

India Representative Employment (Pay Per Performance) Agreement

Agreement No. 64-070

This Agreement 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 June 7, 2021 between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Venture Marketing F.Z.E, License Number 26726, which has registered as a juristic person at United Arab Emirates, having its registered office at B.C. 1302290, Ajman Free Zone, Ajman, United Arab Emirates, represented by the authorized person, Mr. Nitin Sachdeva, who held passport number Z5635226, hereinafter referred as the "Representative" of the other part.

Now, therefore, both parties agree to enter into this Agreement as follows;

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission for India Representative Employment (Pay Per Performance) Agreement which be according to the Terms and Conditions of this Agreement and Scope of work that specified in Appendix 1 Term of Reference ("TOR") and Appendix 2 Venture Marketing F.Z.E's proposal (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB, commencing on June 8, 2021 to September 30, 2021.

The Representative agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the Work under this Agreement.

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

- 2.1 Appendix 1 Term of Reference (TOR), all 5 (five) pages.
- 2.2 Appendix 2 Venture Marketing F.Z.E's proposal, all 5 (five) pages.
- 2.3 Appendix 3 Quotation No. Qu-21-22/TCEBC, all 1 (one) page.
- 2.4 Appendix 4 Corporate documents and passport, all 3 (three) pages.



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

Clause 3. PERFORMANE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of USD 1,375 (one thousand, three hundred and seventy-five US dollars only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement period, for any reason, including the delay in work delivery of the Representative that cause change of the completion period or the due date of liability for defects under the Agreement, no matter what time it occurs, the Representative 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 Representative under this Agreement to the Representative without interest.

Clause 4. COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Representative agrees to accept the payment of the Service fee in the amount of USD 27,500 (twenty-seven thousand and five hundred US dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative, in accordance with the term of payment which set forth in Term of reference (TOR) (Appendix 1), Venture Marketing F.Z.E's proposal (Appendix 2) and Quotation (Appendix 3).

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service 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. DUTIE AND LIABILITIES OF THE REPRESENTATIVE

5.1 The Representative shall deliver work in accordance with the form and method prescribed in Appendix 1 and Appendix 2.

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

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

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

5.3 All the Work and documents that the Representative has prepared regarding this Agreement shall be deemed as confidential and shall be the property of TCEB. The Representative must deliver all the Work and documents to TCEB at the end of this Agreement. The Representative 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 Representative has performed in accordance with this Agreement only, and the Representative shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Agreement in other businesses other than those specified in the Agreement, unless obtaining prior written permission from TCEB.



5.5 The Representative 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 Agreement.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Representative 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.

Clause 6. FINE

If the Representative is unable to complete the Work within the time specified in the Agreement and TCEB has not terminated the Agreement, the Representative 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 Agreement or the end of working period extended by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative, only for the excess of the said fine.

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

Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Representative fails to comply with any provision of this Agreement for any reason, causing the fine, damages, or expenses to TCEB, the Representative 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 Representative fails to compensate in full within the prescribed period, TCEB shall have the right to deduct such amount from the Service fee that TCEB shall pay the Representative or enforce payment from performance security immediately.



In the event that the Service fee to be paid to the Representative and performance security are not sufficient to cover the fine, damages, or expenses, the Representative 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 the Service fee after being deducted to pay fine, damages or expenses to the Representative.

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

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 Representative 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 Representative to not be able to complete the Work according to the conditions and schedule of this Agreement, the Representative 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 Representative fails to comply with the first paragraph, it shall be deemed that the Representative 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 Representative prepares or is working on the Work under this Agreement, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Representative and staff and personnel of the Representative shall provide cooperation, convenience and reasonable assistance.

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

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

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or personel of the Representative, 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 Representative is completed according to the Agreement 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 Representative is not liable under the law, including the event that there is a problem with the interpretation of this Agreement or relating to any matter arising under or in connection with this Agreement, regardless of whether the problem arises during operations or after the Work period under this Agreement ends or after the Representative abandons works, the Representative agrees to decisively accept the decision of TCEB and the Representative 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 Agreement, TCEB will issue proof of acceptance in writing for the Representative to be used as evidence for requesting the Service fee of such hired work.

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

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

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



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

Clause 11. SUB-CONTRACTING

The Representative has not right to sub-contract the Work under this Agreement, 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 Representative from liability or obligation under this Agreement and the Representative 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 Representative has partially sub-contracted in violation of the provisions of the first paragraph, the Representative 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 Agreement.

Clause 12. TRANSFER OF THE RIGHT UNDER THE AGREEMENT

The Representative shall not transfer any rights or benefits under this Agreement to others without prior consent from TCEB, except for the transfer of the right to receive the Service fee under this Agreement.

Clause 13. TEMPORARY SUSPENSION AND AGREEMENT TERMINATION

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

If the Representative does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Representative 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 Agreement immediately and has the right to hire a new Agreementor to complete the Representative's works. Execising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee 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 Representative.

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

Termination of the Agreement 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 Representative.

13.2 TCEB may serve the written notice to the Representative at any time that TCEB intends to temporarily suspend the Work of the Representative, whether in whole or in part, or to terminate the Agreement. In the event that TCEB intends to terminate the Agreement, such termination of the Agreement shall take effect at least 7 (seven) days after the date the Representative has received the written notice, or may be earlier or later than that period, depending on the agreement of the Parties. Upon receiving such the written notice, the Representative shall stop working immediately. The Representative has no right to receive payment of the Service fee 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 Representative as TCEB deems appropriate.

In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of the Service fee specified in Term of payment of Appendix 1 TOR attached this Agreement to the Representative, 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 Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

The Representative 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 the Service fee prescribed or part thereof.

Legal



Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The Agreement or shall deliver all these documents to TCEB upon the completion of the Agreement. The Agreement 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 Agreement 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.

Clause 17. Notice

Notices must be sent to the following addresses, or to such other addresses as one Party notifies to the other Parties, subject to the future change which must be notified in writing to the other Party:

- (a) TCEB
Thailand Convention & Exhibition Bureau
Siam Piwat Tower, 25th and 26th Floor,
989, Rama 1 Road, Pathumwan Sub-district,
Pathumwan District, Bangkok, 10330, Thailand.
- (b) The Representative
Venture Marketing F.Z.E.
India Office: 10/37, Old Rajinder Nagar,
New Delhi-110060, India.


Legal



This Agreement 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.

Thailand Convention & Exhibition Bureau
(Public Organization)

Venture Marketing F.Z.E.

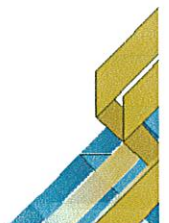
Signed:  TCEB
(by Mr. Chiruit Isarangkun Na Ayuthaya)

Signed:  Representative
(by Mr. Nitin Sachdeva)



Signed:  Witness
Ms. Urailuk Yarangsee
Senior Manager
Legal and Good Governance Section
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Witness
(**PARUL KERA**)
Venture Marketing F.Z.E.



อ.ส.5 ใบสัณห์สังเคราะห์

เลขที่ 15745
วันที่ 22 มิถุนายน 2564

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขประจำตัวบ้าน

ห้องเลขที่

หมู่บ้าน

เลขที่ 989 หมู่ 2, 81 และ 82

ตำบล/ตำบล

ถนน พระราม 1

เขต/อำเภอ กรุงเทพมหานคร

รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพิวรรธน์ทาวเวอร์

ชั้นที่ 25, 26

เลขที่ -

แยก -

แขวง/ตำบล ปทุมวัน

จังหวัด กรุงเทพมหานคร



อยู่สัญญา

เลขประจำตัวผู้เสียภาษีอากร

เลขที่สาขา

ชื่อ VENTURE MARKETING F.Z.E.,

ได้เสียภาษีอากรแสดงเป็นตัวเงินสำหรับชำระตามบัญชีอัตราภาษีอากรแสดง ปี 4
สำหรับชำระภาษีอากร สัญญาจ้าง ดังนี้ :



	บาท	สต.
มูลค่าชำระภาษีอากร	806,150	80
ค่าภาษีอากรแสดง	807	00
เงิน เพิ่ม	0	00
รวมเงิน	807	00

จำนวนเงิน เป็นตัวอักษร (แปดร้อย เจ็ดบาทถ้วน)

ตามใบเสร็จ เลขที่ 008522

ลงวันที่ 22 มิถุนายน 2564

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25640622-1-06-000034

ลงชื่อ

(นางสุพาสินี ทาริน)

ตำแหน่ง

เจ้าพนักงานธุรการปฏิบัติงาน

ใบสัณห์สังเคราะห์นี้จะส่งมอบให้ผู้เสียภาษีอากรและผู้มีหน้าที่เสียภาษีอากรแสดงให้ดูและขอใบเสร็จรับเงินจากผู้มีหน้าที่เสียภาษีอากร



Terms of Reference

For the Specific Procurement Method

1. Name of the Project

Overseas Marketing Representatives (Pay Per Performance) in India, Australia

2. Name of Activity

India Representative Employment (Pay Per Performance) for Convention Department, Thailand Convention & Exhibition Bureau (for fiscal year 2021)

3. Budget

Amount USD 27,575 (Thailand's VAT inclusive)

4. Background of the Project

Based on FY2020 Thailand's MICE statistics before the emerging of Covid-19 pandemic all over the globe, India has the highest number of outbound travelers to Thailand in terms of Convention market with the growth rate of 83 percent (information as of 14 December 2020). With this significant number, India needs to be targeted as Thailand's source market for convention travelers and representative in India needs to be appointed. Representative in India, called contractor in this Terms of Reference, will conduct marketing strategy plan and provide Thailand Convention & Exhibition Bureau (TCEB) with market insight/update of convention market in India. Proactively making marketing efforts to establish a network of alliance and partners, connect TCEB with convention organizers/owners in India as well as design and conduct in-market activities to engage potential clients, promote Thailand as a destination for convention industry.

5. Objectives of the Project

- 5.1. To conduct marketing strategy plan and provide market insight & intelligence report of India convention market.
- 5.2. To design marketing plan and conduct in-market activities in India in order to increase a chance of Thailand being considered as a destination for international conventions.
- 5.3. To promote, develop and establish Thailand as a preferred Conventions' destination in Asia and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with media, local association, international association, PCOs, DMCs, EMCs, AMCs, etc.
- 5.4. To provide TCEB with the insight information of the event (lead) that has potential to choose Thailand as a destination.

6. Scope of Work

Representative has to coordinate and supply information to buyers and target groups as well as act as TCEB's one stop information center for MICE industry in India with the following scope of work.



Part One

- 6.1. To conduct marketing strategy plan as well as provide TCEB with market insight, market intelligence and updates of convention industry in India.
- 6.2. To design the marketing activity programs with at least 3 activities with target clients in the responsible region to promote Thailand as a destination for convention industry.

Part Two

- 6.3. To implement marketing activity programs with target clients in the responsible region to promote Thailand as a destination for convention industry.

Part Three

- 6.4. To seek for new potential leads by approaching new clients who regularly hold international conventions, keeping rapport with existing clients and looking into identifying opportunity to propose Thailand as host destination.
- 6.5. To provide TCEB with full information of the maximum of 3 potential leads. Leads that can be counted as qualified lead will be characterized as follow:
 - 6.5.1. Must provide necessary information about the lead i.e. name of event, number of series, open year, international organizers, historical information of the event, etc.
 - 6.5.2. Clients must show genuine interest in considering Thailand as a host destination for their events or Thailand must be in their shortlist as a host destination
 - 6.5.3. Must obtain bid requirement/bid guideline from the clients
 - 6.5.4. Must conduct research/obtain detailed information about the lead e.g. contact of local membership in Thailand, example of previous bid proposal, bidding competitors, decision makers, important factors to consider when placing a bid, preference of proposed city/venue, etc.
 - 6.5.5. Qualified lead will be considered at TCEB discretion.

7. 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;



8. Duration of the Project

From the contract signing date until September 30, 2021

9. Delivery of work

The contractor must deliver the work to TCEB and the work must be approved by the Inspection Committee within the specified period as follows:

Submission	Detail of Work Delivery	Submission Date
Submission of Part One	Contractor is required to submit the work according to (6) Scope of Work Part One in electronic file format which includes <input type="checkbox"/> marketing strategy plan and market insight of convention market in India <input type="checkbox"/> marketing activity plan with at least 3 activities	within 45 days after the signing date
Submission of Part Two	Contractor is required to submit the work according to (6) Scope of Work Part 2 in electronic file format which includes executive summary, result of each activity proposed, database of participants, name of potential events, photo of events (if any), suggestions & recommendations, etc.	within 30 days after the last activity is implemented but not later than September 30, 2021
Submission of Part Three	Contractor is required to provide TCEB with the information of potential lead(s) according to (6) Scope of Work Part 3 in electronic file format	within 30 days after the acquisition of each qualified lead but not later than September 30, 2021

10. Payment terms

TCEB shall pay contractor for the provision of the services a total of USD 27,575 (Thailand's VAT inclusive). During the contract period, after the each work is submitted and approved by the Inspection Committee.

Payment	Detail of Payment
Part 1	Payment of 100% according to the quoted price will be paid after the contractor has submitted the work according to Submission of Part One
Part 2	Payment of 100% according to the quoted price will be paid after the contractor has submitted the work according to Submission of Part Two
Part 3	TCEB will pay according to the number of actual qualified lead submitted and according to the price per lead quoted in the proposal (according to (6) Scope of Work Part Three)

11. 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



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contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

12. 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.

13. 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.

14. 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.

15. Ownership of data and documents

- 15.1. 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.
- 15.2. All information (including the names of any potential clients of TCEB) obtained or provided by contractor in the provision of the services shall be the property of TCEB.
- 15.3. 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.
- 15.4. 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.

16. 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



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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.

17. Sub-contracting

The contractor has not 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.

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 Suparat Veeravattana
Manager, Convention Department
Email: Suparat_v@tceb.or.th
Telephone 02 694 6000 ext. 6171

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Proposal to Develop India Market

for

Conventions Department

(Thailand Convention & Exhibition Bureau)

Contents:

1. Company Profile
2. India Convention Market Overview
3. Proposal
4. Budget Allocation & Pay Per Lead



Venture Marketing F.Z.E

Registered Office: B.C 1302290, Ajman Free Zone, Ajman, United Arab Emirates
India Office: 10/37, Old Rajinder Nagar, New Delhi-110060

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Company Profile

Venture Marketing F.Z.E is a boutique agency specialising in Tourism and Meetings Industry comprising on development of Meetings, Incentive, Conventions and Exhibition Segments by providing a full spectrum of integrated consulting services. The company was conceptualized and later founded by group of seasoned, international destination marketing professionals, who wanted to landmark their presence by offering their services through much earned and developed skill set over a decade in areas of global meetings industry, travel, hospitality and related aviation services.

We are Meetings Industry specialist and we work in no other industry sector. Our team members are expert consultants in every phase of the Meetings industry processes, from conducting Market Intelligence to business development to marketing & sales, and can provide end-to-end solutions that deliver meaningful, measurable results.

Our integrated approach is centered upon Travel Trade contacts, Corporates Executives, Association Executives and other sales channels that we manage and will continue to deliver clients and income to destinations and communities long after the completion of a project.

We have relationships with some of the most prominent organizations in the industry and the public, private and non-profit sector that keep us at the leading edge of trends in Meetings Industry Development.

Our team likes to be an extension of our client's team. We set goals and agree what direction we're all going in and we prefer an entrepreneurial and flexible way of working to get there.

Our services include:

- Strategic Planning & Consulting
- Training & Development
- Tourism Marketing
- Public Relations
- Marketing Strategy and Development

Our Office:

Venture Marketing F.Z.E
B.C 1302290,
Ajman Free Zone, Ajman,
United Arab Emirates

India Office:

Venture Marketing
10/37, Old Rajinder Nagar
New Delhi-110060



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India Convention Industry Overview

The Indian Convention Industry is currently at a nascent stage, contributing only a small proportion of the world conventions business. In terms of number of meetings, India has a share of 1% and in terms of delegate arrivals/ participation, 0.7% of the world figures. In terms of revenue figures, due to lack of agreement on the definition of conventions and conferences as well as absence of records, it is quite difficult to assign a value of this business in the national context. However, with the consistent growth in India along with the global approach, local associations have been partnering with overseas partner associations and organizing their conventions to share and gain knowledge from one country to another.

With the emergence of India as a key economic hotspot convention tourism has enormous possibilities in the country and to have more foreign conventions from India. India's growing strength across industries like Pharmaceuticals, Automobile, Information Technology, Agriculture, Engineering Aviation, Bio technology, Renewable Energy, Manufacturing Sector and many more has prompted prominent international bodies to target the conventions in the country

Based on FY2020 Thailand's MICE statistics before the emerging of Covid-19 pandemic all over the globe, India has the highest number of outbound travelers to Thailand in terms of Convention market with the growth rate of 83 percent (information as of 14 December 2020).

PROPOSAL

Objective:

- To conduct marketing strategy plan and provide market insight of India convention market.
- To design marketing plan and conduct in-market activities in India in order to increase a chance of Thailand being considered as a destination for international conventions.
- To promote, develop and establish Thailand as a preferred Conventions' destination in Asia and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with media, local association, international association, PCOs, DMCs, EMCs, AMCs, etc.
- To provide TCEB with the insight information of the event (lead) that has potential to choose Thailand as a destination.



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Strategy for the market:

- We will conduct marketing strategy plan as well as provide TCEB with market insight and updates of convention industry in India.
- We will design the marketing activity programs with target clients in India to promote Thailand as a destination for convention industry.
- We will implement marketing activity programs with target clients in India to promote Thailand as a destination for convention industry.
- We will seek for new potential leads by approaching new clients who regularly hold international conventions, keeping rapport with existing clients and looking into identifying opportunity to propose Thailand as host destination.
- We will provide TCEB with full information of the maximum of 3 potential leads as per the qualifying criteria laid down by TCEB.
- We will coordinate and supply information to buyers and target groups as well as act as TCEB's one stop information center for MICE industry in India.
- We will strengthen and expand Thailand's MICE industry in India, by supporting TCEB in organizing the special marketing activities as which fall outside of the Scope of Works and upon TCEB's requests on case-to-case basis.

Our strategy will have 02 phases and they are as follows:

1. **Market Insight and Intelligence Report:** We will create a Market Insight and Intelligence report for the India Market and this report will be the base of driving marketing activities based on the findings of the report.

Below are the key parameters for the report:

- Market Overview
- Convention Trends
- Competitor analysis
- List of outbound conventions from source market & analysis
- List of top key players of each source market and why.
- Key international industry association in each source market ranked by its relevancy.
- How we can collaborate/partner with them?
- Key media for convention industry in each source market and why.
- Thailand's opportunities & recommendations

2. **Marketing Activity Plan** will include activities which will be used for generating leads from the Indian Market. We will focus on partnerships with local PCO's & AMC's to fastrack our reach to the market. .

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Summary:

- Positioning of Thailand as the preferred Convention destination for Indian Associations, PCO's, AMC's etc.
- Generate 3 leads from India market
- Market Insight and Intelligence Report on the Indian Convention Market for Thailand.
- Reporting for marketing activities
- Partnership with key PCO's like Meetings and More, Alpcord Network Event & Conferences Mgmt. Company Pvt. Ltd, India Attitude events and likes of these companies.
- Partnership with Key Media focusing on the Association market.
- Generate maximum of 3 qualified leads from India

COST

Part	Service	Unit	Unit Price	Total (USD)
1	Market Insight Report, Marketing Strategy & Marketing Activity Plan	1	5,500	5,500
2	Implementation of Marketing Activity according to the Marketing Activity Plan	1	12,400	12,400
3	Lead Generation	3	3,200	9,600
Grand Total				27,500

Remarks:

1. All pricing is Thailand 7% VAT inclusive.
2. Cost includes travel related expenses and marketing cost associated with the agreed activity plan.
3. Any additional activities will be charged in addition to the fees and will be agreed upon in writing by both parties prior to any costs being incurred.

Our Contact:

Nitin Sachdeva

CEO - Venture Marketing F.Z.E

Mobile: +919818885542 | +971505039284

Email: nitin@venturemarketing.in | nitin@venturemarketing.world

End of Proposal

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QUOTATION

Date: 17th May, 2021
Quotation No: QU-21-22/TCEBC
Project Name: Overseas Marketing Representatives (Pay Per Performance) India
Recipient: Thailand Convention Exhibition Bureau (TCEB)
Attention: Nooch Homrossukhon

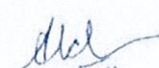
No.	Description	Unit	Unit Price (USD)	Total (USD)
1	Marketing insight report, marketing strategy & marketing activity plan	1	5,500	5,500.00
2	Implementation of marketing activity according to the marketing	1	12,400	12,400.00
3	Provision of 3 qualified leads	3	3,200	9,600.00
Grand Total (USD)				27,500.00

In words: U.S. Dollars Twenty Seven Thousand Five Hundred Only

Remarks:

1. All pricing is Thailand 7% VAT inclusive.
2. Cost includes travel related expenses and marketing cost associated with the agreed activity plan.
3. Any additional activities will be charged in addition to the fees and will be agreed upon in writing by both parties prior to any costs being incurred.




Nitin Sachdeva
Authorized Signatory



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United Arab Emirates

منطقة عجمان الحرة
Ajman Free Zone

Services License

LICENSE NO.	26726	26726	رقم الرخصة
LICENSEE	NITIN SACHDEVA	نيتين ساشديف	صاحب الرخصة
TRADE NAME	Venture Marketing - F.Z.E	المغامر تسويق م.م.ح	الاسم التجاري
ACTIVITY	Advertisement Agency	وكالة الدعاية والإعلان	النشاط
LEGAL STATUS	Free Zone Entity - F.Z.E	مؤسسة منطقة حرة - م.م.ح	الشكل القانوني
ADDRESS	B.C. 1302290	B.C. 1302290	العنوان
MANAGER	NITIN SACHDEVA	نيتين ساشديف	المدير
Establishment Date	July 10, 2019	July 10, 2019	تاريخ التأسيس
Expiry Date	July 9, 2021	July 9, 2021	تاريخ الانتهاء

منطقة عجمان الحرة
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भारत गणराज्य REPUBLIC OF INDIA		भारत गणराज्य REPUBLIC OF INDIA	
प SACHDEVA	P SACHDEVA	IND IND	Z 5635226 Z 5635226
नाम / Surname SACHDEVA	नाम / Surname SACHDEVA	राष्ट्र / Nationality भारतीय / INDIAN	राष्ट्र / Nationality भारतीय / INDIAN
पूरा नाम / Given Name(s) NITIN	पूरा नाम / Given Name(s) NITIN	लिंग / Sex M	लिंग / Sex M
जन्म स्थान / Place of Birth DELHI, DELHI	जन्म स्थान / Place of Birth DELHI, DELHI	जन्म तिथि / Date of Birth 29/09/1984	जन्म तिथि / Date of Birth 29/09/1984
स्थान / Place of Issue DELHI	स्थान / Place of Issue DELHI	वैधता / Validity 13/09/2019	वैधता / Validity 12/09/2029

