

India Representative Employment Agreement

Agreement no. 65-093

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 November 10th, 2022, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Puripan Bunnag, hereinafter referred as the **"TCEB"** of the one party and

Venture Marketing, Registration Number 07AAKFV4924E1Z2, is a company registered in Delhi state, having its registered office at 10/37, Old Rajinder Nagar, New Delhi 110060, India, represented by the authorized person, Mr. Nitin Sachdeva and Ms. Parul Gera, hereinafter referred as **"the Representative**" on 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 to perform the service for the activity of India Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB), which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Venture Marketing's proposal, Appendix 3 Services by Venture Marketing, Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2023, (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a period of 12 (twelve) months, commencing on October 1st, 2022 until September 30th, 2023.

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 Terms of Reference (TOR), all 6 (six) pages.
- 2.2 Appendix 2 Venture Marketing's proposal, all 13 (thirteen) pages.

2.3 Appendix 3 Services by Venture Marketing, all 6 (six) pages.

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2.4 Appendix 4 Reimbursement of Expenses, all 2 (two) pages.

2.5 Appendix 5 Representative KPIs FY2023, all 2 (two) pages.

2.6 Appendix 6 Venture Marketing's Quotation, all 1 (one) page.

2.7 Appendix 7 Venture Marketing's corporate documents and passport, all 12 (twelve) pages.

In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement shall apply, and in the event that the text of Appendixes conflict with each other, the Representative shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Representative 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 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. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of USD 3,852 (three thousand, eight hundred and fifty-two 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.

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กลัก การรัส (Jower Building, 25° & 26° FL, 989 Rama 1 Road, Pathumwan, Bangkok 10330, Thailand และบอยกมหัวปรอบไหวปรอก ขึ้น 25 และ 26 เละที่ 989 อนและละราย 1 แรวปปรุ่มวัน ระกปรุ่มวัน ระบบรูป

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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 77,040 (seventy-seven thousand and forty US dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of USD 6,420 (six thousand, four hundred and twenty US dollars only) (Thailand's VAT included) for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

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.

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.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

5.1 The Representative shall deliver work in accordance with the form and method prescribed in Appendix 1, Appendix 2, Appendix 3 and Appendix 5.

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.

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Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not 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 % of the value of the undelivered work, but not less 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.

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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.

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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.

TCEB or the Inspection Committee, or the representative of TCEB has the right to inspect and control the Work to be in accordance to 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.

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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 to complete the 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 extention 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 no 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.

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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.

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.

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In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of the Service fee that specified in Terms 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.

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 Representative shall deliver all these documents to TCEB upon the completion of the Agreement. The Representative 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. Personal Data

The Representative is deemed as the personal data processor pursuant to this Agreement, having the duties to implement the procedure of personal data collection, use or disclosure for or on behalf of TCEB in accordance with the Personal Data Protection Act B.E. 2562 and other laws enacted in accordance with the Personal Data Protection Act B.E. 2562, hereinafter referred to as the **"Personal Data Protection Law"** being in force and effect at the date of this Agreement and its amendment thereafter. Both parties hereto accept and mutually agree as follows:

(1) TCEB as personal data controller agrees to designate the Representative as personal data processor to implement the procedure of personal data collection, use, or disclosure of customers/clients, MICE suppliers, and Partners both in Thailand and overseas. The personal data includes name, job title, positions held, picture, telephone number, social media account, email address for press releases distribution, sending news, marketing information and promotional offers, data analysis for conducting market research, surveys, and assessments, event/activity attendance database, coordination on a day-to- day basis, and business matching.

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In this regard, the Representative must complete the personal data processing within the specified period of time pursuant to this Agreement, except for the case that the parties agree to amend the Agreement or extend the period of time in performing the work pursuant to the Agreement.

(2) The Representative must explain TCEB's Privacy Notice to the data subject for acknowledgement pursuant to (1). The details of which are available at <u>https://www.businesseventsthailand.com/en/policy</u> or the documents attached to this Agreement Additionally, it shall request for the data subject's consent prior to processing of the personal data.

(3) The Representative shall limit the access to the personal data under this Agreement solely to the officer and/or employee, agent or any person assigned and having the duty or necessity to access the personal data under this Agreement only.

(4) The Representative shall control and supervise the officer and/or employee, agent or any person, who perform the duty of personal data processing, to maintain the confidentiality of the personal data with the same standard and to strictly comply with the Personal Data Protection Law. The Representative must process the personal data pursuant to the purpose of the operation as specified in this Agreement only, and shall strictly not reproduce, duplicate, make copy or take photo of the personal data, whether in whole or in part, except that it complies with the terms of the Agreement.

(5) In case the data subject submits the request for exercising the data subject's right in accordance with the Personal Data Protection Law directly to the Representative, then, the Representative shall immediately notify and send such request to TCEB. Additionally, the Representative shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Representative shall not respond to such request by itself, except that TCEB shall designate the Representative to take the action for specific matter relevant to such request.

(6) The Representative shall prepare and keep all Record of Processing processed by the Representative within the scope of this Agreement and the data as specified below, and shall deliver such record to TCEB upon the termination of Agreement and/or upon TCEB's request promptly.

- (a) Type of personal data processing;
- (b) Name and contact details of subcontractor (if any, in case of being permitted by TCEB in writing);
- (c) Name and contact details of subcontractor's personal data protection officer (if any, in case of being permitted by TCEB in writing);
- (d) Transfer of data abroad or to the international organization, and the documents specifying the appropriate protection measurement;
- (e) General explanation of technical measurement and administrative measurement for personal data protection;

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(7) The Representative shall establish and maintain the appropriate security measurement for data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard, by mainly taking into consideration the nature, scope and purpose of data processing as specified in this Agreement. This aims to protect the personal data from risk in connection with the personal data processing, such as the damage arising from the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, etc.

(8) Unless specified otherwise by the relevant laws, the Representative shall delete, destroy or return (pursuant to TCEB's notification) the personal data processed under this Agreement within 15 days from the date of completion of the processing or the date at which TCEB and the Representative have agreed in writing to terminate the Agreement or cancel the processing pursuant to this Agreement, as the case may be. The Representative shall confirm the deletion, destruction or return of such personal data in writing with TCEB.

(9) In case the Representative has found any circumstance affecting the security of personal data processed by the Representative under this Agreement which may cause the damage due to the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, then, the Representative shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Representative.

(10) Regarding the notification of personal data infringement under this Agreement, the Representative must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Representative shall provide TCEB with the information under the scope as specified by the Personal Data Protection Law as follows:

- (a) The details, nature and impact possibly occurring from the infringement;
- (b) The measurements used for preventing or mitigating the impact of the infringement;
- (c) Types of personal data and the data subject being infringed (if appearing);
- (d) Other information related to the infringement.

(11) The Representative has the duty to strictly maintain the confidentiality of the personal data known by it.

Alt. Aud (12) The Representative shall not subcontract any other persons for TCEB's personal data processing without written permission. In case the permission has been granted, then, such permission shall be granted to the specific subcontractor only. Additionally, the Representative shall sign the Agreement with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to the

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Representative pursuant to this Agreement. The Representative shall also be liable to TCEB for the performance of such subcontractor.

(13) The Representative's duty and responsibility to comply with the Agreement shall be terminated from the date of the agreed work completion or the date at which the Representative and TCEB have agreed in writing to terminate the Agreement, as the case may be. However, the termination of this Agreement shall not prejudice to the Representative's duty to delete or destroy the personal data as specified in clause 16 (8) and the confidentiality obligation as specified in clause 16 (4) and clause 16 (11) of this Agreement.

(14) Apart from the duty and responsibility as specified in this Agreement, in case of damage arising from the Representative's noncompliance with TCEB's order in relation to the collection, use or disclosure of the personal data, or breach of the provisions on part of the personal data, then, the Representative shall be responsible for such damage occurring to TCEB. Additionally, the Representative shall be deemed as personal data controller in accordance with the Personal Data Protection Act B.E. 2562 in substitution of TCEB, and in which the Representative shall be responsible as if the Representative were the personal data controller.

(15) In case the Representative does not strictly comply with TCEB's order on part of the personal data, then, TCEB shall be entitled to immediately terminate this Agreement.

Clause 17. 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.

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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.

Signed: TCEB Signed.....

by (Mr. Puripan Bunnag) Senior Vice President Acting President Thailand Convention & Exhibition Bureau (Public Organization)

by (Mr. Nitin Sachdeva and Ms. Parul Gera) Venture Marketing

Signed: ...



(Public Organization)

Project number 65097434229

(ANANDMOHANSINGH) Venture Marketing

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อ.ศ.5 ใบสลักหลังตราสาร

เลยฟ์ 02828 วันที่ 21 พฤศจิกายน 2565

เลยประจำตัว 0994000112165 เลยหีสาขา ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนิหรรศการ(องศ์การมหาชน)

ในฐานะ ผู้มีหน้าหึ่งสียอากร

หื่อยู่ : เดยรหัสประจำบ้าน น้องเลยที่ -เลยที่ 989นูนิตA2, B1และB2 ครอก/ฮอย -ถนน พระราม 1 เนต/ถ้าเถล ปฐมวัน รหัสไปรษณีย์ 10330

ส่สัญญา เลขประจำตัวผู้เสียภาษีอากร a Venture Marketing

ชื่ออาคาร สยามพิวรรธย์หาวเวอร์ ชั้นที่ 25,26

182/R ~ แยก -แบวง/ตำบล ปหุมวัน ฉังหวัด กรุงเหมมหานคร



เตยพี่สาขา

ได้เสียอากรแสดมป์เป็นด้วเจ็นสำหรับคราสารดามบัญชีอัตราอากรแสดมป์ น้อ 4 ลักษณะคราสาร สัญญาจ้าง ดังนี้ :

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จำนวนเงินเป็นตัวอักหร (สองพันหกร้อยหกสืบแปดบาทกัวน) สงวันที่ 21 พฤศจิกายน 2565 ตามใบเสร็จ เลยที่ 006262 เลขระบูเอกสาร อ.ศ.4 คือ 01003071-25651121-1-02-000093

> (นางสาวนุขประวีณ์ กิตติพิชญ์กุล) สำนักงานสรรพากรพื้นที่สาขาปทุมวัน 🗠

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อ เมื่อหนักงาน เจ้าหน้าหื่อากรแสตมป์ของหน่วย เก็บอาชีอากร ได้ดงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

Appendix 1



TERMS OF REFERENCE for the Specific Procurement Method

1. Name of the Project

1.1 Project: Strengthening Thailand's competitive advantage in overseas markets, Overseas Marketing Representatives

1.2 Activity: India Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

2. Budget

Amount of USD 77,040 (Thailand's VAT included) equivalent to THB 2,850,480. (estimated exchange rate: USD 1 = THB 37)

3. Background of the Project

As one of the most important markets of meetings and incentives industry with a significant number of outbound travelers generating revenues for its destinations, India needs to be targeted as Thailand's source market for meetings and incentives travelers. Representative in India, called the contractor in this Terms of Reference, will promote Thailand as a destination and provide market update for Thailand Convention and Exhibition Bureau (TCEB).

4. Objectives of the Project

The contractor will promote, develop, and establish Thailand as Asia's premier destination for meetings and incentives in India and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking, and promotion with media, corporate clients, intermediaries as well as MICE suppliers.

5. Scope of Work

5.1 Assist and support TCEB in planning and enhancing marketing strategies and implement activities by arranging and participating in destination promotions such as trade shows, roadshows, familiarization trips, sales missions/corporate functions, annual meetings, and other activities determined by TCEB within the time period specified. Also, effectively and efficiently manage and control expenses of marketing activities within the allocated budget as well as process reimbursement of these expenses within the timeframe and according to TCEB's regulations.

5.2 Increase TCEB's brand awareness and reputation as well as establish a close working relationships with partners such as airlines, tour operators, travel agents and other industry partners including Team Thailand in order to do a joint promotion on Thailand and encourage them to become more actively involved in promoting Thailand as MICE destination to their clients.

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5.3 Encourage meetings and incentives organizers or any special MICE groups to choose Thailand as the destination and generate MICE visitors to Thailand.

5.4 Maintain and strengthen current database, build up new customer targets, and update the progress to TCEB.

5.5 Create awareness of Thailand and TCEB through communication, networking activities and promotion.

5.6 Coordinate and supply information to buyers and target groups. Also act as TCEB's one stop information center for MICE industry in India.

5.7 Monitor market movements and trends closely. Provide TCEB with market insights and trends, competitor analysis, and updated information that is beneficial to TCEB regularly.

5.8 Assign at least one dedicated staff for Meetings and Incentives Department, TCEB, to serve as main contact person and liaison for all day-to-day matters. In case of temporary absence of the regular staff, a substitute shall be assigned.

5.9 The contractor must notify about TCEB's privacy policy to the data subject for acknowledgement, and request for the data subject's consent in order to proceed with the data subject's personal data.

5.10 The contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

5.11 To strengthen and expand Thailand's MICE industry in India, the contractor shall support TCEB in organizing special marketing activities which fall outside of the Scope of Works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with TCEB on a case-by-case basis. The cost of these activities will be an additional charge which the contractor needs to receive an approval from TCEB prior to organizing the activities.

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;

Thailand Convention and Exhibition Bureau (TCEB)

(3) Not being under dissolution of business;



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(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. Duration of the Project

From October 1, 2022 to September 30, 2023

8. 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:

8.1 To appraise the monthly performance of the contractor for retainer payment approval, the contractor is required to submit reports which indicate the detailed of the executed activities as described in Scope of Work, market insights and trends, competitor analysis, and updated information that is beneficial to TCEB.

Formal performance reviews shall be held yearly by TCEB as per agreed Key Performance Indicators (KPIs).

8.2 The contractor must abide by the report template advised by TCEB. The report must be submitted as per following timelines.

- Monthly Report every 25th of each month
- Quarterly Report at the end of each quarter
- Annual Report at the end of September

9. Payment Terms

TCEB shall pay the contractor for the provision of the services a total of USD 77,040 (Thailand's VAT included). During the 12-month period from October 1, 2022 to September 30, 2023. The payment of USD 6,420 (Thailand's VAT included) will be made every month after the monthly report is submitted and approved by the Inspection Committee.

10. Performance Security

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

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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.

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 (including the names of any potential clients of TCEB) obtained or provided by the contractor in the provision of the services shall be the property of TCEB.

14.3 The 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, the 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 the contractor may have in its possession or in its control.



15. Personal Data Processing

In case the contractor is the personal data processor for or on behalf of TCEB, then, the contractor shall strictly keep the personal data confidential, and shall maintain the security measurement for personal data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard for personal data protection.

The contractor shall conduct the processing and keep the record of all personal data processing activities (Record of Processing) performed by the contractor within the scope of work only and the data as specified below and shall deliver such record to TCEB upon the termination of Agreement.

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 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.

Thailand Convention and Exhibition Bureau (TCEB)

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5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.

6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E.2566 (2023) is in effect and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.

For more information, please contact

Miss Supanich Thiansing Director, Meetings and Incentives Department Email: Supanich_T@TCEB.or.th Telephone No.: 02 694 6000 Ext. 6067



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Appendix 2

Proposed Marketing Activity Plan

for

TCEB India - FY2023



Contents:

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- 1. Activity Details
- 2. Activity Timeline and Budgeted Expenses.



Marketing Activity Plan for FY2023

Objective:

- Generate a greater number of MI visitors from India to Thailand to drive growth from the Indian market.
- Create an effective communication strategy to ensure everyone is updated on the latest information in Thailand that they can promote and/or sell.
- Increase market share through the identification of new partnerships and sales & marketing channels.
- Develop and create partnerships in the market with various stakeholders in the Thai and Indian private sector.
- Expand market outreach effectively by touch base with the existing and new potential players in the market.
- Implement "Sustainable M&I" to lead to better environmental suitability.

Strategy for the market:

Our strategy for FY23 is built on the confidence that the market is fully open and ready for super growth for Thailand. So, our strategy will be implemented as follows:

- 1. Face-to-facemeeting s toboost confidence for Thailand and understand the challenges that planners and corporates faced when they arrange M&I groups in Thailand.
- Digital communication uses online meeting channels to communicate with the larger audience.
- Industry education and knowledge sharing to ensure new players are educated on the product offerings and aim for lead generation.

(1) Sales call and/or Sales visit and/or Sales mission

We will organize face-to-face sales calls to target the top MICE agents and corporates in top cities in India, including Mumbai and Chennai.

Mumbai: Maximum city is among the richest cities in India and the world as well. It is thenumber onecity for outbound travel and the financial capital of India.

Chennai: The Chennai Zone contributes 39% of the state GDP. The economy of the city is driven by the IT and BPO sectors, automobiles, medical tourism, and equipment production.

Results

- 1. Generate leads for groups going to Thailand.
- 2. Meet face-to-face with key clients, getting insights into thier next growth plan.

(2) Online marketing on micehotspots.com (Year-round)

Digital communication and market update in partnership with the private sector of Thailand.

 We will use www.micehotspots.com as a media platform to publish the latest news from Thailand for the Indian market.

- The site already has subscriptions from agents and corporates who receive an email when anything is published. However, looking at the closure of business, we will have to rework on getting more visitors to the site.
- More viewership will be our target, as we will increase our distribution through various channels as under:
 - Posting relevant information sourced from TCEB website
 - Posting products updates from Thai private sector
 - Distributing consolidated information every week to our focused database of planners, including agents and corporates.
 - Using social media like Instagram, Facebook, and LinkedIn to drive more traffic on the website and hence increased viewership.
- We will partner with TICA and the private sector in Thailand to source information on a regular basis.

Results

- 1. Exclusive media channel/digital publication in India for Thailand featuring information from the private sector, enhancing our partnership with the private sector.
- 2. Exclusive one stop content for the Indian market on Thailand updates.
- 3. Enhanced visibility for Thailand's MICE offerings through increased viewership.
- 4. Achieve 5% more over last year industry views on the site on a monthly basis.

Sample report:





(3) Group discussion and/or Focus Group and/or Seminar and/or Workshop

Group discussion - "Coffee Meet up". This activity aiming to give the top Meeting and Incentive agent, MICE agent, Meeting planner an opportunity to share their feedback, the challenge, the objections of the clients towards Thailand and other feedback. We experimented with the coffee meet-up format in 2018 and we had great results. We did the pilot in Bengaluru and Mumbai. We will invite agencies and corporates to centrally located venues over coffee in a batch size of five. We then have one hour to have a chat with them in which we do 20 minutes of group discussion about their challenges in Thailand and spend the rest of the 40 minutes having chats with individual people while the others are networking with each other.

In this way, we are able to meet more people within our limited time and budget. The audience enjoyed this format and recommended that this gets them out of the office and then focused discussion can happen in smaller batches. We will arrange the activity in three areas/trips.

- 1. North: Jaipur, Chandigarh, and Lucknow
- 2. South & West : Ahmedabad, Bengaluru and Hyderabad

<u>Collaboration</u>: We are open to collaboration with the private sector for this activity. We can even have the private sector from Thailand join us for these coffee meet-ups.

Results

- 1. Generate leads for groups going to Thailand.
- 2. Touch base with more people face-to-face on an optimised budget



(4) Activity with MICE industry partners and/or Marketing partnership and/or Networking event

Corporate networking event in partnership with MICE agents in India and Thai private sector. We will organize a corporate networking evening in New Delhi/ Mumbai in partnership with a MICE agent and hotel partner.

- The hotel partner should get good pricing of the venue if we use their chain hotel in Delhi/Mumbai. For example, Marriott, Accor etc.
- If the hotel partner does not have a venue under their brand in India, then TCEB's representative in India will negotiate the venue and advise the budget.
- In the interest of budget and providing value to the corporate buyers, we would like to get more partners. Hence, hotel partner should be open to working with competition, as today it's about collaboration. This will encourage us to invite more people to the event and everyone can benefit.
- If we have 3 partners including TCEB, hotel and MICE agency in India, all pay equally for the expense of the event.

Collaboration: We are open to collaboration with the private sector for this activity.

:Results

- 1. Generate leads for groups going to Thailand.
- 2. Enhance relationships with corporate clients and collaboration with the airline.

(5) <u>Training program and/or Educational program and/or Knowledge</u> sharing program and/or Webinar and/or Panel discussion for Meeting and Incentive travel agents and planners

We will organize a knowledge sharing / Webinar / Education online program – Sustainability. A webinar to highlight the sustainability trends in Thailand and how planners and corporates can take advantage of them and implement the ideas into their programs.

Collaboration: We will collaborate with the private sector if they would like to highlight any sustainable activity. We will also provide hotel room night vouchers for some lucky winners while we are doing the webinar. The winners can be determined through a quiz which we can conduct during the webinar.

:Results

- 1. Promote sustainability activities and venues in Thailand to encourage the elements included in the program.
- 2. Generate leads for groups going to Thailand.

No.	Activity	Objective	Target	Timeline	Budget (THB)	Clients
	1. Sales call and/o	r Sales visit and/or Sa	les mission		1 (1.1.2)	
1.1	Sales visit in Mumbai	Customer contact/ Business promotion	Meeting & Incentive/ Planners & Corporate	December 2022 - January 2023	50,000	30
1.2	Sales visit in Chennai	Customer contact/ Business promotion	Meeting & Incentive/ Planners & Corporate	February 2023 - March 2023	35,000	10 -15
1	2. Online marketin	g on micehotspots.co	om (Year-round)			1
2.1	Online marketing on website Micehotspots.com (Year-round)	Customer contact/ Business promotion	Meeting & Incentive/ Planners & Corporate	October 2022 - September 2023	100,000	• 2,500 visitors per month on the website • 7,000 likes on its Facebook page
;	Group discussion	on and/or Focus Grou	p and/or Seminar and/o	or Workshop		
3.1	Group discussion - Coffee MeetU p in Jaipur, Chandigarh, and Lucknow	Customer contact/ Business promotion	Meeting & Incentive/ Planners	February 2023 - April 2023	70,000	30 - 35
3.2	Group discussion - Coffee MeetUp in Hyderabad, Bengaluru, and Ahmedabad	Customer contact/ Business promotion	Meeting & Incentive Planners	February 2023 - March 2023	60,000	30 - 35
4	Activity with MIC	E industry partners a	nd/or Marketing partne	ership and/or Netw	orking eve	nt and/or
1	Corporate	vity with industry part Customer contact/	ner Corporate Clients			1.38
	Networking Event in Mumbai/New Delhi partnered with Thai private Sector	Business promotion		July 2023 - August 2023	150,000	20 top Corporate Clients
5	 Training program and/or Panel disc 	n and/or educational	program and/or Know nd Incentive travel age	vledge sharing pr	ogram and	/or Webinar
5.1	Knowledge sharing Webinar/ Education online program - Sustainability	Customer contact/ Business promotion	Meeting & Incentive/ Planners & Corporate	March 2023	5,000	60 - 80
6	. Miscellaneous and	d Entertainment				
.1	Miscellaneous and Entertainment expense		Meeting & Incentive/ Planners & Corporate	October 2022 - September 2023	5,000	-
7	HQ additional ac	tivity				
1	TIME 2023	Destination awareness	Corporates/ Agency	June 2023 - August 2023	HQ	10+1+1
				Total	475,000	

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Key Deliverables:

- Positioning of Thailand as the preferred MICE destination for the Indian corporates.
- Generate 30,000 pax from the India market
- Generate 80 new leads from India
- Establish 150 new database from tier 1, Tier 2, and tier 3 market areas
- Generate 50 key M&I customer profiles
- Increase more partnerships with the private sector in Thailand, resulting in access to information on the ground.
- Market Update/Marketing Intelligence.
- · Monthly, Quarterly, and Annual reports are all available.

Professional fee

A monthly retainer fee of US \$6,420 per month, including government taxes. This will not cover expenses for any out-of-station sales trips, educational seminars, advertising, or any other activities.

Proposed an additional marketing activity (Subject to budget approval from TCEB's head office)

No.	Activity	Objective	Target	Timeline	Budget (THB)	Clients
1	Loyalty Program	Customer Engagement and Contact	Meeting & Incentive / Planners & Corporate	January 2023 – September 2023	70,000	40-50

Loyalty Program

The TCEB India representative will launch a loyalty program in the Indian market to get the market engaged with our activities, content, reporting of information, etc., and in turn they will get access to rewards from the private sector like discount vouchers for room nights, attractions, F& B, etc.

We will use the "RewardMe" platform to launch the program, which will allow us to issue digital loyalty cards for Apple Wallet and Google Play. The software allows us to create digital cards like the one below, which we created as a test for the corporate networking event.



The below card was introduced as a loyalty card for attending TCEB Events. For each event they attend, they will get one stamp. The stamp can be given in person or online through the backend of the system.

An in-person stamp can be given through the scanner app, which is a web browser-based scanner. It can scan the bar code and the stamp can be added. We can have up to 20 managers who have the scanner app.

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The program allows us to capture data from the clients like full name, company name, mobile number, date of birth, email etc.

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One of the unique features is that the system allows us to send free push notifications to Apple phone users and drive an email campaign for other phone users.

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We will also build a store for redemption of the rewards for people who complete the stamp collection in the loyalty program. Our first loyalty card will be for reporting their groups to us. If they report every month, they will get a stamp every month.

Based on the number of stamps, we will give them a code, which they will use to redeem the rewards from the store. We will partner with the private sector to offer rewards, which will in turn help them get promoted through our email marketing campaign, as we will promote the program with their rewards in our emails.

The example of a reward will be as follows:

- 1. 80% off for 2 nights at XYZ Hotel for 2 people
- 2. 60% off on attraction tickets for 2 people

What is the benefit for the private sector:

- Qualified lead generation: The vouchers will be redeemed by people who will be reporting their business leads and groups operated to us, and since they have businesses, the private sector will have a business producing company using their voucher.
- Paying Customer: The other benefit is that they will get a paying customer, as they will pay 20% of the price and, of course, spend more while they use the voucher.
- 3. Market Visibility of their products through our promotion of the program.

The city is the second largest exporter of software, information technology (IT) and informationtechnology-enabled services (ITES). A major chunk of India's automobile manufacturing industry is based in and around the city. Chennai contributes more than 50% of India's leather exports. Prominent financial institutions, including the World Bank, have back-office operations in the city.

The following are the key industries:

- 1. Automobile
- 2. Banking
- 3. Information Technology
- 4. Textile
- 5. Rubber
- 6. Leather
- 7. Telecom
- 8. Electronics
- 9. Machinery

Hyderabad is the capital of the Indian state of Telangana. The economy of Hyderabad's metropolitan area has ranged from \$40 billion to \$74 billion (GDP) and has ranked it either fifthor sixth-most productive metro area in India.

The following are the key industries:

- 1. Pharmaceuticals
- 2. Information Technology
- 3. Pearls and gemstones

Jaipur is the capital and the largest city of the Indian state of Rajasthan in Northern India. Jaipur is a major hub for arts and crafts. It has many traditional shops selling antiques, jewellery, handicrafts, gems, bangles, pottery, carpets, textiles, leather, and metal products. Jaipur is one of India's largest manufacturers of hand-knotted rugs.

The following are the key industries:

- 1. Construction
- 2. Jewellery and Luxury Textiles
- 3. Information Technology

Lucknow is the capital city of the state of Uttar Pradesh, India. It is the second largest city in the north, east, and central India after Delhi. It is also the largest city in Uttar Pradesh. It continues to be an important centre of government, education, commerce, aerospace, finance, pharmaceuticals, technology, design, culture, tourism, music, and poetry.

The following are the key industries:

- 1. Aeronautics
- 2. Machine Tools
- 3. Chemical
- 4. Furniture

Market Profiles:

Ahmedabad is the largest city and former capital of the Indian state of Gujarat. Ahmedabad has emerged as an important economic and industrial hub in India. It is the second-largest producer of cotton in India, and its stock exchange is the country's second oldest. The effects of liberalization of the Indian economy have energized the city's economy towards tertiary sector activities such as commerce, communication, and construction. Ahmedabad was known as the "Manchester of the East" for its textile industry. Two of the biggest pharmaceutical companies in India-Zydus Cadila and Torrent Pharmaceuticals-are based in the city.

The following are the key industries:

- 1. Pharmaceuticals
- 2. Jewelry and gemstones
- 3. Chemical
- 4. Automobile
- 5. Information Technologies
- 6. FMCG

Bengaluru, formerly known as Bangalore, is the capital city of the Indian state of Karnataka. Bangalore is known as the Silicon Valley of India because of its position as the nation's leading IT exporter, contributing to 33% of all IT exports. A demographically diverse city, Bangalore is a major economic and cultural hub and the fastest growing major metropolis in India. With an economic growth of 10.3%, Bangalore is the fastest growing major metropolis in India, and is also the country's fourth largest fast moving consumer goods (FMCG) market.

The following are the key industries:

- 1. Infrastructure
- 2. Information Technology
- 3. Medical and healthcare services
- 4. Power
- 5. Technical Textiles

Chandigarh is a Ludhiana is a city and a union territory in India that serves as the capital of two states, Punjab and Haryana. Chandigarh has one of the highest per capita incomes in the country. This is one of the cleanest cities in India and Punjab. Chandigarh currently has approximately 2,950 small-scale units and 15 large-scale and medium-scale units. Out of a total of about 2,950 small-scale industries in Chandigarh, about 40% are ancillary units producing components for the major tractor industry around Chandigarh. The following are the key industries:

- 1. Light engineering
- 2. Industrial fasteners
- 3. Machine tools
- 4. Pharmaceuticals
- 5. Plastic goods
- 6. Sanitary fittings
- 7. Steel or wooden furniture
- 8. Food products

Chennai, formerly known as Madras, is the capital city of the Indian state of Tamil Nadu. Chennai is the hub of south India. The Chennai Zone contributes 39% of the state's GDP. Chennai accounts for 60% of the country's automotive exports, which leads it to be called "The Detroit of Asia". The Chennai economy has a broad industrial base in the automobile, computer, technology, hardware manufacturing, and healthcare industries.

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Mumbai is the capital city of the Indian state of Maharashtra. Mumbai is the financial, commercial, and entertainment capital of India. It is also one of the world's top ten centres of commerce in terms of global financial flow.

Many of India's numerous conglomerates (including Larsen & Toubro, State Bank of India (SBI), Life Insurance Corporation of India (LIC), Tata Group, Godrej, and Reliance) and five of the Fortune Global 500 companies are based in Mumbai.

The following are the key industries:

- 1. Finance
- Gems and Jewellery
 Leather Processing
 IT and ITES
 Textiles
 Entertainment

Our Office:

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

End of Proposal



Appendix 3

Services by Venture Marketing

(Attached to India Representative Employment Agreement No. 65-093 between TCEB and Representative)

This appendix is for representation services catered specifically for the geographical areas of India.

Venture Marketing ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer fee, except where specified.

Destination Promotion

- 1. Establish and maintain relationship with corporates and qualified international agents / planners of corporate meeting and incentive program that have the potential and the interest to send meeting and / or incentive groups to Thailand.
- 2. Develop, maintain, and utilize a suitable MI database for marketing and attendance building activities.
- 3. Assist TCEB in planning and implementing programs as well as coordinating with local partners and suppliers for sales missions and / or road shows to India when needed. This includes, but is not limited to, making land arrangements for the events on project basis.

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- 4. Set up strategies for each sector of meeting and incentive travel business with action plans, execution, and evaluation. The set of strategies, action plans, execution, and evaluation, if needed, to be included in monthly report to be submitted to the Director of Meetings and Incentives Department and / or the designated of TCEB.
- 5. Conduct attendance building activities such as advertising, direct-mailing, and using local communication channels for promotion of specific meeting and incentive travel to be and being held in Thailand when needed.
- Implement MICE destination training program for agents and planners of meeting and incentive travel. This may include conducting destination and product seminars / workshops and practical assistance in itinerary planning.
- 7. Coordinate with related parties and organize familiarization trips for qualified buyers and media to Thailand when needed, including negotiating air travel arrangements with airline partners and making advance payments if needed and upon TCEB's direction.
- 8. Act as TCEB's one-stop information center for meeting and incentive industry, media, and the general public in India.
- 9. Provide TCEB with effective market research and intelligence related to MI market in India.



Public Relations / Communication

- 1. Create awareness of TCEB through the Representative's database and other PR / communication channels in India.
- 2. Circulate and distribute TCEB press releases through PR / communication channels in India, where possible.
- 3. Monitor TCEB news and prepare clipping report of all TCEB and local market meeting and incentive industry segments, if any.
- 4. Initiate, develop, implement, and execute PR, Media and communication plan as approved by TCEB when needed.

Administration

1. Monitor and report on market movements, market insights, travel industry trends, competitor analysis, updated information that is beneficial to TCEB and developments that may affect demand for Thailand. The reports from the offices of Representative in India will be submitted monthly, quarterly, and annually.

The Monthly Report must be in writing with detailed activities undertaken during the preceding month. The report must also be in a format approved by TCEB and be sent to TCEB by 25th of each month, in accordance with TCEB's requirements as follows, if any.



- a) Group movement / update
- b) Leads acquisition
- c) Sales call / visit
- d) Marketing activities
- e) Situation update / market intelligence / business outlook
- f) News clippings and PR pieces

The Quarterly Report must accumulate the activities and market trends in the past three months and be sent to TCEB by the end of December, March, June, and September, in accordance with TCEB's requirements as follows.

- a) KPI achievements (year-to-date) / accomplishments
- b) MICE market overview and competitive analysis
- c) Challenges and difficulties, if any
- d) Summary of marketing activities
- e) Marketing activity plans for next quarter

The Annual Report must be a summary of yearly activities and market overview in the past year and be sent to TCEB by the end of September in accordance with TCEB's requirements as follows, if any.

- a) KPIs summary
- b) Executive summary



- c) One year summary on number of sales calls / visits, activities, group update, leads acquisition and number of visitors
- d) Highlighted marketing activities of the year
- e) One year summary on MICE intelligence update
- f) One year overview on market opportunity identification and recommendation
- g) Annual market analysis and future trend of Thailand as destination
- 2. Supervision of the account and matters of TCEB shall be done by the respective head of the India offices.
- 3. Assign at least one (1) dedicated staff for Meetings and Incentives Department, TCEB, to service the account and matters of TCEB and serve as the main contact and liaison for all day-to-day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning, or afternoon tea breaks as long as normal accepted) on working day. In case of temporary absence of the regular staff, a substitute shall be assigned. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
- Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in India.



- 5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
- 6. At least one (1) Representative staff shall visit TCEB at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with trade familiarization trip and / or annual meeting organized by TCEB.
- 7. Effectively and efficiently manage and control expenses of marketing activities within the allocated budget as well as process reimbursement of these expenses within the timeframe and according to TCEB's regulations.

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Appendix 4

Reimbursement of Expenses

(Attached to India Representative Employment Agreement No. 65-093 between TCEB and Representative)

The following procedures are set primarily for reimbursement of expenses of Representative in carrying out the services on behalf of TCEB with a monthly retainer fee, except where specified.

Reimbursement of Expenses

- In case there are bank charges associated to the payment, it is agreed that TCEB shall be responsible only for the remitting bank's charges and Representative shall bear the rest of the charges.
- 2. It is agreed that all expenses claimed by Representative for reimbursement must be in accordance with Representative's annual marketing plan and budget which are approved in writing by TCEB. Activity and budget or estimated cost to be conducted by Representative must be pre-specified under Project Control Sheet and Travel Request and submitted in advance to TCEB for acknowledgement and approval for a period not less than one (1) month prior to project/activity commencement, if possible.
- 3. Travel Request must contain clear details of expense breakdown for traveling purpose of each particular e.g. meals, lodging/accommodation,

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local transportation, telephone, internet, entertainment, and other relevant expenses incurred which are related to the activity.

- 4. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each expense regarding date, amount paid, currency, and brief description of such expense. The amount claimed shall not exceed pre-approved amount per Travel Request.
- 5. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

No.	Marketing Activities
1.	Sales Call and/or Sales Visit and/or Sales Mission
2.	Online Marketing on micehotspots.com (Year-round)
3.	Group Discussion and/or Focus Group and/or Seminar and/or Workshop
4.	Activity with MICE Industry Partners and/or Marketing Partnership and/or Networking Event
5.	Training Program and/or Educational Program and/or Knowledge Sharing Program and/or Webinar and/or Panel Discussion for Meeting and Incentive Travel Agents and Planners
6.	Miscellaneous and Entertainment

Marketing Activities



Appendix 5

Representative KPIs FY2023

(Attached to India Representative Employment Agreement No. 65-093 between TCEB and Representative)

Market/Area: India

Contract Period:

1 October 2022 to 30 September 2023 (12 months)

Performance Evaluation

Key Performance Indicators (KPIs) are based on the followings.

- 1. Generate at least 30,000 MICE visitors to Thailand for corporate market.
- 2. Generate <u>at least 80 new leads</u> which have potential to choose Thailand as a meeting & incentive destination.
- 3. Establish <u>new database of 150 contacts on new prospects and clients</u> <u>expanding into tier 1, tier 2 and tier 3 market areas</u> and maintain accuracy of corporate market database. The database information must be reported to TCEB head office on a quarterly basis.
- 4. Generate at least 50 M&I customer profiles to be reported to TCEB.
- 5. Provide situation update / market intelligence / business outlook to report to TCEB at least every month, the estimated 12 reports over the 12-month period.
- 6. Monthly Report to be submitted to TCEB head office by 25th of each month, in accordance with TCEB's requirements.
- 7. Quarterly Report to be submitted to TCEB head office at the end of every quarter (fiscal quarters end in December, March, June, and September), in accordance with TCEB's requirements.

- 8. Annual Report to be submitted to the TCEB head office at the end of fiscal year by the 30th of September, in accordance with TCEB's requirements.
- 9. Disseminate media coverage or news article as approved or requested by the TCEB head office and stay current on TCEB engagement pieces.

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Appendix 6



QUOTATION

Date:	21 September 2022
From:	Venture Marketing 10/37, Old Rajinder Nagar New Delhi -110060, India
То:	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:	Strengthening Thailand's Competitive Advantage in Overseas Markets, Overseas Marketing Representatives
Activity Name:	India Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

No.	Description	Monthly Retainer Fee (USD)	No. of Months	Total (USD)
1	Retainer Fee for FY2023	6,420	12 months (October 2022 – September 2023)	77,040
GR A inclu	77,040			

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Nitin Sachdeva CEO & Managing Partner



M. S. S.

Registered Office: 10/37, Old Rajinder Nagar, New Delhi -110060