**Technical Assignment on Consulting and engineering services and training for preparing Bushehr Nuclear Power Plant for IAEA OSART Mission**

**to the NPPD Purchase Order No. VNIIAES TC-01-2012 dated 01 May, 2012**

**1. SIDES OF PURCHASE ORDER No. VNIIAES TC-01-2012 dated 01 May, 2012**

For the Purchase Order **No. VNIIAES TC-01-2012 dated 01 May, 2012**  VNIIAES Training Centre is a main executor of the work further referred as of a Contractor. BNPP is a Customer and End-User for this Purchase order.

The technical summary of the whole project is provided below.

**2. WORK SCOPE TO BE PERFORMED BY VNIIAES**

2.1 General description of the tasks.

The Scope of work and efforts on supply of a Consulting and engineering services and training for preparing Bushehr Nuclear Power Plant for IAEA OSART Mission is defined in the next sections of this Technical Assignment (hereinafter - TA).

Project price is defined in section 5.

One of tasks during preparation for OSART mission is a preliminary assessment of current operational safety of the Bushehr NPP following by definition of potential weaknesses and elaboration of preventive and corrective actions according to the Safety Standards of the IAEA..

Therefore, the aim of the Project is to perform well in advanced, independent and analysis of the current status of operational safety in each and every direction of the OSART review, in particular:

1) development followed by implementation of detailed corrective actions/changes plan at the plant to consider IAEA Safety Standards before OSART mission takes place; and

2) teach plant personal on OSART Review methodology in order to prevent any unplanned interpersonal situations while conducting OSART mission at the plant.

The preliminary assessment is being conducted by world level experts which participated in OSART missions either as an expert in particular direction or as a Counterpart of the Host plant.

The following approach will be applied within the Project:

1) start workshops to BNPP management. These workshops will provide overview and focus orientation in OSART methodology followed by detailed discussions regarding the mission conduct. Training workshops are being conducted by IAEA experts with involvement of Russian plant personnel participated in OSART missions;

2) consulting and an assessment of each of OSART review areas against IAEA Safety Standards, including:

- walkthroughs,

- observation of work performance,

- review the selected plant documentation,

- interviews,

- consulting,

- training.

Based on received data, corrective and preventive measures are being developed by the plant personnel under supervision of Contractors' experts. The results received are being reported to the plant management;

3) change analysis as a result of preparation for OSART mission (around 6 months before the mission): reviews are made by the experts; the reviews of corrected plant performance are conducted for each of all OSART Review areas. Thorough research of delays/unperformed activities are to be made. The results received are being reported to the plant management;

4) conduct the final training workshop to be provided to plant top management just before the OSART mission.

During Project execution, several Project meetings are to be scheduled. Tentative dates and meeting places will be included in project schedule. Valid dates and meeting places will be agreed through correspondence later.

2.2 Requirements to the Contractor

2.2.1 The Contractor, by accepting this PO, accepts to solely assume full responsibility for all tasks of the Project and is responsible for any claims extended by the Customer.

2.2.2 The Contractor is responsible for providing the guidance and overall management for the Consulting and engineering services and training for preparing Bushehr Nuclear Power Plant for IAEA OSART Mission.

2.2.3 The Contractor is responsible for agreeing experts candidates, work conditions and working schedule with the IAEA and the Customer.

2.2.4 All the work shall be done in accordance with the IAEA requirements, current Technical Specification and Project Plan. The Project Plan is to be issued by the Contractor and agreed by all parties within 4 weeks after signature of this Purchase Order.

2.2.5 During consulting/training Contractors' experts will use materials, documentation and their personal experience of the participation in OSART missions. During such work the Contractor's experts worked for particular OSART Review area, will deliver all needed training and information materials to the Customer' staff formally designated for such OSART Review area training.

2.2.5 The Contractor’s leader for this project is Mr. Andrey Yuzhakov, a Director of VNIIAES Training Centre. The Contractor is full responsible for the choice of staff for the Project.

2.2.6 По окончании работ по 6.1.3 Исполнитель обеспечит выдачу соответствующих документов о прохождении обучения в УМЦ ВНИИАЭС по программе "Методология OSART и техника проверки на местах".

2.3 Requirements to the Customer.

2.3.1 The Customer is responsible for providing at least 2 rooms (premises) equipped by at least 2 PCs and 1 printer to the Contractor's staff while at the plant, and for providing plant staff for each expert mission within the project. For each of OSART Review area the Customer shall provide at least 10 persons belonged to a particular OSART Review area.

2.3.2 The Customer shall ensure access of the Contractor's experts to the BNPP premises to be reviewed during the pre-assessment visits within the Project.

2.3.3 Support Contractor's experts by issuing necessary documents to get visas in time.

2.3.4 Support Contractor's experts by transportation from IKA to Mehrabad airport.

6.2.6 Provide accommodation and living premises to stay at the Bushehr NPP site.

6.2.7 Support Contractor's experts meals during their presence at the Bushehr site.

The following project schedule shall be applied by the Contractor:

Table 1. Schedule of Deliverables

| **No. of task** | **Delivery**  **Milestones** | **Start Date** | **Title of Deliverables** | **Other activities/notes** | **Delivery** Date |
| --- | --- | --- | --- | --- | --- |
| 1 |  | 01-06-2012 |  | Project start date |  |
| 2 | Delivery 001 | 01-06-2012 | Project plan agreed with the Customer |  | 30-06-2012 |
| 3 | 01-06-2012 |  | Project meeting (5 days meeting-tentative date)  Tehran, IRI | 15-07-2012 |
| 4 | Delivery 002 | 01-05-2012 | Starting training workshops for BNPP Top Management | Dates are TBD | 15-07-2012 |
| 5 | Delivery 003 | 01-07-2012 | Expert review of OSART area (Management) |  | 30-12-2012 |
| 6 | 01-07-2012 | Expert review of OSART area (Training and qualification) | According to the agreed schedule | 30-12-2012 |
| 7 | 01-07-2012 | Expert review of OSART area (Operations) | According to the agreed schedule | 30-12-2012 |
| 8 | 01-07-2012 | Expert review of OSART area (Maintenance) | According to the agreed schedule | 30-12-2012 |
| 9 | Delivery 004 | 01-01-2013 | Expert review of OSART area (Technical Support) | According to the agreed schedule | 30-08-2013 |
| 10 | 01-01-2013 | Expert review of OSART area (OPEX) | According to the agreed schedule | 30-08-2013 |
| 11 | 01-01-2013 | Expert review of OSART area (Radiation Control) | According to the agreed schedule | 30-08-2013 |
| 12 | 01-01-2013 | Expert review of OSART area (Chemistry) | According to the agreed schedule | 30-08-2013 |
| 13 | 01-01-2013 | Expert review of OSART area (Emergency Preparedness) | According to the agreed schedule | 30-08-2013 |
| 14 | 01-01-2013 | Expert review of OSART area (SAM) | According to the agreed schedule | 30-08-2013 |
| 15 | Delivery 005 | 01-09-2013 | Review visits for all 10 OSART Review areas | According to the agreed schedule | 30-12-2013 |
| 16 | Delivery 006 | 01-01-2014 | Two training workshops for BNPP Top management on OSART mission details |  | 30-03-2014 |
| 10 |  |  |  | Closure the project | 30-03-2014 |

**3. PRICING**

For the services described above and detailed in the Attachments, the Customer will pay the Contractor a fixed and firm price of 331200.0 Euros.

The price for the PO is fixed and firm for the duration of the project and covers the labor, necessary travel and all other expenses, costs or fees which the Contractor may incur in relation with a successful completion of the work descried in the PO and its attachments. The total value is a maximum that shall not be exceeded.

**4. TRAVEL**

The travel costs of the Contractor's experts are included in the Contractor’s costs.

**5. PAYMENT MILESTONES AND ACCEPTANCE OF DELIVERABLES**

For the purpose of invoicing, the work is not considered completed until accepted by the End-User. The acceptance will be confirmed in a form of an acceptance certificate signed by the Customer and the Contractor. However, The work shall be performed on the conditions of the pre-payment for particular scope of the work to be done, according to the payment schedule (see table 5-1 below).

Based on the deliverables and their schedules as identified in Article #2, the following are the payment milestones applicable to this Purchase Order:

**Table 3. Payment Schedule**

| **No. of task** | **Deliverable** | Delivery date | **Payment milestone**  **Amount, Euros** |
| --- | --- | --- | --- |
| **1-2** | Deliverable 001 | 15-07-2012 | 20,000.0 |
| **3-4** | Deliverable 002 | 15-07-2012 | 30,600.0 |
| **5-8** | Deliverable 003 | 30-12-2012 | 56,000.0 |
| **9-14** | Deliverable 004 | 30-08-2013 | 84,000.0 |
| **15** | Deliverable 005 | 30-12-2013 | 90.000.0 |
| **16** | Deliverable 006 | 30-03-2014 | 30,600.0 |

All the payments will be made by the Customer directly to the Contractor’ bank account.

The Contractor will duly prepare of An ‘Acceptance Certificate’ and submit fully executed An ‘Acceptance Certificate’ and its invoice (addressed to the Customer) to the Customer per each deliverable (stage of the work). The ‘Acceptance Certificate’ shall be executed and signed by authorized personnel of the Contractor, End-User’ representative(s) and the Customer. The Customer shall return the fully executed Contractor’ Acceptance Certificate to the Contractor. The format of the Acceptance Certificate is given in Attachment #1 below.

**6. INVOICING/PAYMENT**

The above indicated payment milestones are agreed with the Customer.

All payments due to the Contractor for deliverables outlined in this Contract shall be made as pre-paid payment by bank wire transfer. All bank expenses should be paid by the Customer. All payments shall be made in Euros .

Payment shall be made by the Customer to the Contractor bank requisites as stated in Article 9 below.

Payment of the fixed contract price prescribed in Article 3 of this Contract will be made by the Customer in accordance with the schedule stated in a Table 3 of the Article #5.

The Contractor’ invoices shall be marked with the IAEA Purchase Order IRA4029-83316C and submitted in 3 copies to the Customer.

**7. DOCUMENT SUBMITTAL AND LANGUAGE**

All documents developed within the Project, including results of the Project, shall be submitted electronically from the Contractor office to the Customer office by e-mail and shall be of an acceptable quality. The formats shall follow the definitions indicated in the Quality Plan.

The Project working language is English. Documents (User' manual and installation guide) used for CBT-Regulations will be in Russian and English.

The applied CBT-Regulations will be in Russian language.

Languages of the generated dynamic reports will be both Russian and English.

Project Plan, Quality Plan, draft and final reports shall be prepared in English.

The Contractor will follow the requirements for training materials format already applied for CBT-SA Project.

**8. QUALITY ASSURANCE**

The Contractor shall implement the Project Quality Plan. The Project Quality Plan will be developed by the Contractor and delivered to the End-User for review and approval.

The Contractor may, upon reasonable notice perform a QA audit on the documentation of the Sub-Contractor. The Sub-Contractor shall allow the Contractor to perform Quality Audits, which shall include, but not necessarily be limited to, the verification that the Sub-Contractor is effectively implementing the Project Quality Plan and spot-checks on the correctness of work.

The Contractor reserves the right to make final acceptance of deliverables conditional upon a successful Quality Audit which would be performed by the Contractor prior to the end of the project.

**9. CORRESPONDENCE**

All correspondence should be addressed to:

**CUSTOMER:**

(please indicate your bank details)

## CONTRACTOR

VNIIAES Traiing Centre

25, Ferganskaya Street,

Moscow, 109507, Russia

INN 7721247141

bank details (later)

**10**. **TERMS AND CONDITIONS**

IAEA Terms and Conditions for the Provision of Engineering Services, **POS1/97/Rev.2** are applicable to this order.

**11. ACCEPTANCE OF PURCHASE ORDER**

For this Purchase Order to become valid, the Contractor should confirm it. A formal acceptance of the contents of this Purchase Order and any terms and conditions shall be provided IN WRITING to BNPP (NPPD) within 2 weeks of the date of the receiving of this PO.

**Attachment#1 . Acceptance certificate format**

ACCEPTANCE CERTIFICATE

**Purchase Order No. VNIIAES TC-01-2012**

Prepared on “\_\_\_\_” \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

We, the Director of VNIIAES Training Centre /the Contractor/, Mr. Andrey Yuzhakov, from one side, and NPPD representative /the End-User/ prepare this Act to signify that:

1. **The Work:**

/work’s name/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*is complete.*

**2) The IAEA accept this work:**

/name and # of the Time schedule’s part/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*and it has no claims against this work.*

The payment for the above work (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ of the Time schedule’s part) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(\_\_\_\_\_\_\_\_\_\_) EUROs** is due and shall be invoiced by the Contractor to the NPPD for further bank wire transfer to the Contractor account: (later), in accordance with the Articles of the VNIIAES TC-01-2012 dated May01, 2012.

|  |  |
| --- | --- |
| **Customer**  **BNPP (NPPD)** | **Contractor:** VNIIAES Training Centre |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *(Signature)* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *(Signature)* |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |