



Contract for The Meetings Show Asia Pacific 2024

Contract no.67-026

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 March 22 th, 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

PARTNERS EXPERIENCE PTE.LTD., company registration Number 202322973C, is a company registered in Singapore, having its registered office at 66 TANNERY LANE, #06-06G Sindo Industrial Building, Singapore (347805), represented by the authorized person, Mr. Leong Foo Wen, 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 Meetings Show Asia Pacific 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 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 5 (five) pages.
- 2.2 Appendix 2 Proposal, all 8 (eight) pages.
- 2.3 Appendix 3 Quotation, all 4 (four) page.
- 2.4 Appendix 4 Corporate documents and passport, all 7 (seven) 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 1,430 SGD (One thousand four hundred and thirty SGD only), 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 28,600 SGD (Twenty-eight thousand six hundred SGD 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 SGD 14,300 (Fourteen thousand three hundred SGD), which is equal to 50% (Fifty) of the service fee, shall be paid to the Contractor when the Contractor has submitted the first deliverable (specified in Appendix 1)
- 2) The last payment of SGD 14,300 (Fourteen thousand three hundred SGD), which is equal to 50% (Fifty) of the service fee, shall be paid to the Contractor when the Contractor has submitted the last 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 March 23 th, 2024, and shall complete all works within a period of 120 (One hundred and twenty) 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 percent of the value of the employment, 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.



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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.





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, exhibitors, partners, and participants attending the meetings show Asia Pacific 2024. 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;



อาคารสยามพิวรรธน์ทาวเวอร์ ชั้น 25, 26 ยูนิต เอ2, บี1 และบี2 เลซที่ 989 ทนนพระราม 1 แฮวว/เซต ปทุมวัน กรุมเทพฯ 10330 โทร: +66 2 694 6000 แฟกซ์: +66 2 658 1411



- (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.

gned_____TCEE

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

Signed.....The Contractor

by (Mr. Leong Foo Wen)
The authorized person
PARTNERS EXPERIENCE PTE.LTD





Signed.....Witness

(Mr. Thanabodee Hemsuchi)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed......Witness

(Mr.Lim Yeow Koon)
PARTNERS EXPERIENCE PTE.LTD

Project number 67029477466 Reference no. 670324004385



อ.ส.5 ใบสลักหลังตราสาร

วันฟ

เลยที่ 10062 28 มีนาคม 2567

เลยประจำตัว 0994000112165 เลยที่สายา ชื่อผู้เลียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนีหรรศการ(องศ์การมหาชน)

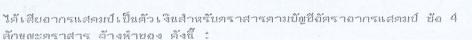
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หือยู่ : เลยรหัสประจำบ้าน หืองเลยที่ " หมู่บ้าน " เลยที่ 989ผูนิภA2,81และ82 ครอก/ชอบ " ถนน พระราม 1 เบต/อำเภอ ปฐมวัน รหัสไประชัย์ 10330 ชื่ออาคาร สยามพิวรรธน์หาวเวอร์ ชั้นที่ 25,26

หมู่ที่ -แบก -แบวง/ด้าบล ปหุมวัน จังหวัด กรุงเหมมหานคร

ศูสัญญา เลยประจำคัวผู้เสียถาซีอากร ซื่อ Partners Experience Pte.Ltd.

เลนห์สานา





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ตำแหน่ง ...บักวิชาการสรรพากรปฏิบัติการ ....

ใบสลักหลังคราสารนี้จะสมบูรณ์ก็ค่อ เมื่อมนักงาน เจ้าหน้าหื่อากรแสคมป์ของหน่วย เก็บภาชีอากร ได้สงชื่อและออกใบ เสร็จรับ เงิน เรียบร้อยแล้ว

## Terms of Reference

# For the procurement specific method

## 1. Project Name

โครมการสร้างโอกาสทามการตลาดของประเทศไทยในเวทีสากล (The Meetings Show Asia Pacific 2024)

## **Activity Name**

The Meetings Show Asia Pacific 2024

## 2. Budget

Amount of 800,000 Baht (including VAT or GTS)
Equivalent to SGD 28,600 (Estimated exchange rate 1 SGD = 27.9 THB)

## 3. Date and Area of Implementation

17 - 18 April 2024 in Singapore

## 4. Objectives of the Project

# 4.1. Increase the presence of Thailand as a key MICE destination

- To gain a competitive advantage and Thailand awareness in the market and to negotiate and bid Thailand as a destination with key buyers for business in 2024 and beyond.
- To re-establish and strengthen customer confidence, reinforcing the capability of Thailand and the destination's image in handling MICE groups to emphasise success stories and experiences.
- To promote TCEB marketing and promotional campaigns, sustainability initiatives and partnership and collaboration forces which benefit international buyers attending the event.

# 4.2. Accelerate business opportunities for Thailand with key industry partners and clients

- To re-generate and re-activate business opportunities and group leads from fast-moving international markets for MICE.
- To facilitate and bridge business opportunities for Thai private sectors with international clients.
- To update potential partners and meet with a new generation of active players in the global MICE community.

# 5. Scopes of Work (Thailand Booth - 36 Sqm.)

- 5.1 Arrange building materials and manage Thailand booth construction and installation by working on the show's timeline, and coordinate with the show's organizer to maximize Thailand awareness and to serve the project objectives during the show dates (17-18 April 2024).
- 5.2 Design, produce the artworks and decorate the Thailand booth as agreed with TCEB.
- 5.3 The Contractor must provide the following items for the Thailand booth;



## 5.3.1 Flooring

- Timber-raised platform and needle punch carpet

## 5.3.2 General construction and furniture

- Structure of the Booth with single and/or double side panels up to the design with the painting finished and/or inkjet print and/or vinyl cut-out
- Storeroom with lockable door painting with 6 lockers
- Information or reception counter with lockable cabinet with 2 barstools
- Six sets of tables for B2B and four chairs at each table
- Arrange for 1 set of discussion tables with stools

## 5.3.3 Electrical fixtures and audiovisual (AV) (but not limited to)

- Lighting around the Booth
- Power sockets at the exhibitor's table and reception counter
- LED screen
- Computer equipment to be linked with LED screen

## 5.3.4 Decoration for signage/branding

- Lettering Thailand
- TCEB logos or corporate branding on the wall/frame at least 2 positions up to
   The design with inkjet print and/or vinyl cut-out

## 5.3.5 Manpower and staffs

- On-site staffs or caretakers on the event days from the start from 8.30 am 6 pm
- Daily cleaning before and after the show time on event days
- 5.4 Provide food and beverage service to exhibitors in Thailand booth on the event days as per details agreed with TCEB's approval.
- 5.5 The Contractor shall be bare the additional fees from the Organizer related to this trade show.
- 5.6 The Contractor shall execute and complete the dismantling and taking out the debris from the said building, strictly in compliance with the rules and regulations/orders/notifications of the show organizer.
- 5.7 The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.
- 5.8 The Contractor must notify the Employer'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.
- 5.9 Prepare one set of summary reports in electronic file format to be submitted to TCEB which includes photos from the tradeshow under the Scopes of Work



## 6. Qualifications of the Contractor

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

- 1. Having legal capacity;
- 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. Have been approved or certified by an official Organizer for the event/venue

# 7. Duration of the Project

120 days after the date the contract is signed.

# 8. Delivery of Work

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

Details of submission	Due Date			
A complete detail of booth information designs & Project timeline	15 days after the contract is signed.			
2) Post event summary report including photos of the actual booth along with description in detail within the booth at shows during 2 days of Trade show. (Remark: Information is required in electronic version)	Within 120 days after the contract is signed.			

## 9. Payment Terms

TCEB shall pay the contractor for the provision of the service as follow:

9.1 <u>The 1st instalment</u>, the TCEB will pay <u>50 percent</u> of the total payment after the 1st delivery is complete. The payment schedule will be considered after the approval of the acceptance committee and has signed by the approval authority only.



9.2 <u>The 2nd instalment</u>, the TCEB will be pay final <u>50 percent</u> of the total payment after all the work is done delivery is completed. The payment schedule will be considered after the approval of the acceptance committee and has signed by the approval authority only.

## 10. Performance bond

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

## 11. Stamp duty

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

## 12. Fine rate

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, with a daily fine at the rate of 0.1 percent of the value of the employment, but not less than 100 baht per day.

## 13. Cancellation

TCEB reserves the right to cancel the procurement, employment, or contract in the event that it is determined that the most or almost of the contractor's work under the scope of work has been delayed and causes damage, the acceptance of such work is useless, the lack of ability to perform tasks in accordance with the scope of work or the contract for quality and completion as scheduled. TCEB will not be responsible for any expenses incurred to the contractor and if such circumstances cause TCEB damage, the contractor must be responsible and compensate for the damage caused to TCEB also, without any conditions at all.

## 14. Ownership of data and documents

Documents/data/workpieces/databases and/or software and anything else that results from the implementation of this project, all work that has been performed, including those that have been delivered and that have not been delivered, shall be the property of TCEB by law, which the contractor must deliver to the TCEB and TCEB has the right to take part or all of the work to be published or reproduced by itself or allow others to publish or reproduce.

## 15. 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.

## Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from the Principal. Permission to partially sub-contracting of the principal does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

In case that the contractor has partially sub-contracted in violation of the provisions of the first paragraph, the Contractor shall pay fine to the principal at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to the principal's right to terminate this contract.

### Remarks:

- 1. The decision of the TCEB is deemed to be final. The persons who have not been selected shall accept and shall not dispute the decision of the TCEB in any case at all.
- 2. TCEB reserves the right not to choose the lowest bidder, but it will consider the criteria used in the overall selection process.
- 3. The selected agency must work along with TCEB. Any decision-making must obtain prior consent from the TCEB.
- 4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decided.
- 5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected agency.

## For more information, please contact:

Mr. Thanabodee Hemsuchi

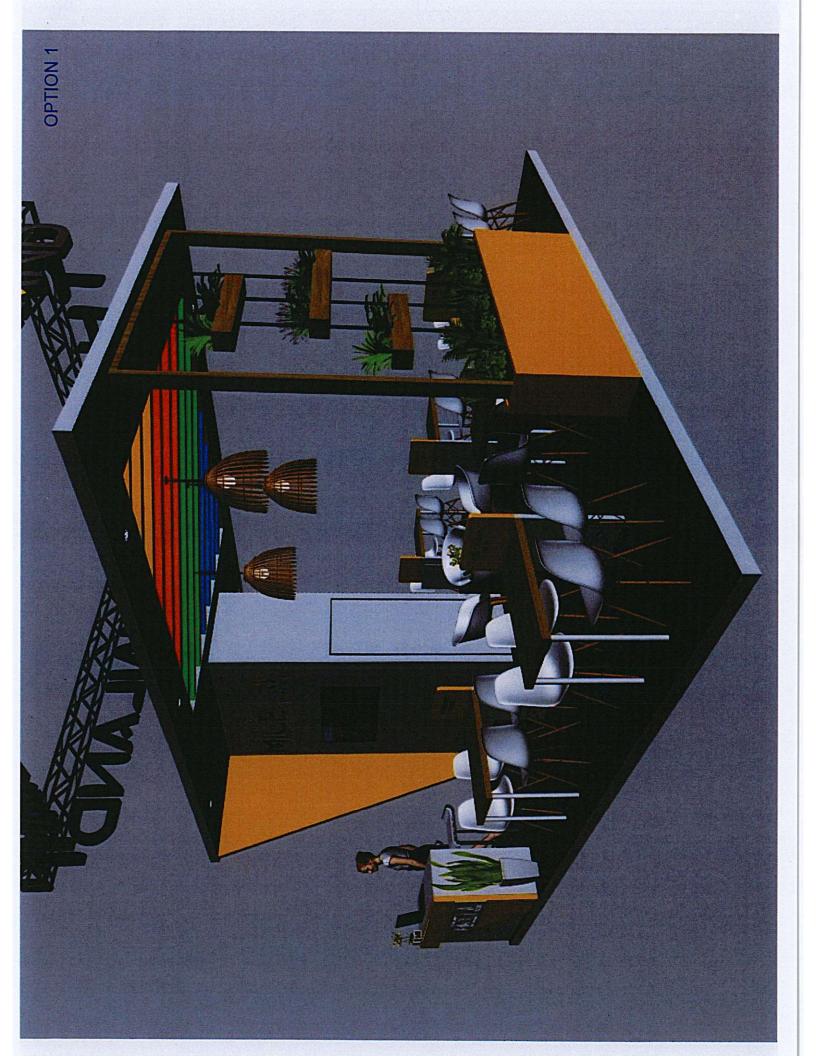
MS. Amornrat Saengsasithorn

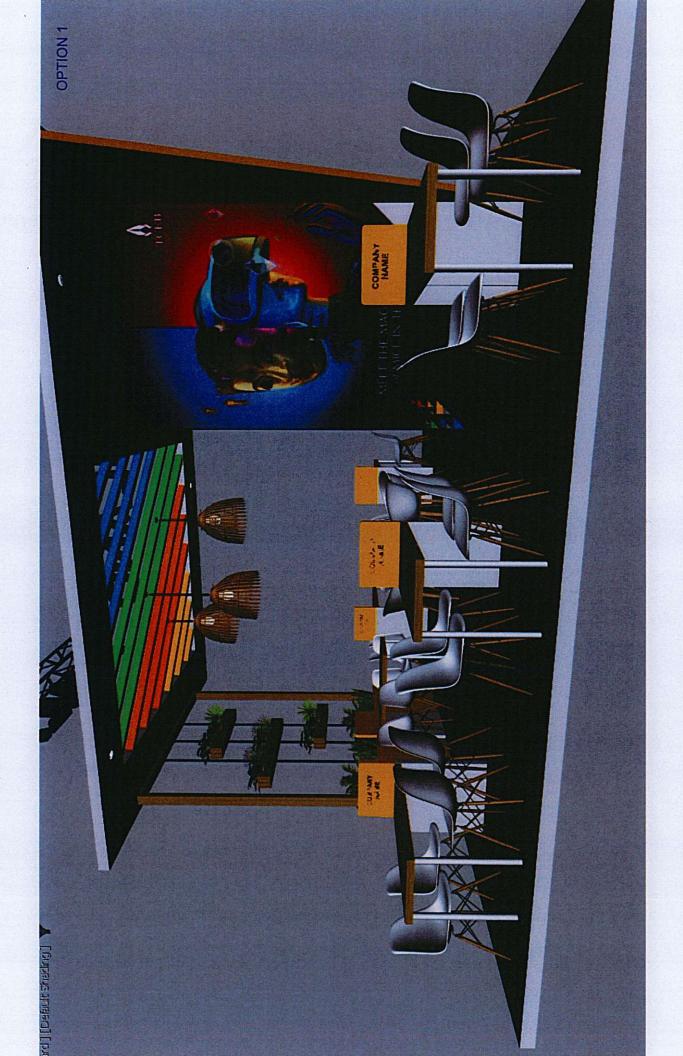
Manager, Meetings and Incentives Department

 $Email: \underline{Thanabodee_h@tceb.or.th} \ , \underline{amornrat_s@tceb.or.th}$ 

Tel: +66 2694 6000 ext. 6016, 6041



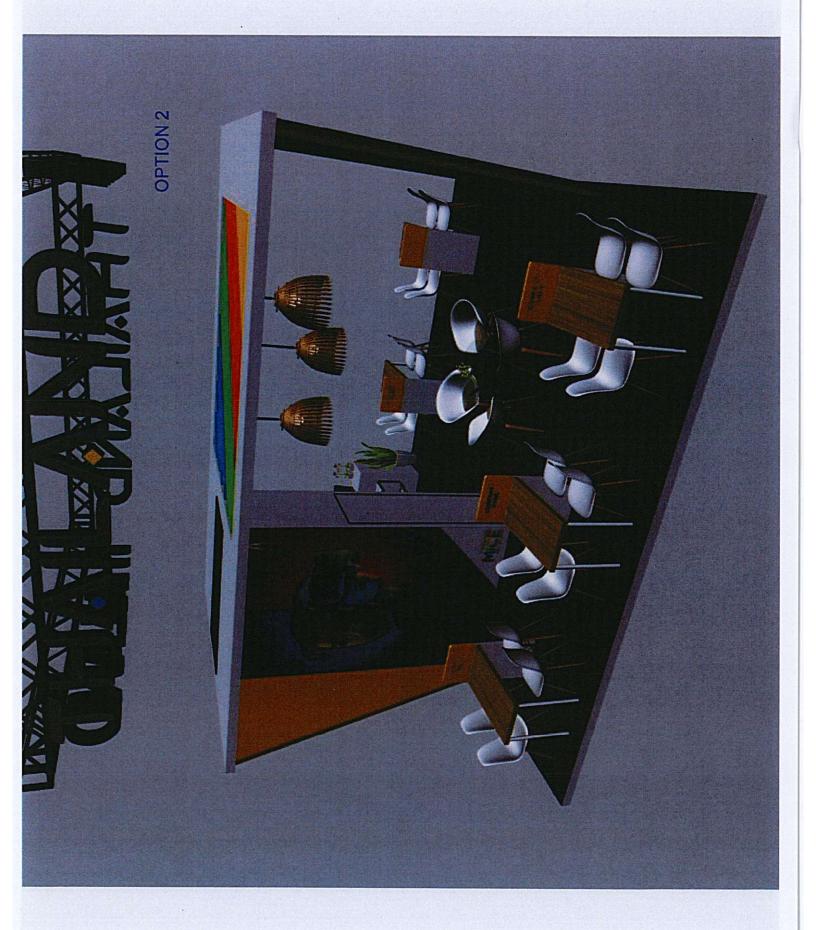




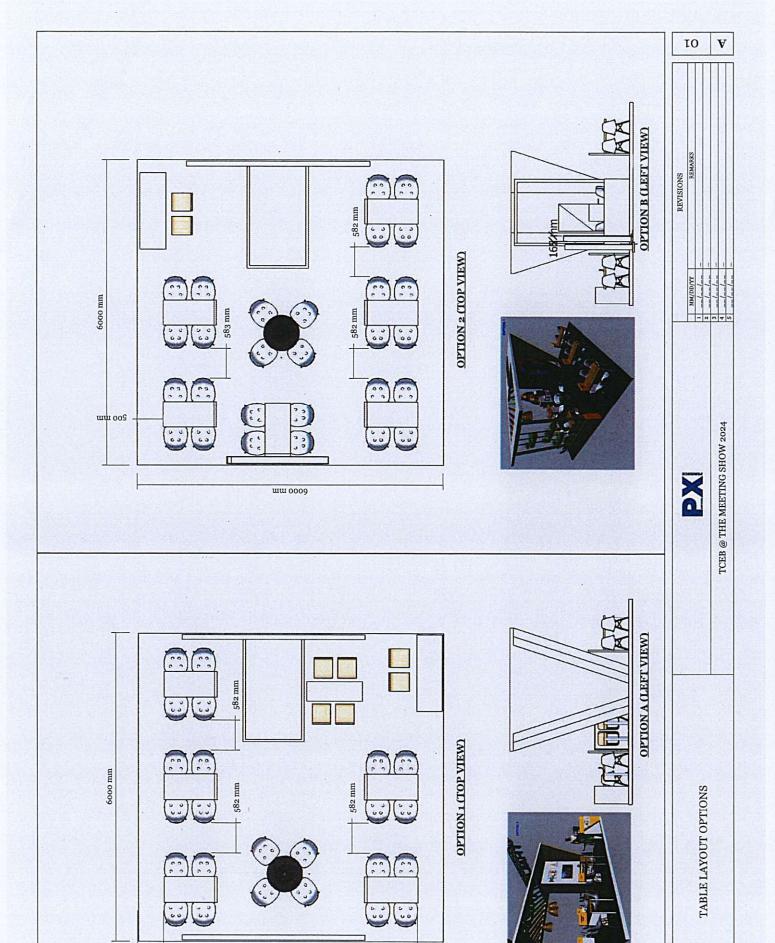
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Company:	Thailand Convention & Exhibition Bureau (Public Organization)	Date:	29/2/2024
Address:	Siam Piwat Tower Building, 25,26 Fl, Unit A2, B1 and B2, 989 Rama 1 Road, Pathumwan, Bangkok 10330, Thailand	Quotation Ref:	PX_2024_02_001 r3
Attn:	Ms. Amornrat Saengsasithorn (Contact Person)	Project Title:	TCEB @ THE MEETING ASIA
Tel:	+66 2 694 6041	Event Date:	17th - 18th April 2024
Email:	amornrat s@tceb.or.th	Venue:	MBS, Singapore

NO.	ITEM DESCRIPTION DIMENSIONS		QTY		AMOUNT (SGD)	
А	FLOORING					
A.1	Timber Raised Platform with handicapped ramp	100mmHeight	36	sqm		
A.2	Needle Punch Carpet (1 Tone Color) - Inclusive of Wastage		36	sqm	ALL IN	
A.3	Protective polythene sheet to the entire flooring area prior to show opening.		36	sqm		

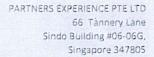
В	GENERAL CONSTRUCTION			
B.1	Struturce			
B.1.1	Single side back wall panels in timber clad matt paint finished to form store room	3400mmHeight x 50mmThick	5.6	m
B.1.2	Lockable swing door in timber clad matt painted finished	2100mmHt x 800mmW	1	no.
B.1.3	Double-sided panels in timber clad matt paint finished to form exterior wall of the booth	3500mmHt x 3500mmL x 100mmThick	2	nos.
B.1.4	Timber Ceiling in timber clad matt painted finished, c/w color painted color strip	6000mmL x 3500mmW x 100mmThick	1	Set
B.2	Hanging			
B.2.1	CNC-Cut out Lettering logo with black metal frame in matt painted finished	4500mmL x 400mmHt x 15mmThick	4	Set
B.3	Counter			
B.3.1	Reception Counter with lockable cabinet in Matt laminate finished	1500mmL x 1000mmHt x 500mmDepth	1	Set
B.3.2	Exhibitor table in matt laminate finished c/w metal spray paint leg	1100mmL x 750mmHt x 500mmDepth	6	nos.

c	C ELECTRICAL FIXTURES RENTAL (Profities and left-valler intropers to the uppers a contractor of progenitor)					
C.1	18w Downlight	6000K	6	nos.		
C.2	Hanging Pendent Lighting (Based on Existing Stock)	6000K	3	nos.	ALL IN	
C.3	Metal Halide for Logo	6000K	4	nos.		

D	GRAPHICS PRODUCTION				
D.1	Inkjet print cut out logo for walls panels	1800mmL x 600mmHt	3	Set	
D.2	Inkjet print cut out logo for reception counter	800mmL x 250mmHt	1	Set	ALL IN
D.3	Vinyl Cut out Lettering for Discussion Table Counter	500mmL x 150mmHt	6	Sets	



0.4	Inkjet print for Cut out Logo	4500mmL x 400mmHt	4	Sets	ALL IN
.5	Inkjet Print Sticker for Wall Panels	2000mmL x 3500mmHt	1	Sets	ALL IN
	Rental of AV		1 -		
1	Rental of 55" LED Screen with media player		1	nos.	ALL IN
.2	Rental of Truss		20	mRun	ALL IN
	Rental of Furniture (Based on Existing Stock)				
			2	nos	
1	Barstool for reception counter			nos.	
2	Discussion Table		1	no.	ALL IN
3	Discussion Chair		28	nos.	ALLIN
.4	4-Tier Shelving for store room		1	no.	
.5	4-Tier Locker for Store Room		2	nos.	
G	INSTALLATION & DISMANTLING				
.1	Provision of skilled labours to install the booth structures mentioned above during set-up period and dismantling of booth during tear-down period. All inclusive of daily wages, meal allowances and local transportation.		1	lot	ALL IN
.2	To provide general stand cleaning (vaccumming, cleaning of rubbish & wiping of table/counter top) once every morning.		1	lot	ALL IN
	TRUCKING AND DISPOSAL				
	Provision of trucks to transport stand materials, working tools and equipment from factory				
.1	to show site and vice versa at the end of the show.  Provision of disposal skid for the disposal of unwanted stand materials at the end of the		1	lot	ALL IN
.2	show.		1	lot	
	PROJECT MANAGEMENT FEES				
.1	Provison of English speaking project handler onsite to coordinate and supervise the entire project execution from pre-site preparation, setting up and the completion of stand dismantling.		1	lot	ALL IN
	ORGANIZER FEES				
1	Lighting Connection Fees (Payable to Organizer)		13	nos.	ALL IN
.2	Power Socket (Payable to Organizer)		9	nos.	ALL IN
3	Rigging Fees (Payable to Organizer)		4	nos.	ALL IN
4	PE Endorsement (Payable to Organizer)		1	no.	ALL IN
5	Manual Chain Block (Payable to Organizer)		4	nos.	ALL IN
•	F&B ITEMS				
.1	Snack Items (as per details agreed with TCEB's approval)		2	Days	ALL IN





K.2	Bottled Water	100	Btl	ALL IN
K.3	Coffee Machine with 100 pax accessories	1	Set	ALL IN

TOTAL ESTIMATED AMOUNT (SGD): SGD 28,600.00

#### SAY SINGAPORE DOLLARS TWENTY-EIGHT THOUSAND AND SIX HUNDRED ONLY.

#### IMPORTANT NOTES:

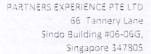
This contract embodies confidential and proportetary information of Partners Experience Pte Ltd and its suppliers(s) and should not be used or disclosed for the benefit of any party without our express written consent.

All the above prices quoted are based on the initial stage of discussion, design concept development, elevation and layout given to our company from preliminary costing purpose. Any additional items required or amendments to stand materials on-site will be charged accordingly.

The logistic and operation schedule for this event shall be given to client and will be based on further discussion and meeting upon confirmation of contract.

All the above items are on RENTAL BASIS and meant for ONE-TIME USAGE ONLY.

All rental items remain the property of Partners Experience Pte Ltd c/o local supplier(s) and must not be altered in any way. Any damage, loss or modification to rental properties will be charged at replacement cost.





#### **TERMS & CONDITIONS**

The above contract amount is subject to changes if final choice of materials differ from above mentioned.

The above contract amount will also be subject to changes if there are any additional requirements other than the ones already stated above. Items not refelcted or indicated above will be charge accordingly.

Design layout and details are subject to approval by show organisers and venue owner.

#### VALIDITY OF QUOTATION

Immediate

#### TERMS OF PAYMENT

Payment for this contract is required via wire transfer.

- 1 Prices are subject to change after the validity period of quotation.
- 2 1st Payment: 50% Of Total payment After 1st Delivery is Complete (A Complete Detail of Booth Informations Designs & Project Timeline) within 15 Days after the contract is signed
- 3 2nd Payment: 50% Of Total payment After All the work and report is done and delivery is Complete, within 120 Days after the contract is signed

#### DISCLAIMER

- Upon confirmation of this contract, in the event of force majeure (Such as Pandemic) or if the show is cancelled for whatever reasons. Partners Experience Pte Ltd reserves the right to demand payment within 7days of invoicing for any work that had be done up to the event of force majeure or show cancellation or any cancellation fees that are imposed by 3rd parties suppliers or vendors..
- 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 TCEB.

#### **EXCLUSIONS**

- 1 Price indicaton above are subject to prevailing government taxes; if any.
- 2 Price indication above are subject to final design and material specifications upon confirmation of job.
- 3 Price indication above does not include any electrical mains supply or consumption payable to the official contractor / organiser other than those stated herewith.
- 4 Price indication above does not include any graphic artwork design or layout work other than those stated herewith...
- 5 Price indication above does not include any administrative / hall management fees payable to the venue owner / organiser; if any.
- 6 Price indication above does not include any structural drawings, calculations or PE endorsement for booth structures; if required, other than those stated herewith.
- 7 Price indication above does not include any hanging point / air space rental payable to the venue owner / organiser, other than those stated herewith.
- 8 Price indication above does not include any water and waste supply or connection payable to the venue owner / organiser.
- 9 Price indication above does not include any other materials, labours or services that is not stipulated above.
- 10 Any items or services not mentioned above will be charged accordingly if requested / required.

We trust the above is in good order and should you have any further queries, please do not hesitate to contact us.

For and on Behalf of

PARTNERS EXPERIENCE PTE LTD

Confirmed and Accepted by Thailand Convention & Exhibition Bureau (Public Organization)

Leong Foo Wen
Project Director

Email foowen@partners-experience.com

Mr. Chiruit Isarangkun Na Ayuthaya

President Thailand Convention and Echibiton Bureau