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## India Representative Employment Agreement

Agreement No. 64-124

This Agreement is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25<sup>th</sup> -26<sup>th</sup> Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on 4<sup>th</sup> November, 2021, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Avighna Business Promotion Experts, Registration Number is 09ALHPM9736B2ZV, which is registered in India, having its principal office located at LGF 51, Wave Silver Tower, Sector 18, Noida, by the authorized person, Mr.Sachin Manocha, who held the passport's number Z6252318, hereinafter referred as the "Representative" on the other part.

Now, therefore, both parties agree to enter into this Agreement as follows;

### Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission for India Representative Employment for Exhibitions Department which be according to the Terms and Conditions of this Agreement and Scope of service that specified in Appendix 1 Term of Reference "TOR", Appendix 3 KPIs FY2022. (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a period of 11 (eleven) months, commencing on 5<sup>th</sup> November, 2021 until 30<sup>th</sup> September, 2022.

The Representative agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the Work under this Agreement.

### Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

- 2.1 Appendix 1 Term of Reference (TOR), all 6 (Six) pages.
- 2.2 Appendix 2 Quotation, all 1 (one) page.
- 2.3 Appendix 3 KPIs FY2022, all 1 (one) page
- 2.4 Appendix 4 Registration Certificate Documents and passport, all 5 (five) pages.



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In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement 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.

If anything or any action that is not specified in the Appendixes of this Agreement, but it is necessary to complete the Work correctly or achieve the objectives of this Agreement, the Representative shall arrange that without claiming any damages or compensation

### Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of USD 1,766 (one thousand, seven hundred and sixty-six US dollars only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement 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 Agreement, 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 Agreement to the Representative 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 USD 35,310 (thirty-five thousand, three hundred and ten US dollars only) (Thailand's VAT included).



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TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of USD 3,210 (three thousand, two hundred and ten US dollars only) (Thailand's VAT included). for a period of 11 months in accordance with the term of payment which set forth in Appendix 1 Term of reference (TOR), Except for the first payment will be calculated from the commencing date to 30<sup>th</sup> November, 2021, total amount of USD 2,782 (two thousand, seven hundred and eighty-two US dollars only) (Thailand's VAT included).

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

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 9.

#### Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

5.1 The Representative shall deliver work in accordance with the form and method prescribed in Appendix 1, Appendix 3.

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

If there is any damage caused by the Work under this Agreement, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Representative shall correct such damage within the period of time prescribed by TCEB. If the Representative fails to correct such damage, the Representative shall be responsible to pay for damages incurred to TCEB, including the damage that has occurred directly and the damage in connection with the damage caused by the Work under this Agreement.





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

5.3 All the Work and documents that the Representative has prepared regarding this Agreement shall be deemed as confidential and shall be the property of TCEB. The Representative must deliver all the Work and documents to TCEB at the end of this Agreement. The Representative may keep a copy of the document, but shall not use the text in the documents for use in other activities that are not related to the Work without prior written consent from TCEB.

5.4 TCEB is the sole owner of copyright or intellectual property rights, including any rights in the Work that the Representative has performed in accordance with this Agreement only, and the Representative shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Agreement in other businesses other than those specified in the Agreement, unless obtaining prior written permission from TCEB.

5.5 The Representative shall be responsible for violating the provisions of law or infringement of copyright or other intellectual property rights, including any rights to third party due to the performance of this Agreement.

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

#### Clause 6. FINE

If the Representative is unable to complete the Work within the time specified in the Agreement and TCEB has not terminated the Agreement, the Representative shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % price of the does not deliver item However, it must not be lower than 100 baht per day, from the day after the completion date under the Agreement or the end of working period extended 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 Agreement, if TCEB considers that the Representative is unable to comply with the Agreement, TCEB may exercise the right to terminate the Agreement and exercise the rights under Clause 13 (Temporary suspension and Agreement termination), and if TCEB has notified the claim to the Representative at the end of completion



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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 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES**

In the event that the Representative fails to comply with any provision of this Agreement 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 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE AGREEMENT**

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 Work according to the conditions and schedule of this Agreement, 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.



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

#### Clause 9. ACCEPTANCE OF THE WORK

At the time the Representative prepares or is working on the Work under this Agreement, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Representative and staff and personnel of the Representative shall provide cooperation, convenience and reasonable assistance.

The fact that there is the Inspection Committee or the representative of TCEB does not release the Representative free from any liability under any provision of this Agreement.

TCEB or the Inspection Committee, or the representative of TCEB has the right to inspect and control the Work to be in according to in the Agreement and the Appendix attached to this Agreement with the right to order any work relating to this work and the Representative shall comply with that order in all respects

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or person of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

Determining whether the Work done by the Representative is completed according to the Agreement or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Representative is not liable under the law, including the event that there is a problem with the interpretation of this Agreement or relating to any matter arising under or in connection with this Agreement, regardless of whether the problem arises during operations or after the Work period under this Agreement ends or after the Representative abandons works, the Representative agrees to decisively accept the decision of TCEB and the Representative agrees to be bound by the results of that decision in all respects.

When TCEB has inspected and accepted the delivered the Work and deem that such work is correct and complete according to the Agreement, TCEB will issue proof of acceptance in writing for the Representative to be used as evidence for requesting the Service fee of such hired work.



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

#### Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work are incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete work. Such decision shall be deem final. The Representative cannot claim for more the Service fee, damages, or any other expenses from TCEB, nor request extension of the Agreement period.

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

#### Clause 11. SUB-CONTRACTING

The Representative has not right to sub-contract the Work under this Agreement, 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 Agreement 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 Agreement.

#### Clause 12. TRANSFER OF THE RIGHT UNDER THE AGREEMENT

The Representative shall not transfer any rights or benefits under this Agreement to others without prior consent from TCEB, except for the transfer of the right to receive the Service fee under this Agreement.



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### Clause 13. TEMPORARY SUSPENSION AND AGREEMENT TERMINATION

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

If the Representative does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Representative is unable to complete the Work on time or completion period already passed or become a person who has been insolvent or becomes bankrupt or commits fraud or neglect to comply with the order of the Inspection Committee, TCEB has the right to terminate this Agreement immediately and has the right to hire a new Agreementor to complete the Representative's works. Execising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Representative.

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

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

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

In the case of temporary suspension of work under Clause 13.2, TCEB will pay the necessary expenses to the Representative as TCEB deems appropriate.



Thailand Convention & Exhibition Bureau (Public Organization)

1000 Petchaburi Road, 22<sup>nd</sup> Floor, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Tel: +662 637 5000 Fax: +662 637 5001

Legal







Original

This Agreement 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 Isarangun Na Ayuthaya)  
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  Representative  
(by Mr. Sachin Manocha)  
Avighna Business Promotion Experts



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

Signed:  Witness  
()  
Avighna Business Promotion Experts





อ.ศ.5 ใบสัณนิษฐานการค้า

เลขที่ 02207  
วันที่ 8 พฤศจิกายน 2564

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อผู้ประกอบการ บริษัท อวิฆณา บิสิเนส โปรโมชั่น จำกัด (มหาชน) (สาขา สาขาขอนแก่น)

ใบตราขอ ผู้มีหน้าที่เสียภาษี

ที่ตั้ง : เลขประจำตัวผู้เสียภาษี  
ห้าง/บริษัท  
เลขที่ 989  
สาขา/ตึก  
ถนน พหลโยธิน 1  
เขต/อำเภอ หนองบัว  
รหัสไปรษณีย์ 10330

ปีภาษี  
ปี 25,26

บัญชี -  
แบบ -  
แบบจ/ตึกพ หนองบัว  
จังหวัด ขอนแก่น



ชื่อผู้ยื่น

เลขประจำตัวผู้เสียภาษี

เลขที่สาขา

ชื่อ Avighna Business Promotion Experts

ใบนี้ ผู้ยื่นภาษีแสดงว่าได้ยื่นชำระเงินภาษีอากรตามบัญชีผู้เสียภาษีแสดงรายได้ ปี 4  
ปีภาษีของสาขา ผู้ยื่นภาษีข้าง นี้ ดังนี้ :

	บาท	สต.
มูลค่าอากรสาขา	1,183,834	84
ค่าอากรแสดงรายได้	1,184	00
เงิน เงิน	0	00
รวมเงิน	1,184	00

สาขาขอนแก่น ปีภาษีผู้ยื่น ( กรณียื่นเงินจ่ายแบบคิบบัตร )

สาขาใบเลขที่ เลขที่ 002028

ลงวันที่ 8 พฤศจิกายน 2564

เลขประจำตัวสาขา อ.ศ.4 คือ 01003071-25641108-1-06-000124

ลงชื่อ

(นางจินดา สุพรรณพงศ์)

ตำแหน่ง

นักวิชาการสรรพากรปฏิบัติการ

ใบสัณนิษฐานการค้าฉบับนี้ จะส่งมอบให้แก่ผู้ยื่นภาษี อากรสาขา ผู้ยื่นภาษีอากรแสดงรายได้ขององค์กรผู้ยื่นภาษีอากร  
ใบนี้ จะใช้แสดงอากรสาขาใบ เลขที่เงิน เงิน เงินผู้ยื่นภาษี



Terms of Reference  
For The Specific Procurement Method

---

**1. Name of the Project**

**Project:** Exhibition's Overseas Marketing Representatives

**Activity:** India Representative Employment for Exhibitions Department, Thailand Convention & Exhibition Bureau (TCEB)

**2. Budget**

Amount of USD 38,520 (Thailand's VAT included) equivalent to 1,463,760 THB (estimated exchange rate: USD 1 = 38 THB)

**3. Background of the Project**

As one of the most important markets of exhibition industry with a significant number of business travelers generating revenues for its destinations, India needs to be targeted as Thailand's source market for exhibition industry. Representative in India, called contractor in this Terms of Reference, will promote Thailand as an exhibition destination and provide market update for Thailand Convention and Exhibition Bureau (TCEB).

**4. Objectives of the Project**

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

1. To promote show and venues in Thailand to India markets, especially focusing on all international trade exhibitions organized in Thailand.
2. To encourage visitor and exhibitor from aforementioned territories with the TCEB campaign "ASEAN+6 Privilege" and "Exhibiz in Market".
3. To encourage potential exhibitors to join the trade shows in Thailand.
4. To recruit potential visitor/ group visitors to join the trade shows in Thailand.
5. To recruit potential exhibitor/ international pavilion to exhibit in trade shows in Thailand.
6. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
7. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments and associations in designated countries.
8. To encourage and increase the opportunities in bringing international trade exhibitions from India to be held in Thailand.





9. To acquire local database of potential targets in the aforementioned territory including lists of exporters, sales agent, business trade associations, federation, chamber of commerce, MICE travel agency, government agencies and etc.

#### 5. Scope of Work

1. To act on behalf of TCEB and provide sufficient information to the targets.
2. To support and derive the development of the exhibition sectors in Thailand with potential leads & groups of delegates.
3. To lead potential organizers from India when there is a clear near-term opportunity.
4. To lead potential exhibitor promoter in India to exhibit international pavilion at international trade shows in Thailand
5. To lead potential visitor promoter in India to visit international trade shows in Thailand
6. To be in charge of promoting exhibition industry in Thailand in India territory.
7. To support and arrange all TCEB's promotional activities (ASEAN + 6 Privilege and Exhibiz in Market)
8. To support promoting exhibitions in Thailand through marketing communication activities.
9. To provide effective research and information related to the exhibition market in the territory.
10. To perform sales visit, sales call or one on one meeting with potential targets in order to strengthen and maintain relationship.
11. To be responsible for building up the Visitor Promotion (focus), Organizers (focus) and Exhibitor Promotion (focus) database for each category.
12. To provide the organization service of events such as press conference, business forum, one on one meeting, road show, etc.
13. To provide market plan and activities in line with the marketing demand.
14. To prepare market information, marketing tendencies and demand which will encourage MICE to Thailand.
15. To provide the good relationship or cooperate with all government bodies and private sectors such as travel agencies, trade association which are business strategic partners in India including the Thai counterpart in India including other business alliances.
16. To participate marketing activities as designated by TCEB.
17. To join activities for building up a good relationship with the mass media for PR in the territory including releasing or collecting of new the photograph and clippings related to TCEB.
18. To produce monthly report.



## **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;
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 the Project**

11 Months from November 2021 to September 2022

## **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 as follows:

1. To appraise 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, competitive analysis, Exhibition industry trend and information update that are beneficial to TCEB.

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

2. The contractor must abide by the report content template which advised by TCEB. The report must be submitted as per following timelines;

- a. Monthly Report – every 25<sup>th</sup> of each month (11 month)
- b. Annual Report – at the end of Contract

## **9. Term of Payment**

TCEB shall pay contractor for the provision of the services a total of USD 38,520 (Thailand's Vat included) equivalent to 1,463,760 THB (estimated exchange rate: USD 1 = 38 THB). During the 11 month-period from November 2021 to September 2022, the payment of USD 3,210 (Thailand's Vat included) will be made every month after the Monthly Report is submitted and approved by the Inspection Committee.



#### 10. Performance security

The contractor has to provide a performance security in the amount of 5% 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, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or fraction of 1,000 baht of the remuneration prescribed or part thereof.

#### 12. Penalties fee

TCEB stipulates conditions in the event that the contractor is unable to submit deliverables within the time specified in the scope of work, The Contractor will pay a penalty at the rate of 0.1 percent of the undeliverable work fees, 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

14.1 Documents/data/work pieces/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.



14.2 All information (including the names of any potential clients of TCEB) obtained or provided by contractor in the provision of the services shall be the property of TCEB.

14.3 Contractor must take such steps as are necessary to ensure that such information is not disclosed (whether intentionally or unintentionally) without TCEB prior approval in writing to any person other than TCEB unless disclosure is required by law and do not use any such information for any purpose other than for the purpose of performing the services.

14.4 Upon the termination of agreement for any cause, contractor must promptly return the confidential information to TCEB or otherwise dispose of as TCEB may instruct, all confidential information which is the property of TCEB which contractor may have in its possession or in its control.

#### 15. Disclaimer

TCEB reserves the right not to 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.

#### 16. Sub-contracting

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

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

#### Remarks:

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.





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

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

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

6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E.2565 (2022) is in effect 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, please contact:**

1. Ms. Chiranya Sangsan  
Manager, Exhibition Department  
Email: [Chiranya\\_s@tceb.or.th](mailto:Chiranya_s@tceb.or.th)  
Telephone 02 694 6000 ext. 6101

2. Mr. Watchara Kongphalanon  
Manager, Exhibition Department  
Email: [Watchara\\_k@tceb.or.th](mailto:Watchara_k@tceb.or.th)  
Telephone 02 694 6000 ext. 6037

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**Date: 18 October 2021**

**Kind Attention:**

Ms. Kanokporn Damrongkul

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

Sub: Quotation For Exhibition Project (India Market)

Dear Sir/Madam,

Greetings from Avighna Business Promotion Experts India

We are pleased to submit our quotation for Exhibition Promotion Project in the capacity of India Representative as below

Duration	Amount	Sum Total
Nov 2021 to Sep 2022	3,210 USD per Month	35,310 USD for 11 Months (vat included)

Thank You

*Sachin Manocha*



Sachin Manocha  
Group CEO  
Avighna Business Promotion ExpertsIndia

**AVIGHNA BUSINESS PROMOTION EXPERTS, INDIA**  
LGF 51, WAVE SILVER TOWER, SECTOR 18, NOIDA 201301  
CONTACT +918800739595 EMAIL: [sachin@miceaffairs.com](mailto:sachin@miceaffairs.com)

*Legal*

## KPI of India Representative 2022 (November 2021 – September 2022)

Indicators	KPI
No. of Monthly report	11
No. of Meetings or leads – Mix of virtual/physical	150
No. of visitors (both onsite and online)	300
No. of Exhibiz in Market (sq.m)	300
No. of news coverage	24
No. of Market Research	6

**Remark:** In case AP6/EIM KPIs are not achievable considering situation, we can replace them below choices of additional KPI's

1. Media Coverage: With advertorial content/Advertisement in Mice Affairs Print Magazine, The Association news E Magazine, so as to promote exhibitions in Thailand to larger audience
2. Brand Visibility : Banner on Website ([www.miceaffairs.com](http://www.miceaffairs.com)) banner for 30 days
3. Push via social media pages of our media platform
4. 2 virtual sessions among association attendees

*Sachin Manocha*

03 Sep 2021  
India



*Legal*



Government of India  
And  
Government of Uttar Pradesh  
Form GST REG-06

Registration Certificate

Registration Number :09ALHPM9736B2ZV

1.	Legal Name	SACHIN MANOCHA			
2.	Trade Name, if any	AVIGHNA BUSINESS PROMOTION EXPERTS			
3.	Constitution of Business	Proprietorship			
4.	Address of Principal Place of Business	LGF 51, WAVE SILVER TOWER, SECTOR 18 NOIDA,			
5.	Date of Liability				
6.	Period of Validity	From	21/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
signature					
Name					
Designation					
Jurisdiction Office					
9.	Date of issue of Certificate	21/07/2017			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for registration

Sachin Manocha



Legal





GSTIN 09ALHPM9736B2ZV  
Legal Name SACHIN MANOCHA  
Trade Name, if any AVIGHNA BUSINESS PROMOTION EXPERTS

Details of Additional Places of Business

Total Number of Address 0

*Sachin Manocha*



*Legal*



GSTIN 09ALHPM9736B2ZV  
Legal Name SACHIN MANOCHA  
Trade Name, if any AVIGHNA BUSINESS PROMOTION EXPERTS

Details of Proprietor

1		Name	SACHIN MANOCHA
		Designation/Status	PROP
		Resident of State	Uttar Pradesh

*Sachin Manocha*



*Legal*

		भारत सरकार Govt. of India सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES						
		उद्योग आधार						
								
<b>D</b>		Type of Enterprise		Micro	Small	Medium		
		Manufacturing		A	B	C		
		Services		D	E	F		
		UAN		UP28D0016499				
<b>Udyog Aadhaar Registration Certificate</b>								
Udyog Aadhaar Number		UP28D0016499						
Name of Enterprise		AVIGHNA BUSINESS PROMOTION EXPERTS						
Location of Plant Details								
SN	Flat/Door/Block No.	Name of Premises/Building Village	Road/Street/ Lane	Area/Locality	City	Pin	State	District
1	LGF51	Wave Silver Tower	Sec 18	Gautam budh nagar	Noida	201301	UTTAR PRADESH	GAUTAM BUDDHA NAGAR
Official Address of Enterprise		LGF 51 WAVE SILVER TOWER SEC 18						
		District	GAUTAM BUDDHA NAGAR		State	UTTAR PRADESH		PIN 201301
		Mobile No:	8800739595		Email:	sachin@miceaffairs.com		
Date of commencement		30/06/2015						
Major Activity		SERVICES						
Enterprise Type		Micro						
Previous Registration details-if any								
National Industry Classification Code								
SN	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit Code	Activity Type				
1	58 - Publishing activities	5813 - Publishing of newspapers, journals and periodicals	58131 - Publishing of newspapers	Services				
2	79 - Travel agency, tour operator and other reservation service activities	7912 - Tour operator activities	79120 - Tour operator activities	Services				
3	82 - Office administrative, office support and other business support activities	8230 - Organization of conventions and trade shows	82300 - Organization of conventions and trade shows	Services				
4	85 - Education	8550 - Educational support services	85500 - Educational support services	Services				
Acknowledgement		Date of Filing	14/09/2018	Date of Printing	14/09/2018			
Disclaimer: This is computer generated statement, no signature required. Printed from udyogaadhaar.gov.in								
MyMsme Mobile App (Beta Version) is available now for download. <a href="https://play.google.com/store/apps/details?id=msme.mymsme">https://play.google.com/store/apps/details?id=msme.mymsme</a>								



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