

**Contract for Exhibition 's Overseas Marketing Representatives  
(Greater China:China,Hong Kong,Macau,and Taiwan)**

Contract no.67-036

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 May 23<sup>rd</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

**Business Strategies Group Limited.**, company registration Number 3058-9654-001-11-21-6, is a company registered in China, having its registered office at FLAT/RM 4114 ,41/F, Hong Kong Plaza,188 Connaught Road West,HK, China , represented by the authorized person,Mr. Mark Thompson Cochrane , hereinafter referred as "**the Representative**" on the other part.

The Parties hereto has agreed as follows;

**CLAUSE 1 AGREEMENT ON THE COMMISSIONING**

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the activity of Exhibition 's Overseas Marketing Representatives (Greater China:China, Hong Kong , Macau and Taiwan) 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 Representative is obligated to perform the Work as required by TCEB for a period of 4 (four) months,commencing on June 1<sup>st</sup> , 2024 until September 30<sup>th</sup> ,2024

The Representative 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 8 (eight) pages.
- 2.2 Appendix 2 Proposal, all 14 (Fourteen) pages.
- 2.3 Appendix 3 Quotation, all 1 (one) page.
- 2.4 Appendix 4 Corporate documents and passport, all 2 (two) pages.

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

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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 Representative shall arrange that without claiming any damages or compensation.

### **CLAUSE 3 PERFORMANCE SECURITY**

At the time of this Contract, the Representative has provided TCEB with deposit cash, in the amount of 2,408 USD ( Two thousand four hundred and eight USD ), which is equal to 7.5 % (seven point five percent) of the Service fee under this Contract, as a performance security under this Contract.

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

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

### **CLAUSE 4 COST OF THE SERVICE FEE AND PAYMENT**

TCEB agrees to pay and the Representative agrees to accept the payment of the service fee in the amount of 32,100 USD (Thirty-two thousand one hundred USD 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 8,025 USD (Eight thousand and twenty-five USD), which is equal to 25% (Twenty-five) of the service fee, shall be paid to the Representative when the Representative has submitted the first deliverable (specified in Appendix 1 ).

2) The second payment of 8,025 USD (Eight thousand and twenty-five USD), which is equal to 25% (Twenty-five) of the service fee, shall be paid to the Representative when the Representative has submitted the second deliverable (specified in Appendix 1 ).

3) The third payment of 8,025 USD (Eight thousand and twenty-five USD), which is equal to 25% (Twenty-five) of the service fee, shall be paid to the Representative when the Representative has submitted the third deliverable (specified in Appendix 1 ).

4) The last payment of 8,025 USD (Eight thousand and twenty-five USD), which is equal to 25% (Twenty-five) of the service fee, shall be paid to the Representative when the Representative 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 Representative shall start working within June 1<sup>st</sup>, 2024, and shall complete all works within 25<sup>th</sup> September , 2024 . If the Representative 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 Representative 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 Representative 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 the new representatives to substitute for the Representative as well. The exercise of the right to terminate the contract does not affect the right of TCEB to claim damages from the Representative .

Failure to exercise the right to terminate the contract mentioned above by TCEB does not release the Representative 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 Representative , or the new representative 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 Representative caused by incorrect use of the material or work is done incorrectly or does not meet academic standards, the Representative shall correct the defect without delay, while TCEB does not have to pay any costs in this regard. If the Representative 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 Representative .

In urgent cases, that it is necessary to correct the defect or damage quickly and cannot wait for the Representative 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 Representative shall be responsible for all costs.

Correcting the defect by TCEB itself or hiring others to substitute for the Representative does not release the Representative from liability under this Contract. If the Representative 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 Representative 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 Representative from liability or obligation under this Contract and the Representative shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

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

#### **CLAUSE 8 LIABILITIES OF THE REPRESENTATIVE**

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

Any damage caused by the work performed by the Representative , even if due to force majeure, the Representative shall be responsible for the reparation or the replacement at the Representative 's own expense, unless the damage is caused by TCEB's fault. In this regard, the liability of the Representative



in this clause shall end when TCEB has accepted the final assignment. After that, the representative shall be liable for the defects or damages mentioned in Clause 6 only.

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

#### **CLAUSE 9 PAYMENT TO EMPLOYEES**

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

If the Representative 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 Representative to the employee of the Representative and it shall be deemed that TCEB has paid such amount as cost of commissioning to the Representative under the Contract.

The Representative shall provide insurance for all employees hired to work, which shall cover all liability of the Representative or, 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 Representative or sub-contractor. Upon the request of TCEB, the Representative 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 Representative 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 Representative does not conform with the Contract, TCEB has the rights to reject such the works. In this case, the Representative 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 Representative can not 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 Representative 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 Representative 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 Representative 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 Representative is unable to complete the works within the time specified in the Contract and TCEB has not terminated the Contract, the Representative 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



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by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative , only for the excess of the said fine.

While TCEB has not terminated the Contract, if TCEB considers that the Representative 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 representative at the end of completion period and demand the representative to pay the fine, TCEB has the right to impose the fine against the representative until the date of termination.

#### **CLAUSE 13 RIGHT OF TCEB AFTER THE TERMINATION OF CONTRACT**

In the event that TCEB terminates this Contract, TCEB may continue the works by itself or hire the other person to complete the works. In such case, TCEB has the right to forfeit or enforce repayment from performance security, in whole or in part, as deem appropriate. Furthermore, the Representative 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 Representative .

#### **CLAUSE 14 ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES**

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

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

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

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

If the Representative fails to comply with the first paragraph, it shall be deemed that the Representative has waived the right to claim or reduce the fines or extend the working hours without any

conditions at all, except in the case of the default or the defect caused by TCEB, with clear evidence, or in which TCEB already knows from the beginning.

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

#### **CLAUSE 16 PERSONAL DATA**

The Representative 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 Representative as personal data processor, to implement the procedure of personal data collection, use, or disclosure of organizers, exporters, business trade associations, MICE business travelers, Partners both in Thailand and overseas. The personal data includes first name, surname, positions held, picture, telephone number and email address for press releases distribution, sending news, marketing information and promotional offers, data analysis for conducting market research, surveys and assessments, event/activity attendance database, coordination on a day-to-day basis and business matching.

In this regard, the Representative 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 Representative 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 Representative 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 Representative shall control and supervise the officer and/or employee, agent or any person, who perform the duty of personal data processing, to maintain the confidentiality of the personal data with the same standard and to strictly comply with the Personal Data Protection Law. The Representative must process the personal data pursuant to the purpose of the operation as specified in this 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 Representative, then, the Representative shall immediately notify and send such request to TCEB. Additionally, the Representative shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Representative shall not respond to such request by itself, except that TCEB shall designate the Representative to take the action for specific matter relevant to such request.

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

(a) Type of personal data processing;



(b) Name and contact details of subcontractor ( if any, in case of being permitted by TCEB in writing);

(c) Name and contact details of subcontractor's personal data protection officer (if any, in case of being permitted by TCEB in writing);

(d) Transfer of data abroad or to the international organization, and the documents specifying the appropriate protection measurement;

(e) General explanation of technical measurement and administrative measurement for personal data protection;

(7) The Representative shall establish and maintain the appropriate security measurement for data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard, by mainly taking into consideration the nature, scope and purpose of data processing as specified in this 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 Representative 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 Representative have agreed in writing to terminate the Contract or cancel the processing pursuant to this Contract, as the case may be. The Representative shall confirm the deletion, destruction or return of such personal data in writing with TCEB.

(9) In case the Representative has found any circumstance affecting the security of personal data processed by the Representative under this 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 Representative shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Representative .

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

(a) The details, nature and impact possibly occurring from the infringement;

(b) The measurements used for preventing or mitigating the impact of the infringement;

(c) Types of personal data and the data subject being infringed (if appearing);

(d) Other information related to the infringement.

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

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

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

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

(15) In case the Representative does not strictly comply with TCEB's order on part of the personal data, then, TCEB shall be entitled to immediately terminate this 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. Representative shall deliver all these documents to TCEB upon the completion of the Contract. The Representative may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

#### **CLAUSE 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 Representative  
by (Mr. Mark Thompson Cochrane)  
The authorized person  
Business Strategies Group Limited.

Signed..........Witness  
(Mr. Duangdej Yuaiwarmdee)  
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed..........Witness  
(Ms. Jess Wong)  
Business Strategies Group Limited.

Project number 67049351945



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เลขที่ 13357

วันที่ 30 พฤษภาคม 2567

เลขประจำตัว 0994000112165 เลขที่สาขา  
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษีอากร

ที่อยู่ : เลขจัดสรรบ้าน  
ห้องเลขที่ -  
หมู่บ้าน -  
เลขที่ 989 หมู่ 2, B1 และ B2  
ตรอก/ซอย -  
ถนน พระราม 1  
เขต/อำเภอ ปทุมวัน  
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพิวรรธน์ทาวเวอร์  
ชั้นที่ 25, 26

หมู่ที่ -  
แยก -  
แขวง/ตำบล ปทุมวัน  
จังหวัด กรุงเทพมหานคร



คู่สัญญา

เลขประจำตัวผู้เสียภาษีอากร เลขที่สาขา  
ชื่อ Business Strategies Group Limited.

ได้เสียภาษีอากรแสดงเป็นตัวเงินสำหรับตราสารตามบัญชีอัตราภาษีอากรแสดงปี ปี 4  
ลักษณะตราสาร ล้างค่ายอง ดังนี้ :



	บาท	สต.
มูลค่าตราสาร	1,100,715	00
ค่าอากรแสดงปี	1,101	00
เงินเพิ่ม	0	00
รวมเงิน	1,101	00

จำนวนเงินเป็นตัวอักษร (หนึ่งพันหนึ่งร้อยเอ็ดบาทถ้วน)

ตามใบเสร็จ เลขที่ 021905

ลงวันที่ 30 พฤษภาคม 2567

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25670530-1-02-000082 0

ลงชื่อ

(นายจิตพล ชิดหนู)

ตำแหน่ง

เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสัณหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสดงปีของหน่วยเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว





**TERMS OF REFERENCE**  
**for the procurement specific method**

**1. Name of Project:** Exhibition's Overseas Marketing Representatives (Greater China: China, Hong Kong, Macau, and Taiwan)

**2. Budget**

Amount of USD 32,100 (Thailand's VAT included) equivalent to 1,187,700 THB (estimated exchange rate: USD 1 = 37 THB)

**3. Principle and Reason**

As one of the most important markets of exhibition industry with a significant number of business travelers generating revenues for its destinations, Greater China (China, Hong Kong, Macau, and Taiwan) are to be targeted as a prime market for Thailand exhibition industry. Representative in Greater China, called the contractor in this Terms of Reference, will help to promote Thailand as an exhibition destination for exhibition organizers, exhibitors, buyers, visitors and. Furthermore, providing vital information on potential leads, market movement, recommendations for upcoming TCEB activities and most importantly to be the linkage to public and private sectors in Greater China for Thailand Convention and Exhibition Bureau (TCEB).

**4. Objective**

The contractor will promote, develop and establish Thailand as follows;

1. To promote show and venues in Thailand to China, Hong Kong, Macau and Taiwan markets, focusing on international trade exhibitions organized in Thailand.
2. To encourage potential exhibitors and visitors to join the trade shows in Thailand.
3. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
4. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments, and associations in designated countries.
5. To encourage and increase the opportunities in bringing new international trade exhibitions from those 4 territories (Greater China: China, Hong Kong, Macau, and Taiwan) to be held in Thailand.





6. To acquire a local database of potential targets in the aforementioned territories including lists of exporters, sales agent, business trade associations, exhibition of MICE bureau, government agencies and etc.

## 5. Scope of Work

1. To act on behalf of TCEB to provide information related to MICE (Exhibition) industry and promote Thailand exhibition industry in China, Hong Kong, Macau, and Taiwan.
2. To support and derive the development of the exhibition sectors in Thailand with potential new show lead and/or groups of delegates.
3. To Influencing the potential exhibition organizers from Greater China (China, Hong Kong, Macau, and Taiwan) to expand and/or launch new trade show in Thailand.
4. Promote Thailand's exhibitions through marketing communication activities or other channels.
5. To Provide an up-to-date information and/or market intelligence of such as market trends, economic movement, government policies, exhibitors/visitor behavioral movement or other topics that will be beneficial to Thailand's exhibitions Industry.
6. To provide a market study on new opportunities in the China and responsible regions.
7. To strengthen and maintain relationships with potential clients through activities such as one on one, business forum, roadshow, networking activities, etc.
8. To maintain a good relationship or cooperate with all government bodies and private sectors such as MICE agent, trade association which are business strategic partners in China, Hong Kong, Macau, and Taiwan including the Thai agency in China, Hong Kong, Macau and Taiwan including other business alliances.
9. To recommend and assist TCEB with a suitable marketing plan or activities with the market demand.
10. To prepare information that will encourage MICE business travelers to Thailand.
11. To participate in marketing activities in the responsible territory or as designated by TCEB.  
In some activities may incur additional expenses such as traveling expenses, registration fee, etc. will be informed to TCEB 1 month in advance to receive approval for reimbursement of such expenses.
12. To provide a monthly summary report of representative activities to TCEB.





13. To assist TCEB in translating relevant materials such as power points, brochure, press release, etc. from English to Chinese (Upon request from TCEB).
14. Upon request, the representative is to assist TCEB or Thai organizers, venues in arranging an appointment(s) or connect potential organizers, associations, chamber of commerce in the responsible territory and to assist in relate organizations to join TCEB functions or activities in China.
15. The Contractor must notify about 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.
16. The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

#### 6. Qualifications of the Contractor

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

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

#### 7. Duration of project operation under the contract

4 months (June 2024 to September 2024) after the date of signing the contract.

#### 8. Delivery of work

The contractor must deliver the work to TCEB and the work must be approved by the Inspection Committee within the specified period. The monthly performance of contractor for retainer payment approval, contractor is required to submit reports which indicate the detailed of the





executed activities as described in scope of work such as update on market trends and movement in Exhibition industry and updated information that are beneficial to TCEB. The monthly report must be submitted – every 25<sup>th</sup> of each month (4 months).

Formal performance reviews by TCEB as per agreed Key Performance Indicators (KPIs).

No.	Details of the deliverables	Delivery date
1	<p>The contractor must submit a monthly report (June issue) in Microsoft Word. The report must contain the following details.</p> <ul style="list-style-type: none"> <li>- Details of market trends, economic movement, government policies, exhibitors/visitor behavioral movement etc.</li> <li>- No. of new lead 5 leads</li> <li>- No. of news distribution 1 news</li> </ul>	Within 25 <sup>th</sup> June 2024
2	<p>The contractor must submit a monthly report (July issue) in Microsoft Word. The report must contain the following details.</p> <ul style="list-style-type: none"> <li>- Details of market trends, economic movement, government policies, exhibitors/visitor behavioral movement etc.</li> <li>- No. of new lead 5 leads</li> <li>- No. of news distribution 1 news</li> <li>- No. of promotional activities (1-1 meeting / event participation) 1 event</li> </ul>	Within 25 <sup>th</sup> July 2024
3	<p>The contractor must submit a monthly report (August issue) in Microsoft Word. The report must contain the following details.</p> <ul style="list-style-type: none"> <li>- Details of market trends, economic movement, government policies, exhibitors/visitor behavioral movement etc.</li> <li>- No. of new lead 5 leads</li> <li>- No. of news distribution 2 news</li> <li>- No. of promotional activities (1-1 meeting / event participation) 1 event</li> </ul>	Within 25 <sup>th</sup> August 2024



*[Signature]*



No	Details of the deliverables	Delivery date
4	<p>The contractor must submit a monthly report (September issue) in Microsoft Word. The report must contain the following details.</p> <ul style="list-style-type: none"> <li>- Details of market trends, economic movement, government policies, exhibitors/visitor behavioral movement etc.</li> <li>- No. of new lead 5 leads</li> <li>- No. of news distribution 2 news</li> <li>- No. of promotional activities (1-1 meeting / event participation) 1 event</li> <li>- No. of industry trends 8 trends</li> <li>- No. of market study 1 piece</li> </ul>	Within 25 <sup>th</sup> September 2024

#### 9. Payment terms

TCEB shall pay the contractor for the provision of the services a total of USD 32,100 (Thailand's Vat included). During the 4-month period after the date of signing the contract. The payment of USD 8,025 (Thailand's Vat included) will be made every month after the monthly report is submitted and approved by the inspection committee. The payment of wages of the Project shall be made into 4 installments as follows:

9.1 The 1<sup>st</sup> installment, TCEB will pay USD 8,025 (Thailand's Vat included) 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.

9.2 The 2<sup>nd</sup> installment, TCEB will pay USD 8,025 (Thailand's Vat included) immediately 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.

9.3 The 3<sup>rd</sup> installment, TCEB will pay USD 8,025 (Thailand's Vat included) immediately 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.

9.4 The 4<sup>th</sup> installment, TCEB will pay USD 8,025 (Thailand's Vat included) immediately after the 4<sup>th</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 security in the amount of 5 percent of the purchase or contract price to TCEB. The Security will be returned to contractor once the contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

#### 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 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.



A handwritten signature in black ink, possibly reading "Bach", located at the bottom right of the page.



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 the Principal. Permission to partially sub-contracting of the principal does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

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

#### Remarks:

1. The decision of the TCEB is deemed to be final. The persons who have not been selected shall accept and shall not dispute the decision of the TCEB in any case at all.

2. TCEB reserves the right to not choose the lowest bidder, but it will consider from the criteria used in the overall selection process.

3. The selected agency must works along with TCEB. Any decision-making must be obtained the prior consent from the TCEB.

4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.

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

6. The contract or the written agreement for this procurement will be signed only once the project has been approved by TCEB board members and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.



For more information:

Contact person:

1. Mrs. Chanyaruk Qin

Senior Manager, Exhibition Department

Email: Chanyaruk\_q@tceb.or.th Telephone 02 694 6000 ext. 6039

2. Mr. Apinantat Vajrabhaya

Manager, Exhibition Department

Email: Apinantat\_v@tceb.or.th Telephone 02 694 6000 ext. 6411



Handwritten signature in blue ink, appearing to be 'MTC' followed by a stylized signature.



# Marketing strategies and activity plan for TCEB 2024

29 April 2024

PREPARED BY

BSC





# Introduction

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- ▲ This document provides TCEB with details of BSG's credentials, and proposed marketing strategies and activity plans, as well as key performance indicators (KPIs) under the terms of four-month contract running from June to September 2024.
- ▲ BSG will provide comprehensive strategies and plans for effectively promoting Thailand's exhibition market and raising awareness among the potential leads in Greater China.
- ▲ The KPIs and services proposed in this document can be further discussed in more detail as required.

BSG





# ABOUT BSG

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- ▶ Founded in 2000 by Paul Woodward, Business Strategies Group (BSG) is the only consulting firm in Asia focused on B2B events and media.
- ▶ Our services include promotional activities, representation, market research, and strategic advisory services.
- ▶ We have managed UFI's office in Asia since 2004 and we have acted as TCEB's rep in China since 2006.
- ▶ Mark Cochrane is BSG's Managing Director as well as the UFI Regional Manager in Asia.

BSG





# BSG strengths

- ▶ BSG maintains a proprietary database of almost 3,000 exhibitions across 17 Asian markets.
- ▶ BSG's team has a sophisticated and unmatched understanding and knowledge of key Asian exhibition markets – especially in China.
- ▶ Through our UFI role and our 20+ years of client work, BSG has deep and extensive contacts in the global exhibition industry – with organisers, venues, government bodies, associations, sales agents, trade media and service providers.

BSG





# Objective of service

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- ▶ BSG understands that TCEB has several key objectives including:
  - ▶ Attract new international exhibitions and trade shows to Thailand.
  - ▶ Raise awareness of TCEB in China as well as the opportunities offered by the Thai exhibition market.
  - ▶ Bring new show organizers, exhibitors, visitors and MICE media reps to Thailand.
  - ▶ Establish new relationships between TCEB and key Chinese government bodies and exhibition industry players in China.

BSG







○ **Paul Woodward** – Chairman

- As Chairman of BSG, Paul will provide strategic advice and guidance to the BSG team servicing the TCEB exhibition team.
- Paul will also leverage his 30+ years in the global business events industry as well as his extensive network of contacts to maximise value for TCEB.



○ **Mark Cochrane** – Managing Director

- Mark will manage the overall direction of the activities and ensure that the TCEB KPIs are met throughout the duration of the contract.
- Evan Li, account manager, will report directly to Mark.



○ **Evan Li** - BD Manager / TCEB Representative

- Evan will be responsible for all day-to-day operations and all communications with TCEB Exhibitions Team.
- Evan has worked as TCEB representative since 2011 and has solid connections with key MICE business and government sectors in China. Evan will manage the account and operations to ensure that TCEB's goals and KPIs are met.

## Our team



# Thailand's opportunity

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- ▶ In 2024, the exhibition industry in Thailand is poised for significant growth, with the country emerging as a pivotal hub for trade fairs. This trend began in 2023 and is expected to continue in the coming years.
- ▶ Chinese exhibition organizers are increasingly turning their attention to Thailand as a strategic platform for expanding their international presence. With China pledging subsidies to support the participation of its exhibitors, Thailand stands to benefit greatly from this influx of Chinese businesses into its exhibition scene.
- ▶ There will be a powerful opportunity to leverage BSG's network and knowledge of the Chinese market to bring Chinese exhibitors to Bangkok and back to Thai exhibitions

BSG





# Marketing strategies

- ▶ Lead generation
  - ▶ Leveraging BSG's extensive Greater China database is a key source of leads for TCEB. BSG uses our database and network to identify exhibition organizers and industry associations in Greater China which are looking explore international markets.
  - ▶ BSG will tap our contacts in leading exhibition organizations in Greater China including Mainland China, Taiwan, Hong Kong and Macao. We will also leverage other established lead generation channels such as UFI, CCPIIT, TAITRA and IPIM in order to identify targets.
- ▶ Geographic focus
  - ▶ The top priority geographic markets is China. China has a large number of professional exhibition organizers, who are potentially going abroad. Hong Kong, Taiwan and Macao are second priority geographic markets. The rep will also try to tap into the potential organizations through partnerships.



# Marketing strategies

- ▶ Promotional initiatives
  - ▶ Various marketing activities will be used to continually to promote Thailand's exhibition market as well as TCEB's supporting policies.
  - ▶ BSG will follow TCEB HQ's marketing roadmap, promote its key messages and spread through leading exhibition forums.
  - ▶ BSG will increase TCEB's exposure in China through MICE media outlets and we will create and distribute newsletters through our database.
- ▶ Research reports and industry information
  - ▶ Relevant market information will be collected and we will produce research reports to monitor the key industry trends as well as development of the exhibition industry in China. This is particularly important because the post-pandemic situation is changing quickly.



# Marketing activities

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- ▶ Participation in strategy MICE events in China
  - ▶ BSG will use key Chinese MICE events such as Shanghai CEO Summit to promote Thailand and TCEB. These platforms offer concentrated opportunities to approach multiple, high-quality leads at one time.
- ▶ 1-on-1 meetings
  - ▶ BSG will organise TCEB's visits to China and Hong Kong to promote exhibitions in Thailand. BSG recommends this as the most cost-effective, in-person promotional activity for TCEB.
  - ▶ Physical meetings will take with potential organizers, key associations, government officials and MICE media.

BSG

Remarks: Activities to be finalized based on budget allocation from TCEB.





# Marketing activities

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- ▶ Roadshows
  - ▶ BSG will assist TCEB to organise and execute corporate roadshows in China.
  - ▶ Press interviews or MoU signings other options which, in BSG's experience, can generate good coverage in the local media.
- ▶ Networking activities
  - ▶ BSG will organize networking functions in key cities such as Beijing and Shanghai and possibly Hong Kong.
  - ▶ The objective of these activities is to rebuild TCEB's brand and profile and to re-establish quality relationships with important government bodies and key organizers.

BSG

Remarks: Activities to be finalized based on budget allocation from TCEB.





## Proposed KPIs

Indicators	KPI 2024	Unit/due date	Remarks
No. of new leads	20	Company 30/9	BSG will focus on organizers and MICE leads incl. CCPIT, sales agent and associations. The leads will be generated by regular approach of potential organizers by social channel and 1-1 meetings, and through MICE events incl. Shanghai CEO summit, etc.
No. of industry trends	8	Article 30/9	BSG will collect latest economic impact, MICE industry trends, and competitors' news, and share the information from TCEB HQ and identify opportunities attract Chinese organizers to Thailand. The trends will be included in each monthly reports.
No. of news distribution	6	News 30/9	BSG will revamp and publish the most recent MICE activity of TCEB and key stakeholders in Thailand through multiple channels including newsletters (2k recipients in Asia) and social networks (1k recipients on Wechat) and seek for MICE media distribution (est. 10k).
Monthly reports	4	PC 30/9	Summarizing BSG's activities on behalf of TCEB.
No of promotional activities (1-1 meeting / event participation)	3	Meeting 30/9	BSG will take the opportunity to promote TCEB and Thailand through multiple channels and platforms such as Shanghai CEO Summit, etc. BSG will also help TCEB and Thai organizers to arrange meetings with potential leads.
Number of market study	1	Piece 30/9	BSG will leverage the resources and market insights to deliver the study reports that benefit to Thailand key MICE players and TCEB, and better understanding the market potential of Greater China and opportunities to Thailand in the aspects of policy, business environment, etc., and generated new business opportunities in China market for Thai PEOs.
BSG newsletters	Weekly	Article 30/9	BSG conducted weekly newsletters and collected Asian exhibition and B2B trade media information to provide TCEB a full-around understanding and perceptions of what's new and business opportunities to better explore the market of Greater China and Asia.





# Fees & terms & timing

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- ▶ BSG will provide the services outlined in this document under the following terms:
  - ▶ The contract period will run from 1<sup>st</sup> June to 30<sup>th</sup> September 2024 (4 months).
  - ▶ BSG required a monthly retainer fee of **US\$8,025 (7% VAT included)**.
  - ▶ Payment of fees and reimbursement expenses due within **30 days** of invoice.
  - ▶ All other expenses related to activities in China to be covered by TCEB including, but not limited to: travel expenses, registration fee, sponsorship fees, media advertisements, booths at MICE events, etc.
  - ▶ BSG will, of course, obtain TCEB's approval for any additional expenses in advance.

BSG







For more information about this  
proposal, please contact:  
Business Strategies Group

[TCEB.EVAN@BSGASIA.COM](mailto:TCEB.EVAN@BSGASIA.COM)

BSG







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Monday, 29 April 2024

Quotation code: SA591

Mr. Duangdej Yuaikwarmdee  
Director - Exhibition Department  
Thailand Convention & Exhibition Bureau  
Siam Piwat Tower Building, 25, 26 Floor, Unit A2, B1, B2,  
989 Rama I Road, Pathumwan,  
Bangkok 10330  
Thailand

QUOTATION

Provision of exhibition industry promotional services for Thailand Convention  
and Exhibition Bureau

USD

Fee as agreed for June to September 2024 (\$8,025/Month)	\$ 32,100.00
<b>Total amount (VAT included)</b>	<b>\$ 32,100.00</b>

*Mark Chan*



*MIC*