



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

**CONTRACT FOR CONSULTANT'S SERVICES  
Lump Sum**

**Project Name:** Climate-Resilient Connectivity for the Eastern Economic  
Corridor Project: The Intercity Motorway No. 7  
(Extension to Link with U-Tapao International Airport)  
External Auditing Services for Annual Financial Audit

**Loan No. 4522-THA  
Contract No. ADB/4522-THA/M7/CS01  
between**

Department of Highways

**And**

PYS Audit Company Ltd.

**Dated: 8 August 2025**

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## **I. Form of Contract Lump Sum**

ADB LOAN NO. 4522-THA  
Contract For External Auditing Services for Annual Financial Audit

Contract No. ADB/4522-THA/M7/CS01

This CONTRACT (hereinafter called the "Contract") is made the 8th day of the month of August, 2025, between, on the one hand, Department of Highways (hereinafter called the "Client") and, on the other hand, PYS Audit Company Limited (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) these 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: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Summary of Total Contract

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; Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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.

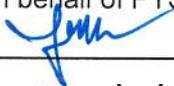
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of Department of Highways



**Tunwin Svasdisant, Director of Bureau of International Highway Cooperation**

For and on behalf of PYS Audit Company Limited



**Yupha Sanguansaksri, Managing director of PYS Audit Company Limited**