

Contract for the activity of Services

To rent vehicles for 3rd County Presentation for Specialised Expo 2027/2028

Contract no. 66-060

This Contract is made at Thailand Convention & Exhibition Bureau (Public Organization) having its place of business at 25<sup>th</sup> - 26<sup>th</sup> Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on June 12th, 2023, 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

EXECTRANSFERTPARIS, company registration number is 819464777 R.C.S Bobigny France which has registered as a juristic person at France having its principal office located at 12 Avenue Ampere 93370 Montfermeil, France, by the authorized person, Mr. Qamar Adil, hereinafter referred to as the "Contractor" of the other party

The Parties hereto has agreed as follows;

Clause 1 AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and Contractor agrees to accept the commission for the activity of To rent vehicles for 3rd County Presentation for Specialised Expo 2027/2028, according to the terms and conditions of this Contract including Appendix 1 Terms of reference (TOR).

The Contractor shall start working within June 13<sup>th</sup>, 2023 and shall complete the works under the contract within August 11<sup>th</sup>, 2023.

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

Clause 2 DOCUMENTS THAT ARE PART OF THE CONTRACT

The following Appendixes shall be regarded as part of the Contract;

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

2.2 Appendix 2 Quotation all 1 (one) page.

2.3 Appendix 3 EXECTRANSFERTPARIS, corporate documents and passport, all 2 (Two) pages.

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

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

### Clause 3 PERFORMANCE BOND

At the time of this Contract, the Contractor has provided TCEB with deposit cash, in the amount of 1,350.50 EUR (one thousand three hundred and fifty point fifty Euros), percent of the cost of commissioning under this Contract, as a performance bond under this Contract.

In the event that the Contractor uses bank guarantee as performance bond under this Contract, such bank guarantee must be issued by the banks operating in Thailand or finance companies or finance and securities companies that are licensed to operate commercial finance and undertake business in accordance with the announcement of the Bank of Thailand, according to the list of finance companies that the Bank of Thailand has informed in accordance with the form prescribed by the Committee on Government Procurement and Supplies Management, or electronic bank guarantee according to the method set by the Comptroller General's Department, and shall has the guarantee period throughout contract period.

The performance bond, that the Contractor shall provide according to the preceding paragraph, must cover all liability of the Contractor throughout the contract period. If the performance bond provided by the Contractor is reduced or deteriorated or does not cover the liability of the Contractor throughout contract period, for any reason, including the delay in work delivery of the Contractor that cause change of the completion period or the due date of liability for defects under the contract, no matter what time it occurs, the Contractor shall provide TCEB with new or additional



performance bond to the full amount under the first paragraph within 15 (Fifteen) days from the day after the receipt of a written notice from TCEB.

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

#### Clause 4 COST OF THE COMMISSIONING AND PAYMENT

TCEB agrees to pay and the Contractor agrees to accept the payment of wages in the amount of 26,950 EUR (twenty six thousand nine hundred and fifty Euros) and other expenses already, when all the work has been completed according to the contract and TCEB has inspected and accepted such the works under Clause 9.

#### Clause 5 DUTIE AND LIABILITIES OF THE CONTRACTOR

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

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

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

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

5.3 The Contractor must use expertise, caution, and diligence in performing the contract effectively, and shall fulfill the responsibilities to the completion according to the standards of the profession that is generally respected.

5.4 In order to perform the works under this Contract, the Contractor agrees to provide staff or personnel with knowledge and expertise to suit the conditions of the works under the Contract and Appendix attached to this Contract. Staff or personnel that have been provided must be honest, well-behaved, well-mannered, healthy, strong, diligent, free from serious contagious disease, free from prohibited characteristics according to the laws related to contract work, and shall obtain the relevant license and such license must not expire during the performance of the Contract (if any).

5.5 In the event that TCEB deems that any of staff or personnel of the Contractor is performing defective or inappropriate or which may cause damage to the work under this Contract or is in a derogatory or incompetent manner, in any case, TCEB has the right to request the Contractor to change some or all of staff or personnel, and the Contractor shall arrange for the change of staff or personnel of the Contractor as soon as it is notified by TCEB without any conditions. However, if it appears that the new staff or personnel of the Contractor is still defective in its duties or has improper conduct for its duties, the Contractor shall be deemed to breach the contract and TCEB is entitled to terminate this Contract and hire other contractor to complete the hired work instead.

In order to change of staff or personnel under the preceding paragraph, the Contractor shall present the name of staff or personnel who will substitute for those who get sick or unable to work to the Contractor to consider before giving a consent.

5.6 The cost of commissioning that TCEB will pay to the Contractor in accordance with Clause 4 is the only compensation that the Contractor will receive regarding the performance of this Contract. The Contractor shall not accept trade commission, discounts, allowances, contributions or any benefits, whether directly or indirectly, or any reward in relation to this Contract or related to the performance of this Contract.



5.7 In the event that the Contractor or the Contractor's staff or personnel does not perform their duties correctly and completely in accordance with this Contract and if any damage occurs to TCEB or TCEB properties, the Contractor shall be liable for the damage incurred to TCEB.

5.8 The Contractor must compensate TCEB and prevent TCEB from being responsible for all claims, damages, expenses, or prices, including claims made by third party caused by errors or omissions of the Contractor or staff and personnel of the Contractor.

5.9 During the operation, if the Contractor or the Contractor's staff or personnel has done anything that violates the any person or properties of other person(s), the Contractor shall be liable for all the damage caused by itself on its own.

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

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

#### Clause 6 FINE

If the Contractor is unable to complete the Work within the time specified in the Contractor and TCEB has not terminated the Contractor, the Contractor shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % of the value of the employment, but not less than 100 baht per day, from the day after the completion date under the Contract or the end of working period extended by TCEB until the actual completion of work. In addition, the Contractor allows TCEB to claim for damages caused by the delay in working of the Contractor, only for the excess of the said fine.

While TCEB has not terminated the Contract, if TCEB considers that the Contractor is unable to comply with the Contract, TCEB may exercise the right to terminate the Contract and exercise the rights under Clause 13, and if TCEB has notified the claim to the Contractor at the end of completion period and demand the Contractor

to pay the fine, TCEB has the right to impose the fine against the Contractor until the date of termination.

#### Clause 7 ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

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

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

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

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

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



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

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

#### Clause 9 ACCEPTANCE OF THE WORKS

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

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

TCEB or the Committee for Receiving Supplies, or the representative of TCEB has the right to inspect and control the works to be in according to in the Contract and the Appendix attached to this Contract with the right to order any work relating to this work and the Contractor shall comply with that order in all respects

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

Determining whether the works done by the Contractor is completed according to the Contract or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Contractor is not liable under the law, including the event that there is a problem with the interpretation of this Contract or relating to any matter

arising under or in connection with this Contract, regardless of whether the problem arises during operations or after the employment period under this Contract ends or after the Contractor abandons works, the Contractor agrees to decisively accept the decision of TCEB and the Contractor agrees to be bound by the results of that decision in all respects.

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

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

In the case that the Contractor delivers the works correctly but not completely, TCEB shall inspect and accept work for the part that is correct and may issue proof of acceptance for such part. (The provisions of this paragraph shall not be prescribed in the event that TCEB wants all work at the same time, or work that are assembled in sets or units, which, if missing one component, it will not be able to use completely.)

#### Clause 10 MODIFICATION OF WORK AND CONTRACT RENEWAL

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



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

#### Clause 11 SUB-CONTRACTING

The Contractor has not right to sub-contract the 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 of TCEB does not release the Contractor from liability or obligation under this Contract and the Contractor shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

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

#### Clause 12 TRANSFER OF THE RIGHT UNDER THE CONTRACT

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

#### Clause 13 TEMPORARY SUSPENSION AND CONTRACT TERMINATION

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

If TCEB considers that the Contractor does not work with expertise or with professional attentions of the Contractor as can be expected from other contractors at the same level, or does not comply with any provision(s) of this Contract, in this case, TCEB will notify the Contractor of the reason to terminate the Contract. If the Contractor fails to make corrections for TCEB within 7 (seven) day(s) from the day after the receipt of the notice, TCEB has the right to terminate the Contract by giving notice to the Contractor. Upon receiving such notice, the Contractor shall stop working immediately

and take every action to minimize any costs that may be incurred during the discontinuation.

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

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

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

#### Clause 14 RESPONSIBLE FOR DEFECTS IN THE HIRED WORK

When the work is completed and TCEB has accepted the works from the Contractor, or the new contractor in the event that this Contract is terminated under Clause 14, if such defects or damage occurs from this employment within (-) year(s) (-) month(s) from the day after such acceptance, which the defect or damage is caused by the defect of the Contractor caused by incorrect use of the material or work is done incorrectly or does not meet academic standards, the Contractor shall correct the defect without delay, while TCEB does not have to pay any costs in this regard. If the Contractor fails to do so within ( - ) days from the day after the receipt of a written notice from TCEB or does not make corrections within the time specified by TCEB, TCEB has the right to do it by itself or to hire someone else to do at the expense of the Contractor.

In urgent cases, that it is necessary to correct the defect or damage quickly and cannot wait for the Contractor to make corrections within the period specified in the first paragraph, TCEB has the right to manage to correct the defect or damage by



itself or hire someone to correct the defect or damage and the Contractor shall be responsible for all costs.

Correcting the defect by TCEB itself or hiring others to substitute for the Contractor does not release the Contractor from liability under this Contract. If the Contractor does not compensate for the expenses or damages as TCEB claims, TCEB has the right to enforce repayment from the retention or performance bond.

#### Clause 15 PAYMENT TO EMPLOYEES

The Contractor shall pay the employee that the Contractor has hired at the rate and according to the time that the Contractor agreed or contracted with the said employee.

If the Contractor does not pay wages or any other compensation to such employee under the first paragraph, TCEB has the right to pay cost of commissioning to be paid to the Contractor to the employee of the Contractor and it shall be deemed that TCEB has paid such amount as cost of commissioning to the Contractor under the Contract.

The Contractor shall provide insurance for all employees hired to work, which shall cover all liability of the Contractor, including the sub-contractor (if any) in the case of damages that compensation claimable by law, which is caused by an accident or any danger that may occur to the employees or other persons hired by the Contractor or sub-contractor. Upon the request of TCEB, the Contractor shall deliver such insurance policy together with proof of payment of premiums to TCEB.

#### Clause 16. Stamp duty

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

#### Clause 17. Governing Law

The Contractor 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.

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

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

Signed:  The  
Contractor  
by (Mr. Qamar Adil)  
EXECTRANSFERTPARIS

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

Signed: .....Witness  
(.....)  
EXECTRANSFERTPARIS

Project number 66069044779

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อ.ศ.5 ใบสัณห์หลังตราสาร



เลขที่ 15037  
วันที่ 13 มิถุนายน 2566

เลขประจำตัว 0994000112165 เลขที่สาขา  
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน  
ห้องเลขที่ -  
หมู่บ้าน -  
เลขที่ 989 หมู่ 2, B1 และ B2  
ต.ระกอก/อ.บรบือ -  
ถนน พระราม 1  
เขต/อำเภอ บรบือ  
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพืชรินทร์ทาวเวอร์  
ชั้นที่ 25, 26  
หมู่ที่ -  
แยก -  
แขวง/ตำบล บรมวัน  
จังหวัด กรุงเทพมหานคร



คู่สัญญา  
เลขประจำตัวผู้เสียภาษีอากร  
ชื่อ EXECTRANSFERTPARIS

เลขที่สาขา

ได้เสียภาษีอากรแสดงเป็นเงินสำหรับตราสารตามบัญชีอัตราภาษีอากรแสดงปี ข้อ 4  
ลักษณะตราสาร ล้างทำนอง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	1,012,797	17
ค่าอากรแสดงปี	1,013	00
เงินเพิ่ม	0	00
รวมเงิน	1,013	00



จำนวนเงินเป็นตัวอักษร (หนึ่งพันสิบสามบาทถ้วน)

ตามใบเสร็จ เลขที่ 030529

ลงวันที่ 13 มิถุนายน 2566

เลขระบุเอกสาร อ.ศ.4 คือ 01003071-25660613-1-02-000097

ลงชื่อ .....  
(นางสาวศุภาพิชญ์ ชั่วเกตุ)

ตำแหน่ง .....  
- เจ้าพนักงานสรรพากรปฏิบัติงาน -

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสดงปีของหน่วยงานเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



## TERMS OF REFERENCE

### For the specific procurement method

#### 1. Name of Project and Activity

Project: Bidding for Specialised Expo 2027/2028 – Expo 2028 Phuket Thailand

Activity: To rent vehicles for 3<sup>rd</sup> Country Presentation for Specialised Expo 2027/2028

Candidate

#### 2. Budget

Financial amount 1,100,000 baht, which including VAT

#### 3. Background

Thailand is now officially one of the candidatures to host Specialised Expo 2027/28 named “Expo 2028 Phuket Thailand”. Thailand Convention and Exhibition Bureau (Public Organization) will attend the 172<sup>nd</sup> General Assembly of the BIE for presenting Thailand as a country for Specialised Expo 2027/2028 Candidate during 14-23 June 2023 in Paris, France.

#### 4. Objective

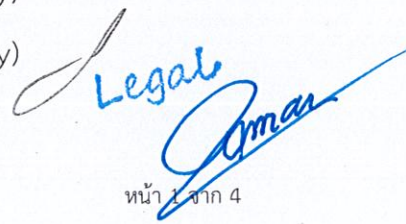
To provide appropriate vehicles by following all related programs during 14-23 June 2023 in Paris, France

#### 5. Scope of Work

5.1 Contractor must provide information and instructions about travelling in Paris, France.

5.2 Contractor must provide vans with driver during 14-23 June 2023 in Paris, France by following all related programs as following.

- 1 Van for 4-6 seats during 14-22 June 2023 (12 Hours per day)
- 2 Van for 4-6 seats during 15-22 June 2023 (12 Hours per day)
- 1 Van for 4-6 seats during 15-23 June 2023 (12 Hours per day)
- 2 Van for 4-6 seats during 18-22 June 2023 (12 Hours per day)
- 1 Van for 4-6 seats during 19-23 June 2023 (12 Hours per day)

  
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5.3 Contractor must follow all programs provided by TCEB which may be changed as appropriated.

## 6. Qualifications of the Contractor

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

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

## 7. Duration of project operation under the contract

60 days after the date of signing the contract.

## 8. Delivery of work

The contractor must deliver the work to TCEB through the acceptance committee within the specified period as follows:

Details of the delivery of work	Delivery date
The contractor must deliver <ul style="list-style-type: none"><li>• The summary report of the activities in the scope of work.</li></ul>	Within 60 days after the date of signing the contract

## 9. Payment terms

The payment of services of the Project shall be paid 100% after the delivery is complete. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

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*[Signature]*



#### 10. Performance bond

The contractor has to provide a performance bond to the principal in the amount of not less than 5% of the purchase or contract price.

#### 11. Stamp duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, for hiring in the amount of every 1,000 baht or a fraction of 1,000 baht per 1 baht of stamp duty.

#### 12. Fine rate

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, with a daily fine at the rate of 0.1 percent of the value of the employment, 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

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. Disclaimer

TCEB reserves the right to not 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 the TCEB.

#### 16. 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 the Principal. Permission to partially sub-contracting of the principal 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 the principal at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to the principal's right to terminate this contract.

#### Remarks :

1. The decision of the TCEB is deemed to be final. The persons who have not been selected shall accept and shall not dispute the decision of the TCEB in any case at all.
2. TCEB reserves the right to not choose the lowest bidder, but it will consider from the criteria used in the overall selection process.
3. The selected agency must works along with TCEB. Any decision-making must be obtained the prior consent from the 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 agency.

#### For more information:

Contact person: Miss Sivaporn Piyapornpan  
Senior Manager of World Mega Events and World Festivals Department  
Email: [Sivaporn\\_p@tceb.or.th](mailto:Sivaporn_p@tceb.or.th)  
Mobile: +6695-1545656

Legal  
*Sivaporn*



# EXECTRANSFERTPARIS

Service V.T.C.



Siret : 81946477700013 Naf : 4932Z  
Tva Intracommunautaire : FR56819464777  
12 Avenue AMPERE  
93370 MONTFERMEIL  
Tél : 07.70.61.36.21

DATE : 07/06/2023

CLIENT :  
THAILAND CONVENTION & EXHIBITION BUREAU (PUBLIC ORGANIZATION)  
SIAM PIWAT TOWER BUILDING, 25, 26 FL., UNIT A2, B1 AND B2  
989 RAMA 1 ROAD, PATHUMWAN, BANGKOK 10330

FOR  
TRANSPORT V.T.C.  
QUOTATION 273

DESCRIPTION	QTY	PRICE	AMOUNT
TCEB			
7 VAN FROM 14/23 JUNE			
14/22 JUN 1 VAN	1.00	4500.00	€ 4,950.00
15/22 JUN 2 VAN	2.00	8000.00	8,800.00
15/23 JUN 1 VAN	1.00	4500.00	4,950.00
18/22 JUN 2 VAN	2.00	5000.00	5,500.00
19/23 JUN 1 VAN	1.00	2500.00	2,750.00
SOUS-TOTAL			€ 24,500.00
TAUX DE T.V.A.			10.00%
T.V.A.			2,450.00
AUTRE			
TOTAL			€ 26,950.00

Veuillez rédiger tous les chèques à l'ordre de SASU EXECTRANSFERTPARIS

Relevé Identité Bancaire  
FR7630087338100002115740143 BIC CMCIFRPP

MERCI DE VOTRE CONFIANCE !