

Contract for Procuring International Media's Space for Promoting SMILE Promotional Campaign

Contract no.64-136

This Contract is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25th-26th Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on **28**th **December, 2021**, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred to as the "TCEB" of the one party and

Northstar Travel Media Singapore Pte. Ltd., company registration number is 201400773C, which has registered as a juristic person at Singapore, having its principal office located at 91 Bencoolen Street #05-08 Sunshine Plaza Singapore 189652, represented by the authorized person, Ms. Chua Seok Chuan, who held the passport's number K0084843R, hereinafter referred as the "the Contractor" on the other part.

The Parties hereto has agreed as follows;

Clause 1 AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Contractor agrees to accept the commission for the activity of Procuring International Media's Space for Promoting SMILE Promotional Campaign which be according to the Terms and Conditions of this Contract and Scope of work that specified in **Appendix 1** Terms of Reference ("TOR"), **Appendix 2** Northstar Travel Media Singapore Pte. Ltd.'s proposal and **Appendix 3** Northstar Travel Media Singapore Pte. Ltd.'s Quotation (hereinafter referred as "the Work").

The Contractor shall begin work on the hired works on 29th December, 2021, and shall complete all works within a period of 150 (one hundred and fifty) days after the contract's signed date.

The Contractor agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the works under this Contract.

Clause 2. DOCUMENTS THAT ARE PART OF THE CONTRACT

The following the Appendix shall be regarded as part of the contract;

2.1 Appendix 1 Terms of Reference (TOR), all 5 (five) pages.





- 2.2 Appendix 2 Northstar Travel Media Singapore Pte. Ltd.'s proposal, all 14 (fourteen) pages.
 - 2.3 Appendix 3 Northstar Travel Media Singapore Pte. Ltd.'s Quotation, all 1 (one) page.
- 2.4 Appendix 4 Northstar Travel Media Singapore Pte. Ltd.'s corporate documents and passport, all 5 (five) pages.

In the event that any text in the Appendix is in conflict with the text of this Contract, the text of this Contract shall apply, and in the event that the text of Appendixes conflict with each other, the Contractor shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Contractor has no right to claim any wage or damages or any additional expenses from TCEB.

If anything or any action that is not specified in the Appendixes of this Contract, but it is necessary to complete the Work correctly or achieve the objectives of this Contract, the Contractor shall arrange that without claiming any damages or compensation

Clause 3. PERFORMANCE SECURITY

At the time of this Contract , the Contractor has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of 1,000 USD (one thousand US dollars only), as a performance security under this Contract.

The performance security that the Contractor shall provide according to the preceding paragraph, must cover all liability of the Contractor throughout the contract period. If the performance security provided by the Contractor is reduced or deteriorated or does not cover the liability of the Contractor throughout contract period, for any reason, including the delay in work delivery of the Contractor that cause change of the completion period or the due date of liability for defects under the contract, no matter what time it occurs, the Contractor shall provide TCEB with new or additional performance security to the full amount under the first paragraph within 7 (seven) days from the day after the receipt of a written notice from TCEB.

TCEB will return performance security provided by the Contractor under this Contract to the Contractor without interest.





Clause 4. COST OF THE COMMISSIONING AND PAYMENT

TCEB agrees to pay and the Contractor agrees to accept the payment of wages in the amount of 20,000 USD (twenty thousand US dollars only) (Thailand's VAT included) and the payment shall be made in payments as follows;

- 1) The first payment of USD 3,000 (three thousand US dollars only) (Thailand's VAT included), which is equal to 15% (fifteen) of wages, shall be paid to the Contractor when the Contractor has submitted the first deliverable (specified in Appendix 1 TOR).
- 2) The second payment of USD 17,000 (seventeen thousand US dollars only) (Thailand's VAT included), which is equal to 85% (eighty-five) of wages, shall be paid to the Contractor when the Contractor has submitted the second deliverable (specified in Appendix 1 TOR).

In the case that TCEB assigns the Contractor to perform the Work apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Contractor according to the rate of remuneration for work performed as a mutually agreed proposals.

The Payment herein above will be made after the Delivery work is submitted in accordance with Appendix 1 (TOR) and TCEB's inspection committee or representative has inspected and accepted such the Work under Clause 9.

Clause 5. DUTIES AND LIABILITIES OF THE CONTRACTOR

- 5.1 The Contractor shall deliver work in accordance with the form and method prescribed in Appendix 1, Appendix 2
- 5.2 In the event that the Work of the Contractor is defective or does not comply with the terms and conditions under the contract or does not proceed correctly according to the academic or professional principles and/or the relevant legal provisions, the Contractor, without delay, shall correct it without claiming for any wages or damages or expenses from TCEB. If the Contractor avoids or fails to complete the correction within the period specified by TCEB in writing, TCEB has the right to hire other contract or(s) to work instead. The Contractor will be responsible for paying wages in this respect for TCEB completely.

If there is any damage caused by the Work under this Contract, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Contractor shall correct such damage within the period of time prescribed by TCEB. If the Contractor fails to correct such damage, the Contractor shall be responsible



pay for damages incurred to TCEB, including the damage that has occurred directly and the damage in connection with the damage caused by the Work under this Contract.

Endorsement or approval or consent to any work or work of the Contractor or payment of wages by TCEB does not to release the Contractor from any obligations and responsibilities under this Contract.

5.3 All the Work and documents that the Contractor has prepared regarding this Contract shall be deemed as confidential and shall be the property of TCEB. The Contractor must deliver all the Work and documents to TCEB at the end of this Contract. The Contractor may keep a copy of the document, but shall not use the text in the documents for use in other activities that are not related to the Work without prior written consent from TCEB.

5.4 TCEB is the sole owner of copyright or intellectual property rights, including any rights in the Work that the Contractor has performed in accordance with this Contract only, and the Contractor shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Contract in other businesses other than those specified in the contract, unless obtaining prior written permission from TCEB.

5.5 shall be responsible for violating the provisions of law or infringement of copyright or other intellectual property rights, including any rights to third party due to the performance of this Contract.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Contractor or its personnel also has a fault, the parties shall be jointly liable. The liability of each party depends on how each party has contributed to the offense.

5.7 The Contractor shall not be liable to TCEB in the event of damage or loss caused by various disasters which are not in the nature of the Contractor to prevent, unless such damage is caused by intent or negligence or omission to perform the duties of the Contractor or the Contractor's staff or personnel.

Clause 6. FINE

If the Contractor is unable to complete the Work within the time specified in the contract and TCEB has not terminated the contract, the Contractor shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % price of the does not deliver item However, it must not be lower than 100 baht per day, from the day after the completion date under the contract or the end of working period extended by TCEB until the actual completion of work. In addition,





the Contractor allows TCEB to claim for damages caused by the delay in working of the Contractor, only for the excess of the said fine.

While TCEB has not terminated the contract, if TCEB considers that the Contractor is unable to comply with the contract, TCEB may exercise the right to terminate the contract and exercise the rights under Clause 13 (Temporary suspension and contract termination), and if TCEB has notified the claim to the Contractor at the end of completion period and demand the Contractor to pay the fine, TCEB has the right to impose the fine against the Contractor until the date of termination.

Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Contractor fails to comply with any provision of this Contract for any reason, causing the fine, damages, or expenses to TCEB, the Contractor shall compensate such fine, damages, or expenses to TCEB within 30 (thirty) days from the day after the receipt of written notice from TCEB. If the Contractor fails to compensate in full within the prescribed period, TCEB shall have the right to deduct such amount from cost of commissioning that TCEB shall pay the Contractor or enforce payment from performance security immediately.

In the event that the cost of commissioning to be paid to the Contractor and performance security are not sufficient to cover the fine, damages, or expenses, the Contractor agrees to pay the shortfall of the full amount of the fine, damages or expenses within 30 (thirty) days from the day after the receipt of written notice from TCEB.

TCEB shall refund all the remaining amount of cost of commissioning after being deducted to pay fine, damages or expenses to the Contractor.

Clause 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE CONTRACT

In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Contractor is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management causing the Contractor to not be able to complete the Work according to the conditions and schedule of this Contract, the Contractor shall inform TCEB of such circumstances with evidence in writing for the purpose of cancelling or reducing the fine or extension of the Work period within 15 (fifteen) days from the day after such cause has ended or as prescribed in the said ministerial regulations, as the case may be.



If the Contractor fails to comply with the first paragraph, it shall be deemed that the Contractor has waived the right to claim or reduce the fines or extend the working hours without any conditions at all, except in the case of the default or the defect caused by TCEB, with clear evidence, or in which TCEB already knows from the beginning.

Cancellation or reduction of fines or extend the working period under the first paragraph is in the discretion of TCEB to consider as appropriate.

Clause 9. ACCEPTANCE OF THE WORK

At the time the Contractor prepares or is working on the Work under this Contract, the Inspection Committee or the Contractor of TCEB has the right to enter the Work examination at any time. The Contractor and staff and personnel of the Contractor shall provide cooperation, convenience and reasonable assistance.

The fact that there is the Inspection Committee or the Contractor of TCEB does not release the Contractor free from any liability under any provision of this Contract.

TCEB or the Inspection Committee, or the Contractor of TCEB has the right to inspect and control the Work to be in according to in the contract and the Appendix attached to this Contract with the right to order any work relating to this work and the Contractor shall comply with that order in all respects

The Work under this Contract, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Contract, shall not cause the relationship between TCEB and the Contractor, or between TCEB and staff or personel of the Contractor, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

Determining whether the Work done by the Contractor is completed according to the contract or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Contractor is not liable under the law, including the event that there is a problem with the interpretation of this Contract or relating to any matter arising under or in connection with this Contract , regardless of whether the problem arises during operations or after the Work period under this Contract ends or after the Contractor abandons works, the Contractor agrees to decisively accept the decision of TCEB and the Contractor agrees to be bound by the results of that decision in all respects.



When TCEB has inspected and accepted the delivered the Work and deem that such work is correct and complete according to the contract , TCEB will issue proof of acceptance in writing for the Contractor to be used as evidence for requesting the cost of commissioning of such hired work.

If the result of the inspection turnout that the Work delivered by the Contractor does not conform with the contract, TCEB has the rights to reject such the Project. In this case, the Contractor shall correct the Work to be in accordance with the contract at its own expenses. And the time that is wasted because of the above reasons, the Contractor cannot refer to it as the reason for requesting to extend the delivery period according to the contract or to cancel or reduce the fines.

Clause 10. MODIFICATION OF WORK AND CONTRACT RENEWAL

The Contractor certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work are incorrect or deviate from the professional and technical principles, the Contractor agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete work. Such decision shall be deem final. The Contractor cannot claim for more cost of commissioning, damages, or any other expenses from TCEB, nor request extension of the contract period.

The Contractor agrees that TCEB has the rights to change, add or reduce work specified in this Contract without termination of this Contract. However, if the change, addition or reduction, including addition or reduction of cost of commissioning under this Contract, both parties shall agree in details in writing afterward.

Clause 11. SUB-CONTRACTING

The Contractor has not right to sub-contract the Work under this Contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting of TCEB does not release the Contractor from liability or obligation under this Contract and the Contractor shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

In case that the Contractor has partially sub-contracted in violation of the provisions of the first paragraph, the Contractor shall pay fine to TCEB at the rate of 10 % (ten percentage) of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this Contract.



Clause 12. TRANSFER OF THE RIGHT UNDER THE CONTRACT

The Contractor shall not transfer any rights or benefits under this Contract to others without prior consent from TCEB, except for the transfer of the right to receive cost of commissioning under this Contract.

Clause 13. TEMPORARY SUSPENSION AND CONTRACT TERMINATION

13.1 TCEB has the right to terminate this Contract in the following cases:

If the Contractor does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Contractor is unable to complete the Work on time or completion period already passed or become a person who has been insolvent or becomes bankrupt or commits fraud or neglect to comply with the order of the Inspection Committee, TCEB has the right to terminate this Contract immediately and has the right to hire a new new contractor to complete the Contractor's works. Execising the right to terminate the contract shall not prejudice the right to claim for damages of TCEB. The Contractor shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in cost of commissioning due to hiring other people to perform the followings, TCEB has the right to suspend the payment of cost of commissioning that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Contractor.

Failure to exercise the right to terminate the contract mentioned above by TCEB does not release the Contractor from contractual liability.

Termination of the contract under Clause 13.1, TCEB has the right to forfeit or enforce repayment from performance security and retention, in whole or in part, and shall have the right to claim for other damages (if any) from the Contractor.

13.2 TCEB may serve the written notice to the Contractor at any time that TCEB intends to temporarily suspend the Work of the Contractor, whether in whole or in part, or to terminate the contract. In the event that TCEB intends to terminate the contract, such termination of the contract shall take effect at least 7 (seven) days after the date the Contractor has received the written notice, or may be earlier or later than that period, depending on the contract of the Parties. Upon receiving such the written notice, the Contractor shall stop working immediately. The Contractor has no right to receive payment of cost of commissioning during the temporarily suspension, and take every action to minimize any costs that may be incurred during the suspension.



In the case of temporary suspension of work under Clause 13.2, TCEB will pay the necessary expenses to the Contractor as TCEB deems appropriate.

In the event that the contract is terminated under Clause 13.2, TCEB will pay the fair and appropriate cost of commissioning specified in Term of payment of Appendix 1 TOR attached this Contract to the Contractor, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Contractor as well. However, all compensation and payment already paid shall not exceed the cost of commissioning under Clause 4.

Clause 14. Stamp duty

The Contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or fraction of 1,000 baht of cost of commissioning prescribed or part thereof.

Clause 15. Copyright

The Copyright of all documents prepared by the contract or in connection with the contract rests with TCEB. All documents prepared by the contract or in connection with the contract shall be confidential and shall be the property of TCEB. The contract or shall deliver all these documents to TCEB upon the completion of the contract. The contract or may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. Governing Law

The contract shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.

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This Contract is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

C:	TOFR
Signea:	LCER

(by Mr. Chiruit Isarangkun Na Ayuthaya) Thailand Convention & Exhibition Bureau (Public Organization)

Signed... The Contractor

(by Ms. Chua Seok Chuan) Northstar Travel Media Singapore Pte. Ltd.

Signed: /./	Stan	Techa	-	Vitness
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Thailand Convention & Exhibition Bureau (Public Organization)

Signed:

Northstar Travel Media Singapore Pte. Ltd.

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เทพที 06113 วันที่ 10 มหาราคม 2565

ะพบประเท้าตัว 0994000112165 เพบที่ต่าบา ซึ่งผู้เพียดาซียากร ฟ้านักจาน ฝจะสริงการจัดประชุปมะพะนิทรรศการ(พจศ์การมหาปน)

ในบานะ ผู้ที่หน้าพื้นพียยากร

ที่อยู่ ? เพยะนัฟประจำบ้าน ห้องเพยที่ " หมู่บ้าน " เพยที่ 989มู่ที่คA2,81และ82 ตรงก/ส่อย " เนน พระราช 1 เยก/ล้าเกล ปรุบวับ รหังไประพัฒี 10330 ซียยกคาร สยามพิวรรธน์คาวะวง ชันที่ 25,26

หยู่ที่ " แบก " แบวง/ตำบพ ปทุมวัน อังหวัด กรุงะหหมหาบคร

⊌ฟ้ฟฟา เลยประจำตัวผู้เสียกาซีญากร ซีฆ Northstar Travel Media Singapore Pte.Ltd.,

ได้เดียยากรแสดมป์เป็นตัวเงินผิวหรับตราสารตามบัญปียัตรายากรแสดมป์ ปัย 4 พักษณะตราสาร พัญญาม้าง ตั้งนี้ :

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ลำหวนเห็น เป็นตัวตักละ **(หกร้อยสามสิบเอ็ดบาทกัวห)** ตามปีบเสน็ต เลทที่ 005610 เพทระบูเณกสาร พ.ศ.4 คือ 01003071-25650110-1-06-600090

ผงที่ย (นางสาวศุภาพิชญ์ บัวเกตุ) ตำแหน่ง **เจ้าพนักงานสรรพากรปฏิบัติงาน**...

ใบสพักหพัจตะกล่านนี้แะสมบูนท์ก็ต่อ เมื่อพรักจาน เม้าหน้าที่ยากนุมสตมป์ขยจหน่วย เก็บมาตับกาน ได้พงป์ยเมพะยอกใบ เฟซ็ตซับ เจ๊ย เจ๊ยกซ้อยแล้ว



Terms of Reference For The Specific Procurement Method

1. Name of the Project

- 1.1 Project: Creating awareness of Promotional Campaign's Supporting Criteria
- 1.2 Activity: Procuring International Media's Space for Promoting SMILE Promotional Campaign

2. Budget

Amount of USD 20,000 equivalent to THB 720,000 (Thailand's Vat included) (estimated exchange rate: USD 1 = THB 36)

3. Background of the Project

The global situation is dramatically recovering from the pandemic and, in some parts of the world, MICE agents and planners start working on destination research for their clients' meeting and incentive events in the upcoming years.

Thailand Convention and Exhibition Bureau (TCEB) aims for Thailand to be one of the top destinations considered for these international events and, to accentuate the readiness of Thailand, TCEB has initiated a recovery promotional campaign "SMILE" to offer the Safe Meeting & Incentive Localized Experience to business travelers.

SMILE will be launched and promoted through networks of TCEB's overseas representatives in 7 major source markets, Thai suppliers, industry partners as well as international media which is well-known in the industry and covers key markets across the world.

4. Objectives of the Project

- 4.1 To launch SMILE recovery promotional campaign, conveying the message to the global meetings and incentives industry that Thailand will be ready to welcome business travellers back
- 4.2 To promote Thailand's meeting and incentive events which are adapted to the New Normal under SMILE (Safe Meeting & Incentive Localized Experience) concept
- 4.3 To capture attentions of overseas agents, planners and corporate clients, using benefits SMILE campaign offers as a tool and to encourage them to choose Thailand as their destination
- 4.4 To create awareness and increase visibility of Thailand as one of the top destinations for meeting and incentive events and of TCEB as a Thai government agency with a major role in the industry



5. Scope of Work

The media company, called contractor in this Terms of Reference, will promote SMILE recovery promotional campaign through its channels.

- 5.1 Write one-page advertorial about SMILE campaign and Thailand as per TCEB's direction
- 5.2 Publish the advertorial mentioned in 5.1 at least once in an issue of a magazine subscribed by professionals in meetings and incentives industry.
- 5.3 Publish one video of approximately 1-7 minute long of TCEB's choice at least once, for a period of approximately 5 days, in a website related to meetings and incentives industry
- 5.4 Insert banners of TCEB's choice for at least 3 times in issues of an e-newsletter blasting to professionals in meetings and incentives industry
- 5.5 Publish an editorial feature or interview of TCEB's top management as per TCEB's direction at least once in a website or an e-newsletter or a magazine targeting professionals in meetings and incentives industry
- 5.6 Provide reports of results or statistics of the content promoted such as number of subscribers, number of views, open rate, engagement rate etc., if applicable.

6. Qualifications of the Contractor

Section 64: Subject to section 51 and section 52, a person who intends to tender a proposal in procurement with a State agency must at least have the qualifications and must not be under prohibitions, as follows:

- (1) Having legal capacity;
- (2) Not being a bankrupt;
- (3) Not being under dissolution of business:
- (4) Not being a person under suspension from tendering proposals or making contracts with State agencies under section 106 paragraph three;
- (5) Not being a person whose name is in a circulated list of persons abandoning work of State agencies under section 109;
- (6) Having other qualifications or being under other prohibitions as prescribed by the Policy Commission as published in the Government Gazette, shall be as determined by the Comptroller General's Department;

7. <u>Duration of the Project</u>

150 days after the date the contract is signed

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8. Delivery of Work

The contractor shall submit the first report via email to TCEB once the works as described in 5.1 and 5.2 in Scope of Work are completed and within 120 days after the date the contract is signed. The report should cover images and details of SMILE campaign promoted such as the content of the advertorial, the date the advertorial is published, the name of the magazine that is used as platform etc., together with results or statistics of the content promoted as described in 5.6 in Scope of Work.

The contractor shall submit the second report via email to TCEB once the works as described in 5.3 - 5.5 in Scope of Work are completed and within 150 days after the date the contract is signed. The report should cover images and details of SMILE campaign promoted such as the date, the duration that each content is published, name of e-newsletter or magazine or website that is used as platform or channel etc., together with results or statistics of the content promoted as described in 5.6 in Scope of Work.

The reports submitted must be approved by the Inspection Committee.

9. Payment Terms

TCEB shall pay contractor a total of USD 20,000 (Thailand's Vat included).

- 9.1 The first payment of 15% will be made once the first report is submitted, as described in Delivery of Work, and approved by the Inspection Committee.
- 9.2 The second payment of 85% will be made once the second report is submitted, as described in Delivery of Work, and approved by the Inspection Committee.

10. Performance Security

The contractor has to provide a performance security in the amount of 5% of the purchase or contract price to TCEB. The Security will be returned to contractor once the contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

11. Stamp Duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or a fraction of 1,000 baht of the remuneration prescribed or part thereof.

12. Penalty Fee

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, on a daily basis at the rate of 0.1 percent of the value of the undelivered work, but not less than 100 baht per day.

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Thailand Convention and Exhibition Bureau (TCEB)

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13. Cancellation

TCEB reserves the right to cancel the procurement, employment or contract in the event that it is determined that the most or almost of the contractor's work under the scope of work has been delayed and causes damage, the acceptance of such work is useless, the lack of ability to perform tasks in accordance with the scope of work or the contract for quality and completion as scheduled. TCEB will not be responsible for any expenses incurred to the contractor and if such circumstances cause TCEB damage, the contractor must be responsible and compensate for the damage caused to TCEB also, without any conditions at all.

14. Ownership of Data and Documents

- 14.1 Documents/data/workpieces/databases and/or software and anything else that results from the implementation of this project, all work that has been performed, including those that have been delivered and that have not been delivered, shall be the property of TCEB by law, which the contractor must deliver to the TCEB and TCEB has the right to take part or all of the work to be published or reproduced by itself or allow others to publish or reproduce.
- 14.2 All information obtained or provided by contractor in the provision of the services shall be the property of TCEB.
- 14.3 Contractor must take such steps as are necessary to ensure that such information is not disclosed (whether intentionally or unintentionally) without TCEB prior approval in writing to any person other than TCEB unless disclosure is required by law and do not use any such information for any purpose other than for the purpose of performing the services.
- 14.4 Upon the termination of agreement for any cause, contractor must promptly return the confidential information to TCEB or otherwise dispose of as TCEB may instruct, all confidential information which is the property of TCEB which contractor may have in its possession or in its control.

15. Disclaimer

TCEB reserves the right not to hire the contractor, if it appears that the submission of the proposal does not meet the criteria or conditions specified, or TCEB considers that the employment of such selected person will not be beneficial to TCEB as it should. The expenses of the proposer arising from the selection process for the price examination shall be the burden of the proposer, and the proposer has no right to claim any damages from TCEB.

16. Sub-contracting

The contractor has no right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting from TCEB does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

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In case that the contractor has partially sub-contracted in violation of the provisions of the first paragraph, the contractor shall pay fine to TCEB at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this contract.

Remarks:

- 1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
- 2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.
- 3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.
- 4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
- 5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.

For more information, please contact:

Miss Chonticha Intapuntee Manager, Meetings and Incentives Department Email: Chonticha I@TCEB.or.th Telephone 098 264 5056





END-TO-END PORTFOLIO

COMPREHENSIVE SOLUTION OFFERING

INFORMATION & CONTENT

An award-winning portfolio of the most trusted online and offline media brands for travel and meeting professionals

TRAVEL WEEKLY ASIA TRAVEL WEEKLY CHINA STRAVEL WEEKLY MC/ASIA MC/CHINA

MEETING NEWS

SUCCESSFUL INCENTIVE TRAVEL AGE WEST

BIN

Travel Procurement

convention source.com virtual venue-rource

mestpie

CAPITALN

Travel, Meeting, and Incentive **Professionals** 1.8 Million

EVENTS

Over 80 face-to-face engagements each year facilitating networking, education, and transactions among key industry decision-makers

CRUISEWERLD CRUISE













LEADERSHIP GORDAL BORNESSIRVE LEADERS IRVEL

SOFTWARE

A leading SaaS-based solution for resorts, attractions, activities, system, internet booking application, and eCommerce platform and destinations. It features a fully integrated call reservation

Market-leading proprietary research, business intelligence, databases, and workflow solutions influence strategic direction

DATA & RESEARCH

throughout the travel and meeting industries

trave(@

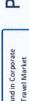
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NORTHSTAR STUDIO96









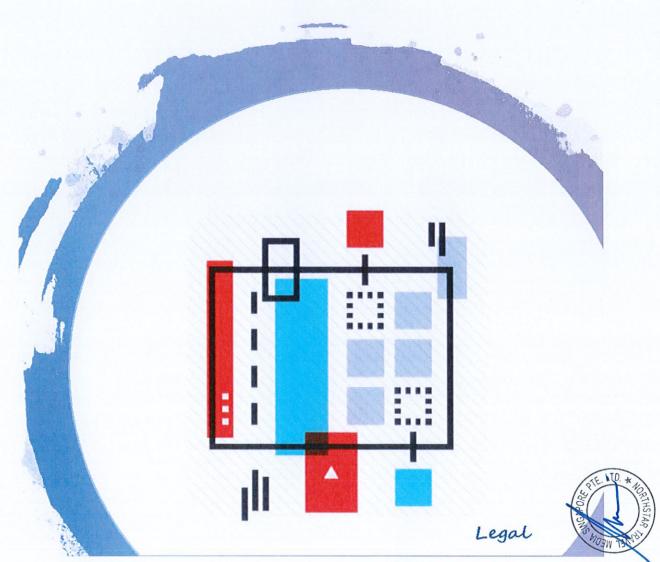








VIDEO BIILLBOARD Digital Banner ad on M&C Asia Website



VIDEO BILLBOARD

impossible-to-miss front-and-centre placement at the top of For maximum visual impact of images and videos, this the page offers a huge display area.

Some sample links for video billboard:

Philippines billboard:

https://console.adventive.com/ad/demohtml/c7c9fe36-6f00-4818-8ded-750316bea221/0

Latest News

STB (SG Clean):

https://console.adventive.com/ad/demohtml/72f77ffd-2aea-4633-

aa17-672ee6f4c738/0

STB (Robots):

https://console.adventive.com/ad/demohtml/1f5a6a15-fd0e-4204-

8c32-7999ec105b81/

970x250px Dimension: USD8,000 /week Published rate:

USD4,000 for one week Special rates: Ad Materials and video link to be provided by the client.











Macau gears up for MICE rebound

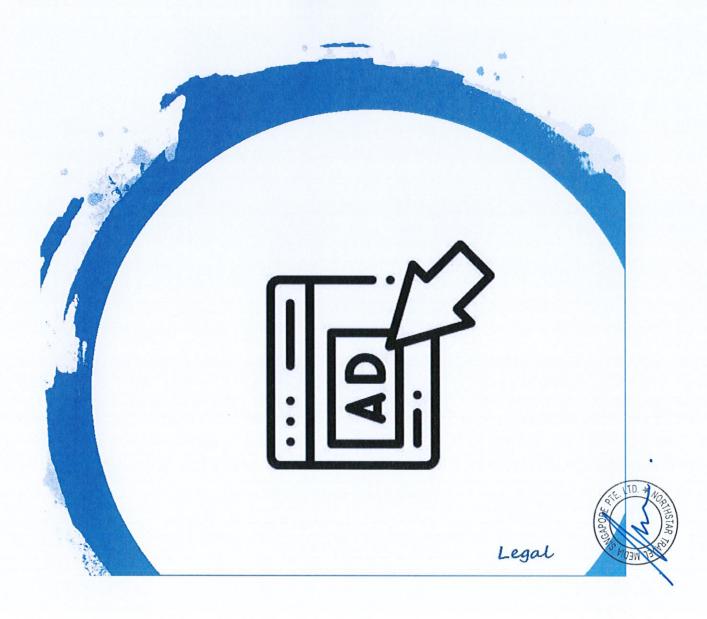
th IBF Annual Convenie



SEE MORE

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DIGITAL BANNER eNewsletter of M&C Asia



Digital Banners on eNews

M&C Asia's twice-weekly digital brings industry news, tips, recommendations and highlights to 15,000 MICE planners in Asia.

Digital subscribers:

15,000 (BPA audited)

Banner position:

Published rate:

Special rate:

Leaderboard banners

USD 2,800 per week

USD 2,200 net per week

Banner position:

Published rate:

Special rate:

Rectangle banners + 15 word text

USD 2,500 per week

USD 2,000 net per week

*Ad Materials to be provided by the client.







PRINT ADVERTISING





Publication:

M&C Asia

Circulation:

(10,100 print + 15,000 eBook subscribers)

25,600 (BPA audited)

Ad size: Published rate: Special rate:

US\$14,700 nett per insertion US\$10,000 nett per insertion

One Full page Advertorial

Recommended Issues:

Jan-Mar 2022

Cover Story: CVB Updates Destination Report: Thailand

Cover Story: CV

MC/ASIA

Print Advertorial Examples

Kaohsiung / Taiwan

Special Feature

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https://online.fliphtml5.com/cbpnn/cnwc/#p=





https://online.fliphtml5.com/cbpnn/mgko/#p=15



Millennium Group / Singapore



https://online.fliphtml5.com/cbpnn/ynra/#p=7

SPECIAL PACKAGE FOR TCEB

Campaign period: January to March 2022

- 1 x full page advertorial in M&C Asia Jan-Mar 2022 issue (with Thailand destination
- 1 x weekly video billboard on M&C Asia website
- 3 x weekly rectangle banner ad on M&C Asia GlobalWrap eNewsletter blasting to entire digital subscribers database

BONUS

Editorial feature / Interview with top management of TCEB

Special package price: **USD 20,000 nett** (original value over USD 40,000)

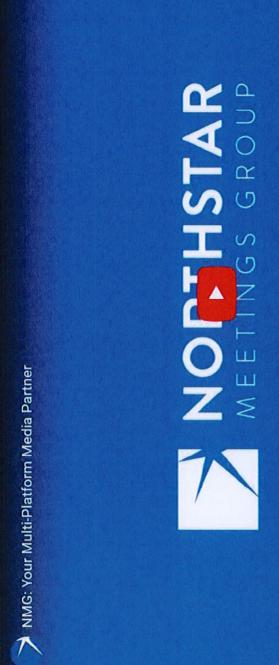




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YOUR MULTI-PLATFORM MEDIA PARTNER

Copy link



https://youtu.be/NzS-oEfW1GI



THE NORTHSTAR DIFFERENCE: WHAT YOU GAIN FROM US

#

Our database is your database. Our programs
leverage our robust
CRM tool and nearly
Imm data records retail travel agents,
meeting planners,
incentive planners
and corporate travel
managers - matching
audience profiles to
your business needs.

#2

Strong technology is at our core.

Our dedicated team of digital strategists and technologists become an extension of your company.

#3

We set the tone for an industry.

Our media outlets are the most respected and utilized news and information sources for the travel industry, and loyal audiences trust us to deliver.

44

Expertise + Relevance = Engagement Our award-winning content teams have the expertise to create content that engages your prospects. Our teams know how to communicate what our audiences want to learn.

#5

Our commitment is ironclad.

When our team devises a strategy with you, we take responsibility for it. Partnering with us from the start ensures campaign results that meet your expectations.





Thank You

Group Publisher
Irene Chua
Irene.chua@ntmllc.com
DID: (65) 6801 0451
M: (65) 9838 3953

Media Representative

Manna Ma

Manna.ma@ntmllc.com

M: (852) 9731 2090

Date:

16 November 2021

From:

Northstar Travel Media Singapore Pte Ltd

91 Bencoolen Street #05-08

Sunshine Plaza Singapore 189652

To:

Thailand Convention & Exhibition Bureau (Public Organization)

Siam Piwat Tower Building,

25th & 26th Floor, Unit A2, B1 and B2

989 Rama 1 Road, Pathumwan, Bangkok, 10330, Thailand

Project Name:

Creating awareness of Promotional Campaign's Supporting

Criteria

Activity Name:

Procuring International Media's Space for Promoting SMILE

Promotional Campaign

No.	Description		Total (USD)
1	Advertorial	Full page Write-up & Insertion	10,000
2	Banner Ad	3 Weeks	6,000
3	Video Billboard Banner	1 Week	4,000
4	Editorial feature / Interview		Bonus
	AND TOTAL (USD) asive of Thailand's 7% Vat		20,000

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Business Profile (Company) of NORTHSTAR TRAVEL MEDIA SINGAPORE PTE. LTD. (201400773C)

Date: 02/12/2021

The Following Are The Bri	ef Particulars of :		
UEN	: 2014007	773C	
Company Name.	: NORTH	STAR TRAVEL MEDIA SINGAPORE PTE. LTD.	
Former Name if any	:		
Incorporation Date.	: 07/01/20	014	
Company Type	: PRIVAT	E COMPANY LIMITED BY SHARES	
Status	: Live Cor	mpany	
Status Date	: 07/01/20	014	
Principal Activities			
Activities (I)	: PUBLIS	HING OF JOURNALS, PERIODICALS AND MAGAZI	NES (58132)
Description	:		
Activities (II)	:		
Description	:		
Capital	L		
Issued Share Capital	Number of Shares *	Currency	Share Type
(AMOUNT)			
4696390	4696390	SINGAPORE, DOLLARS	ORDINARY
100	100	UNITED STATES OF AMERICA, DOLLARS	ORDINARY
* Number of Shares include	s number of Treasury Shares	,	'
Paid-Up Capital	Number of Shares	Currency	Share Type
(AMOUNT)			
4696390		SINGAPORE, DOLLARS	ORDINARY
100		UNITED STATES OF AMERICA, DOLLARS	ORDINARY

Authentication No.: V21961744O

Page 1 of 4







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Business Profile (Company) of NORTHSTAR TRAVEL MEDIA SINGAPORE PTE. LTD. (201400773C)

Date: 02/12/2021

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

Number Of Shares	Currency						
Registered Office Address	:	91 BENG #05-08 SUNSHI SINGAP	NE PLA				
Date of Address	:	23/02/20	15				
Date of Last AGM	:	20/02/20	21				
Date of Last AR	:	05/04/20	21				
FYE As At Date of Last AR	:	31/12/20	19				
Audit Firms							
NAME							
INPRO ASSURANCE							
Charges							
Charge No.	Date Registere	d	Curre	ncy	Amount Sec	ured	Chargee(s)
Officers/Authorised Repres	sentative(s)						
Name		ID		Nationality/	Citizenship	Source of Address	Date of Appointment
Address				Position He	eld	Addless	
LISA JILL COHEN		4628	53068	AMERICA	N	ACRA	03/03/2014
32 SILENT GROVE NORT WESTPORT CT 06880 UN AMERICA				Director			
ROBERT GERARD SULLI	VAN	5056	94513	AMERICA	N	ACRA	03/03/2014
33 GEORGIAN LANE DAR 06820 UNITED STATES OF AME				Director			
JANINE LESTER BAVOSO)	5072	29252	AMERICA	N	ACRA	05/08/2014

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Business Profile (Company) of NORTHSTAR TRAVEL MEDIA SINGAPORE PTE. LTD. (201400773C)

Date: 02/12/2021

Officers/Authorised Representative(s)

Name	ID	Nationality/Citizenship	Source of Address	Date of Appointment	
Address		Position Held	Address		
37 ROGERS AVENUE BERKELEY HEIGHTS NJ 07922 UNITED STATES OF AMERICA		Director			
CHUA SEOK CHUAN	S1796745B	SINGAPORE CITIZEN	OSCARS	01/01/2019	
18 PINE GROVE #07-03 CAVENDISH PARK SINGAPORE (597594)		Director			
THOMAS LAWSON KEMP	654046052	AMERICAN	ACRA	07/01/2014	
37 MARGUERITE AVENUE, MILL VALLEY CA 94941, UNITED STATES OF AMERICA		Director			
ABDUL JABBAR BIN KARAM DIN	S6936625B	SINGAPORE CITIZEN	ACRA	26/02/2014	
120 ROBINSON ROAD #08-01 SINGAPORE (068913)		Secretary			
YEOH KAR CHOO	S2588551A	SINGAPORE CITIZEN	ACRA	10/08/2021	
120 ROBINSON ROAD #08-01 SINGAPORE (068913)		Secretary			

Shareholder(s)

Name Address		ID	Nationality/Citizenship Place of incorporation/	Source of Address	Address Changed
			Origin/Registration	nauroso	
1	NORTHSTAR TRAVEL MEDIA, LLC	T14UF0085B	UNITED STATES OF AMERICA	ACRA	

100 LIGHTING WAY, SECAUCUS NJ 07094, UNITED STATES OF AMERICA

Ordinary(Number)	Currency
4696390	SINGAPORE, DOLLARS

Authentication No.: V#19617440

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Business Profile (Company) of NORTHSTAR TRAVEL MEDIA SINGAPORE PTE. LTD. (201400773C)

Date: 02/12/2021

Shareholder(s)

Name	ID Nationality/Citizenship Place of incorporation/		Source of Address	Address Changed
Address		Origin/Registration	Address	
Ordinary(Number)	Currency			
100	UNITED S	UNITED STATES OF AMERICA, DOLLARS		

Abbreviation

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

FS - Financial Statements

FYE - Financial Year End

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

Note:

- The information contained in this product is collated from lodgements filed with ACRA, and/or information collected by other government sources.
- The list of officers for this entity is available for online authentication within 30 days from the date of purchase of this Business Profile. Please scan the QR code available on the last page of this profile to access the authentication page. For more information, please visit www.acra.gov.sg.

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES SINGAPORE

RECEIPT NO.

: ACRA211202142471

DATE

: 02/12/2021

This is computer generated. Hence no signature required.

Authentication No.: V21961744O

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