

## CONTRACT AGREEMENT

This Agreement made the.....day of.....2012

Between the Government of the Republic of Equatorial Guinea (hereinafter called "the Employer") of the one part,

and Armando Cunha S.A. of Rua 2, Edificio Verde, 3° Esq., Marvila, Urbanização da Matina, Registro Mercantil de Lisboa, Portugal (hereinafter called "the Contractor") of the other part

**Whereas** the Employer desires that the Works known as the Instituto Tecnológico Nacional de Hidrocarburos de Guinea Ecuatorial (ITNHGE) should be executed by the Contractor, and has accepted a Tender by the Contractor for the Execution and completion of these Works and the remedying of any defects therein, for the Accepted Contract Amount of one hundred and six million, six hundred and forty six thousand, eight hundred and thirteen Euros and twenty one cents (Euros €106,646,813.21)

**The Employer and the Contractor agree as follows:**

1. In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement:
  - a) This Contract Agreement
  - b) The General Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor First edition 1999 published by the Federation International des Ingenieurs-Conseils (FIDIC)
  - c) The Particular Conditions and Appendix to Tender and Annexure
  - d) The Employer's Requirements
    - Site Management requirements
  - e) The Contractor's Proposals comprising:
    - The Specifications
    - The Drawings
    - Response to Queries and Clarification Schedules
    - The Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the final Contract Price at the times and in the manner prescribed by the Contract.
5. The Commencement Date shall be [To be agreed ].




In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Armando Cunha S.A

Ministry of Mines, Energy and Industry

ARMANDO CUNHA, S.A.

By:   
Lda, da Matinha Edifício Verde  
Rua 3 de Maio, 1500-115 Lisboa  
Armando Cunha, S.A. - Lda  
N.º de Registo: 218010318  
C.O. 218010318  
C.O. 218010318

By:   
H.E. Gabriel Mbaga Otiang Lima

Date: 17/05/2012

Date: 16/05/2012

For and on behalf of the Employer in the presence of

For and on behalf of the Contractor in the presence of

Witness: AGUIRRE URA OKONDA  
Name: ITNITGE E. D  
Position: 17/5/10/12  
Address: 17/5/10/12  
Date: 17/5/10/12

Witness: AGUIRRE URA OKONDA  
Name: ITNITGE E. D  
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Address: 16/5/10/12  
Date: 16/5/10/12

