

**CONTRACT AGREEMENT****The MRT Orange Line (East Section) Project****Contract E6: Trackwork**

**This Contract** is made at the Mass Rapid Transit Authority of Thailand, 175 Rama IX Road, Huay Khwang, Bangkok 10320 on the 9<sup>th</sup> day of February B.E. 2560 (A.D. 2017) between:

**(1) MASS RAPID TRANSIT AUTHORITY OF THAILAND**

by Mr. Peerayudh Singpatanakul, the MRTA Governor, with office located at 175 Rama IX Road, Huay Khwang, Bangkok 10320, hereinafter referred to as the "MRTA" or the "Employer", as the case may be, of the one part and;

**(2) Unique Engineering and Construction Public Company Limited**

a company registered and existing under the laws of Thailand, with head office located at 15<sup>th</sup> Floor, Jasmine International Tower, 200 Moo 4, Chaengwattana Road, Pakkred, Nonthaburi 11120, Thailand, represented by Mr. Prasong Suwiwattanachai hereinafter collectively referred to as the "Contractor" of the other part.

WHEREAS the Contractor has offered a tender for the design and construction of a rail mass rapid transit system by procuring the detailed design for and the execution of the MRT Orange Line (East Section) Project, Contract E6: Trackwork and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

The Works mainly consist of:

Design and Construction of trackwork for Thailand Cultural Centre – Ram Khamhaeng 12 Section. Ram Khamhaeng 12 – Hua Mak Section, Hua Mak – Khlong Ban Ma Section, Khlong Ban Ma – Suwintawong Section and Trackwork in Depot. The work includes the provision of trackwork, points and crossing, third rail power collector and second stage concrete plinths or slabs and emergency walkway in Contract E1, Contract E2 and Contract E3 and concrete plinths or slabs in Contract E4 and Contract E5 Depot, all more particularly described in the Employer's Requirements – Functional.

WHEREAS the Cabinet's approval on April 19, 2016, budget for construction of civil works and consulting services for civil works construction of the project shall be funded by the Government of Thailand.

**UNIQUE**  
ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED  
บริษัท ยูนิค เอ็นจิเนียริ่ง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

Both parties hereby agree as follows:

### Clause 1

The Employer agrees to hire and the Contractor agrees to be hired to implement the design and construction of the Project under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

- (i) Volume 1 Contract Agreement / Letter of Acceptance
- (ii) Volume 2 Memorandum of Understanding / Addenda / Clarifications
- (iii) Volume 3 Conditions of Contract
- (iv) Volume 4 Employer's Requirements
- (v) Volume 5 Outline Specifications
- (vi) Volume 6 Drawings
- (vii) Volume 7 Pricing Document and Appendix 1 to the Form of Tender
- (viii) Volume 8 Contractor's Proposal

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, designations, standard specifications, and similar requirements which are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the order of precedence shall be according to the Conditions of Contract.

### Clause 2 Obligation of the Contractor:

The Contractor agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the work and to furnish all of the equipment and materials described in the Contract Documents and to supply or provide all equipment, materials, labour and other facilities requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

### Clause 3 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Contractor the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

### Clause 4 Value of Work and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Contractor agrees to accept as the total cost for the Works done the following amounts in the following currencies:

- a) 3,293,715,410.40 Baht (Three Billion Two Hundred Ninety-Three Million Seven Hundred Fifteen Thousand Four Hundred Ten and 40/100 Baht);
- b) allowance for Provisional Sums 154,882,720.44 Baht (One Hundred Fifty-Four Million Eight Hundred Eighty-Two Thousand Seven Hundred Twenty and 44/100 Baht).
- c) 7.0% Value Added Tax 241,401,869.16 Baht (Two Hundred Forty-one Million Four Hundred one Thousand Eight Hundred Sixty-Nine and 16/100 Baht).

The above amounts except for items (b) and (c) is based on the lump sum price (non-remeasurement) design and construct contract and such other sums as may be ascertained under the Contract Documents and subject only to change in price arising from instructed variation, incorporation of Provisional Sums, adjustments associated with Prime Cost Sums and additional payments as all provided for in the Contract Documents.

The Contractor shall complete the Works within 1,980 (one thousand nine hundred and eighty) days from the date stipulated in the Notice to Proceed, issued by the Employer.

**Clause 5 Notices:**

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail to the party's address to which it is given. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

**Employer**                      Mass Rapid Transit Authority of Thailand  
175 Rama IX Road  
Huay Khwang, Bangkok 10320  
THAILAND

**Contractor**                    Unique Engineering and Construction Public Company Limited  
15<sup>th</sup> Floor, Jasmine International Tower, 200 Moo 4,  
Chaengwattana Road, Pakkred, Nonthaburi 11120  
THAILAND

**Clause 6 Integration:**

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

**Clause 7 Governing Law:**

This Contract is enforceable and construed under the laws of the Kingdom of Thailand.

**Clause 8 Language:**

This Contract Agreement and the other Contract Documents are made in the English language.

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บริษัท ยูนิค เอ็นจิเนียริง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

**This Contract** is made in duplicate with identical wording. Both parties having thoroughly read and understood the contents hereof sign their names and affix the seal (if any) in the presence of witness and each shall retain one copy.

**MRTA, The Employer**

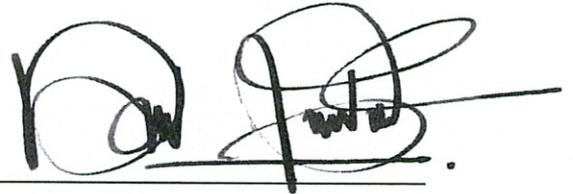
MASS RAPID TRANSIT  
AUTHORITY OF THAILAND



(Mr. Peerayudh Singpatanakul)  
Governor

**The Contractor**

Unique Engineering and Construction  
Public Company Limited,



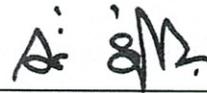
(Mr. Prasong Suviwattanachai)  
Chief Executive Officer

WITNESS



(Mr. Pakapong Sirikantaramas)  
Deputy Governor  
(Engineering and Construction)  
Mass Rapid Transit Authority of Thailand

WITNESS



(Dr. Virach Rungrojsaratis)  
Senior Vice President Engineering and  
Construction

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ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

บริษัท ยูนิค เอ็นจิเนียริง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)