

Original

Contract for TCEB's business forum, one on one meeting, and networking dinner with key exhibition organizer in UK

Contract no.67-032

This Contract is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25th-26th Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on April 23th, 2024, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred to as the "TCEB" of the one party and

AES (UK) Limited., company registration Number 1663122, is a company registered in United Kingdom, having its registered office at Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, VG1110, British Virgin Islands, United Kingdom, represented by the authorized person, Mr. David Aitken, hereinafter referred as "the Contractor" on the other part.

The Parties hereto has agreed as follows;

CLAUSE 1 AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Contractor agrees to accept the commission for the activity: TCEB's business forum, one-on-one meeting, and networking dinner with key exhibition organizer in UK which be according to the Terms and Conditions of this contract and Scope of Work that specified in Appendix 1 Terms of Reference ("TOR"), Appendix 2 proposal for AES's TCEB UK and Appendix 3 Quotation, (hereinafter referred as "the Work").

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

CLAUSE 2 DOCUMENTS THAT ARE PART OF THE CONTRACT

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

- 2.1 Appendix 1 Terms of Reference (TOR), all 6 (six) pages.
- 2.2 Appendix 2 Proposal, all 30 (Thirty) pages.
- 2.3 Appendix 3 Quotation, all 1 (one) page.
- 2.4 Appendix 4 Corporate documents and passport, all 4 (four) 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 SECURITY

At the time of this Contract, the Contractor has provided TCEB with deposit cash, in the amount of 714 GBP (Seven hundred and fourteen GBP), which is equal to 5 % (five percent) of the Service fee under this Contract, as a performance security under this Contract.

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

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

CLAUSE 4 COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Contractor agrees to accept the payment of the service fee in the amount of 14,261.63 GBP (Fourteen thousand two hundred and sixty-one point six three GBP only). This amount is inclusive of value added tax, other taxes and duties, and all expenses already paid, and the payment shall be made in payments as follows;

- 1) The first payment of 2,139.2445 (Two thousand one hundred and thirty-nine point two four four five), which is equal to 15% (fifteen) of the service fee, shall be paid to the Contractor when the Contractor has submitted the first deliverable (specified in Appendix 1)
- 2) The second payment of 2,139.2445 GBP (Two thousand one hundred and thirty-nine point two four four five), which is equal to 15% (fifteen) of the service fee, shall be paid to the Contractor when the Contractor has submitted the second deliverable (specified in Appendix 1).
- 3) The last payment of 9,983.141 GBP (Nine thousand nine hundred and eighty-three point one four one), which is equal to 70% (Seventy) of the service fee, shall be paid to the Contractor when the Contractor has submitted the third deliverable (specified in Appendix 1).

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 10.

CLAUSE 5 COMPLETION DATE AND THE RIGHT TO TERMINATE THE CONTRACT OF TCEB

The Contractor shall start working within April 24 th, 2024, and shall complete all works within a period of 180 (One hundred and eighty) days after contract signed date. If the Contractor does not start working within the prescribed period of time, or unable to complete the works on time, or there is a reason to believe that the Contractor is unable to complete the work within the prescribed period of time, or the works will be completed later than the prescribed period of time, or the contractor breaches any provision of the Contract, or become absolute receivership or bankrupt, or ignore the order of the Committee for Receiving Supplies, TCEB has the right to terminate this Contract and has the right to hire





new contractors to substitute for the Contractor as well. The exercise of the right to terminate the contract does not affect the right of TCEB to claim damages from the Contractor.

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

CLAUSE 6 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 5, if such defects or damage occurs from this employment within - year (-) 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 15 days (fifteen) 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 security.

CLAUSE 7 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's right to terminate this Contract.

CLAUSE 8 LIABILITIES OF THE CONTRACTOR

The Contractor shall be liable for any accident, damage or danger arising from the work of the Contractor and shall be liable for damage caused by actions of the employees or the representatives of the Contractor as well as the performance of the sub-contractor (if any).

Any damage caused by the work performed by the Contractor, even if due to force majeure, the Contractor shall be responsible for the reparation or the replacement at the Contractor's own expense, unless the damage is caused by TCEB's fault. In this regard, the liability of the Contractor in this clause shall end when TCEB has accepted the final assignment. After that, the Contractor shall be liable for the defects or damages mentioned in Clause 6 only.

The Contractor shall be liable to third parties for any damage arising from the work of the Contractor or an employee or representative of the contractor, including subcontractors (if any) under this contract. If TCEB has been demanded or sued or required to pay compensation to the third party, the Contractor must take any action to defend TCEB at the Contractor's own cost, including the contractor.





Moreover, the Contractor must compensate the damages as well as any costs arising from claims or lawsuits to TCEB immediately.

CLAUSE 9 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 10 ACCEPTANCE OF THE WORKS

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.

CLAUSE 11 DEVIATION OF JOB DESCRIPTION

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 extension of the Contract period.

CLAUSE 12 FINE

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

While TCEB has not terminated the Contract, if TCEB considers that the Contractor is unable to comply with the Contract, TCEB may exercise the right to terminate the Contract and exercise the rights under Clause 13 (Temporary suspension and contract termination), and if TCEB has notified the claim to





the Contractor at the end of completion period and demand the Contractor to pay the fine, TCEB has the right to impose the fine against the Contractor until the date of termination.

CLAUSE 13 RIGHT OF TCEB AFTER THE TERMINATION OF CONTRACT

In the event that TCEB terminates this Contract, TCEB may continue the works by itself or hire the other person to complete the works. In such case, TCEB has the right to forfeit or enforce repayment from performance security, in whole or in part, as deem appropriate. Furthermore, the Contractor shall be liable for damages in excess of the performance security, including the additional expenses in working toward the completion under this Contract, which TCEB may deduct from any money to be paid to the Contractor.

CLAUSE 14 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 the Service fee that TCEB shall pay the Contractor or enforce payment from performance security immediately.

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

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

CLAUSE 15 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.

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 16 PERSONAL DATA

The Contractor is deemed as the personal data processor pursuant to this Contract, 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 Contract and its amendment thereafter. Both parties hereto accept and mutually agree as follows:

(1) TCEB, as personal data controller, agrees to designate the Contractor as personal data processor, to implement the procedure of personal data collection, use, or disclosure of organizers . The personal data includes first name, surname, positions held, picture, telephone number and email address for TCEB 's business forum, one on one meeting, and networking dinner with key exhibition organizer in UK, business matching as a database to coordinate and for invitations to attend future activities.

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

- (2) The Contractor must explain TCEB's Privacy Notice to the data subject for acknowledgement pursuant to (1). The details of which are available at https://www.businesseventsthailand.com/en/policy or the documents attached to this Contract. Additionally, it shall request for the data subject's consent prior to processing of the personal data.
- (3) The Contractor shall limit the access to the personal data under this Contract 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 Contract only.
- (4) The Contractor 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 Contractor must process the personal data pursuant to the purpose of the operation as specified in this Contract 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 Contract.
- (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 Contractor, then, the Contractor shall immediately notify and send such request to TCEB. Additionally, the Contractor shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Contractor shall not respond to such request by itself, except that TCEB shall designate the Contractor to take the action for specific matter relevant to such request.
- (6) The Contractor shall prepare and keep all Record of Processing processed by the Contractor within the scope of this Contract and the data as specified below, and shall deliver such record to TCEB upon the termination of Contract 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;
- (7) The Contractor 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 Contract. 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 Contractor shall delete, destroy or return (pursuant to TCEB's notification) the personal data processed under this Contract within 15 days from the date of completion of the processing or the date at which TCEB and the Contractor have agreed in writing to terminate the Contract or cancel the processing pursuant to this Contract, as the case may be. The Contractor shall confirm the deletion, destruction or return of such personal data in writing with TCEB.
- (9) In case the Contractor has found any circumstance affecting the security of personal data processed by the Contractor under this Contract 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 Contractor shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Contractor.
- (10) Regarding the notification of personal data infringement under this Contract, the Contractor must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Contractor 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 Contractor has the duty to strictly maintain the confidentiality of the personal data known by it.
- (12) The Contractor 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 Contractor shall sign the Contract with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to the Contractor pursuant to this Contract. The Contractor shall also be liable to TCEB for the performance of such subcontractor.
- (13) The Contractor's duty and responsibility to comply with the Contract shall be terminated from the date of the agreed work completion or the date at which the Contractor and TCEB have agreed in writing to terminate the Contract, as the case may be. However, the termination of this Contract shall not prejudice to the Contractor'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 Contract.





(14) Apart from the duty and responsibility as specified in this Contract, in case of damage arising from the Contractor'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 Contractor shall be responsible for such damage occurring to TCEB. Additionally, the Contractor 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 Contractor shall be responsible as if the Contractor were the personal data controller.

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

CLAUSE 17 COPYRIGHT

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

CLAUSE 18. GOVERNING LAW

The Contract shall be construed according to the Law of Kingdom of Thailand. Each party shall have the right to institute suit against the other in the 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.

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

SignedThe Contractor

by (Mr. David Aitken) The authorized person AES (UK) Limited



Signed Thankluta I. Witness

(Ms.Thanthita Inman)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed.....Witnes

(Ms.Punnapa Onsarn) AES (UK) Limited

Project number 67039602754 Reference no. 670424003366





อ.ส.5 ใบสลักหลังตราสาร

เลยที่ 11689 วันที่ 25 เมษายน 2567

เลยประจำตัว 0994000112165 เลยหีสายา ชื่อผู้เสียภาชีอากร สำนักงาน ส่งเสริมการจัดบระบุมและนิหรรสการ(องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

หือปู : เลยรหัสประจำบ้าน หืองเลยที่ " หมู่บ้าน " เลยที่ 989ยูนิคA2,81และB2 ครอก/ฮอบ " ถนน พระราม 1 เบค/อำเภอ ปหุมวัน รหัสไประพีย์ 10330

ศู่สัญญา เลยประสำคัวผู้เฉียถาซีอากร ซื่อ AES (UK) Limited ชื่ออาคาร สยามพิวรรธส์หาวเวอร์ ชิ้นหี 25,26

หมู่ที่ -แยก -แบวง/ด้าบล ปหุมวัน จังหวัด กรุงเหพมหานคร



เดนที่สานา

ได้เสียอากรแสตมป์เป็นตัวเจ็นสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ยือ 4 ลักษณะตราสาร จ้างทำยอง ตั้งนี้ :



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จำนวนเจ็นเป็นตัวอักษร**(หกร้อยหัาสืบเก้าบาหถัวน)** ตามใบเสร็จ เลยหี่ 019223 เลยระบุเอกสาร อ.ส.4 คือ 01003071-25670425-1-02-000063

ผงชื่อ (นางสาวญาณิกา สุธรรมปวง) ตำแหน่ง นักวิชาการสรรพากรปฏิบัติการ

ใบสลักหลังตราสารนี้จะสมบูรย์ก็ต่อ เมื่อหนักงาน เจ้าหน้าที่อากรแสตมป์ของหน่วย เก็บถาชีอากร ได้ลงชื่อและออกใบ เสร็จรับ เงิน เรียบร้อยแล้ว



TERMS OF REFERENCE

for the procurement specific method

1. Name of Project

Project: Attract new international trade exhibitions to Thailand especially in EEC Area.

Activity: TCEB's business forum, one-on-one meeting, and networking dinner with key exhibition organizers in UK

2. Budget

Financial amount 700,000 THB (Non-VAT).

3. Principle and Reason

As one of the most important exhibition industry markets with a considerable number of needs, the UK should be sought as Thailand's exhibition industry source market. To organize business forum and networking dinner with potential partners to inspire and discuss on the exhibition industry situation in Thailand, with the goal of increasing confidence in the industry, demonstrating the market opportunities of Thailand exhibitions in various dimensions, and raising awareness as an exhibition destination. Furthermore, to meet with potential organizers who have experienced in the 12 focus industries to update Thailand's situation, particularly the supreme area development of the Eastern Economic Corridor (EEC), exchange business opportunities for future consideration in organizing international exhibitions in Thailand.

4. Objective

- 4.1 To promote EEC as new potential destination of exhibition in Thailand.
- 4.2 To update Thailand's situation and exchange business opportunities for future consideration in organizing international exhibitions in Thailand.
- 4.3 To build awareness to UK based organizers regarding TCEB's support for international exhibition.
- 4.4 To encourage regional events organized by UK organizers in Asia to move to Thailand.
- 4.5 To develop connection with UK based organizers for future new show opportunity.

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5. Scope of Work

- 5.1 To list down UK based exhibition organizers and identify organizers and their trade shows that have potential to organize in Thailand.
- 5.2 To invite, follow up and confirm key potential exhibition organizers for the following.
 - 5.2.1 To arrange 2 one-on-one meetings with key potential exhibition organizers.
 - 5.2.2 To attend a business forum, and networking dinner and manage registration on RSVP participants. Target is 25 people.
- 5.3 To arrange and organize a business forum and networking dinner on the following tasks:
 - 5.3.1 Arrange a venue that offers full-service meeting/catering facilities including food & beverage for minimum of 25 participants.
 - 5.3.2 Arrange audio and visual equipment at the venue such as screen, projector, microphone, and amplifier which is suitable for business presentation.
 - 5.3.3 Arrange audio and visual equipment at the venue and entertainment e.g. live music, performance during networking dinner.
 - 5.3.4 Provide 1 professional photographer to capture the overall ambiance and staffs in an appropriate amount of manpower for the event.
- 5.4 Develop key message/content to promote Thailand as the destination for exhibition in PowerPoint format, customized for UK organizers for TCEB to present in the forum.
- 5.5 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.
- 5.6 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.

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:

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- (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

180 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:

No.	Details of the delivery of work	Delivery date
1	1 st Delivery:	1 st Delivery:
	The contractor must submit a work plan in PowerPoint format;	Within 15 days after
	including the list of UK based organizers with essential details	the contract signing
	for TCEB to decide to invite them for business forum, one-on-	date
	one meeting and networking dinner.	
2	2 nd Delivery:	2 nd Delivery:
	The contractor must submit a confirm participant list of UK	Within 30 days after
	based organizers who will join business forum, one-on-one	the contract signing
	meeting and networking dinner in PowerPoint format.	date
3	3 rd Delivery:	3 rd Delivery:
	The contractor must submit the activity report with summary	Within 180 days after
	information of business forum, one-on-one meeting and	the contract signing
	networking dinner, including potential shows report in	date
	PowerPoint format.	

Thoughta Page 3 of 6



9. Payment terms

The payment of wages of the Project shall be made into 3 installments as follows:

9.1 The 1st installment, the principal will pay 15 percent of the total wage after the 1st 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.

9.2 The 2nd installment, the principal will pay 15 percent of the total wage after the 2nd 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.

9.3 The 3rd installment, the principal will pay 70 percent of the total wage immediately after the 3rd 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.

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 undelivered parcel, 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. Personal Data Processing

In case the Contractor is the personal data processor for or on behalf of the Employer, 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 the Employer upon the termination of Agreement.

16. 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.

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 the Principal. Permission to partially sub-contracting of the principal does not release the

Thankita. J. Page 5 of 6



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 work 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.

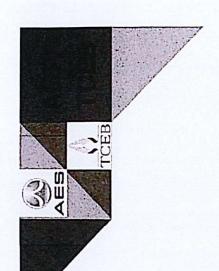
For more information: Contact person:

Ms. Thanthita Inman

Manager, Exhibition Department

Email: Thanthita i@tceb.or.th and Telephone 02 694 6000 ext. 6275

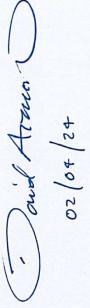
Thankita I.
Page 6 of 6



AES's TCEB UK Proposa

Event Organiser Recruitment Trip to London to attract new Events to Thailand

David Aitken CEO, AES (UK) Limited 02/04/24





Inspire



Inspire the UK Events Industry to Launch into the Thai Market

Unite



Unite the UK Events Industry with Thailand's Key Stakeholders



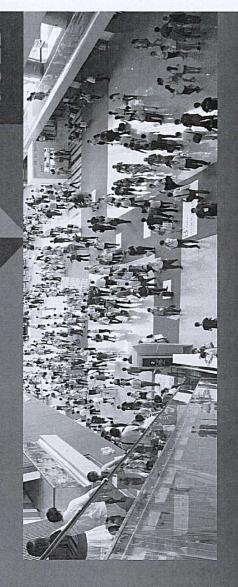
Achieve



Achieve success for TCEB & UK Event organisers in Thailand

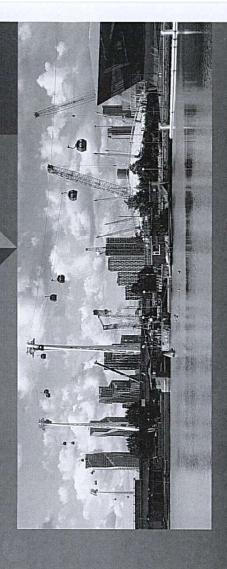


Your Brief in Brief

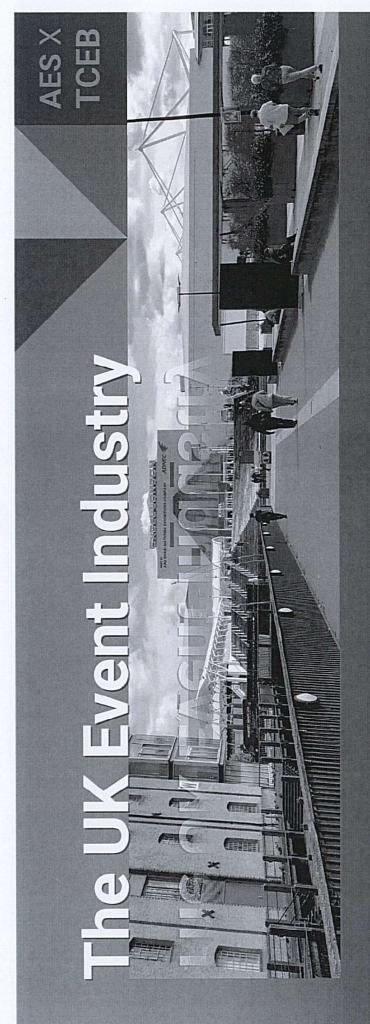


- Attract new UK trade show organisers and new events organised by UK organisers to Thailand.
- Encourage regional events organised by UK organisers in Asia to move to Thailand.
 - Seek the long term commitment of UK organisers to set up regional operational bases in Thailand.

Overview



Asian Exhibition Services propose to organise a high impact TCEB Trade Mission in London to encourage UK trade exhibition organisers to bring their established events to Thailand, in alignment with the TCEB objectives of the establishment and development of international trade events.



The UK employs 775,000 people in the professional event industry There are approximately 4,000 trade show organisers in the UK In 2022 the UK Event industry was valued at THB 35 trillion

* Statista & Quadrant



AES Introduction



AES (UK) Limited are the international division of AES exhibitors, delegates, events and visitors to Thailand. AES create and organise a portfolio of international trade events Plc, Messé München, Messé Düsseldorf, Global Transport Forum (UK), KOTRA (Korea) and Messé Frankfurt. whose role it is to bring international partners, sponsors, in partnership with global partners to include Tarsus Group

AES X TCEB



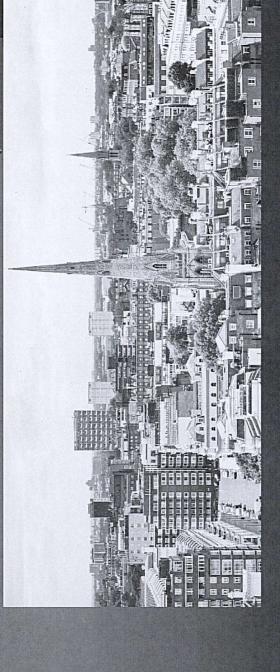
Objective

Gather the leading international trade exhibition and conference organisers in the UK and encourage them, through an informative presentation and one to one meetings, to organise a Thailand based edition of their established events in the UK, or elsewhere in Europe, with a view of long-term development and investment in Thailand as a regional hub for their events.





number of international trade show organisers from the UK to meet with the TCEB delegation of conference and exhibition specialists and inspire them with presentations, networking platforms, and a networking Thai themed evening reception. The first leg of the programme will welcome the maximum



S D Y

TCEB require service for 4 personnel in London from 5-8 June.

One-to-One meetings proposed for 4-6 potential organisers.

Evening Reception for 8-10 organisers for 15-20 pax.

Ref: 17/01/24 revised terms

Attendees



exhibitions and include international and independent trade event organisers and also trade Associations with single market be professional event organisers of both conferences and The target audience of the London delegation of attendees will events that attract international specialised participation.



Experienced Team



Singapore office and with Allworld Exhibitions in Bangkok on events to include Attendees will be targeted and vetted for suitability for the event through direct personal contact by AES (UK) Limited's staff led by David Aitken, an award winning trade event specialist from the UK that has previously worked with the Paris Airshow, Reed Exhibitions on shows throughout Europe and Asia, The Montgomery Group's ProPak Asia, Food & Hotel Thailand, ASCOPE and other related events in India and Vietnam before establishing AES in 2011. David has launched 12 new events across <u>Asia and formed 8 joint-venture partnerships to include ASEAN Ceramics, Smart Rail</u> Asia, SECUTECH, FESPA Asia, ASEAN Seafood, PHARMEX Asia and Labelexpo SEA.



Timelines



- Event to be staged as a one day event in London on 6 June with 7 June assigned to external meetings.
- sufficient planning and recruitment time for attendees. Project approval is required by February 2024 to allow
- It is proposed the follow up meeting in Bangkok should be conducted within 3 months of the London edition.



Schedule

coffee and snacks will be served in a relaxed business environment. One-to-One meeting then follow with TCEB staff assigned to each Guests will register in the foyer area of the selected hotel where A presentation by TCEB will follow in the seminar room, with al Additional guests are invited for the evening themed reception. opportunities and support being highlighted, followed by Q&A. of the invited guests in a pre-function networking session

TCEB **AES** X

Mr. Chiruit Isarangkun Na Ayuthaya

Fimetable

15-30 min

5 min

30-60 min

Registration/networking

MC welcome

TCEB presentation & Video by Dr. Duangdej AES Testimonial as Thai local partner **Thailand readiness in terms of facility**

Entertainment & networking reception

*schedule as of 20/02/24



Locations



eg of the tour being staged in London. The proposed hotels are the Royal Lancaster Hotel in Pimlico, central London, or the Good Hotel on London's Royal Victoria Dock in Canary The event will be structured into a two-part event with the first Wharf Business District. The second leg will be in Bangkok.



Option A

AES X TCEB

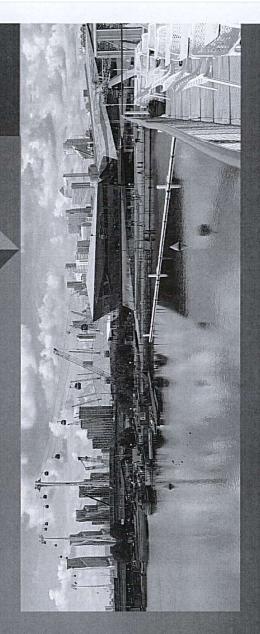
Good Hotel



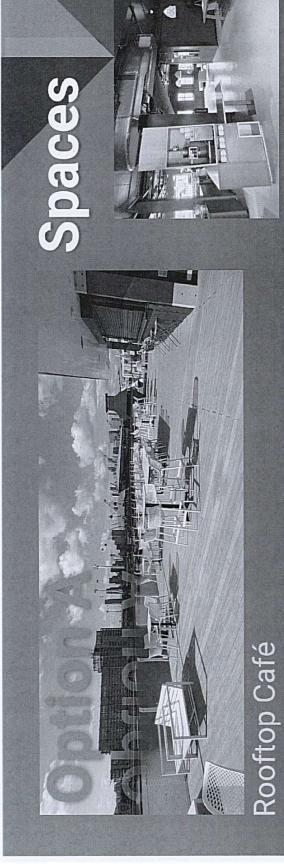
Canary Wharf Business District. It is an area familiar to the event Victoria Dock, close to the 02 Arena, ExCel, City Airport, DLR and ndustry professionals with ease of accessability and open green Option A is to stage the event at the Good Hotel in London's Royal spaces, providing a relaxed and informal business environment.



Facilities



This centrally located floating business hotel will position the event within an informal professional atmosphere with access Thai restaurant, give a scope of possibilities, plus its waterfront flexible meeting and entertainment options and neighbouring to business, meeting and networking facilities. Its artistic flair, and rooftop café make for an enjoyable meeting experience.





Registration area





Meeting spaces

Option B

TCEB

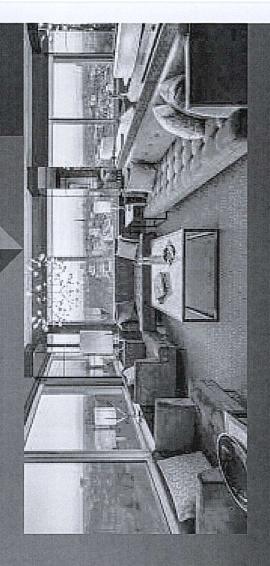
AES X

Location



the central district of Pimlico, close to Victoria Station, the River Thames, Chelsea Bridge and other major sightseeing attractions of London. The Hotel provides excellent 5 Star Option B is to stage the event at the Royal Lancaster Hotel in facilities, business space and has its own in-house Thai chef.

Facilities



The Royal Lancaster Hotel provides luxury facilities for meetings, receptions, accommodation and all other business requirements. The Hotel has its own Thai restaurant to provide authentic cuisine to the guests, a variety of lounge, leisure and recreational facilities and it is close to mainline rail networks.



Spaces



Meeting Spaces

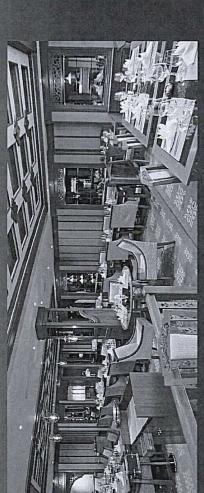


Function Room



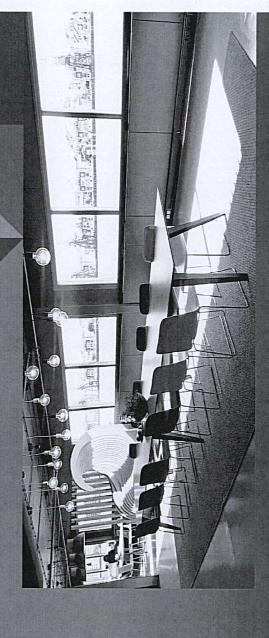
Thai Restaurant

Boardroom





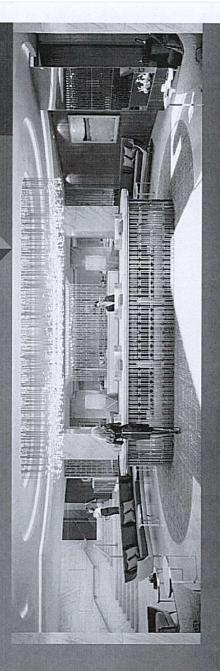
Budget Option A



- reception, entertainment: THB 225,000 (12 pax meeting / 25 pax reception) Good Hotel London Royal Docks venue, meeting package, F&B, evening
- JK event management, consultancy, marketing, recruitment, onsite staffing and photographer: THB 375,000
- ress Coverage and media requirements to be arranged by TCEB as required, with photo and social media opportunities created with AES support.
- Transport to be arranged seperately according to TCEB requirements.



Budget Option B



- Lancaster Hotel venue, meeting package, F&B, reception with stage: THB 272,478 (minimum numbers: 15 pax meeting /30 pax reception)
- UK event management, consultancy, marketing, recruitment, onsite staffing and photographer: THB 375,000
- Press Coverage and media requirements to be arranged by TCEB as required, with photo and social media opportunities created with AES support.
 - Transport to be arranged seperately according to TCEB requirements.





Payment terms



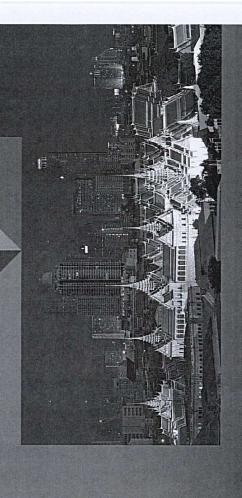
15% of projected project cost on contract signing.

15% 2nd payment of projected costs one month pre-function.

Final balance of actual cost immediately on project delivery.



Sealing the Deal



Following the UK Trade Mission, the second leg of the event will be to invite and host in Thailand the interested parties from London to ntroduce them to related sector organisations from government detailed discussions, partnership linkage, plus venue, contractor and hotel introductions to enable a positive commitment to market. and industry, engage the firm interest of the delegation through

Educate Frühuse Entertain

AES X TCEB



Success

Thailand through a focussed and relaxed business environment, to achieve a successful outcome of attracting UK organisers to The TCEB UK Trade Event Mission provides an excellent platform that will educate, enthuse and entertain the audience.



Next Step

TCEB

AES X



Explore details, opportunities, and development of our plans together, select the most suitable venue and budget option, of the combined expertise, talent and experience of AES and and finally to set key perameters to ensure the fullest impact TCEB in the events industry. Deadline for agreement: 29/2/24







Thank you

Please contact myself or any of the AES team for further support or information.

david@aes-expos.com

Thai: (+66) 081 810 9367 UK: +44 (0) 7895 115294





AES (UK) Limited UK tel: +44 7895 115294 Thai tel: +66 818 107 307 Email: david@aes-expxx.com

Date: 02/04/24

To: Thailand Convention and Exhibition Bureau Siam Piwat Tower Building, 25-26 Floor, Unit A2,B1 and B2, 989 Rama 1 Road, Pathumwan, Bangkok 10330, Thailand

Attn: Exhibition Department

We would like to present the following quotation for the London TCEB Trade Mission

Professional service:	Budget (GBP)	
Data research and provide update list of exhibition organizers includ- ing recommendations, details Source, contact.		
Invitation		
RSVP for Invitation organizer to attend business forum and networking dinner		
Source venue for Networking dinner		
Arrange and co-ordinate with venue for F&B for networking dinner		
Co-ordinate and handle registration on site e.g. manpower for registration, AV System controller		
EMCEE and give briefing for event date (if any)		
Management Fee		
Manage overall function and settle for cost including F&B, Entertainment, photographer and briefing, EMCEE etc.	£8,259.91	
Networking Dinner:	£6,001.72	
Total	£14,261.63	

Payment terms & Duration

- 15% of projected project cost on contract signing.
- 15% 2nd payment of projected costs one month pre-function.
- · Final balance of actual cost immediately on project delivery.

We look forward to working with you for a very successful cooperation.

With best regards

David Aitken Managing Director AES (UK) Limited Date: 02/04/24

