  - Total business estimate for the next 12 months;
  - Total number of meetings held;
  - Total number of participating companies;
  - Total number of buyers;
  - Photos and videos of each round held;

- Contact details of all participants (S) and (B) with name, phone, cell phone, e-mail and position in the company.
- 16- The database generated, with the contacts of both the selling companies (S) and the buying companies (B), belongs to São Paulo Negócios and cannot be shared, except by express authorization from São Paulo Negócios.
- 17- The contract must comply with a payment schedule with 50% of the value at the signing of the contract and 50% after delivery of the final report.
- 18- The contracted company must present a schedule with the deadline for the execution of each stage.
- 19- The contracted company must guarantee a minimum number of 03 (three) meetings for each of the selling companies, whose number can vary between 70 and 90 companies.
- 20- It is expected a number of 30 buyers.
- 21- In case of cancellation of participation of buyers in the rounds, the following conditions regarding the payment of the contractor must be observed:
- Cancellation of the purchasing company 07 (seven) days from the date of the event: 70% of the unit cost per buyer.
  - Cancellation of a purchasing company between 08 (eight) and 15 (fifteen) days of the event: 50% of the unit cost per buyer.
  - Company cancellation at any other time: 0% of the combined unit cost per buyer.

## Work steps

### 1- First Step

Meeting with SP Negócios:

- General alignment of expectations and survey of information (data from companies registered as sellers, sector, product mix, photos, website, maturity);
- Sharing of São Paulo Negócios databases of buyers;
- Registration of the selling companies in the contractor's database;
- Analysis of the profiles of registered selling companies
- Definition of the dates of each round within the period from May to June 2021.
- Presentation of a schedule of pre-round activities, during and post round. **Delivery time: 01 (one) week of signing the contract.**

### 2- Second Step

- Integration of the video conferencing service (ZOOM or equivalent, through the contractor's subscription).
- Presentation of the preliminary agendas of each party - **Deadline: 07 (seven) days before the date of each session (for possible adjustments).**
- Sending the final meeting agendas to B and S - **Deadline: 05 (five) days before the dates of each session.**
- Generation of links for each round - **Delivery time: 01 (one) day before the date of each session.**

### 3- Third Step

- Conducting the rounds on the dates established in Step 1 - **Deadline: May to June 2021.**
- Report of partial results - **Deadline: 24h after the completion of each round. Daily (after the end of the day's meetings).**
- Final Report - **Deadline: 05 (five) business days after the last round.**

Carlos Eduardo

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