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## Contract for the Activity of profile enhancement for Thai exhibition stakeholder

Contract No.65-032

This Contract 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 March 28<sup>th</sup>, 2022, 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

**MBB-CONSULTING GROUP LIMITED**, company registration number is 10941469, which has registered as a juristic person at England and Wales, having its register office at 38 C Holmbush Road, London, England, Sw15 3le, represented by the authorized person, Mr. Matthias Bertram Baur, who held the passport's number C4YM7MRJH, hereinafter referred as the "**the Contractor**" on the other part.

The Parties hereto has agreed as follows;

### Clause 1 AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Contractor agrees to accept the commission for the Activity of profile enhancement for Thai exhibition stakeholder 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** Mbb-consulting Group Limited's proposal and **Appendix 3** Mbb-consulting Group Limited's Quotation (hereinafter referred as "**the Work**").

The Contractor shall begin the Work on March 28<sup>th</sup>, 2022, and shall complete the Works under the contract within January 22<sup>nd</sup>, 2023.

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

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

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

2.1 Appendix 1 Terms of Reference (TOR), all 6 (six) pages.

2.2 Appendix 2 Mbb-consulting Group Limited's proposal, all 3 (three) pages.

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2.3 Appendix 2 Mbb-consulting Group Limited's Quotation, all 2 (two) pages.

2.4 Appendix 3 Mbb-consulting Group Limited's corporate documents and passport, all 55 (fifty-five) pages.

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

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

### **Clause 3. PERFORMANCE SECURITY**

At the time of this Contract, the Contractor has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of THB 65,305 (sixty-five thousand, three hundred and five baht), as a performance security under this Contract .

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

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

### **Clause 4. COST OF THE COMMISSIONING AND PAYMENT**

TCEB agrees to pay and the Contractor agrees to accept the payment of wages in the amount of THB 1,300,000 (one million, three hundred thousand baht) (Thailand's VAT included) and the payment shall be made in payments as follows;



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1) The 1<sup>st</sup> payment of THB 390,000 (three hundred and ninety thousand baht) (Thailand's VAT included), which is equal to 30% (thirty) of wages, shall be paid to the Contractor when the Contractor delivered the work which set forth in Phase 1 Part 1 (specified in Appendix 1).

2) The 2<sup>nd</sup> payment of THB 260,000 (two hundred and sixty thousand baht) (Thailand's VAT included), which is equal to 20% (twenty) of wages, shall be paid to the Contractor when the Contractor delivered the work which set forth in Phase 1 Part 2 (specified in Appendix 1).

3) The last payment of THB 650,000 (six hundred and fifty thousand baht) (Thailand's VAT included), which is equal to 50% (fifty) of wages, shall be paid to the Contractor when the Contractor delivered the work which set forth in Phase 2 (specified in Appendix 1).

In the case that TCEB assigns the Contractor to perform the Work apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Contractor according to the rate of remuneration for work performed 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 CONTRACTOR**

5.1 The Contractor shall deliver the Work in accordance with the form and method prescribed in Appendix 1 and Appendix 2

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

If there is any damage caused by the Work under this Contract, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Contractor shall correct such damage within the period of time prescribed by TCEB. If the Contractor fails to correct such damage, the Contractor shall be responsible to

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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 Contract.

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

5.3 All the Work and documents that the Contractor has prepared regarding this Contract shall be deemed as confidential and shall be the property of TCEB. The Contractor must deliver all the Work and documents to TCEB at the end of this Contract. The Contractor 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 Contractor has performed in accordance with this Contract only, and the Contractor shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Contract in other businesses other than those specified in the contract, unless obtaining prior written permission from TCEB.

5.5 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 Contract.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Contractor 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.

5.7 The Contractor shall not be liable to TCEB in the event of damage or loss caused by various disasters which are not in the nature of the Contractor to prevent, unless such damage is caused by intent or negligence or omission to perform the duties of the Contractor or the Contractor's staff or personnel.

#### **Clause 6. PENALTY FEE**

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



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While TCEB has not terminated the contract, if TCEB considers that the Contractor is unable to comply with the contract, TCEB may exercise the right to terminate the contract and exercise the rights under Clause 13 (Temporary suspension and contract termination), and if TCEB has notified the claim to the Contractor at the end of completion period and demand the Contractor to pay the penalty fee, TCEB has the right to impose the penalty fee against the Contractor until the date of termination.

#### **Clause 7. ENFORCE PAYMENT FROM PENALTY FEE, DAMAGES AND EXPENSES**

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

In the event that the cost of commissioning to be paid to the Contractor and performance security are not sufficient to cover the penalty fee, damages, or expenses, the Contractor agrees to pay the shortfall of the full amount of the penalty fee, 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 cost of commissioning after being deducted to pay penalty fee, damages or expenses to the Contractor.

#### **Clause 8. CANCELLATION OR REDUCTION OF PENALTY FEE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE CONTRACT**

In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Contractor is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management causing the Contractor to not be able to complete the Work according to the conditions and schedule of this Contract, the Contractor shall inform TCEB of such circumstances with evidence in writing for the purpose of cancelling or reducing the penalty fee or extension of the Work period within 15 (fifteen) days from the day after such cause has ended or as prescribed in the said ministerial regulations, as the case may be.



If the Contractor fails to comply with the first paragraph, it shall be deemed that the Contractor has waived the right to claim or reduce the penalty fee 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 the penalty fee 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 Contractor prepares or is working on the Work under this Contract, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Contractor and staff and personnel of the Contractor shall provide cooperation, convenience and reasonable assistance.

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

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 contract and the Appendix attached to this Contract with the right to order any work relating to this work and the Contractor shall comply with that order in all respects

The Work under this Contract, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Contract, shall not cause the relationship between TCEB and the Contractor, or between TCEB and staff or personnel of the Contractor, 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 Contractor is completed according to the contract 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 Contractor is not liable under the law, including the event that there is a problem with the interpretation of this Contract or relating to any matter arising under or in connection with this Contract, regardless of whether the problem arises during operations or after the Work period under this Contract ends or after the Contractor abandons works, the Contractor agrees to decisively accept the decision of TCEB and the Contractor agrees to be bound by the results of that decision in all respects.



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

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

#### **Clause 10. MODIFICATION OF WORK AND CONTRACT RENEWAL**

The Contractor 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 Contractor agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete work. Such decision shall be deem final. The Contractor cannot claim for more cost of commissioning, damages, or any other expenses from TCEB, nor request extension of the contract period.

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

#### **Clause 11. SUB-CONTRACTING**

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

In case that the Contractor has partially sub-contracted in violation of the provisions of the first paragraph, the Contractor shall pay penalty fee 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.

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**Clause 12. TRANSFER OF THE RIGHT UNDER THE CONTRACT**

The Contractor shall not transfer any rights or benefits under this Contract to others without prior consent from TCEB, except for the transfer of the right to receive cost of commissioning under this Contract.

**Clause 13. TEMPORARY SUSPENSION AND CONTRACT TERMINATION**

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

If the Contractor does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Contractor 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 Contract immediately and has the right to hire a new contractor to complete the Contractor's works. Exercising the right to terminate the contract shall not prejudice the right to claim for damages of TCEB. The Contractor shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in cost of commissioning due to hiring other people to perform the followings, TCEB has the right to suspend the payment of cost of commissioning 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 Contractor.

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

Termination of the contract 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 Contractor.

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

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

In the event that the contract is terminated under Clause 13.2, TCEB will pay the fair and appropriate cost of commissioning specified in Term of payment of Appendix 1 TOR attached this Contract to the Contractor, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Contractor as well. However, all compensation and payment already paid shall not exceed the cost of commissioning under Clause 4.

**Clause 14. 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 cost of commissioning prescribed or part thereof.

**Clause 15. Copyright**

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

**Clause 16. Governing Law**

The contract shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.


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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)  
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed  ..... The Contractor  
(by Mr. Matthias Bertram Baur)  
MBB-CONSULTING GROUP LIMITED

Signed:  ..... Witness  
(.....)  
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  ..... Witness  
(...CARIN BAUR...)  
MBB-CONSULTING GROUP LIMITED





อ.ส.5 ใบสัทธิหลังตราสาร

เลขที่ 12101  
วันที่ 31 มีนาคม 2565

เลขประจำตัว 0994000112165 เลขที่สาขา  
บริษัท เคเอ็มซี กรุ๊ป จำกัด (มหาชน) (เลขที่การบัญชี)

ในฐานะ ผู้ถือหุ้นสามัญ

ชื่อ : นายณัฐพงษ์ วัฒนศิริ  
ชื่อจริง -  
นามสกุล -  
เลขที่ 989 หมู่ที่ 2, 8 ในเขต 82  
ตรอก/ซอย -  
ถนน ประชาคม 1  
เขต/ตำบล ปทุมวัน  
รหัสไปรษณีย์ 10330

ชื่ออาคาร ตึกสามัคคีธรรมศาลา  
ชั้นที่ 25, 26  
เลขที่ -  
เลข -  
แขวง/ตำบล ปทุมวัน  
จังหวัด กรุงเทพมหานคร



เลขประจำตัวผู้ถือหุ้นสาขา เลขที่สาขา

KMB CONSULTING GROUP LIMITED



ใบสัทธิหลังตราสารนี้เป็นตัวเงินสำหรับชำระตราสารตามสัญญาที่ตราออกและแสดงมีอยู่ 4  
ใบของตราสาร สัญญาที่วาง มีดังนี้ :

	บาท	สต.
มูลค่าตราสาร	1,214,953	27
ค่าตราสารแสดงมี	1,215	00
เงินเพิ่ม	0	00
รวมเงิน	1,215	00

จำนวนเงิน เป็นตัวอักษร (หนึ่งพันสองร้อยสิบห้าบาทถ้วน)  
ตามบัญชี เลขที่ 011580 ลงวันที่ 31 มีนาคม 2565  
เลขระบุเอกสาร อ.ส.4 คือ 01003071-25650331-1-06-000120

นางจินดา สุพรรณพงศ์

นักวิชาการสรรพากรวิชาชีพ

ใบสัทธิหลังตราสารนี้เป็นทรัพย์สินของเจ้าของตราสารและใช้เพื่อชำระตราสารตามสัญญาที่ตราออกและแสดงมีอยู่ 4 ใบของตราสาร สัญญาที่วาง มีดังนี้ :

**Terms of Reference**  
**For The Specific Procurement Method**

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**1. Name of the Project**

**Project:** Leading new international trade exhibition, aviation & logistics trade exhibition and profile enhancement local exhibition stakeholder in Eastern Economic Corridor (EEC)

**Activity:** Profile enhancement for Thai exhibition stakeholder

**2. Budget**

Amount of 1,400,000 THB (Thailand's VAT included) (Thai Baht)

**3. Background of the Project**

According to one of the strategic directions of Thailand Convention and Exhibition Bureau (TCEB) in 2022 is to lead new World ICONIC exhibition to launch in Thailand especially in the Eastern Special Development Zone (EEC). The developing knowledge of entrepreneurs in exhibition industry is one of the important tools to support the strategic plan. In addition, this project is in line with the framework of the National Economic and Social Development Plan No. 13, especially to support Thailand to have a new generation of entrepreneurs and small and medium-sized enterprises that are strong with high potential and can compete, consisting of high performance manpower who continually focused on learning both in terms of strategy and planning of exhibitions and holistic services to ensure the service standards in the area to meet the development of the future. This is to uplift the skills and abilities of Thai entrepreneurs to be ready to support business opportunities after the Covid-19 situation.

**4. Objectives of the Project**

The contractor will promote, develop and establish Thai exhibition stakeholder, assist and create the activities to enhance the potential of Thai exhibition stakeholder to international level.

## 5. Scope of Work

1. To create plan for activity and/or workshop for Thai exhibition stakeholder to enhance capacity to partner up with international show owners and elevate business profile to meet international standard, improve business connection to enhance business profit in the long term. The activity including
  - 1.1 To create activity guideline in English version in guidebook format for download.
  - 1.2 To cooperate with the international standard certification to certify the activity' participant i.e. UFI Certified Professional (UCP)
  - 1.3 To assembling and managing committee for participant to achieve award and privileges from TCEB.
2. To arrange onsite activity in Thailand for Thai exhibition stakeholder at least 30 participants to participate program. The programs including:
  - a. Well known professionals related to specific topics for each session i.e. Finance and Legal session etc.
  - b. Activity must be hold at least 10 hours or at least 1 days
  - c. Thai partner for local function cooperation at least 1 partner

\*\*\* The program can change from onsite activity to online activity if there is uncertain situation happen i.e. pandemic, government rule and restriction or TCEB's requirement.

(For onsite activity, TCEB is responsible for venue and function expense and the contractor must responsible for travel, accommodation and fee for professional related to activity, in case change to online activity the contractor must responsible for expense related to online platform)
3. To provide TCEB's exposures such as logo or banner on international platform website i.e. ETT Club homepage, MBB Trade Show Education homepage etc. to promote Thailand Exhibition Industry

## 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;

*Anthony M. Legal*

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

300 days from 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 as follows:

##### Phase 1

Part 1: To appraise the performance of contractor for retainer payment approval, contractor is required to submit inception report of creating activity and/or workshop for enhance workshop for Thai exhibition stakeholder to enhance capacity to partner up with international show owners and elevate business profile to meet international standard, improve business connection to enhance business profit in the long term, including plan and timeline of activity arrangement, list professional involve in project, lists of committee and criteria of participants to receive award and privilege from TCEB in PowerPoint presentation format within 45 days after signing date.

##### Part 2:

- To appraise the performance of contractor for retainer payment approval, contractor is required to submit report of final plan of activity and/or workshop arrangement for enhance workshop for Thai exhibition stakeholder to enhance capacity to partner up with international show owners and elevate business profile to meet international standard, improve business connection to enhance business profit in the long term, including activity guidebook in soft file for download, list professional involve in project, lists of committee and criteria of participants to receive award and privilege from TCEB in PowerPoint presentation format within 120 days after signing date.

*Legal*  
*Andrew Ng*

## Phase 2

The contractor must submit summary report of arrangement activity and/or workshop in PowerPoint format within 60 days after finished activity. This will not exceed 300 days from the date of signing the contract.

### 9. Term of Payment

Terms of payment to be divided by phase. It is divided into different parts as follows

**Payment 1:** TCEB shall pay contractor 30 % of total cost when the contractor submitted report in Phase 1: Part 1 and approved by the Inspection Committee.

**Payment 2:** TCEB shall pay contractor 20 % of total cost when the contractor submitted report in Phase 1: Part 2 and approved by the Inspection Committee.

**Payment 3:** TCEB shall pay contractor 50% of total cost when the contractor submitted report in Phase 2 and approved by the Inspection Committee.

### 10. Performance Security

The contractor has to provide the performance security in the amount of 5% of the purchase or contract price to TCEB. The performance security will be returned to contractor once the contract is officially completed, whereas the performance 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. Penalty 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.

*Legal*  
*Signature*

### 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.

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*Anthony N.*





**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.

**For more information, please contact:**

1. Ms. Chatvadee Meesuk  
Manager, Exhibition Department  
Email: Chatvadee\_m@tceb.or.th  
Telephone 02 694 6000 ext. 6039

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*Abraey R*

# Appendix 2



1

### About Tesi Baur

Decades of industry experience

**Matthias Tesi Baur**  
(CEO and founder)



Senior professional with over 30 years of industry experience in event management, exhibition and trade fairs, sports and entertainment. He has worked for numerous of leading companies in Germany, Munich, Frankfurt, and Berlin. He is currently heading the division of Sports and Entertainment at Reed Exhibitions Germany. He is also Chairman of the Board of Directors of the German Football Federation (DFB).

<ul style="list-style-type: none"> <li>2015 - present: m33 Consulting Group   Founder and a Director</li> <li>2012 - 2014: UEM   Group Executive Director</li> <li>2010 - present: World Gourmet Services</li> <li>2010 - 2011: Reed Exhibitions HQ   Director Germany, DE</li> <li>2007 - 2010: Reed Exhibitions HQ   Group Executive Director</li> <li>2000 - 2005: Reed Exhibitions Deutschland   Chairman (1998-2005)</li> <li>1998 - 2000: Giesele Hamburg   Chief Executive</li> </ul>	
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### Our Consulting Topics

<b>Strategy</b>  Company Strategy Portfolio Strategy Acquisition & Growth Market Entry New Development Market Research Company Performance Structure Innovation Review Sustainability Strategy Risk Management Team Development	<b>Business Recovery &amp; Agility</b>  General Recovery Strategic Planning Agile Management Operational Improvement Supply Chain Management Financial Management Customer Relationship Collaborative Business Digital Transformation Innovation Strategy Sustainability Risk Management Team Development	<b>Sales &amp; Pricing</b>  Market Research Sales Strategy Pricing Strategy Revenue Management Customer Relationship Sales Performance Sales Enablement Sales Training Sales Incentives Sales Forecasting Sales Analytics	<b>M&amp;A &amp; Due Diligence</b>  M&A consulting Targeting Research Target Identification Commercial Due Diligence Integration Management Financial Modelling	<b>Digital</b>  Digital Transformation Social Media Digital Revenue Streams Digital Onboarding IoT
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3

No.	Activity	V.I.L. (Value)
<b>1</b>	<p><b>Part 1:</b> Submit inception report of creating activity and/or workshop for enhance workshop for Thai exhibition stakeholder to enhance capacity to partner up with international show owners and elevate business profile to meet international standard, improve business connection to enhance business profit in the long term, including plan and timeline of activity arrangement, list professional involve in project, lists of committee and criteria of participants to receive award and privilege from TCEB in PowerPoint presentation format</p> <p><b>Part 2:</b> Submit report of final plan of activity and/or workshop arrangement for enhance workshop for Thai exhibition stakeholder to enhance capacity to partner up with international show owners and elevate business profile to meet international standard, improve business connection to enhance business profit in the long term, including activity guidebook in soft file for download, list professional involve in project, lists of committee and criteria of participants to receive award and privilege from TCEB in PowerPoint presentation format</p>	<p>within 45 days after signing date.</p> <p>within 120 days after signing date.</p>

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No	Activity	Time
1	Submit summary report of arrangement activity and/or workshop in PowerPoint format.	Within 60 days after finished activity. This will not exceed 300 days from the date of signing the contract.

5



**B2B -TRADE SHOWS -DIGITAL TRANSFORMATION – CONSULTANCY**

Dear Ladies and Gentleman of TCEB

We send you with this letter the quotation for creating activity and/or workshop for Thai exhibition stakeholder to upskill to partner up with international show owners.

MBB wants to thank TCEB for the opportunity and would be honoured to work on this project for TCEB

Quotation : Date 28 February 2022

Module	Price (THB)
<p><b>1. Create activity and/or workshop for Thai exhibition stakeholder to upskill to partner up with international show owners.</b></p> <p>1.1 Activity guideline in English version in guidebook format for download.            1.2 Corporate with the international standard certification to certify the activity' participant i.e. UFI Certified Professional (UCP)            1.3 Assembling and managing committee for participant to achieve award and privileges from TCEB.</p>	700,000
<p><b>2. Arrange onsite activity in Thailand for Thai exhibition stakeholder to achieve intermediate level and advance level certification. The programs including:</b></p> <ul style="list-style-type: none"> <li>• Well known professionals related to specific topics for each session i.e. Finance and Legal session etc.</li> <li>• Each activity (intermediate level activity and advance level activity) must be hold at least 10 hours or at least 1 day</li> <li>• Thai partner for local function cooperation</li> </ul> <p>*** The program can change from onsite activity to online activity if there is uncertain situation happen i.e. pandemic, government rule and restriction or TCEB's requirement.            (Including travel and accommodation expense of contractor and professionals for onsite activity and online meeting program for online activity, excluding of venue and function cost)</p>	
<p><b>Option A: Onsite Execution</b></p> <p><b>To arrange onsite activity in Thailand for Thai exhibition stakeholder to achieve intermediate level and advance level certification. The programs including:</b></p> <ul style="list-style-type: none"> <li>• Well known professionals related to specific topics for each session i.e. Finance and Legal session etc.</li> <li>• Each activity (intermediate level activity and advance level activity) must be hold at least 10 hours or at least 1 day</li> <li>• Thai partner for local function cooperation</li> <li>• Travel and accommodation</li> <li>• Professional Fee</li> </ul>	700,000THB

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* Exclusive: Venue and function cost are not included within this cost and will be covered by TCEB separately	
<b>Option B: ONLINE EXECUTION:</b> To arrange online activity in Thailand for Thai exhibition stakeholder to achieve intermediate level and advance level certification. The programs including:	590,000THB
<ul style="list-style-type: none"> <li>• Well known professionals related to specific topics for each session i.e. Finance and Legal session etc.</li> <li>• Each activity (intermediate level activity and advance level activity) must be hold at least 10 hours</li> <li>• Professional Fee</li> <li>• Printed Certificate at least 100 Certificate</li> <li>• Online training system covered by MBB</li> <li>• Online certification covered by MBB</li> </ul>	
<b>3. TCEB's exposures on international platform</b>	Complimentary
<b>4. Special Discount</b>	100,000 THB
<b>Total Cost for Option A (Including VAT)</b>	<b>1,300,000 THB</b>
<b>Total Cost for Option B (Including VAT)</b>	<b>1,190,000 THB</b>

Please let us know if you have any questions.



Matthias Tesi Baur

CEO

MBB- Consulting Group / London

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