

## Contract for Thailand MICE Roadshow in Korea 2024

Contract no.67-013

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 February 19<sup>th</sup>, 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

**AVIAREPS Holdings Ltd.**, company registration Number 524-88-02098, is a company registered in Republic of Korea, having its registered office at 1128, 100, Cheonggyecheon-ro, Jung-gu, Seoul, Republic of Korea, represented by the authorized person, Mr. Michael Dennis Merner, 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 of Thailand MICE Roadshow in Korea 2024, 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 2024 TCEB Roadshow in Korea 2024 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 15 (Fifteen) pages.
- 2.3 Appendix 3 Quotation, all 1 (one) page.
- 2.4 Appendix 4 Corporate documents and passport, all 5 (five) pages.

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

If anything or any action that is not specified in the 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



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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 RIGTH 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**

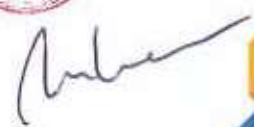
In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Contractor is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management 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.



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## 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 buyers, sellers, customers, invited delegates, MICE suppliers, partners, and participants attending the event. The personal data includes first name, surname, positions held, picture, telephone number and email address for 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;









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.



Signed.....TCEB

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



Signed.....The Contractor

by (Mr Michael Dennis Merner) The authorized person  
AVIAREPS Holdings Ltd.



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อ.ส.5 ใบสัถ์หลังตราสาร

เลขที่ 08712  
4 มีนาคม 2567

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อ (เสียภาษีอากร) สำนักงาน ส่งเสริมการลดอุปสรรคและบริหารการ (องค์การมหาชน)

ในฐานะ ผู้ถือหุ้นสามัญ

ชื่อ : นายชัชวาลย์ ประจักษ์

ชื่ออาคาร เลขามพิวเตอร์บริหารเวช

หลังเลขที่

ชั้นที่ 25,26

เลขที่

เลขที่ 989 บิล A2, B1 และ B2

ตราสาร/ชอย

ถนน พระราม 1

เขต/อำเภอ ปทุมวัน

รหัสไปรษณีย์ 10330

ชื่อสัญญา

เลขประจำตัวผู้มีสิทธิเสียภาษี

เลขที่สาขา

ชื่อ AVIAREPS Holding Ltd.,

ได้เสียภาษีเงินได้บุคคลธรรมดาเงินได้บุคคลธรรมดาตามบัญชีปีดังกล่าวและตามปี 4  
เสียภาษีเงินได้บุคคลธรรมดา ดังต่อไปนี้ :



มูลค่าตราสาร

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ค่าอากรแสตมป์

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รวมเงิน

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ชำระด้วยเงินเป็นส่วนตัว (สองพันหกร้อยสามสิบห้าบาทถ้วน)

ตามใบเสร็จ เลขที่ 013014

ลงวันที่ 4 มีนาคม 2567

เลขระบุเอกสาร ม.ส.4 คือ 01003071-25670304-1-01-000128

ลงชื่อ

(นางจินดา สุพรรณพงศ์)

ตำแหน่ง

ผู้อำนวยการสรรพากรปฏิบัติการ

ใบสัถ์หลังตราสารนี้จะมีผลใช้บังคับเมื่อพ้นกำหนดเก้าสิบวันนับแต่วันออกให้แล้ว และเมื่อพ้นกำหนดแล้ว ให้ถือว่าผู้ชำระ  
ได้ลงชื่อและลงนามใบสัถ์หลังรับเงินเรียบร้อยแล้ว



*Handwritten signature*



## Terms of Reference For the Procurement Specific Method

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### 1. Name of Project

โครงการสร้างโอกาสทางการขายให้กับผู้ประกอบการในต่างประเทศ

**Activity:** Thailand MICE Roadshow in Korea 2024

### 2. Budget

Amount of THB 2,700,000 (Including VAT and all kinds of expenses)

Equivalent to USD 75,000 (estimated exchange rate: USD 1 = THB 36)

### 3. Objectives

- 3.1 To increase presence and awareness of Thailand as key meeting and incentive destination for South Korea market.
- 3.2 To reach the target market effectively for business session and create a network between Thai MICE stakeholders and potential MICE buyers in South Korea.
- 3.3 To extend market reach to new clients in the market while maintaining existing relationship with established clients including MICE agents, PCO, meeting planners, and corporate clients in South Korea.
- 3.4 To facilitate and bridge business opportunities for Thai private sector.
- 3.5 To establish new connections with industry partners in South Korea.
- 3.6 To exchange insight and knowledge from active industry associates and key buyers in South Korea to assess efficient future business strategy for Thailand.

### 4. Date and Area of Implementation (Subject to change as appropriate)

26 – 28 March 2024 in Seoul, South Korea

### 5. Number of participants

Estimate number of participants

5.1 Thailand MICE Roadshow in South Korea 2024 with Table – top Session & Networking Function in Seoul, South Korea

- 5.1.1 Approximately 40 MICE planners and/or MICE agents and/or corporates
- 5.1.2 Approximately 10 Thai suppliers (10 companies, 1 person per company)
- 5.1.3 Approximately 7 Thailand Convention and Exhibition Bureau (TCEB) staffs and partners such as Tourism Authority of Thailand, airlines, associations, etc.

5.2 Exclusive Media Interview Function and Exclusive Corporate Networking Function in South Korea (Seoul)

- 5.2.1 Approximately 5 - 10 related medias to MICE and/or tourism industry.
- 5.2.2 Approximately 12 – 15 corporate clients
- 5.2.3 Approximately 6 Thailand Convention and Exhibition Bureau (TCEB) staffs and partners such as airlines, associations, etc.





## 6. Scope of Work

- 6.1 Providing the event plan and project timeline.
- 6.2 Organizing Thailand MICE Roadshow in South Korea 2024 (Seoul) which is schedule on 26<sup>th</sup> March 2024 (subject to change as appropriate) on the following tasks:
  - 6.2.1 Arrange venue and manage a table-top session and a networking function in Seoul that offers full-service meeting/catering facilities including food and beverage and service staffs for a minimum of 57 participants.
  - 6.2.2 Identify, recruit, and invite a minimum of 40 meeting & incentive buyers who are intermediaries, and/or corporate clients that have potential to bring businesses to Thailand to attend a table-top session and networking function (dinner reception) including the arrangement of the followings:
    - (1) Invitee's list
    - (2) Invitation distribution
    - (3) Attendees' confirmation
  - 6.2.3 Arrange an event backdrop at the venue for public relation opportunities.
  - 6.2.4 Arrange audio and visual at the venue including screen, projector, microphone, and amplifier which are suitable for presenting a destination VDO and destination presentation including service staffs to facilitate the session.
  - 6.2.5 Arrange and manage workshops and/or Thai cultural performance to showcase and promote Thainess.
  - 6.2.6 Manage event registration with appropriate numbers of manpower for event coordination.
  - 6.2.7 Arrange one (1) emcee who has experience and has great understanding in MICE industry to conduct the table-top and networking function (dinner reception). Arrangement of Emcee speech is included.
- 6.3 Organize Exclusive Media Interview Function in Seoul which is scheduled on 27<sup>th</sup> March 2024 (subject to change as appropriate) on the following tasks.
  - 6.3.1 Arrange venue and manage the interview in Seoul that offers Break meeting/catering facilities including food and beverage and service staffs for a minimum of 10 participants.
  - 6.3.2 Identify, recruit, and invite a minimum of 5 medias who are related media to MICE industry to do exclusive interview.
  - 6.3.3 Arrange and coordinate with media for questions and scope of content.
- 6.4 Organize Exclusive Corporate Networking Function in Seoul which is scheduled on 27<sup>th</sup> March 2024 (subject to change as appropriate) on the following tasks;
  - 6.4.1 Arrange venue and manage networking function in Seoul that offers full-service meeting/catering facilities including food and beverage and service staffs for a minimum of 25 participants.
  - 6.4.2 Identify, recruit, and invite a minimum of 12 meeting & incentive corporate buyers who are key corporate clients that have potential to bring businesses to Thailand to attend a networking function including the arrangement of the followings:
    - (1) Invitee's list





- (2) Invitation distribution
- (3) Attendees' confirmation
- 6.4.3 Arrange audio and visual equipment at the venue such as screen, projector, microphone, and amplifier which are suitable for presenting a destination VDO and destination presentation including service staff to facilitate the session.
- 6.4.4 Arrange an event backdrop at the venue for public relation opportunities.
- 6.4.5 Arrange and manage workshops and/or Thai cultural performance to showcase and promote Thainess.
- 6.4.6 Manage the event registration with appropriate numbers of manpower for event coordination.
- 6.4.7 Arrange one (1) Emcee who has experience and has great understanding in MICE industry to conduct a corporate networking function. Arrangement of Emcee speech is included.
- 6.5 Organize sales call appointments in Seoul for TCEB with at least 2 MICE planners and/or MICE agents and/or corporates.
- 6.6 Providing relevant updates of South Korea market to be submitted to TCEB which includes (but not limited to) MICE industry outlook, new trends and market survey, key competitor analysis, and key customers insights.
- 6.7 Provide souvenirs for all delegates who participate in TCEB's functions.
- 6.8 Arrange at least one (1) professional photographer and/or one (1) professional videographer for the whole events on each day.
- 6.9 Conduct the evaluation/satisfaction survey and/or gather feedback/recommendation from invited delegates, summarize and submit the report to TCEB in English.
- 6.10 Submit a post-event report in electronic file format to TCEB which includes (but not limited to) business leads, database of the buyers who attend the events, the evaluation/satisfaction/feedback survey report, and photos from the events.
- 6.11 The contractor must notify about the 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.
- 6.12 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.

## **7 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;

#### **8 Duration of project**

90 days after the date of signing the contract.

#### **9 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   | The contractor is required to submit a venue reservation and event plan and project timeline in electronic file format   | Within 30 days after the date of signing the contract |
| 2   | The contractor is required to submit the invitee list, updates of South Korea market to be submitted to TCEB which includes (but not limited to) MICE industry outlook, new trends and market survey, key competitor analysis, and key customers insights (6.5) in electronic file format. | Within 45 days after the contract signing date        |
| 3   | The contractor is required to submit the work according to 6.9 of the Scope of Work in electronic file format.   | Within 90 days after the contract signing date        |

#### **10 Payment terms**

TCEB shall pay the contractor for the provision of the services as follows:

10.1 The 1<sup>st</sup> installment, the TCEB will pay 15 percent of the total payment after the 1<sup>st</sup> 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.

10.2 The 2<sup>nd</sup> installment, the TCEB will pay 35 percent of the total payment after the 2<sup>nd</sup> 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.

10.3 The 3<sup>rd</sup> installment, the TCEB will pay 50 percent of the total payment after the 3<sup>rd</sup> 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 TCEB 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 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 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 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 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 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 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 proposer.

**For more information, please contact:**

Mr. Kraiwit Chumsen  
Senior Executive, Meetings & Incentive Department  
Email: Kraiwit\_c@tceb.or.th  
Tel: 02 694 6000 ext. 6128



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# Proposal for 2024 TCEB Roadshow in Korea





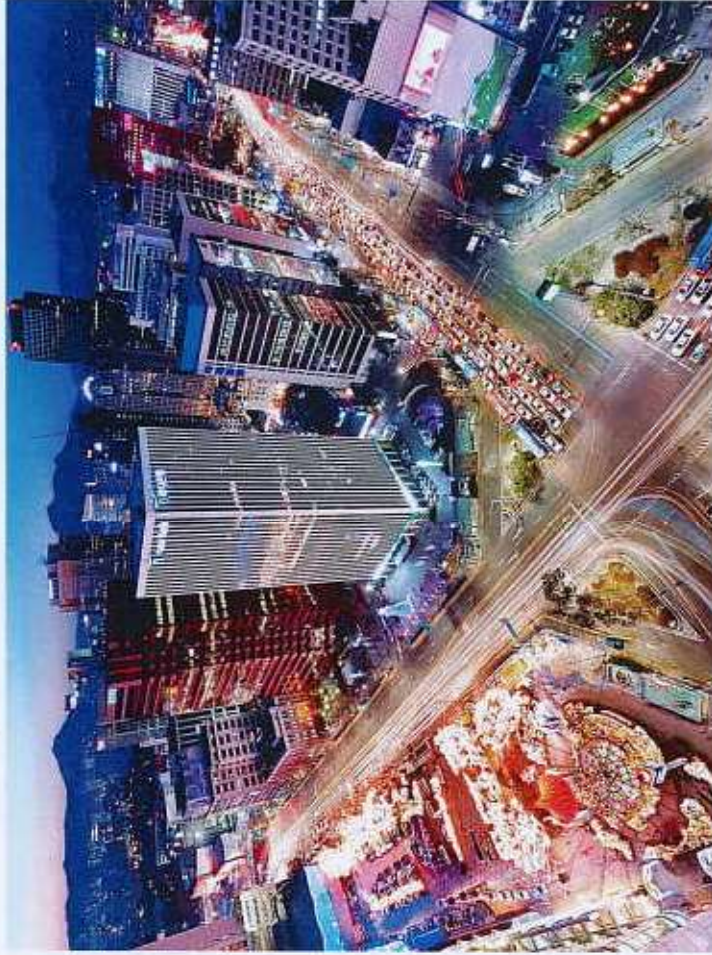
# AVIAREPS Group

- AVIAREPS is the world's No. 1 tourism representation company, with over 150 tourism and 100 aviation clients in 65 offices worldwide.
- Our approach to sales and marketing is the standard by which industry best practices are judged.
- Our proven expertise in the management and marketing of complex tourism marketing programs, and our approach to representation services, ensures that our clients outperform their competition.
- One key added-value is the powerful synergy between tourism and aviation: while acting on behalf of destinations, clients also benefit from AVIAREPS' extensive networks among airlines worldwide.
- AVIAREPS also makes effective use of its global network and partners worldwide, allowing us to exceed our clients' needs and expectations in key target markets.



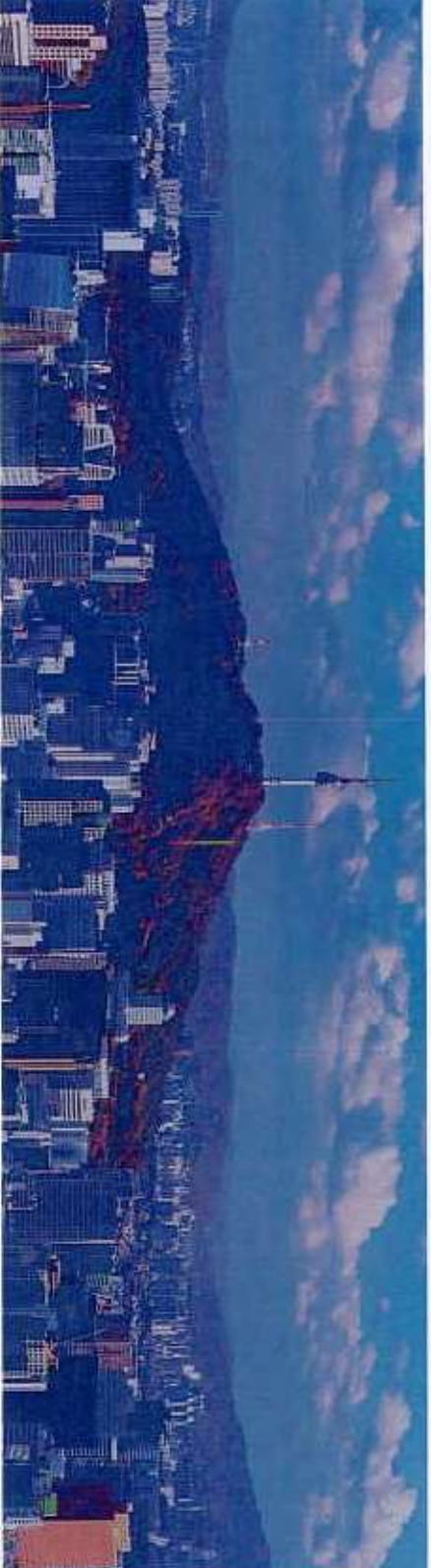


# AVIAREPS Korea



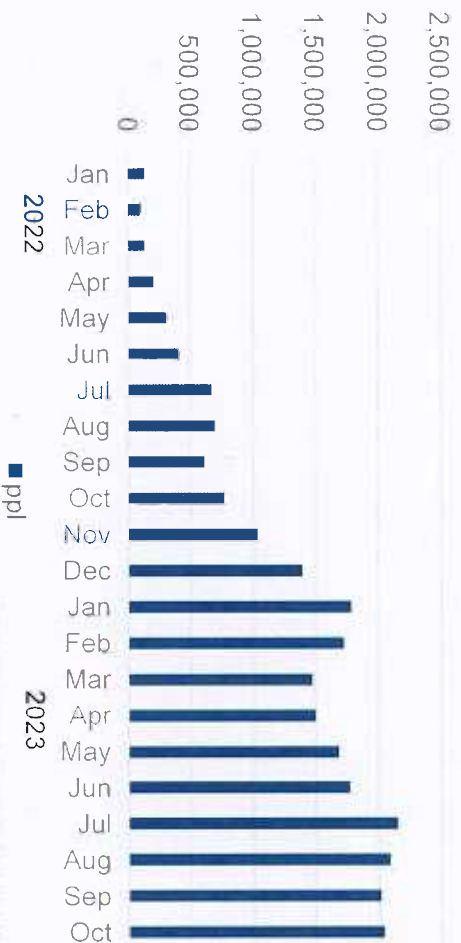
- Number 1 Tourism Marketing Agency: AVIAREPS Korea is the leading destination promotion company in Korea with the greatest number of satisfied clients from world-class destinations.
- Tourism Specialist: as a marketing and PR firm that specializes in tourism promotions, AVIAREPS Korea has strong knowledge and experience gained from working with the tourism industry.
- Experienced and Qualified Staff: all AVIAREPS managers have either tourism or Marketing/PR backgrounds, and are bilingual to communicate with global partners.
- Korea Industry Relationships: AVIAREPS Korea's strong network with Korean travel-related partners, media and digital channels enables it to actively negotiate promotions on behalf of clients.





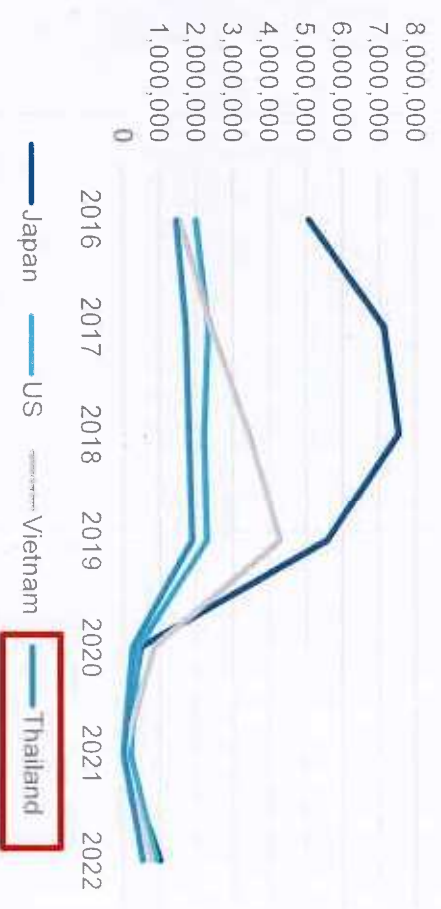
# Korea

## Korean Outbound Trips



- Korean outbound grew **343%** YoY (January-October) in 2023.
- It is expected to grow **41.6%** according to Korea MICE Tourism Report in 2023.

## The most popular destination for Korean



- Top destinations for Korean travelers are Japan, the US, Vietnam, and **Thailand**.







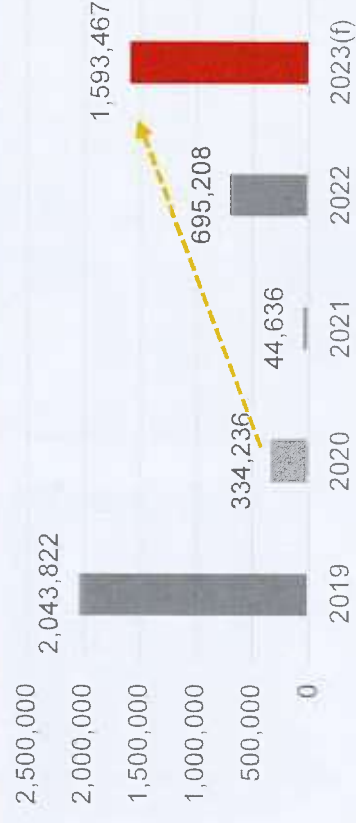
# Korea To Thailand

MICE Visitors by Country



- South Korea is **the 4<sup>th</sup> market** for TCEB based on MICE statistics in 2023.
- **4.77%** of all the visitors are from South Korea.

AIR PASSENGERS FROM KOREA To Thailand



- The number of travelers to Thailand has recovered by **77%** compared to 2019.



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# KOREA MICE Keywords

## Sustainability

According to a recent global MICE survey conducted on MICE event organizers revealed that 80% of the subjects said that the industry needs transition into “**sustainable MICE**”.

## Bleisure

At the heart of the international travel rush is “bleisure”, a **combination of “business” and “leisure”**. In fact, bleisure, which is the practice of going on a holiday before or after a business trip, gained much attention as one of the promising areas of the tourism industry even before the pandemic.

## Hybrid

Hybrid events, enabling **both online and physical interaction among participants**, will not only increase attendees' interest in the event but also help them access and see videos of the event afterwards.



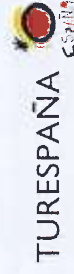


# Company Clients

- AVIAREPS Korea specializes in integrated marketing, sales marketing, public relations, and digital solutions for global tourism clients, including destinations, hotels & resorts, trade promotions and more.

## Destinations

- Hawai'i
- Las Vegas
- California
- New York City
- Seattle
- San Francisco
- Spain
- Oregon
- Hungary
- Tahiti



ROCKEFELLER CENTER

## Hotels & Tours

- The Bicester Village Shopping Collection
- Rockefeller Center
- DER Tour



W



# AVIAREPS Korea Divisions and Services

Aviareps Korea has four major divisions and provides the listed specific services:

| Public Relations   | Travel Trade Marketing   |
|--|--|
| <ul style="list-style-type: none"><li>• Press kit/media list creation</li><li>• Press conferences</li><li>• Overseas press trips</li><li>• Negotiated unpaid editorials</li><li>• Roundtable interviews</li><li>• Press releases</li><li>• Crisis management</li><li>• Monthly reporting</li><li>• Clippings services</li></ul>                              | <ul style="list-style-type: none"><li>• Sales calls to major travel agents</li><li>• MICE marketing</li><li>• Trade show organization</li><li>• Fam tours for key tour planners</li><li>• Tour package development</li><li>• Road trips for client vendors</li><li>• Seminars/workshops</li><li>• Competitor research</li><li>• Market surveys</li></ul> |
| Digital Marketing  | Advertising  |
| <ul style="list-style-type: none"><li>• Rep. offices in center of each major market</li><li>• Consumer and trade shows</li><li>• Local language Website development</li><li>• SEO/SEM &amp; web platform maintenance</li><li>• Social media &amp; online campaigns</li><li>• Local language brochures</li><li>• Collateral library for media/trade</li></ul> | <ul style="list-style-type: none"><li>• Integrated marketing</li><li>• Development of creative ideas</li><li>• Destination image research</li><li>• Development of visuals</li><li>• Consumer/trade surveys</li><li>• Media plan creation</li><li>• Focus groups</li><li>• Media placement</li></ul>   |





# AVIAREPS Korea Project Team

**Narae Min**

Trade Marketing  
Manager



Narae is a seasoned trade business specialist with extensive networking capabilities and a solid track record of hands-on experience. She brings nine years of valuable expertise in hospitality, specifically in travel trade sales, gained from her tenure at various international hotels and travel agencies.

**Minji Kim**

Trade Marketing  
Manager



Minji assumes the role of Account Manager, leveraging seven years of robust experience in the hospitality industry. Proficient in discerning target assortments, she possesses a wealth of expertise in crafting competitive strategies for commercial development and business expansion.



# 2024 TCEB Roadshow in Seoul

## Overview

| Date     | March 26                                | March 27  | March 28                            |
|----------|---|---|-------------------------------------|
| Event    | 2024 TCEB Roadshow in Seoul             | Corporate Networking Function                           | Sales Calls                         |
| Theme    | Thailand MICE Roadshow including dinner | Exclusive Corporate Networking Function including lunch | Sales Visits to top 2 MICE agencies |
| Venue    | The Westin Josun Hotel                  | Upscale Thai Restaurant (TBA)                           | Hana Tour, Redcap Tour              |
| Invitees | Minimum 55 pax including media          | 25pax including media                                   | 2 MICE agents                       |





# 2024 TCEB Roadshow in Seoul

**Day 1: TCEB Roadshow in Seoul - Tuesday, March 26, 2024**

## Program Details

- Position Thailand as the premier MICE destination for the Korean travel industry.
- Offer current and comprehensive tourism data on Thailand to Korean MICE partners.
- Showcase a Thai Food and Wine tasting session featuring an invited Thai F&B specialist.
- Provide valuable insights on Korean travel markets and prospective business avenues to participating TCEB and Thailand suppliers.

## Program Schedule

|               |   |
|---------------|---|
| 15:00 – 15:30 | Guest Registration  |
| 15:30 – 16:00 | Thai demonstration and workshop   |
| 16:00 – 16:15 | Welcome speeches  |
| 16:15 – 17:00 | TCEB Destination presentation   |
| 17:00 – 18:00 | B2B Workshop  |
| 18:00 – 19:00 | Networking dinner<br>*Showcase Thai cuisine by an invited Thai F&B Specialist (TBD) |
| 19:00 – 19:20 | Lucky Draw & Closing  |



# 2024 TCEB Roadshow in Seoul

## Day 2: Corporate Networking Function – Wednesday, March 27, 2024

### Program Details

- Present comprehensive updates on Thailand as a premier MICE destination.
- Strengthen relationships with pivotal MICE trade partners and corporate MICE planners.
- Engage in market discussions to explore collaborative prospects and enhance future cooperation within the Thailand MICE industry.

### Program Schedule

|               |   |
|---------------|---|
| 15:00 – 15:30 | Registration                                      |
| 15:30 – 16:30 | Media Roundtable                                  |
| 16:30 – 17:00 | Thai demonstration and workshop                   |
| 17:00 – 17:20 | TCEB Destination presentation                     |
| 17:20 – 18:20 | Networking Dinner(Venue: upscale Thai Restaurant) |
| 18:20 – 18:30 | Souvenirs hand-out & Closing                      |





# 2024 TCEB Roadshow in Seoul

**Day 3: Sales Call – Wednesday, March 28, 2024**

## Program Details

- Deliver the latest Thai destination updates to prominent MICE agents.
- Foster professional partnerships among top MICE travel agents, TCEB, and affiliated partners.
- Collect data to customize pitches according to prevalent trends and MICE industry demands.
- Explore collaborative prospects within the Thailand MICE sector for potential partnerships and initiatives.

## Program Schedule

|               |                          |
|---------------|--------------------------|
| 9:30 – 10:30  | Hana Tour – Sales Call   |
| 10:50 – 11:50 | Redcap Tour – Sales Call |



# Proposed Budget

| No.                                  | Item  | Estimation Amount |
|--------------------------------------|---|-------------------|
| 1                                    | <b>Day 1 Roadshow – Tuesday, March 26, 2024</b>   |                   |
|                                      | Hotel Costs – Venue Rentals (screen, projector, microphones, etc), F&B                      | \$21,000          |
|                                      | Banner Production (Hanging, Pull up, Backdrop, etc)   | \$1,000           |
|                                      | Photographer and Videographer   | \$4,000           |
|                                      | Emcee   | \$3,000           |
|                                      | Souvenirs   | \$2,000           |
|                                      | Thal demonstration/ Workshop  | \$2,000           |
| 2                                    | Misc. costs (including decoration, incidental expenses, etc.)                               | \$3,000           |
|                                      | <b>Subtotal for Day 1 Roadshow</b>  | <b>\$36,000</b>   |
|                                      | <b>Day 2 Corporate Networking Function – Wednesday, March 27, 2024</b>                      |                   |
|                                      | Venue costs – Rental(screen, projector, microphones, media interview room rental, etc), F&B | \$5,000           |
|                                      | Thal demonstration/ Workshop  | \$1,000           |
|                                      | Banner Production (Hanging, Pull up, Backdrop, etc)   | \$1,000           |
|                                      | Souvenirs   | \$1,000           |
| 3                                    | Media Invitation & Interview  | \$10,000          |
|                                      | Misc. costs (including decoration, incidental expenses, etc.)                               | \$1,000           |
|                                      | <b>Subtotal for Day 2 Networking Function</b>   | <b>\$19,000</b>   |
|                                      | <b>Professional Fee for AVIAREPS Korea</b>  |                   |
|                                      | Professional services including Event management and program development                    | \$17,000          |
|                                      | Sales Calls arrangement (2 MICE agents)   | \$1,000           |
|                                      | Post-event report and follow-ups  | -                 |
| <b>Subtotal for Professional Fee</b> |   | <b>\$18,000</b>   |
| <b>Grand Total</b>                   |   | <b>\$73,000</b>   |





THANK YOU!



*Signature*





# Quotation

Date: January 18, 2024

From: AVIAREPS HOLDINGS LTD.

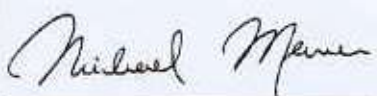
100 Cheonggyecheon-ro(Signature Tower, West, #1128), Jung-gu, Seoul, 04542, Korea

To: Thailand Convention & Exhibition Bureau (Public Organization)

Siam Piwat Tower Building, Floor 25 & 26, Unit A2, B1 and B2,989

Rama I Road, Pathumwan, Bangkok, 10330, Thailand.

Activity name: Thailand MICE Roadshow in Korea 2024

| DESCRIPTION   | AMOUNT        |
|---|---------------|
| Thailand MICE Roadshow in Korea 2024  | US\$73,000.00 |
| <br><b>MICHAEL DENNIS MERNER</b><br>Executive Vice President, Asia<br>AVIAREPS HOLDINGS LTD. |               |
| Grand Total   | US\$73,000.00 |

