



**KINGDOM OF THAILAND  
MINISTRY OF TRANSPORT  
DEPARTMENT OF HIGHWAYS**

**CONTRACT FOR CONSULTANT'S SERVICES  
TIME-BASED**

**PROJECT NAME: CLIMATE-RESILIENT CONNECTIVITY FOR THE EASTERN ECONOMIC  
CORRIDOR PROJECT: THE INTERCITY MOTORWAY NO. 7  
(EXTENSION TO LINK WITH U-TAPAO INTERNATIONAL AIRPORT)**

**LOAN NO. 4522-THA**

**CONTRACT No. ADB/4522-THA/M7/CS02**

**BETWEEN**

**DEPARTMENT OF HIGHWAYS  
MINISTRY OF TRANSPORT**

**AND**

**THE CONSORTIUM OF EPSILON CO., LTD. AND INDEX INTERNATIONAL GROUP  
PUBLIC COMPANY LIMITED AND DECADE CONSULTANT CO., LTD.**

## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made on the 1<sup>st</sup> day of the month of August, 2025 between, on the one hand, Department of Highways, Ministry of Transport, Kingdom of Thailand (hereinafter called the "Client") and, on the other hand, a Consortium consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Epsilon Co., Ltd., Index International Group Public Company Limited and Decade Consultants Co., Ltd. (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received a loan from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Remuneration Cost Estimates
    - Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
    - Appendix E: Form of Advance Payments Guarantee
  - (d) Contract Negotiation

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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Signature



2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract; and
  - (c) the Contract Price is Baht 125,847,000.00 (One Hundred Twenty-five Million, Eight Hundred Forty-seven Thousand Baht Only)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of Department of Highways, Ministry of Transport, Kingdom of Thailand



(Mr. Tunwin Svasdisant)  
Director, Bureau of International Highway Cooperation

For and on behalf of each of the members of the Consultant: Epsilon Co., Ltd. and Index International Group Public Company Limited and Decade Consultant Co., Ltd.

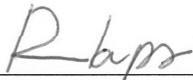
Epsilon Co., Ltd.



(Mr. Thanakrit Methaworathat)  
Manager, Department of Construction Supervision  
Authorized Representative on behalf of Epsilon Co., Ltd.



Index International Group Public Company Limited



(Dr. Pornlapas Na Lamphun)  
Chief Executive Officer  
Authorized Representative on behalf of Index International Group Public Company Limited



Decade Consultant Co., Ltd.



(Mr. Thosaphon Vaenkaew)  
Managing Director  
Authorized Representative on behalf of Decade Consultant Co., Ltd.



Note: The commencement date has not yet been specified, as it is pending the effective date of the contract. The contract period shall be 38 months from the effective date of the contract. However, once the actual commencement date is confirmed, the start and end dates of the contract will be updated in the system accordingly.