

**CONTRACT AGREEMENT****MRT Blue Line Extension Project  
Hua Lamphong – Bang Khae and Bang Sue – Tha Phra Sections****Contract 2: Underground Civil Works  
Sanam Chai – Tha Phra Section**

**This Contract** is made at the Mass Rapid Transit Authority of Thailand, 175 Rama IX Road, Huay Khwang, Bangkok 10320 on 17 day of February B.E. 2554 (A.D. 2011) between :

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

by Mr.Ronnachit Yaemsaard, the MRTA Acting 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) Ch. Karnchang Public Company Limited**, a company registered and existing under the laws of Thailand, with head office located at 587 Sutthisarn Road, Dindaeng, Bangkok, 10400, Thailand, by Mr.Plew Trivisvavet and Mr.Narong Sangsuriya authorized to sign and bind the company, hereinafter 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 Blue Line Extension Project, Hua Lamphong – Bang Khae and Bang Sue – Tha Phra Sections, Contract 2: Underground Civil Works, Sanam Chai – Tha Phra Section and agrees to undertake performance of work under the terms and conditions set forth in this Contract.

The Works mainly consist of :

Design and Construction of Underground Structure at Sanam Chai – Tha Phra Section; This Blue Line Section with bored tunnel(s), cut and cover tunnel sections, and transition section approximate 2.6 km. in length; approximately 20 meters under existing ground; and the construction of two (2) underground stations, architectural works and building services within the stations together with other works all more particularly described in the Employer's Requirements – Functional.

WHEREAS the Cabinet on 28 September B.E. 2553 (A.D. 2010) resolved that MRTA may enter into the Contract with the Contractor.



Both parties hereby agree as follows :

### Clause 1

MRTA agrees to hire and the Contractor agrees to be hired to implement the design and construction of the MRT Blue Line Extension Project, Hua Lamphong – Bang Khae and Bang Sue – Tha Phra Sections, Contract 2: Underground Civil Works, Sanam Chai – Tha Phra Section under the terms and conditions specified in the Contract Documents as follows :

- |        |          |  |
|--------|----------|--|
| (i)    | Volume 1 | Contract Agreement                                     |
| (ii)   | Volume 2 | Memorandum of Understanding / Addenda / Clarifications |
| (iii)  | Volume 3 | General 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 General 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) Baht 9,498,451,612 (Nine Billion, Four Hundred and Ninety-Eight Million, Four Hundred and Fifty-One Thousand, Six Hundred and Twelve Thai Baht);
- (b) Provisional Sums of Baht 490,000,000 (Four Hundred and Ninety Million Thai Baht); and
- (c) 7% Value Added Tax of Baht 699,191,612.84 (Six Hundred and Ninety Nine Million, One Hundred and Ninety One Thousand, Six Hundred and twelve and 84/100 Thai Baht).

The above amount 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 work within one thousand eight hundred and ninety (1,890) 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**                    Ch. Karnchang Public Company Limited  
587 Sutthisarn Road  
Dindaeng, 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 witnesses and each shall retain one copy.

**MRTA, the Employer**

MASS RAPID TRANSIT  
AUTHORITY OF THAILAND

By: *Ronnachit Yaemsaard*

(Mr. Ronnachit Yaemsaard)  
Deputy Governor (Operations)  
Acting Governor  
Mass Rapid Transit Authority of Thailand

**The Contractor**

CH. KARNCHANG  
PUBLIC COMPANY LIMITED

By: *P. Trivisvavet*

(Mr. Plew Trivisvavet)



*Narong Sangsuriya*

(Mr. Narong Sangsuriya)

**WITNESS**

*C. Gururatana*

(Mr. Chaisit Gururatana)  
Deputy Governor  
(Engineering and Construction)  
Mass Rapid Transit Authority of Thailand

**WITNESS**

*Watchara Sanghattawattana*

(Mr. Watchara Sanghattawattana)  
Vice President  
Business Development

*W 3*