An Agreement on Extension of schedule of Training Manager Project

Соглашение о продлении графика проекта по обучению руководителей

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| This Agreement made and entered into as of 17 November 2011 by and between Nuclear Power Production and Development Company of Iran (NPPD Co.) represented by Mr. Ahmadian, Vice President of AEOI and Managing Director whose address in No.8 Tandis Street, Africa Ave., Tehran (hereinafter referred to as the Principal) and VNIIAES JSC, represented by Mr. Gennady Arkadov, General Director of VNIIAES whose address is 25, Ferganskaya Street Moscow, 109507, Russia (hereinafter referred to as the Contractor).WitnessethWhereas VNIIAES JSC under the IAEA Purchase Order No.IRA 4035-93255N is obligated to provide training for the Nuclear Power Production and Development Company Managers,Whereas, due to simultaneity of the managers training of the BNPP managers with the WANO's pre-review of the BNPP, the BNPP managers failed to attend the training according to the Project's Training Schedule,Whereas the Parties hereto agrees to extend the Managers Project's Training Schedule of the BNPP managers, and the Principal consent to pay the additional costs due to extension of the Project's Training Schedule to VNIIAES JSC. Now, therefore, the Parties hereto, hereby agree as follows:1. The Additional Costs for the extended period starting from 24 November 2011 ending to 24 December 2011 in terms of costs for Visas, Accommodation, tickets, Contract, etc. calculated to be USD 70,887.00 that is equivalent to Euro 57,064.00 at the prevailing exchange rate of Bank Markazi Jomhouri Islami Iran on the date of the payment.2. The payment for additional costs shall be invoiced and submitted by the Contractor to the Principal along with the evidencing documents.3. The Principal shall arrange the payment of the amount as mentioned in the said invoice which shall be effected by the order of the Principal through his banker to be transferred to the account of the Contractor.4. Upon receiving of the amount in his account, the Contractor shall acknowledge a receipt of the payment.5. Details of this Agreement including bank details, conditions of payment etc. shall be specified as to be defined in a separate NPPD Purchase Order on services.The present Agreement has been made out and signed in two originals in English, one original for each party. | Настоящее Соглашение составлено и заключено 17 ноября 2011 года между Компанией по Производству и Развитию Атомной Энергии Ирана (NPPD Co.) в лице г-на Ахмадиана, Вице-президента и Управляющего Директора Организации Атомной Энергии Ирана, расположенной по адресу: Тегеран, Африка Аве., ул. Тандис, 8 (далее именуемая Заказчик) и ОАО «ВНИИАЭС» в лице г-на Геннадия Аркадова, Генерального директора ОАО «ВНИИАЭС», расположенного по адресу: Россия, 109507, Москва, ул. Ферганская 25 (далее именуемое Подрядчик), В свидетельство того, чтоПоскольку ОАО «ВНИИАЭС», в соответствии с Заказом МАГАТЭ на поставку No.IRA 4035-93255N должен провести обучение для руководителей Компании по Производству и Развитию Атомной Энергии Ирана,Поскольку, вследствие одновременного обучения руководителей АЭС Бушер по управлению и проведения проверки АЭС Бушер ВАО АЭС, руководители АЭС Бушер не смогли присутствовать на обучении в соответствии с Графиком обучения в Проекте,Поскольку Стороны настоящим согласились продлить график Проекта Обучения по вопросам управления для руководителей АЭС "Бушер", Заказчик соглашается оплатить дополнительные расходы, связанные с продлением Графика, возникающие у ОАО «ВНИИАЭС»,С учетом вышеизложенного, Стороны настоящего Соглашения настоящим согласились о нижеследующем:1. Дополнительные Расходы на продление периода, начиная с 24 ноября 2011 года и заканчивая 24 декабря 2011 года, касающихся расходов на визы, проживание, билеты, Контракт и т.д., в соответствии с расчетом составляют 70 887.00 долларов США, что в эквиваленте составляет 57064 Евро по существующему валютному курсу Банка Маркази Джомхури Ислами Иран на дату осуществления платежа.2. Оплата дополнительных услуг должна осуществляться в соответствии с выставленным счетом, который передается Подрядчиком Заказчику вместе с подтверждающими документами. 3. Заказчик обязуется произвести оплату в сумме, указанной в упомянутом счете, который подлежит оплате по распоряжению Заказчика через банк Заказчика путем банковского перевода на счет Подрядчика.4. По получении указанной суммы на свой счет, Подрядчик уведомляет о получении платежа.5. Детали настоящего Соглашения, включая банковские реквизиты, условия платежей и проч. должны быть определены в отдельном Заказе на Поставку услуг, выданным NPPD. Настоящее Соглашение составлено и подписано в двух экземплярах на английском языке, по одному экземпляру для каждой из Сторон. |
| The PrincipalЗаказчик | The ContractorПоставщик |

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|  | Nuclear Power and |  |  |  |  |
|  | Production Development Company of Iran |  |  |  |  |
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**PURCHASE ORDER**

|  |  |
| --- | --- |
| ***No.*:** | VNIIAES-03-2012 |
| ***Date*:** | 2011 November 17 |

|  |  |  |  |
| --- | --- | --- | --- |
|   |  |  | SHIPPING ADDRESS AND MARKING |
|  | VNIIAES, JSC,All-Russian Institute for Nuclear Power Plant OperationFerganskaya str. 25109507 Moscow, Russian FederationFax: +74953768333; Email: arkadovgv@vniiaes.ru |  | Marking : For IAEA TC Project IRA4035-93255NNuclear Power Production and Development Company of IranNo. 7 Tandis St. Africa Ave P.O. Box 19395-7484 Tehran, Islamic Republic of IranPhone: 0098 21 22055100; Fax: 0098 21 22058480Email: fatourechain@nppd.co.irAttn: Mr Ahmadian, Mohammad |
| TERMS OF PAYMENT (unless otherwise stated)By check or bank transfer net 30 days unless otherwise indicated following receipt of invoice in duplicate and proof of shipment (AWB/Bill of Lading/Postal receipt).  | DOCUMENT DISTRIBUTION: (for sea freight see note below)Invoice, Packing list, AWB/Postal receipt |
| DATE OF SHIPMENT: | TERMS OF DELIVERY: |
| 2012 August 30 | CPT Tehran, Islamic Republic of Iran via air freight. |
| The General Terms and Conditions attached hereto form an integral part of this Purchase Order. |
| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | DISC% | AMOUNT(USD)  |
|  | An additional training services as defined in the Statement of Work attached. |  |  |  |  | 70,887 |
|  |    |  |  |  |  |  |
| Manuals to be in: **as specified in SOW** |  Power requirements (if applicable): **220 V/50 Hz** | *Packaging* | (USD) | 0.00 |
|  | *Subtotal* | (USD) | 70,887.00 |
|  Mr. Ahmadian, Mohammad | *\*Freight* | (USD) | 0.00 |
|  Authorized signature  | TOTAL CPT | (USD) | 70,887.00 |
| Prepared by; none | RFP Number: na | Copies: no |
| MTBF No:  |  |  |  |

**Statement of work on an additional services to implement IAEA project on Training development, providing and review in connection with IAEA Purchase Order IRA4035-93255N**

**to the VNIIAES Purchase Order No. VNIIAES-03-2012 dated 07 March 2008**

**1. SIDES OF PURCHASE ORDER No. VNIIAES-03-2012 dated 17 November 2011**

Nuclear Power and Production Development Company of Iran, *NPPD*, is further referred as the **Principal**. VNIIAES, JSC is further referred as the **Contractor**

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

Contractor executes training within IAEA Purchase Order No. IRA4035-93255N dated 03 December 2007 Development and Implementation of the Management Training for the Bushehr Nuclear Power Plant and Nuclear Power Production and Development Company of Iran in new schedule in Year 2012 by March 01, 2012.

Requirements for such training are defined in a.m. Purchase Order

All the work shall be done in accordance with the IAEA requirements, Project Plan, Quality Plan (to be issued by the Contractor and agreed by all parties) and usual engineering practices for such work.

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 Contractor and Sub-contractor. Any rework and/or improvements specifically required by the Customer shall be considered as being a part of the scope of supply of the Contractor.

The Contractor's leader for this project is Mr. G. Arkadov, his deputy in the Project is Mr. A. Yuzhakov.

The following schedule shall be applied by the Contractor:

Table 1. Schedule of Deliverable

| **No. of task** | **Delivery****Milestones** | **Start Date** | **Title of Deliverables** | **Other activities** | **Delivery**Date |
| --- | --- | --- | --- | --- | --- |
| 1 | Deliverable 001 | 27-Jan-2012 | Training of BNPP Managers on the rest part of the training according to the new training schedule |  | 01-Mar-2012 |

**3. PRICING**

For the services described above, Principal will pay the Contractor a fixed and firm price of 70887.0 (seventy thousand eight hundred eighty seven) United States Dollars. VAT (18%) is not applied.

The price for the PO is fixed and firm for the duration of the project and covers all Contractor's expenses, including VAT, contracts, accommodation, tickets, visas, costs or fees which the Contractor may incur in relation with a successful completion of the work descried in the PO.

The total value is a maximum that shall not be exceeded.

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

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, USD****(VAT included)** |
| --- | --- | --- | --- |
| **1** | **1** | 30-08-2012 | 70887,0 |

All the payments will be made by the Principal 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 Principal. The ‘Acceptance Certificate’ shall be executed and signed by authorized personnel of the Principal and the Contractor. The Principal shall return the fully executed Contractor’ Acceptance Certificate to the Contractor. The format of the Acceptance Certificate is given in Attachment #1 below.

**5. INVOICING/PAYMENT**

All payments due to the Sub-Contractor for deliverables outlined in this Contract shall be made by bank wire transfer. All bank expenses should be paid by the Principal. All payments shall be made in in Euro at the prevailing exchange rate of Bank Markazi Jomhouri Islami Iran on the date of the payment.

Payments shall be made within thirty (30) days of receipt of invoice but not later than within one hundred eighty (180) days after sighing the Acceptance certificate by authorized representatives of the Sub-contractor and the Contractor.

Payment shall be made by the Principal to the Contractor bank requisites as stated in Article 8 below.

The Contractor's invoices shall be marked with the VNIIAES Purchase Order VNIIAES-03-2012 dated 17 November 2011 and submitted in 2 copies to the Principal.

**6. DOCUMENT SUBMITTAL AND LANGUAGE**

As defined by IAEA Purchase Order No.IRA4035-93255N dated 03.12.2007

**7. QUALITY ASSURANCE**

As defined by IAEA Purchase Order No.IRA4035-93255N dated 03.12.2007

**8. CORRESPONDENCE**

As defined in IAEA Purchase Order IRA4035-93255N dated 03.12. 2007

In their communication, VNIIAES will use the following Sub-Contractor’ bank requisites:

**PRINCIPAL**

Name NPPD

Beneficiary bank Bank Markazi Jomhouri Islami, Iran

Address (please indicate full address)

Bank Cod (please indicate bank code)

Acc. No. (please indicate acc,No)

SWIF (please indicate)

Through correspondent acc. (please indicate)

Account Currency EURO

**CONTRACTOR**

Name VNIIAES OAO

Beneficiary bank Moscow Bank of the Savings Bank of the Russian Federation (Sberbank RF, Moscow, Russia)

Acc.№ 40702840138360204375

SWIFT SABR RU MM

Account Currency USD

**10. ACCEPTANCE OF PURCHASE ORDER**

For this Purchase Order to become valid, the Sub-Contractor should confirm it. A formal acceptance of the contents of this Purchase Order and any terms and conditions shall be provided IN WRITING at his earliest convenience of the date of the receiving of this PO.

**PRINCIPAL: CONTRACTOR:**

**NPPD. Co. VNIIAES, JSC**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Managing Director Director General**

**Mr.M. Ahmadian Dr. Gennady Arkadov**

(stamp) (stamp)

 **Attachment#1 . Acceptance certificate format**

ACCEPTANCE CERTIFICATE

**Purchase Order VNIIAES-03-201 dated 17.11.2011**

We, the Director General of VNIIAES, JSC, Mr. Arkadov, /the Contractor/, from one side, Managing Director of NPPD Co. of Iran, Mr. Ahmadian, /the Principal/ from the other side, have prepared this Acceptance Certificate to signify that:

1. **The Work:** Training of BNPP Managers on the rest part of the training according to the new training schedule*is complete.*

**2) NPPD Co. accepts this work:** Training of BNPP Managers on the rest part of the training according to the new training schedule

The price of work performed (Training of BNPP Managers on the rest part of the training according to the new training schedule) of the Time schedule’s part) is 70887,0 (seventy thousand eight hundred eighty seven**)** USD.

The payment for the above work (Training of BNPP Managers on the rest part of the training according to the new training schedule) of the Time schedule’s part) in the amount of 70887,0  **(**seventy thousand eight hundred eighty seven**)** USD is due and shall be invoiced by the Contractor to the NPPD Co. for further bank wire transfer to the Sub-Contractor account: VNIIAES, Beneficiary Bank: Moscow Bank of the Savings Bank of the Russian Federation, Moscow, Russia (Sberbank RF, Moscow, Russia), account: 40702840138360204375; SWIFT: SABR RU MM, in accordance with the Articles of the VNIIAES **Purchase Order VNIIAES-03-2012 dated 17.11.2011**.

|  |  |
| --- | --- |
| **Principal****NPPD Co.** | **Contractor:**VNIIAES, JSC |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Signature)* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Signature)* |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |