

สัญญาจ้างก่อสร้างงานโยธา โครงการรถไฟฟ้าสีม่วง
ช่วงเตาปูน – ราษฎร์บูรณะ (วงแหวนกาญจนาภิเษก)

สัญญาที่ 4 งานออกแบบและก่อสร้างอุโมงค์ทางวิ่งและสถานีใต้ดิน
ช่วงสะพานพุทธ – ดาวคะนอง

ระหว่าง

การรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย

กับ

บริษัท ยูนิค เอ็นจิเนียริง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

สัญญาเลขที่ MRTA 4/2565



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

**PURPLE LINE PROJECT
TAO PUN – RAT BURANA (KANCHANAPISEK ROAD) SECTION**

CONTRACT 4 : UNDERGROUND CIVIL WORKS

MEMORIAL BRIDGE – DAO KHANONG SECTION

CONTRACT DOCUMENTS

**VOLUME 1
CONTRACT AGREEMENT /
THE LETTER OF ACCEPTANCE**

BETWEEN



MASS RAPID TRANSIT AUTHORITY OF THAILAND

AND



UNIQUE ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

PURPLE LINE PROJECT
TAO PUN – RAT BURANA (KANCHANAPISEK ROAD) SECTION
CONTRACT 4 : UNDERGROUND CIVIL WORKS
MEMORIAL BRIDGE – DAO KHANONG 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 4 : UNDERGROUND CIVIL WORKS
MEMORIAL BRIDGE – DAO KHANONG SECTION

CONTRACT AGREEMENT / THE LETTER OF ACCEPTANCE

SUMMARY

CONTRACT AGREEMENT

THE LETTER OF ACCEPTANCE

W

UNIQUE

ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

บริษัท ยูนิค เอ็นจิเนียริ่ง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

CONTRACT AGREEMENT

W

UNIQUE

ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

บริษัท ยูนิค เอ็นจิเนียริ่ง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

๑๗.

CONTRACT AGREEMENT**The Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section****Contract 4: Underground Civil Works****Memorial Bridge – Dao Khanong 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) UNIQUE ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

A company registered and existing under the laws of Thailand, with head office located at No. 200 Moo 4, Jasmine International Tower, 15th Floor, Chaengwatthana Road, Pak Kret Sub-district, Pak Kret District, Nonthaburi Province 11120, Thailand, by Mr. Prasong Suwiwattanachai who is authorized to sign and bind the company per the Commercial Register Number 0107548000447 dated 23 June 2005, the Power of Attorney dated 10 March 2022, 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 Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section, Contract 4: Underground Civil Works, Memorial Bridge – Dao Khanong 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 the outer edge of Memorial Bridge Station and end at the edge of transition structure. This Purple Line Section with bored tunnels, approximate 3.97 kilometers (km.) in length; approximate 25 to 30 meters under existing ground and the construction of 2 underground stations (Wong Wian Yai and

Samre Underground Station). The cut and cover tunnels and transition structure are also included in this sub-section. 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 |

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.

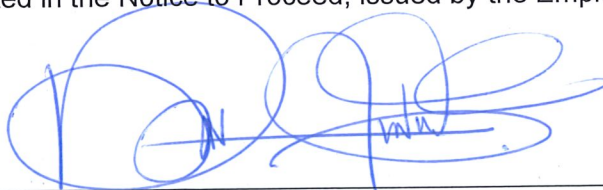
Clause 4 Value of Work and Completion Time:

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) 13,391,166,058.31 Baht (Thirteen Billion Three Hundred Ninety-One Million One Hundred Sixty-Six Thousand Fifty-Eight Baht and Thirty-One Satang)
- b) allowance for Provisional Sums 610,703,100.57 Baht (Six Hundred Ten Million Seven Hundred Three Thousand One Hundred Baht and Fifty-Seven Satang)
- c) 7.0% Value Added Tax 980,130,841.12 Baht (Nine Hundred Eighty Million One Hundred Thirty Thousand Eight Hundred Forty-One Baht and Twelve 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 Unique Engineering and Construction Public Company Limited
No. 200 Moo 4, Jasmine International Tower, 15th Floor,
Chaengwatthana Road., Pak Kret Sub-district, Pak Kret District,
Nonthaburi Province 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.



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.

The Employer

Mass Rapid Transit Authority of Thailand



(Mr. Pakapong Sirikantaramas)

Governor

The ContractorUnique Engineering and Construction
Public Company Limited

(Mr. Prasong Suviwattanachai)

Chief Executive Officer

Authorized Representative

UNIQUEENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITEDบริษัท ยูนิค เอ็นจิเนียริง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

WITNESS



(Mr. Kittikorn Tanpao)

Deputy Governor

(Engineering and Construction)

Mass Rapid Transit Authority of Thailand

WITNESS



(Mr. Parinya Ponsawatt)

Senior Vice President

Unique Engineering and Construction

Public Company Limited



อ.ศ.5 ใบสลิปหลังตราสาร

เลขที่ 03547
22 มีนาคม 2565

เลขประจำตัว 0107548000447

เลขที่สาขา

ชื่อผู้เสียภาษีอากร บริษัท ยูนิค เอ็นจิเนียริ่ง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน

ชื่ออาคาร -

ห้องเลขที่ -

ชั้นที่ 15

หมู่บ้าน -

เลขที่ -

หมู่ที่ -

ตรอก/ซอย -

แยก -

ถนน จังหวัด

แขวง/ตำบล ปากเกร็ด

เขต/อำเภอ ปากเกร็ด

จังหวัด นนทบุรี

รหัสไปรษณีย์ 11120

ผู้ขาย

เลขประจำตัวผู้เสียภาษีอากร 0994000165706

เลขที่สาขา

ชื่อการรับเงินจากเงินส่งมาลงนแห่งประเทศไทย

ได้เสียอากรแสดมปเป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสดมป ข้อ 4
สลิปหลังตราสาร สัญญาจ้าง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	14,001,869,158	88
ค่าอากรแสดมป	14,001,870	00
เงินเพิ่ม	0	00
รวมเงิน	14,001,870	00

จำนวนเงินเป็นตัวอักษร (สิบสี่ล้านหนึ่งแสนแปดหมื่นแปดพันบาทถ้วน)

ตามใบเสร็จ เลขที่ 013043

ลงวันที่ 22 มีนาคม 2565

เลขระบุเอกสาร อ.ศ.4 คือ 04120060-25650322-1-02-000090

ลงชื่อ

ตำแหน่ง

นางสาวลัดดา สุขเกษม
นักวิชาการสรรพากรปฏิบัติการ

ใบสลิปหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อนักงานเจ้าหน้าที่อากรแสดมปของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

THE LETTER OF ACCEPTANCE

W

UNIQUE

ENGINEERING AND CONSTRUCTION PUBLIC COMPANY LIMITED

บริษัท ยูนิค เอ็นจิเนียริ่ง แอนด์ คอนสตรัคชั่น จำกัด (มหาชน)

๒.



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

No. MRTA 019/575

9 March B.E. 2565 (2022)

Dear Sir,

Subject : Letter of Acceptance

Contract 4 : Underground Civil Works (Memorial bridge – Dao Khanong 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 4 : Underground Civil Works (Memorial bridge – Dao Khanong Section) Purple Line Project Tao Pun – Rat Burana (Kanchanapisek) Section has been hereby accepted by MRTA at the amount of 14,982,000,000 Baht (Fourteen Billion Nine Hundred Eighty Two 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

Unique Engineering And Construction Public Company Limited
200 Moo.4 Jasmine International Tower 15thFloor,
Chaengwattana Road,Pak Kret Subdistrict, Pak Kret District,
Nonthaburi, Thailand 11120

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

175 ถนนพระราม 9 แขวงห้วยขวาง เขตห้วยขวาง กรุงเทพมหานคร 10310 โทรศัพท์ 0 2716 4000 โทรสาร 0 2716 4019

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