

:Date  
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in the change of the winds  
sings for those that are wise  
Holy Quran ( Chapter 45 , Verse 6 )

**BADRAN PARS NIROO (PUBLIC JOINT STOCK) INTERNATIONAL COMPLEX COMPANIES**

www.bpn-ir.com



Asian Head Office : N.9 , 3rd Floor , Anahita Camer-  
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Canada : 00107607058888 Iraq : 009647801003784  
China : 008613423897676 Italy : 00393661045440

**His Exalted Name**

**Preliminary Agreement (EPC) of supply of equipment & construction for oil-well covered**

This preliminary Agreement is made in Tehran and entered into on this 6 day of January 2014 by and between:

BPN-IR international Complex Companies its a company acting under the laws of Iran and having its principle offices in NO.274-22 Faramarz- FaramarzAbasiStr-Mashhad-Iran NO.274-22 Faramarz- FaramarzAbasiStr-Mashhad-Iran; represented by ;

Mr; Prof,Dr, HisseinAfaredeh&

Mr.DrAref.KHojasteh.

(herein after referred to as.party(one)

AND

Consortium TDR , a consortium duly organized and existing under the laws of ...Italy &switzerland..... and having its main office in Milano &Torinin Italy; Viale Troja.n.5002,and barach; Lugano,Dubai,

represented by;

M.J.Khoshoei General Director Asia of the other part , which hereinafter referred together as the "PARTY "(2) and Collectively;

NOW THEREFORE, in consideration of the premises and of the undertakings contained herein , the

Parties hereby agree as follows :

**ARTICLE 1 - DEFINITIONS :**

PROJECT : supply of materials and equipment & construction and commissioning & installation of  
Oil-Well in Iran

1.1 Detailed preliminary Agreement : shall mean a contract mutually made by both parties formally

1.2 The Parties signed the detailed consortium agreement to substitute this Preliminary Agreement .

**ARTICLE 2 – PARTIES OBLIGATIONS & UNDERTAKINGS**

2.1 The parties agree to conclude a Detailed Preliminary Agreement which will be formed and established in order to EPC and execute the project .

2.2 Each party undertakes to do his best effort to perform its responsibilities and fully co-operate with each other with respect to the project , if awarded , according to their own scope of work .

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2.3 After awarding the project , and will act on behalf of the contractor as a partner of the Consortium , Each party shall bear all the responsibilities , obligations and risks in respect to its own allocated Scope of Work and bear all the relevant costs for its implementation .

**ARTICLE 3 -TOTAL AMOUNT OF PROJECT :**

Total amount of project will be sum of 5(five) Billion Euro.

- Down -payment : %30( thirty) of total amount the price of project down -payment against

Bank Guarantee for arranging site , advance of machinery& transport & preliminary wage "salary" Insurance and etc.

Calculate .inaccording 10% floatation annually

-payment cost of during operation time. inaccording contractor staements;

Time of Building project included supply equipment making construction commissioning and installation

Will be 2/5 years.30 months.

First years employer must be paid 2/ Billion Euro

Second years 3 Billion Euro.

Therefor total price of supply and constrction and installation oil-well covering in Iran is (5) Billion Euro without in floatation .

**ARTICLE 4 -Guarantee Reimbursement of Finance**

payment of cost project through EPC shall be secured by BPN-IR and Ministry of Economy affairs and finance and Ministry of Petroleum of payment.

After 30% down-payment against contractor's statement .

--Second payment; 50% of total amount of project must be paid to contractoragainst bank guarantee;

--Third payment after contractor's statement 50%

-After sign of contract the BPN-IR must be Present to consortium as follow:

a-The list of oil-well in which Area & district and type .

b- All list of equipment that necessary for project

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c-The land for around oil-well of starter operation execution project .

-The Consulting Contract Advise company has been right chosen local company for sub- contractor ..

- Time of Execution project :

Duration operation & execution of the project shall be maximum 2 years or/ (24months) .

Parties represent and warrant that co-operation to entiredconstruction and installation for oil-well covered for implementing of EPC project till end of project.

TDR has sufficient technical ,financial and human resources to carry out its obligations under the preliminary agreement and subsequently the project to implement its whole scope of work.

4-1-Consulting Contract Advise Company has right chosen foreign contractors for this project with coordinating by Ministry of Petroleum without permit consortium TDR.

TDR & consulting contract advise company shall finalize the EPC agreement within 60working days as of the effective date of this

preliminary agreement .

### ARTICLE 5 –ACCESS TO INFORMATION-CONFIDENTIALITY

The parties agree to treat as confidential all financial , engineering and other records , maps , data and interpretation obtained , directly or indirectly , from or in connection with the operations conducted under or pursuant to this preliminary agreement and BPN-IR

### ARTICLE 6- ASSIGNMENTS

No party has the right to assign or transfer this preliminary agreement and the BPN-IR or any part thereof or any rights or benefits or obligations hereunder to any third parties without the prior written consent and approval of the other party .

### ARTICLE 7-GOVERNING LAW AND DISPUTE SETTLEMENT

This preliminary agreement shall be governed by , construed , interpreted and applied in accordance with the laws of Switzerland.

All disputes which may arise from the implementation ,execution , validity, interpretation , and revocation thereof which cannot be settled between the parties by means of discussion shall be referred to the respective courts of the Swiss in Zurich.

### ARTICLE 8-NOTICES



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Any notice and other communication to be given under this preliminary agreement shall be writing and in English and Farsi at the above mentioned addresses.

### ARTICLE 9-MISCELLANEOUS

This preliminary agreement may be amended only by a written instrument executed by both parties. any amendment to the main contract requested by the client shall only be made with the agreement of all consortium Members.

-this preliminary agreements is the entire agreement of the parties with respect to the subject

Matter contained herein and supersedes all prior understanding and negotiations of the parties.

IN WITNESS WHEREOF , each of the parties hereto has caused this consortium agreement to be signed and sealed on its behalf in ten articles and eight(8) original copies all copies having the same validity , two copy for NIOC& 2 copy for BPN-IR and two copy for Consulting Contract Adviser company and the other copy is handed over consortium TDR.

Signed for and behalf of  
BPN -IR



Supreme consulting project  
Dr. Aref KHojaesteh

*[Signature]*

Signed for and on behalf of:  
Consortium TDR



President Dr.Jiovani Rabzzana

*[Signature]*

International Manager  
Bernald Valentina

