



สัญญาจ้างก่อสร้างงานโยธา โครงการรถไฟฟ้าสีม่วง
ช่วงเตาปูน – ราษฎร์บูรณะ (วงแหวนกาญจนาภิเษก)

สัญญาที่ 2 งานออกแบบและก่อสร้างอุโมงค์ทางวิ่งและสถานีใต้ดิน
ช่วงหอสุมุดแห่งชาติ – ผ่านฟ้า

ระหว่าง

การรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย

กับ

CKST-PL JOINT VENTURE

สัญญาเลขที่ MRTA 2/2565



**KINGDOM OF THAILAND
MINISTRY OF TRANSPORT
MASS RAPID TRANSIT AUTHORITY OF THAILAND**

PURPLE LINE PROJECT

TAO PUN – RAT BURANA (KANCHANAPISEK ROAD) SECTION

CONTRACT 2 : UNDERGROUND CIVIL WORKS

NATIONAL LIBRARY – PHAN FA SECTION

CONTRACT DOCUMENTS

VOLUME 1

**CONTRACT AGREEMENT /
THE LETTER OF ACCEPTANCE**

BETWEEN



MASS RAPID TRANSIT AUTHORITY OF THAILAND

AND



CKST-PL JOINT VENTURE

PURPLE LINE PROJECT
TAO PUN – RAT BURANA (KANCHANAPISEK ROAD) SECTION
CONTRACT 2 : UNDERGROUND CIVIL WORKS
NATIONAL LIBRARY – PHAN FA SECTION

CONTRACT DOCUMENTS

LIST OF DOCUMENTS

VOLUME 1	CONTRACT AGREEMENT / THE LETTER OF ACCEPTANCE
VOLUME 2	MEMORANDUM OF UNDERSTANDING / ADDENDA / CLARIFICATIONS
VOLUME 3	CONDITIONS OF CONTRACT
VOLUME 4	EMPLOYER'S REQUIREMENTS
VOLUME 5	OUTLINE DESIGN SPECIFICATIONS
VOLUME 6	OUTLINE CONSTRUCTION SPECIFICATIONS
VOLUME 7	DRAWINGS
VOLUME 8	PRICING DOCUMENT AND APPENDIX 1 TO THE FORM OF TENDER
VOLUME 9	CONTRACTOR'S PROPOSAL

PURPLE LINE PROJECT
TAO PUN – RAT BURANA (KANCHANAPISEK ROAD) SECTION
CONTRACT 2 : UNDERGROUND CIVIL WORKS
NATIONAL LIBRARY – PHAN FA SECTION

CONTRACT AGREEMENT / THE LETTER OF ACCEPTANCE

SUMMARY

CONTRACT AGREEMENT

THE LETTER OF ACCEPTANCE

CONTRACT AGREEMENT

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CONTRACT AGREEMENT**The Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section****Contract 2: Underground Civil Works****National Library – Phan Fa Section**

This Contract is made at the Mass Rapid Transit Authority of Thailand, 175 Rama IX Road, Huay Khwang, Bangkok 10310 on 11th day of March B.E. 2565 (A.D. 2022) between:

(1) MASS RAPID TRANSIT AUTHORITY OF THAILAND

By Mr. Pakapong Sirikantaramas, the MRTA Governor, with office located at 175 Rama IX Road, Huay Khwang, Bangkok 10310, hereinafter referred to as the “MRTA” or the “Employer”, as the case may be, of the one part and;

(2) CKST-PL Joint Venture comprising:

- a) **Ch. Karnchang Public Company Limited**, a company registered and existing under the laws of Thailand, with head office located at 587 Viriyathavorn Building, Sutthisarnvinijchai Road, Ratchadaphisek Subdistrict, Dindaeng District, Bangkok, 10400, by Mr. Watchara Sanghattawattana who is authorized to sign and bind the company per the Commercial Register Number 0107537002575 dated 10 October 1994, the Power of Attorney dated 8 March 2022.
- b) **Sino-Thai Engineering & Construction Public Company Limited**, a company registered and existing under the laws of Thailand, with head office located at 32/59-32/60 Sino-Thai Tower, Sukhumvit 21 Road (Asoke Alley), Khlong Toei Nuea Subdistrict, Vadhana District, Bangkok, 10110, by Mr. Prasert Kongkauropham who is authorized to sign and bind the company per the Commercial Register Number 0107536001001 dated 8 September 1993, the Power of Attorney dated 7 March 2022

who shall be jointly and severally liable for the undertaking of this Contract; hereinafter collectively referred to as the “Contractor” of the other part.



WHEREAS the Contractor has established a joint venture in accordance with Thai law and 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 Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section, Contract 2: Underground Civil Works, National Library – Phan Fa Section 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 underground structure starting from National Library Station and end at Phan Fa Station. This Purple Line Section with bored tunnels, approximately 2.33 kilometers (km.) in length, approximately 25-35 meters under existing ground and the construction of 3 underground stations. The stations may be constructed by cut and cover and pipe root procedure. Architectural works and Building Services within the Stations together with other works. All more particularly are described in the Employer's Requirements – Functional.

WHEREAS the Cabinet's approval on 25 July 2017, budget for construction of civil works of the project shall be funded by the Government of Thailand.

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 Design Specifications |
| (vi) | Volume 6 | Outline Construction Specifications |
| (vii) | Volume 7 | Drawings |
| (viii) | Volume 8 | Pricing Document and Appendix 1 to the Form of Tender |
| (ix) | Volume 9 | Contractor's Proposal |

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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 work and the Contractor agrees to accept as the total cost for the work done the following amounts in the following currencies:

- a) 14,192,577,091.58 Baht (Fourteen Billion One Hundred Ninety-Two Million Five Hundred Seventy-Seven Thousand Ninety-One Baht and Fifty-Eight Satang)
- b) allowance for Provisional Sums 646,675,244.87 Baht (Six Hundred Forty-Six Million Six Hundred Seventy-Five Thousand Two Hundred Forty-Four Baht and Eighty-Seven Satang)
- c) 7.0% Value Added Tax 1,038,747,663.55 Baht (One Billion Thirty-Eight Million Seven Hundred Forty-Seven Thousand Six Hundred Sixty-Three Baht and Fifty-Five Satang)

The above amounts except for item (b) and (c) are 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 work within 2,005 (Two thousand and five) days from the Commencement 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 10310
THAILAND.

Contractor CKST-PL Joint Venture
587 Viriyathavorn Building,
Sutthisarnvinijchai Road, Ratchadaphisek Subdistrict,
Dindaeng District, Bangkok 10400
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.

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**CKST-PL Joint Venture, The Contractor**

Mass Rapid Transit Authority of Thailand

Ch. Karnchang Public Company Limited



(Mr. Pakapong Sirikantaramas)
Governor



(Mr. Watchara Sanghattawattana)



Sino-Thai Engineering & Construction
Public Company Limited



(Mr. Prasert Kongkauropham)



WITNESS

WITNESS



(Mr. Kittikorn Tanpao)

Deputy Governor

(Engineering and Construction)

Mass Rapid Transit Authority of Thailand



(Mr. Keerati Luangchookiat)

Ch. Karnchang Public Company Limited



อ.ศ.5 ใบสัณห์หลังตราสาร

เลขที่ 03422
วันที่ 24 มีนาคม 2565

เลขประจำตัว 0993000467540 เลขที่สาขา
ชื่อผู้เสียภาษีอากร กิจการร่วมค้า ซีเคเอสที-พีแอล

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน 10260080519 ชื่ออาคาร -
ห้องเลขที่ - ชั้นที่ -
หมู่บ้าน - หมู่ที่ -
เลขที่ 587 เลขที่ -
ครอบครัว/ชอย - แยก -
ถนน สุทธิสาร แขวง/ตำบล ชัยดาภิเษก
เขต/อำเภอ ดินแดน จังหวัด กรุงเทพมหานคร
รหัสไปรษณีย์ 10400

คู่สัญญา
เลขประจำตัวผู้เสียภาษีอากร 0994000165706 เลขที่สาขา
ชื่อ การรถไฟฟ้ามหานครส่วนแห่งประเศไทย

ได้เสียอากรแสดมปีเป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสดมปี ชื่อ
ลักษณะตราสาร Agreement Date: 11 March 2565 ดังนี้ :



	บาท	สต.
มูลค่าตราสาร	0	00
ค่าอากรแสดมปี	14,839,253	00
เงินเพิ่ม	0	00
รวมเงิน	14,839,253	00

จำนวนเงิน เป็นตัวอักษร (สิบสี่ล้านแปดแสนสามหมื่น เก้าพันสองร้อยห้าสิบสามบาทถ้วน)
ตามใบเสร็จ เลขที่ 008151-
เลขระบุเอกสาร อ.ศ.4 คือ 02011260-25650324-1-05-000020



ลงชื่อ

ตำแหน่ง (นายจิตวัต คชพลาย)
เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสัณห์หลังตราสารนี้จะส่งมอบให้แก่เจ้าพนักงาน เจ้าหน้าทีอากรแสดมปีของหน่วยงาน เก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

THE LETTER OF ACCEPTANCE

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การรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย
MASS RAPID TRANSIT AUTHORITY OF THAILAND
รัฐวิสาหกิจภายใต้กำกับของรัฐมนตรีว่าการกระทรวงคมนาคม
A STATE ENTERPRISE UNDER SUPERVISION OF MINISTER OF TRANSPORT

No. MRTA 019/572

9 March B.E. 2565 (2022)

Dear Sir,

Subject : Letter of Acceptance

Contract 2 : Underground Civil Works (National Library – Phan Fa Section)
Purple Line Project Tao Pun – Rat Burana (Kanchanapisek) Section

This is to notify that your tender submitted on 27th December 2021 for the execution of Contract 2 : Underground Civil Works (National Library – Phan Fa Section) Purple Line Project Tao Pun – Rat Burana (Kanchanapisek) Section has been hereby accepted by MRTA at the amount of 15,878,000,000 Baht (Fifteen Billion Eight Hundred Seventy Eight Million Baht Only) (including VAT).

According to the Instructions to Tenderers, you are requested to provide us with the Performance Security at the time of Contract Signing. Please be informed that the Contract Signing date is scheduled on Friday, 11th March 2022 at 9:00 a.m., 9th Floor of MRTA office.

Your kind attention to this matter is very much appreciated.

Yours sincerely ,

(Mr. Pakapong Sirikantaramas)

Governor

Mass Rapid Transit Authority of Thailand

CKST JOINT PL VENTURE
587 Viriyathavorn Building, Sutthisarn Road,
Dindaeng District, Bangkok 10400 Thailand

Procurement and Service Department
Tel. 0 2716 4000 Ext. 1636
Mobile Phone 06 1393 5486
Fax. 0 2716 4031
E-mail: projectprocurement@mrta.co.th