CONTRACT No.

For

ENGINEERING SERVICES AND TECHNICAL SUPPORT OF OPERATION OF BUSHEHR NPP UNIT NO. 1 AND NPP POWER UNITS UNDER CONSTRUCTION

Between

NUCLEAR POWER PRODUCTION AND DEVELOPMENT Co. of IRAN

and

ROSENERGOATOM Co. (REA)

Tehran, 2014

TABLE OF CONTENTS

[Terms and definitions 4](#_Toc401905611)

[List of Abbreviations 7](#_Toc401905612)

[ARTICLE 1. Objective of the contract 9](#_Toc401905613)

[ARTICLE 2. Subject of the contract 9](#_Toc401905614)

[ARTICLE 3. Scope of services 9](#_Toc401905615)

[ARTICLE 4. General conditions for providing services and procedure of interaction 11](#_Toc401905616)

[ARTICLE 5. Obligations of the Principal 15](#_Toc401905617)

[ARTICLE 6. Obligations of the Contractor 17](#_Toc401905618)

[ARTICLE 7. Price of the Contract 18](#_Toc401905619)

[ARTICLE 8. Terms of payment 21](#_Toc401905620)

[ARTICLE 9. Taxes and duties 22](#_Toc401905621)

[ARTICLE 10. Language 23](#_Toc401905622)

[ARTICLE 11. Coordination 23](#_Toc401905623)

[ARTICLE 12. Suspension of obligations 24](#_Toc401905624)

[ARTICLE 13. Property rights 24](#_Toc401905625)

[ARTICLE 14. Guaranty and warranty 26](#_Toc401905626)

[ARTICLE 15. Third party nuclear liability 26](#_Toc401905627)

[ARTICLE 16. Force majeure 27](#_Toc401905628)

[ARTICLE 17. Settlement of disputes 28](#_Toc401905629)

[ARTICLE 18. Liability 28](#_Toc401905630)

[ARTICLE 19. Confidentiality 30](#_Toc401905631)

[ARTICLE 20. Effectiveness and duration of the contract 30](#_Toc401905632)

[ARTICLE 21. Miscellaneous 30](#_Toc401905633)

[ARTICLE 22. Termination of the contract 31](#_Toc401905634)

[ARTICLE 23. Governing law 31](#_Toc401905635)

[ARTICLE 24. Legal addresses 31](#_Toc401905636)

[APPENDIX 1 – List of companies on rendering engineering services and engineering support of operation of Bushehr NPP (including alerted crew of experts) 33](#_Toc401905637)

[APPENDIX 2 – Application Form for sending specialists to ВNPP Site/Tehran 37](#_Toc401905638)

[Appendix  3 – Application Form for the Engineering Services at the Principal’s Request 38](#_Toc401905639)

[APPENDIX 4 – Procedures of the Principal and the Contractor interaction at services rendering General conditions for providing services by the Contractor 39](#_Toc401905640)

[APPENDIX 5 – Duties and job description of Contractor’s permanent specialists at the Site/Tehran 56](#_Toc401905641)

[APPENDIX 6 – Duties and job description of Contractor’s specialists in Tehran 57](#_Toc401905642)

[APPENDIX 7– Forms of Timesheet 61](#_Toc401905643)

[APPENDIX 8 – Shapes of the Contractor’s Monthly Report 63](#_Toc401905644)

[APPENDIX 9 – Certificate on Release of Year’s Retention 69](#_Toc401905645)

[APPENDIX 10 – Requirements to Qualification of the Contractor’s Specialists 73](#_Toc401905646)

[APPENDIX  11 - Schedule on Handover of works performed 74](#_Toc401905647)

[APPENDIX 12- Working Regulation for the Contractor’s Specialists at BNPP/Tehran 79](#_Toc401905648)

[APPENDIX 13-Working and Living Conditions of the Contractor's Specialist 80](#_Toc401905649)

[APPENDIX 14-Criteria for the Contractor’s specialist work evaluation 85](#_Toc401905650)

[APPENDIX 15 - Certificate of Performed Services Acceptance 86](#_Toc401905651)

[APPENDIX 16 – Sequence of determining the damage and loss inflicted to the Principal’s personnel, property, equipment and to BNPP-1 as the result of the Performer’s personnel intentional acts or negligence 87](#_Toc401905652)

[APPENDIX 17 – Reimbursement rates for the Contractor’s specialists 90](#_Toc401905653)

[APPENDIX 18- List of products envisaged by the norms of Protective and supplementary diet 106](#_Toc401905654)

[APPENDIX 19 Work-Order Form 107](#_Toc401905655)

Terms and definitions

| Term | Definition |
| --- | --- |
| Addenda to the Contract | Document(s) signed by and between the Parties in order to modify, supplement or emend the terms and conditions of the Contract. |
| Alerted crew | Specialists of the Principal and Russian companies dealt with technical support, who can be sent to BNPP as soon as possible (within 7 days), to solve urgent issues.  |
| Application | A written document containing the Principal request describing the type and scope of Services are required to be performed by the Contractor under the present Contract (see Appendices 2 and 3). |
| Between Overhauls period | Time between two consecutive (planned general and intermediate maintenance of the equipment) and also between the equipment commissioning and its first planned general maintenance.  |
| BNPP Operation Company | The company authorized by the NPPD for safe operation of the BNPP. |
| Bushehr NPP (BNPP) | Power unit WWER-1000/446 (one), constructed by Atomstroyexport Joint Stock Company (JSC ASE) under the contract with NPPD |
| Contract | The present Contract, its General Provisions together with Appendices for the whole scope of services. |
| Contract’ general provisions | Terms and conditions described in Articles 1 to 24 of the Contract. |
| Contractor | Rosenergoatom (REA) and its legal representatives, successors and assignees. |
| Contractor’s administrative and technical specialist | The Contractor’s staff sent to the BNPP Site or Tehran in order to organize the work of the Authorized Representative, experts and specialists of the Contractor, with the costs to be paid by the Contractor. The administrative and technical specialist are appointed by the Contractor. |
| Contractor’s Authorized Representative | The person designated by the Contractor, which has official permission to represent the Contractor, whom shall officially notify to the Principal. |
| Contractor's Bank | The Bank particulars of which are specified in this Contract, Moscow, the Russian Federation.  |
| Engineering services | A complex of engineering and consultative services, research and analytical works, elaboration of recommendations in the production and management areas, operation of facilities and equipment, realization of output. |
| Expert or specialist | The Contractor’s specialists or the Contractor’s subcontractor’s personnel sent to the Site/Tehran in order to carry out the Contractor’s Service and works under supervision of the Contractor’s Authorized Representative. |
| General Conditions of the Contract | Terms and Conditions specified in the Articles from 1 to 24 of this Contract  |
| IRI | The Islamic Republic of Iran.  |
| IRI | Islamic Republic of Iran  |
| Party or Parties | The Principal or the Contractor |
| Permanent Representatives | Contractor representatives which their period mission at the BNPP-1 site/Tehran for fulfillment of duties and job description (according to Appendix 6) in the frame of present contract requirements is not less than 1 year |
| Planned repair and maintenance | Scheduled activities on maintenance and repair of nuclear power plant equipment to be performed in compliance with approved annual and long-term time-schedules of the Unit maintenance and repair |
| Planned spare part and equipment | Those reserve equipment and spare parts belongs to unit 1 of BNPP that is developed based on operating experience and requirement of manufacturing and repair document that should cover the needs to fulfill the scheduled maintenance and repair activities for four years.  |
| Plant | Bushehr Nuclear Power Plant |
| Principal | NPPD, and its legal representatives, successors and assignees. |
| Principal's Bank | Central bank of IRAN |
| Principal's Representative | The person, firm or corporation designated by the Principal to perform the duties assigned to the Principal's Representative under the Contract.  |
| RF | The Russian Federation |
| Service | The Contractor’s Technical and Engineering Support that are required under the present Contract. |
| Site | Location of the units of Bushehr NPP in Bushehr, IRI |
| TAVANA | The company responsible for technical support of all NPPs in IRI. Duties and Responsibilities of TAVANA Co. shall be defined by the Principal. |
| Technical Commercial Proposal TCP | the Contractor’s offer for rendering particular services on Technical Support and/or Engineering Support based on the Principal’s Work order, which shall be in compliance with the terms and conditions of the Contract.  |
| Technical Support | Providing technical recommendations, assist, analysis, advice and consulting for safe, reliable and efficient operation of the equipment and/or systems of the BNPP, in addition to the contents or for clarification of the contents of design, manufacturing, commissioning and/or operational and repair and maintenance documentation. |
| Unplanned and emergency spare part and reserved equipment | Reserve equipment and spare parts belongs to unit 1 of BNPP that non supplying of them in a shortest possible time may endanger reliable operation or result in unit power reduction required to perform unforeseen and emergency repair activities at NPP ensuring its safety operation.  |
| Unplanned/emergency repair and maintenance | Repair and maintenance activities which cannot be envisaged before that required to put the equipment out of service in order to implement urgently compensatory measures and to remove deficiencies due to maintain equipment design functionality and shall be performed after malfunction detection, in order to recover serviceability or operability of the equipment. |
| Work-order | Written document containing statement of work to be completed (Technical Assignment), calendar plan, price and settlement terms, Parties obligations and other conditions. The work-order shall be signed by both Parties and is an integral part of the Contract Work-Order Form is available in Appendix 19. |

List of Abbreviations

|  |  |
| --- | --- |
| Abb. | Description |
| AFPS  | * Automated fire protection system
 |
| AIMDS  | * Automated individual dose monitoring system
 |
| APCS  | * Automated process control system
 |
| ARMS  | * Automated radiation monitoring system
 |
| ASKRO  | * Automatic environmental radiation monitoring system
 |
| BNPP  | * Bushehr nuclear power plant
 |
| CP  | * Cooling pond
 |
| CPS  | * Control and Protection System
 |
| CPS EE | * Electric Equipment of Control and Protection System
 |
| DDD | * Direct distance dialing
 |
| ECLCS  | * Emergency coolant level control system
 |
| EPSS  | * Emergency power supply system
 |
| ESFAS  | * Engineering safety features actuating cabinets
 |
| FA  | * Fuel assembly
 |
| FP  | * Fire protection
 |
| FSS  | * Full scope simulator
 |
| HP HTR  | * High pressure feedwater heater
 |
| HPT  | * High pressure turbine
 |
| I&C  | * Instrumentation and Control
 |
| ICSS  | * Initializing control safety system
 |
| ICUF  | * Installed capacity utilization factor
 |
| IDD | * Image-and-display device
 |
| IOPRS  | * Important operating parameters registration system
 |
| ISI  | * In service inspection
 |
| JSC  | * Joint stock company
 |
| LP HTR  | * Low pressure feedwater heater
 |
| LPT  | * Low pressure turbine
 |
| LRW  | * Liquid radioactive waste
 |
| M & R  | * Maintenance and Repair
 |
| MCDS  | * Monitoring, Control and Diagnostics System
 |
| MCR  | * Main control room
 |
| MFA  | * Ministry of Foreign Affairs
 |
| NMS  | * Neutron flux monitoring system
 |
| NPP  | * Nuclear power plant
 |
| NPPD  | * Nuclear Power Production and Development Company
 |
| PM  | * Preventive maintenance
 |
| PSA  | * Probabilistic safety analysis
 |
| RCD  | * Remote control device
 |
| RCPS  | * Reactor coolant pump set
 |
| REA  | * Rosenergoatom company
 |
| RI  | * Reactor installation
 |
| SAMG  | * Severe accident management guidelines
 |
| SBEOI  | * Symptom based emergency operating instructions
 |
| SG  | * Steam generator
 |
| SIRM  | * In core monitoring system
 |
| SPM  | * Scheduled preventive maintenance (overhaul)
 |
| TC  | * Training center
 |
| TCP  | * Technical and Commercial Proposal
 |
| TG  | * Turbine generator
 |
| TLSU  | * Top level system of the Unit
 |
| TM  | * Technical maintenance
 |
| TPTS  | * Engineering Software and Hardware Tools
 |
| VAT  | * Value added tax
 |
| WANO  | * The World Association of Nuclear Operators
 |
| WC  | * Water chemistry (water chemistry balance)
 |
| WWER  | * Pressurized water reactor
 |

Nuclear Power Production and Development Co. of Iran (NPPD Co.) duly represented by Mr. Mohammad Ahmadian NPPD Co. Managing Director, Vice-president of AEOI, hereinafter referred to as “Principal”, on the one hand, and Rosenergoatom (REA), being the Consortium Leader established according to the contract dated \_\_\_.06.2014 No\_\_\_\_\_\_\_\_ the company duly represented by Mr. S.I. Antipov, Deputy Director General, acting on the basis of Power of Attorneies No 9/109/2014-DOV dated 28.02.2014 and No \_\_\_\_-DOV dated \_\_\_.06.2014,hereinafter referred to as “the Contractor” on the other hand and hereinafter collectively called “the Parties”, have agreed to sign the present Contract, hereinafter referred to as “Contract” of the following.

# Objective of the contract

## The Contractor shall carry out Technical and Engineering Support for maintaining and enhancing nuclear safety and operation reliability and efficiency of functioning BNPP-1 as well as at new NPP Units with WWER-1000(1200) designing, construction and operation.

# Subject of the contract

## The Contractor undertakes to perform the works and render the following services under the present Contract and as per the Principal’s request:

* technical support for operation of BNPP Power Unit No.1 with reactor plant WWER;
* engineering services, including, but not limited to, the services on BNPP-1 operation, maintenance and repair (hereinafter referred to as the Services);
* organizational support in establishing TAVANA Co. company;
* technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation.

## The Principal undertakes to accept and pay the performed works and rendered services under provisions of the present Contract.

The subject of the present Contract is rendering Engineering and Technical Support by the Contractor to the Principal for safe, reliable and efficient operation of the BNPP-1 and provision of rendering Services associated with including, but not limited to, operation, maintenance, repair and upgrading of BNPP-1 (hereinafter referred to as “Services”) to the principal and assistance to establish TAVANA Co.

# Scope of services

## The non-limited list of areas of the Contractor’s Services is as follows:

### In-core nuclear fuel management including, amongst others, long-term nuclear fuel management strategy (long-term strategy for nuclear fuel consumption, mobility, etc.), organization and support of the scheduled/unscheduled nuclear fuel reloading scheme.

### Thermohydraulic analysis and accident analysis, including living PSA.

### Nuclear fuel and related technologies including related to feed-back in the field of operational experience and utilization of different types of nuclear fuel.

### Non-destructive test of nuclear power plant components, including reactor and steam generators.

### Monitoring, alarming and diagnostics systems, vibration diagnostics, equipment failures analysis, leakage diagnostics; technical maintenance of the Russia-supplied diagnostics systems.

### WWER upgrading, including:

* ICUF increase;
* fuel assemblies upgrading aimed to increase the fuel operating cycle (from 12 months up to 18 months) changeover to 18 months fuel cycle;
* Summary analysis of information on upgrading of the Russian NPP units with WWER-1000 aimed at increasing of the unit safety, reliability and ICUF, and provision of the above mentioned information to the Principal to be used in the operation of unit 1 of BNPP.

### Nuclear wastes management and radiation protection.

### Technical Support and consultation during designing, construction and operation of WWER – 1000(1200).

### Exchange of operational experience related to WWER-1000 units, including: development of operational documentation, in particular of symptom-based emergency operating instructions (SBEOI) and severe accident management guidelines.

### Technical support and consultation during repair and maintenance preparation and performance including:

* steam generator replacement;
* steam generator collectors' upgrading and sealing;
* development of maintenance and repair documentations.

### Training of the Principal’s specialist, conduct of psychophysiological examination of the Principal’s licensed specialist; establishment of psychophysiological testing laboratory for licensed stuff at BNPP-1 training center.

### Planning and development of schedule repair and maintenance works in order to reduction of the BNPP-1 outage.

### Investigation of the causes of failures (root cause analysis) in the equipment operation.

### Trend analysis of the equipment technical condition.

### Conduct of independent inspections of REA experts at BNPP.

### Operating data exchange with respect to events, failures and accidents, remedial activities and actions implemented to prevent their recurrence in future.

### Life Management/extension of the NPP equipment.

### Involvement of REA specialists and its subcontractors in the works performed at the BNPP site during maintenance preparation, conduct, and repair of BNPP- 1 (routine, medium and overhaul).

Analysis and evaluation of the reactor vessel surveillance specimen.

### Exchange of information on the units’ performance indicators.

### To organize participation of Iranian specialist at annual seminars on Russian NPPs’ sites on such topics as operation, maintenance and repair, upgrading, technical assistance.

### Providing the Permanent Representatives among the list of companies stipulated in Appendix 1 for operation supervision on the basis of the Principal request.

### Assistance in performing Unplanned/emergency repair and maintenance at the shortest time by qualified manufacturing experts on the basis of the Principal request.

### Review, assessment and validation of the analysis made by the Principle.

### Supply of the required computer codes and softwares including training of Principal specialist, including computer-controlled operation support system based on the Unit 3D models.

Assistance in verification and validation of computers codes and software’s developed by Principal

### Conduct of special training courses and on- job training for the Principle’s specialist in the field of Technical Support and Engineering Services.

Submission of detailed data regarding any calculations/analysis, including computer modeling of systems/equipment.

### To equip of BNPP Training Centre with additional training software and necessary training materials.

### Assistance to establish and control of aging degradation management for systems/structures/equipment of the BNPP-1.

### Assistance on development of an efficient surveillance and equipment qualification program.

Development of the program, safety assessment and rendering support in Unit No.1 changeover to 6-8 years cycle of technical inspection of main NPP equipment of group A, B and 12-16 years cycle for group C as per PNAEG-7-008-89

### The Contractor shall render services by sending specialists to Principal’s offices (Bushehr NPP/Tehran). These specialists shall give necessary consultancy in establishment of the Technical Support Organization.

### In order to gain the technical experience, during the rendering services for the BNPP in Russian Federation (REA/Subcontractors) and based on the Principal request, the Contractor shall engage the Principal’s specialist in the related activities.

Supply of special consumable materials, Unplanned and emergency spare part and reserved equipment including KWU equipment integrated into the unit 1 of BNPP (it is proposed to delete here and to include into a separate contract).

## The list of engineering services to be provided by the Contractor to the Principal, its scope and required number of the Contractor’s specialists during operation of unit 1 of BNPP, during overhaul and in between overhauls period should be specified in additional orders of the Principal.

The scope of services shall be calculated as a number of specialists multiplied by the number of months.

## The scope of services to be provided by the Contractor for Technical and Engineering Support shall be specified based on the Principal’s Work order.

3.3.1 The scope of services shall be calculated on the basis of the reimbursment rate of the Contractor’s specialist and technical and commercial proposal (TCP) approved by the Principal.

## The non-limited list of the Contractor’s subcontractors under i.3.2 and i.3.3 and their specialization is specified in Appendix 1 to the Contract. The Contractor may involve also additional subcontracting organizaitons, the list of which shall be drawn up as an Addendum to the present Contract.

## The cooperation issues shall be revised and complemented annually by both Parties and all changes shall be included in Addenda to the Contract.

# General conditions for providing services and procedure of interaction

In conformity with the subject of the Contract, the Contractor shall provide services to the Principal in the following areas:

1. Technical and Engineering Support for operation;
2. Technical and Engineering Support for repair and maintenance;
3. Carrying out upgrade of systems and equipment of BNPP-1.

Supplying the Unplanned and emergency spare part and reserved equipment (to be mentioned in another Contract).

1. Assistance in performing the Unplanned/emergency repair and maintenance.
2. Assistance to establish the Technical Support Organization (TAVANA Co.)
3. Rendering services at Principal’s specialists sending to RF
4. Technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation.

Technical and engineering support of operation

### The Contractor can render Services on technical and engineering support of operation with forces of:

* the Contractor’s specialists permanently working at BNPP Site;
* the Contractor’s specialists set to IRI for the short period of time (for the period not exceeding 90 days), to render engineering services and technical support;
* the Contractor’s specialist/specialists urgently sent to IRI;
* RF organizations without sending to IRI;

### To render long-term services on technical support of BNPP operation, the Contractor’s authorized representative (representatives) the Contractor’s permanent specialists shall be sent to the Site/Tehran. The Contractor’s authorized representative shall arrange Services rendering under this Contract at BNPP Site/in Tehran.

### The list of the personnel, who may be involved in technical support of BNPP operation on the permanent basis during the first year of this Contract execution, shall be determined by the Principal in the Application for sending specialists (Appendix 2). Involvement of every Contractor’s specialist in works shall be performed by the Principal in compliance with the certain time periods specified in this Application Form.

### Functions and responsibilities of the Contractor’s permanent representatives are specified in Appendix 5.

### The Principal shall sent to the Contractor officially the list of the Contractor’s permanent personnel, who will be involved in works during the second, third, fourth and fifth years no later than five months before the next year of the Contract execution starts.

### The procedure of the Contractor and the Principal interaction at technical and engineering support of operation includes the following variants (Appendices 4.1.1; 4.1.2; 4.1.3; 4.1.4):

* sending the Contractor’s specialists for permanent work at the Site,
* short term (for the period not exceeding 90 days) sending of the Contractor’s specialists,
* urgent sending of the Contractor’s specialists,
* services rendering at place of the Contractor’s specialists permanent work.

### List of organizations on rendering engineering services and technical support at BNPP operation is available in Appendix 1.

### During the Services rendering period set forth in the working time-schedule, the Contractor shall also render Services based on the Principal’s requests or lists of questions, issued in the agreed format and sent by official letter by fax and e-mail. Any notification, request, agreements, consent, approval or permit to be submitted by one Party to another in compliance with the Contract terms and conditions shall be sent in the form of a written document certified by signatures of the Parties representatives.

### The Contractor’s specialists contractually employed at BNPP Site/Tehran may, represent the basic equipment manufacturers by the Contractor’s decision that shall not impede performance of their duties under this Contract. They may also be sent to other enterprises in IRI provided the expenses associated with such business trips including transportation, hotel accommodations, meals, medical service, and daily allowances shall be paid by the Principal. These days are considered to be working days and shall be paid in running order.

Technical and engineering support of maintenance and repairs

### To render services on maintenance and repair support, the Contractor shall use both its permanent representatives at the Site and also the specialists sent for the short time (for the period not exceeding 90 days) from the organizations, the list of which is available in Appendix 1 to the present Contract.

### The procedure of the Contractor and the Principal interaction at technical and engineering support of maintenance and repair is described in Appendix 4.2.1, 4.2.2 and 4.2.3.

### The Contractor shall ensure planning and development of the registers on scopes of maintenance and repair activities, for their efficient performance.

### The membership of the team of specialists shall be defined by the Principal in the Application Form for sending specialists (Appendix 3). The time periods and possibility of sending specialists shall be agreed with the Contractor. Involvement of every Contractor’s specialist in works shall be performed by the Principal in compliance with the certain time periods specified in this Application Form.

Technical and engineering support of BNPP systems and equipment upgrading

### The planned topics for technical and engineering support of operation, including BNPP systems and equipment upgrading, are specified in Article 3 of this Contract.

### The list and scope of services on upgrading to be rendered by the Contractor shall be specified in additional Applications of the Principal.

### The procedure of the Contractor and the Principal interaction at rendering services on upgrading is described in Appendix 4.3.1.

 Assistance at unplanned/emergency repair and maintenance performance

### The Contractor may solve operating issues and render services on assistance at unplanned/emergency repair and maintenance performance in the form of consulting and giving recommendations to the Principal.

### The procedure of the Contractor and the Principal interaction at assistance in unplanned/emergency repair and maintenance performance is described in Appendix 4.4.

### The procedure of the Contractor and the Principal interaction at support of repair, including unplanned ones and maintenance without sending the Contractor’s specialists to IRI is described in Appendix 4.2.3.

### The Contractor shall arrange interaction and obtaining technical support from the relevant specialists in RF. Based on the results of equipment units troubleshooting and consultations with the Contractor, NPP management shall take a decision on the scope and terms of performance of works on its serviceability or operability recovery.

### Upon coordination of the Principal’s application for performance of work, the Contractor, without waiting for receiving the letter of order and Technical Assignment approval, shall start services rendering and arranges (if required) either urgent short-time sending of specialists to IRI or work performance in RF.

Assistance to establish Technical Support Organization (TAVANA Co.)

### To establish Technical Support Organization (TSO) – Tavana Co. company, the Contractor shall interact with the technical support organization through participation of its specialists. The Contractor’s specialists shall be sent to Tehran for services rendering. These specialists shall give required consultations on establishing Technical Support Organization.

### The Principal shall define the membership of the specialists team in the Application for sending specialists (Appendix 2). Involvement of every Contractor’s specialist in works shall be performed by the Principal in compliance with the certain time periods specified in this Application. The procedure of the Contractor and the Principal interaction at sending the Contractor’s specialists for assistance in TSO establishing is described in Appendix 4.6.

### Functions and duties of the specialists rendering services in Tehran are specified in Appendix 6. Appendix 6 contains also approximate labor expenditures of the Contractor’s specialists for 5 years period. Taking into account the broad scope of the issues to be solved, the Contractor may send to Tehran a team of specialists without exceeding the defined labor expenditures.

4.6 Services on support of operation at the Principal’s specialists sending to RF

### Services on operation support may be rendered by the Contractor at place of permanent work in RF, at the same time, the Principal’s personnel obtains services in RF. The procedure of the Principal and the Contractor interaction, if the Principal’s specialists visit to RF is planned, is described in Appendix 4.6. The list of services to be rendered by the Contractor to the Principal, their scope and the period for which the specialists are to be sent shall be defined based on the Principal’s Application (Appendix 3).

Technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation.

### The list and scope of the services rendered by the Contractor on technical support and consulting at new NPP Units with WWER-1000 or WWER-1200 designing, construction and operation shall be specified in additional Applications of the Principal. The list of the required Contractor’s specialists, time periods for their sending shall be determined based on the Principal’s Applications (Appendix 2 and Appendix 3).

### The procedure of the Contractor and the Principal interaction at rendering services on technical support and consulting at new NPP Units with WWER-1000 or WWER-1200 designing, construction and operation is described in Appendix 4.7.

4.2 In the event of emergency cases, endangering the safety or protection of persons, the Unit or the property of the Unit, the Principal shall promptly notify to the Contractor by any available communication for receiving the Technical or Engineering Support for mitigation and remedy of such threatened damage, loss or injury. (to be included into another Contract) Upon receiving notification, the Contractor shall arrange interaction and rendering technical support from relevant RF specialists within 1 day.

Simultaneously within 1 day, the Principal shall send to the Contractor the drawn up request for rendering services. In case of necessity to send the Contractor’s specialists to BNPP Site, the request shall envisage the advance payment in the amount of 50% of the works price.

Based on results of the equipment and units faults detection and consultations with the Contractor, NPP management shall take a decision on the scope and terms of works on its serviceability or operability recovery.The contactor is obligated to appropriate immediately response and necessary measures to the aforementioned principal notification. In this case, the cost of the Contractor’s service shall be agreed upon by the Parties based on the terms and conditions of the present Contract after fully removal of the imposed endangers(to be included into another Contract).

4.3 On the basis of the Principal request, the contractor shall provide Planned spare parts and reserved equipment and perform Planned repair and maintenance under the terms and conditions of the separate contracts(to be included into another Contract).

4.4 On the basis of the Principal request, the contractor undertake to provide the Unplanned and emergency spare part and reserved equipment with required documents via REA’s warehouse/RF NPPs or submitting immediately manufacturing order to BNPP-1 equipment suppliers and finally deliver to BNPP-1 as soon as possible(to be included into another Contract).

4.5 In order to establish TAVANA Co., the Contractor cooperates in TSO’s activities through participation of its experts. The relevant duties and job description of the contractor specialist in Tehran are described in Appendix 6 (Table 6.2).

# Obligations of the Principal

## Before the specialists are assigned to render the Services to the Principle under Article 3, the Principal shall submit to the Contractor the Work order Application, which includes, among others, description of the required Services, qualification, enterprise, duration of employment, etc. (See Appendix 2).

## The Principal shall assist the Contractor, to the possible extent, in obtaining all necessary information and documents in written form to ensure that the Contractor’s specialist can enter Iran in accordance with legal requirements for entry and stay.

## The Principal undertakes to ensure access of the Contractor’s specialists, as required, to all available regulatory and supervisory documents. All the above mentioned documentation, if available, shall be provided in English or Russian. The Principal shall also provide the Contractor with access to the site building structure.

## The Principal is entitled to check the working capability, discipline of the dispatched experts on regular or random basis.

## The Principal reserves the right to request the Contractor to replace any of the assigned Contractor’s specialists at any time during the performance of the Contract. Such a request, however, shall be based on reasons and supported by substantiating facts (e.g. insufficient qualification level, serious violations of the company’s internal rules, and breach of public order).

## The Principal undertakes to provide the Contractor’s specialists with office premises and all necessary working facilities at the Principal’s expense, such as computer per each specialist, shared fax machine, shared printer and copy machine, e-mail, IDD and international telephone line only for authorized representative of the Contractor at the contractor’s expense, personal protective equipment and work overalls. Videoconferences and electronic messages associated with the on-site available services, as well as IDD and DDD telephone calls made to the suppliers of equipment and services upon the Principal’s request shall be paid by the Principal.

## The Principle undertakes to provide each Contractor’s Permanent Representatives and its family members and each assigned expert with family houses or single units in Morvarid Camp with a kitchen, bathroom with a bath and shower, including, cold and hot water, toilet, one-man bedroom with air conditioners as well as with equipment as per Appendix 13. In case of the equipment failure, its repair and replacement shall be performed at the expense of the Principal.

The Principal undertakes to provide each Contractor’s expert sent to Tehran with an apartment or a single room in a four-star hotel with the similar equipment.

In case of the Contractor’s specialist staying at RF trade representation area in Tehran, the Contractor’s rental expenses shall be paid by the Principal in the amount of single room price in a four-star hotel against an invoice submitted by the Contractor.

## Assigned specialists are supposed to make their meals at their own expenses with the ready-made furniture in the kitchen. Besides, the dispatched specialists are entitled to have their meal at their own expenses at the public canteen of the Principal.

## The Principal shall, at the Principal’s expense, timely meet and see off the dispatched specialists and permanent representative’s family members at the Tehran International Airport and Bushehr domestic airport, as well shall take care of their luggage and provide for the Contractor’s specialist transfer between residential area and Bushehr NPP site and over Bushehr NPP site territory (see Appendix 13).

Technically fit transport vehicles (bus) with drivers shall be provided for the assigned specialists’ travel to the working place on BNPP site and back to the residence place in Bushehr before the beginning and after ending of a working day.

In Tehran, the Principal shall ensure the Contractor’s specialist transportation to their workplaces and back to their residence place before the beginning and after ending of a working day.

## Assigned experts, permanent representative and family members shall be provided with medical services out patiently at Shahed polyclinic in Morvarid camp, in Bushehr and in Tehran at the Principal’s expense. The services like installation of dentures and glasses purchasing for the Contractor’s assignees shall be effected at their own expense. The assigned specialist and family member with acute pain or serious illness will be transported to emergency hospital of the Principal as quickly as possible. The expenses for hospital treatment will be reimbursed by the Contractor. If an injury occurs to the Contractor’s specialist during the working time due to the Principal’s fault, all the expenses associated with the medical treatment, prosthetic appliance and material compensation for the health injure of the Contractor’s expert are to be covered by the Principal (See Appendix 13).

## The Principal at its own expense shall arrange annual medical examination of the experts or specialists who will stay at BNPP site/Tehran over 1 (one) year and put the examination reports on personal record.

## If any of the Contractor’s assignee dies while staying in Iran, the Principal undertakes to develop a package of necessary documents and transport the body of the deceased to Moscow at the expenses of the Contractor.

## The Principal shall provide to the Contractor's specialists, who perform their work within the harmful condition with the protective and supplementary diet served at BNPP Site according to Appendix No. 18.

## The Principal shall provide monthly personal accounting and control of visiting by the Contractor's specialist of the Controlled Access Area as well as submitting of Certificate of Radiation Burden of the Contractor's specialist for each year on the request of the Contractor.

## The Principal undertakes to appoint the concerning persons as the Principle’s Representatives, who on behalf of the Principal shall be responsible for all the works arrangement, coordination, reviewing and signing the relevant documents with the Contractor for any matters arising from and in connection with the implementation of the present Contract upon the completion of the works.

## The working conditions and accommodation of the Contractor’s administrative and technical specialist shall the same as those stipulated for the Contractor’s experts in accordance with the Article.

# Obligations of the Contractor

## The Contractor undertakes to select qualified specialists according to the requirements of the Principal (according to Appendix 10) and send by fax the names and qualifications of the candidates to be dispatched to Iran for the review and approval by the Principle.

## According to the feedback opinion from the Principal, the Contractor shall inform the certain persons and make sure that all the specialists finally selected by the Principal are ready for the departure to the I. R. of Iran.

## The Contractor shall be responsible for obtaining all travel documents and visas for the assigned specialists. The Principal undertakes to provide assistance in obtaining the visas, such as timely presenting the letters of invitation.

## At least 5 days before the departure, the Contractor shall send personal information by fax, which indicates the names and positions of experts, as well as copies of their passports and arrival notice: departure time, destination, flight No., the authorized representative for each group.

## The Contractor on their own shall take measures for getting employment permits for the Contractor’s specialist issued by the respective authorities. However, the Principal shall show assistance to the Contractor in this respect.

## During the performance of the Services envisaged in the present Contract, the Contractor, upon agreement with the Principal, can recall and replace its assigned specialist with other assignees with the same qualification because of health condition or other reasons. The Contractor undertakes to bear all charges connected with the recall and replacement of the specialist.

## The Contractor’s assignees shall be educated to observe the laws of Iran and respect the customs, laws, decree, regulations, orders, licenses, permits, and other official provisions valid in Islamic Republic of Iran and traditions existing in Iran, fulfill regulations in force in the Iranian organizations, as well as office routine, safety manuals and other rules, with which they will be acquainted in these organizations.

If any of the Contractor’s assignee dies while staying in Iran, the Principal undertakes to develop a package of necessary documents and transport the body of the deceased to Moscow at the expenses of the Contractor

## Work schedule of the Contractor’s specialist is given in Appendix 12.

## The Contractor undertakes to appoint specialists and also to designate its Authorized Representative and shall officially notify to the Principal. The Contractor’s Authorized Representative is also responsible for making the arrangement and coordination of interaction with the Principal.

## The Contractor shall at its own expense provide its assigned experts with the medical insurance and casualty insurance.

## The Contractor’s specialists involved in rendering Services under the Contract and managers, undertake to work in close collaboration in the framework of the Contract, taking into account competence and limitations of the Iranian legislation or other official documents accordingly.

## The Contractor shall adhere to the rules and regulations of the BNPP related to safety and radiation protection. The specialists of the Contractor shall work in accordance with the requirements of Iranian specialists in the area of radiation protection. It is imperative to the Contractor’s specialists to receive training related to safety and radiation protection before carrying out the assignments under the Contract.

Provided radioactive contamination of the Contractor’s specialist occurs due to its incompliance of the radiation protection instructions, the fact shall be investigated by the Commission, the results of such investigation findings shall be made in writing prior to departure of the above specialist from BNPP site.

The aforementioned Commission shall consist of the representatives of the Parties: NPPD and authorized representative of REA at BNPP site.

All taxes and duties in accordance with Article 9 of the Contract shall be paid by the Contractor.

## The Contractor shall be responsible for timely fulfillment of its obligations under the present Contract.

## The Contractor is responsible for any damages inflicted to its specialist, property and subcontractors during performance of the present Contract.

## The Contractor is responsible for damages due to the non-observance of all applicable laws, regulations and official decrees of Iran and BNPP-1 Site.

## The Contractor is responsible for damages inflicted to the specialist and properties of the Principal’s due to its performance of the obligations under the present Contract.

## The Contractor is responsible for any damages or injuries as result of its Services for performing the Technical and Engineering Support under the present Contract confirmed by the Committee working in compliance with the Provision available in Appendix 16.

## The Contractor shall be responsible for observing the regulation of nuclear safety, radiation safety, fire safety and industrial safety and respective consequences during the performance of the services under this Contract.

## The contractor shall provide monthly report in accordance with the format defined in Appendix 8 for the permanent staff. For the contractor temporary staff, the report shall be handed over to the Principal upon completion of the work.

## Summarized limit of Contractor’s liability per calendar year for all items 6.15; 6.16; 6.17; 6.18; 6.19; 6.20 in terms of money shall not exceed 10%

# Price of the Contract

## The total estimated ceiling price of the Contract for 5 years is Euro …………..(……… . Euro). The final price of the Contract shall be based on the actual Services rendered by the Contractor and approved by the Principal.

## Cost of Services for each trend of activities shall be calculated as follows.

Technical and Engineering Support of operation

Sending the Contractor’s specialists for permanent work at NPP Site

The amount of Services for the Contractor’s permanent specialists on Technical and Engineering Support shall be calculated based on the reimbursement rates (grades) for Contractor’s specialists described in Appendix 17.1 and approved Timesheet by the Principal as per Appendix 7.1. Total Cost of Services per each month shall be confirmed by signing two copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal; simultaneously the certificate shall be signed on retained portion of payment as retention for good performance guaranty.

Short-term sending the Contractor’s specialists

The amount of Services on Technical and Engineering Support rendered by the Contractor’s specialists sent to BNPP Site for the short time shall be calculated based on the reimbursement rates (grades) for Contractor’s specialist described in Appendix 17.2 and approved Timesheet by the Principal as per Appendix 7.2. Total Cost of Services per each month shall be confirmed by signing two copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Urgent sending the Contractor’s specialists to IRI

To arrange for fast (within 7 calendar days) sending the Contractor’s personnel for urgent short-term (not exceeding 30 days) rendering of engineering services under conditions when the Principal considers the matter to be urgent and the above specified terms are not predictable or planned, the procedure of interaction between the Principal and the Contractor is described in Appendix 4.3 The cost of Services rendered by the Contractor’s specialists in this case shall be calculated based on the fact that the reimbursement rate for urgently sent specialists increases by 1,5 (one and a half) time relatively to the rate at usual sending.

The amount of Services shall be calculated based on the reimbursement rates (grades) for Contractor’s specialists specified in Appendix 17.2 multiplied to coefficient 1,5 and approved Timesheet by the Principal as per Appendix 7.2. Total Cost of Services per each month shall be confirmed by signing two copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Rendering Services without sending the Contractor’s specialists to IRI

The cost of the Contractor’s Services on technical and engineering support based on the Principal’s Application shall be calculated as per the type and the scope of Services specified in the Application and cost of the stages described in the relevant Work-order signed by the Parties. The total cost of the Services per each stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Technical and Engineering Support of maintenance and repairs

Sending the Contractor’s specialists for permanent work at NPP Site

 The cost of the Services rendered by permanent Contractor’s specialists on technical and engineering support of maintenance and repairs shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists for this type of works and approved Timesheet by the Principal as per Appendix 7.1. Payment for the rendered Services shall be made on the monthly basis. The total cost of the Services per each month shall be confirmed by signing the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Short-term sending the Contractor’s specialists

The cost of Services rendered by temporarily sent Contractor’s specialists (not more than 90 days) on technical and engineering support of maintenance and repair shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists for this type of works and approved Timesheet by the Principal as per Appendix 7.2. The total cost of the Services shall be confirmed by signing the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal. The payment for Services shall be made on a one-time basis upon the Service rendering completion.

In case of necessity of urgent short-term (not exceeding 90 days) sending of specialists on technical and engineering support of maintenance and repairs, the reimbursement rate for urgently sent specialists shall be increased by 1,5 (one and a half) time relatively to the reimbursement rate for the routinely sent specialists.

Rendering Services without sending the Contractor’s specialists to IRI

The cost of the Contractor’s Services at maintenance and repairs support, including unplanned ones without sending the Contractor’s specialists to IRI, shall be calculated based on the Principal’s Application on the basis of reimbursement rates (grades) for the Contractor’s specialists for this type of works and volume of labor expenditures and specified in the relevant Work-Order signed by the Parties. The payment for Services shall be made on a one-time basis, after approving the developed documents by the Principal. The cost of the Services shall be confirmed by signing the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

In case of necessity to render assistance at unplanned/emergency maintenance and repair performance, the reimbursement rate (grade) for the specialists shall be increased by 1,5 (one and half) time relatively to the reimbursement rate of the Contractor’s specialists for this type of works.

Technical and Engineering Support of BNPP systems and equipment upgrading

The cost of the Contractor’s Services on technical and engineering support based on the Principal’s Application shall be calculated as per the type and scope of Services specified in the Application and cost of the stages described in the relevant Work-Order signed by the Parties. The total cost of the Services per each stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Assistance in unplanned/emergency repair and maintenance performance

The cost of the Services rendered by the Contractor’s specialists on rendering assistance at unplanned/emergency maintenance and repair performance shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists specified in Appendix 17.2, approved Timesheet by the Principal as per Appendix 7.2 and taking into regard multiplying coefficient 1,5 and submitted relevant Work-order signed by the Parties. The total cost of the Services per month stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal. Payment of services shall be made on one-time basis, upon the service rendering completion.

Assistance to establish Technical Support Organization (TAVANA Co.)

The cost of Services rendered by the Contractor’s specialists on establishment of Technical Support Organization shall be calculated based on the reimbursement rates (grades) for the Contractor’s specialists specified in Appendix 17.1 and approved Timesheet by the Principal as per Appendix 7.1. The total cost of the Services per month stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Services at the Principal’s personnel sending to RF

The cost of the Contractor’s Services at the Principal’s personnel sending to RF by operation trend shall be calculated based on the Principal’s Application as per the type and scope of the Services specified in the Application and cost of Services described in the relevant Work-Order signed by the Parties. The total cost of the Services per each stage shall be confirmed by signing 2 copies of the “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Services on technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation

The cost of the Contractor’s services on technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation based on the Principal’s Application shall be calculated as per the type and scope of Services specified in the Application and cost of stages defined in the relevant Work-Order signed by the Parties.

7.3 The amount of the Contractor’s Services on Technical Support and Engineering Support based on the Principal’s Work order shall be calculated according to the type and scope of Services indicated in the Work order and reimbursement rates presented in the Appendix 17 and approval of the “Certificate of Rendered Services” (Appendix 15) by the principal.

# Terms of payment

## Payments for the Contractor's services shall be effected by the Principal to the Contractor through the documentary Letter of Credit (DLC) in accordance with the terms and conditions of the present Contract. The DLC shall be opened or increased by the Principal in favor of the Contractor for the required amount of each year based on the Uniforms Customs Practice for the DLC published No.600 by International Chamber of Commerce (UCP 600).

### Payments to the Contractor’s permanent specialist for rendered Services providing Technical and Engineering Support stipulated in Article 3 the Paragraph No. 3.2 shall be effected by the Principal based on the following documents and procedure as per Appendix No. 11:

* Signed commercial invoice in two originals and two copies.
* Certificate of Performed Services Acceptance approved by the Principal in two originals and two copies (the format of the certificate is specified in Appendix No.15).

8.1.2 Payments for the Contractor for Services on Technical and Engineering Support based on the principal’s Work order stipulated in the paragraph No. 3.3 shall be effected by the Principal against the following documents and procedure as per Appendix No.11:

Signed commercial invoice in two originals and two copies.

Certificate of Rendered Services approved by the Principal in two originals and two copies (the format of such certificate is specified in Appendix No.15).

## All bank charges related to the present Contract incurred in Iran shall be covered by the Principal and outside of Iran shall be borne by the Contractor.

## The Services rendered by the Contractor’s permanent specialists on technical support of operation, maintenance and repair, as well as services on assistance to TAVANA Co company and technical support and consulting at new NPP Units with WWER-1000(1200) designing, construction and operation shall be paid in amount 90% of each payment sum. 10% (ten percent) of each Contractor's invoices shall be deducted by the Principal as retention for good performance guaranty and will be released as follows:

### 50% (fifty percent) of the retained retention money of the Contractor invoices on the Technical Support of Operation as well as on Technical Support of Maintenance and Repair performed by the Contractor’s permanent specialist as described in the Paragraph 3.2 shall be released within 45 days after elapse of a period of 1 month 6 months from the completion date of the Services rendered by the Contractor against submission of the approved Certificate on Release of Retention by the Principal in accordance with Appendix No.9 along with the Contractor’s invoice.

### The remaining 50% (fifty percent) out of the said 10% retention shall be released not later than 45 days after successful completion of rendered services at the end of reporting year of the present Contract on the basis of issuance of relevant Contractor's invoice and confirming Certificate on Release of Retention by the Principal in accordance with Appendix No.9.

## Retained retention for the performed Services on Technical and Engineering Support provided by the Contractor based on the Principal’s Work orders The Services rendered by the Contractor’s specialists on technical and engineering support as per the Principal’s Applications shall paid in amount 90% of each payment sum. 10% (ten percent) of each Contractor's invoices shall be deducted as retention for good performance guaranty and will be released within 45 days at the end of guaranty period, against submission of the approved Certificate on Release of Retention by the Principal, together with the Contractor's invoice.

## The Services rendered by the Contractor’s specialists during short-term sending, urgent sending, during unplanned/emergency repairs performance, services rendered in RF at the Principal’s personnel sending shall be paid in amount 100% of each payment sum without retention for good performance guaranty.

## For performance control of the works performed by the Contractor’s specialist involved in Technical Support of Operation, the Contractor’s specialist salary will consist of two parts: one part is fixed and amounts to 60% of the monthly payment, and the second part is variable and amounts to 40% of the monthly payment respectively.

### Nevertheless, the amount of the Contractor’s monthly invoices will be paid to the Contractor in full volume with taking into account conditions hereof.

### The Principal on a monthly basis, upon expiry of the current month shall issue the Order on Decrease or Increase in the Variable Part of the Contractor’s Specialist Salary, according to the specialist work evaluation criteria specified in Appendix No. 14, and shall advise it to the Contractor.

### The Contractor, on the basis of the Principal’s order, shall issue annually its order on decrease or increase in the variable part of the Contractor’s specialist salary to be sent to the Principal for notification.

## The payments under this Contract may be effected in favor of the Contractor by the Principal in Euro, US Dollars or Russian Rubles according to the rate set by the Central Bank of Russia at the date of payments.

# Taxes and duties

## The Contractor shall pay all taxes, customs duties and other fees applicable and imposed in Russia during the Contract execution.

## Consular fees levied from the Contractor by IRI Embassy or Consulate in Russia due to the Contract execution shall be paid by the Contractor.

## The Contractor pay all Iranian legal taxes and duties, including both dollar and rial parts, for instance, payments both in Euro and in rials, and namely:

* income taxes and duties for social insurance for obtaining the social insurance certificate,
* as well as any fees for obtaining and issuance of work permits and residence permits regarding the Contractor’s specialists employed to work in Iran for the purpose of the Contract execution.

## After the Contractor has submitted the invoices and other documents for payment in compliance with Article 8 of this Contract, the Principal shall:

* submit IRI direct tax in the amount of 3% for deduction;
* make payment of the invoices after direct tax deduction,
* submit the certificates on expenses incurred, invoices and certified copies of the source documents to the Contractor, and namely:
* the copy of the document confirming direct tax payment in IRI certified by signature of the authorized person and stamp of the company;
* itemization of the paid tax sum per each invoice separately, signed by the authorized person of the Principal and certified by the stamp of the company.

The copies of the documents shall be of high quality allowing to read the text. The mentioned documents shall be submitted by e-mail within 10 working days from the moment of payment and immediately in a hard copy with the accompanying letter of the Principal.

The Principal shall make all payments under the Contract after relevant taxes and duties deduction, with submission of certificates on expenses incurred invoices and certified copies of the source documents to the Contractor.

## In case of any changes in the taxation after signing of the present Contract, the Parties shall adjust and modify the Contract price accordingly.

## The Contractor shall comply with the applicable Iranian tax legislation.

# Language

## English shall be the official language for the present Contract and for all documents of payments between the Contractor and the Principal.

## Russian shall be the working language used on site during rendering of services (language of verbal communication between the Contractor’s and the Principal’s (NPPD) experts or specialists).

## All technical documentation presented by the Contractor shall be given in English and Russian language.

# Coordination

## This Article defines general principles of coordination for the implementation of the present Contract

## The Parties shall authorize their respective representatives to coordinate all activities during the implementation of the Contract and may also authorize other representatives stayed in Russia or in Iran to deal with matters related to the Contract within their respective scopes of responsibility.

## The information related to the authorized representatives (including, amongst other things, names, sex, telephone No., fax No, e-mail address, etc) shall be presented to each other by both Parties within two weeks after the date of signing of the Contract.

## The method of communication used by the Principal and the Contractor shall be through different channels, e.g. correspondence, letters, fax, e-mail, personal contacts, meetings, telephone, etc.

## Communications on management, commercial and technical issues could be conducted verbally or by electronic means including e-mail at first for the sake of convenience and speediness. Afterwards they shall be officially confirmed by legible writing forms.

# Suspension of obligations

## During implementation of this Contract, the Principal shall have the right to suspend the rendering of services or any portion thereof by giving to the Contractor a written notice thereof by fax 7 (seven) days prior to the effective date of the suspension. The written notice shall specify the portion of the services to be suspended and the effective date of suspension and the estimated date of resumption, if possible. The original copy of suspension notice shall be sent to the Contractor by registered airmail thereafter or is handed-over to the Contractor’s representative.

## Upon the Principal notification, the Contractor shall suspend rendering of services specified in accordance with the notice and use its best efforts to minimize the impact of the suspension with the assistance of the Principal. However, the Contractor shall continue to carry out all unsuspended rendering of services.

## If the above suspension is caused by reasons for which the Contractor is responsible, then the Contractor shall correct its imperfection or mistake in performing its obligations under the Contract or eliminate deviation from the quality standards specified in the Contract which caused the suspension and resume the rendering of services as soon as possible without any extra costs to the Principal and/or extension of the Project Schedule as well as the Contractor's responsibility for Contract Warranties. The Contractor undertakes to eliminate the reasons for suspension at its expenses or shall pay reimburse to the Principal all additional costs actually incurred by the Principal resulting from the said suspension, but under no circumstances the total sum of these additional costs shall exceed 10% 100% of the cost of the suspended services for the period of suspension.

## If the above suspension is caused by the reason for which the Principal is responsible, then the Principal shall pay reimburse to the Contractor 100% of all the expenses actually incurred by the Contractor directly as the result of the mentioned suspension. the additional cost actually incurred by the Contractor resulting from the said suspension, but under no circumstances the total sum of these additional costs shall exceed 10% of the cost of the suspended services.

## The Contractor undertakes to resume rendering of services immediately after the cause of the suspension is eliminated and after receiving the written notice by facsimile or e-mail from the Principal concerning the end of suspension. The original copy of the notice shall be sent to the Contractor by registered mail thereafter.

# Property rights

## In case the Contractor originates intellectual property items when rendering services under this Contract, all rights to such items belong to the Contractor.

## The right to obtain patents for intellectual property originated by the Contractor at works performance or services rendering under the present Contract is assigned to the Contractor.

## Should the need arise at rendering services under the Contract to use the intellectual property the rights to which already belonged to the Contractor (Subcontractor) before the date of signing this Contract, the Principal shall be entitled to accrue the rights to use such intellectual property based on the license contract signed between the Principal and the Contractor (the right-holder).

## The data, schedules, drawings and other information marked as confidential (hereinafter referred to as «Proprietary Information») submitted by one Party to another Party for the purpose of this Contract fulfillment shall remain the exclusive property of the Party (including its Subcontractors), which provided such Proprietary Information.

## The Principal has no right to publish, disclose or submit the Contractors’ Proprietary Information in any other way to any third party without written permit of the Contractor. For the purposes of this Article, the Principal’s representatives and subcontractors, as well as IRI authorities and State institutions shall not be treated as the third parties, however, the information shall be submitted to them provided that it shall be used only for the purposes of designing, installation, commissioning, construction, operation and maintenance performed at NPP as stipulated by the Contract, without its handover or submission in any other way to any third party.

## The provisions stated above in this Article shall not be applied to the information for which the Principal can reasonably demonstrate, that:

* this information is open for general public,
* this information has already been in possession of the Principal before its submission to the Principal or
* it has been obtained from the third party on legal grounds.

## The Contractor undertakes to keep confidential the Proprietary Information of the Principal, their partners and consultants and shall not handover, disclose and submit it in any other way to the third parties without preliminary written consent of the Principal. The Contractor’s Subcontractors and Russian authorities or State institutions, to which the Principal’s Proprietary Information shall be handed over or submitted in any other way for the purpose of the Contractor's implementing Contract obligations, are not to be treated as third parties.

The Contractor’s Subcontractors undertake to incur the same liabilities as the Contractor to the abovementioned information. The provisions set forth above in this Article shall not be applied to the information for which the Contractor can reasonably demonstrate, that:

* this information is open for general public,
* this information has already been in possession of the Contractor before its submission to the Contractor or
* it has been obtained from the third party on legal grounds.

## The data, schedules, drawings and other information, including those marked as confidential, developed by both Parties (including subcontractors) are properties of the both Parties.

## The Parties have agreed not to infringe patent rights, copyrights and other rights of the third parties during this Contract performance.

## All materials and documents prepared or developed by the Contractor, its employees, representatives or subcontractors in connection with the subject of the present Contract or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and accounts, shall become the Contractor’s property, and the Principal is entitled to use them for the purposes and within the scopes envisaged by the present Contract. At the same time, the Principal, its agents, employees, representatives, or subcontractors shall not use such materials and documents for any purpose other than envisaged by the Contract, without the Contractor prior written approval. All such materials and documents furnished by the Principal to the Contractor and belonged to the Principal before signing this Contract together with any materials and documents furnished to the Contractor, its agents, employees, representatives, or subcontractors by the Principal, shall be delivered to the Principal upon fulfillment of the related services, expiration or termination of this Contract.

## Contractor, its agents, employees, representatives or subcontractors, who prepared or developed materials or documents containing proprietary information, systems, techniques, or know-how acquired from third parties by the Contractor, shall retain all rights to use or dispose of such information, provided, however, that the Principal shall have the right to the same without additional payment, on conditions of simple (nonexceptional) license by ways and within the limits required for BNPP operation, maintenance and repair.

## 13.12 The Principal, by its own efforts and at its own cost, shall check availability of risks for infringements of patents owned by third parties acting in IRI as the result of rendering the Services by the Contractor envisaged in Article 2 of this Contract, and incur risks and liability for promptness, quality and completeness of the mentioned infringements revealing, and the Contractor, should the Principal notify it on such infringements revealing, shall undertake to take measures for their elimination and Services rendering legalization.

The Contractor, as concerns all its services, shall be responsible for and shall indemnify and hold the Principal harmless from all charges, expenses, including legal fees, losses or damages which may arise in connection with any claim, action or charge based on the grounds that the Principal or the Contractor or their representatives have in any way violated or infringed any patents or other intellectual property rights of third parties. The Contractor shall at its own costs acquire, if necessary, intellectual property rights and patent or licenses in order to authorize lawful use of the services.

## Obligations of the Parties stipulated by the present Article shall be valid within 3 (three) years after expiration of BNPP service life.

# Guaranty and warranty

## The Contractor warrants the appropriate qualification of its specialists dispatched to perform the Services at the BNPP Site and/or Tehran.

## The Contractor warrants that its Services are in accordance with the terms and conditions of the present Contract and standard, norms, and regulations valid at BNPP-1. The Principal shall provide the Contractor in advance with the sufficient information on mentioned standards, norms and regulations.

## The Contractor warrants the quality of its Services shall be in accordance with the update know-how, expertise and knowledge and the latest internationally proven rules, regulations and proved modern standards for the nuclear power plant.

## The Guaranty period of the rendered Services are as follows;

* without guaranty period at rendering services during short-term business trip, urgent business trip, at unplanned/emergency repairs performance, for services rendered in RF at the Principal’s specialists sending;
* 1 month at rendering services by the Contractor’s permanent specialists on technical support of operation, maintenance and repairs, as well as assistance to TAVANA Co company, which shall start from the first calendar day of the month coming after the month of the services rendering,

- For Technical Support and Engineering Support provided by the Contractor’s permanent specialist is 6 (six) months and will start from the date of singing of the related Certificate on rendered Services by the Principal.

-For Technical Support and Engineering Support provided by the Contractor based on the Principal’s Work orders is 12 (twelve) months and will start from the date of singing of the related Certificate on Performed Services by the Principal.

# Third party nuclear liability

## The Principal shall keep to the Contractor, its subsidiaries, employees and subcontractors indemnified against third Party claim arising from a Nuclear Incident occurring due to the reason or reasons not attributable to the Contractor in connection with the present Contract, provided that the Contractor shall immediately notify the Principal of any claims for damages against the Contractor from a third Party or other claims. The Principal shall also keep the Contractor indemnified against any nuclear liability, fire safety, labor protection, environmental protection etc.

## The Contractor, its subsidiaries, subcontractors or specialist shall never be liable for any loss or damage of the Principal’s equipment or property, if is caused by a Nuclear Incident occurring, due to the reason or reasons not attributable to the Contractor in connection with the Contract, and shall not bear expenses associated with recovery actions.

# Force majeure

## Neither the Principal nor the Contractor shall be liable for failure to meet contractual obligations under the Contract in full or in part due to Force Majeure.

16.2 Force Majeure is defined hereunder:

16.2.1 Any circumstances which affect a Party in the performance of its obligations under the Contract, which circumstances are extraordinary, beyond the control of the affected Party, unforeseeable after or at the Effective Date and for which such Party is not otherwise responsible, shall be considered as Force Majeure to the extent that the effect of such circumstances make it impossible for the affected Party to fulfill any of its obligations under the Contract.

16.3 The following are examples of circumstances which shall be considered as Force Majeure if they meet the requirements of Paragraph 16.1:

* acts of God;
* war;
* disasters;
* mass riots;
* strikes;
* other similar cases.

## 16.4 Should Force Majeure occur, the Parties shall mutually agree on the measures to be taken to minimize the effect of Force Majeure these circumstances.

## 16.5 However, in any such case the affected Party must have taken in good time all necessary measures to avoid or minimize the effects of such circumstances and may only claim Force Majeure in relation to affects occurring in spite of such measures.

## 16.6 Should Force Majeure circumstances arise, as defined in Paragraph 16.1, the Party wishing to claim Force Majeure as a justification for nonperformance of its obligation under the Contact must notify the other Party in writing forthwith, upon occurrence of such circumstances, and produce adequate evidence thereof, certified by competent authorities of the related country.

## 16.7 Should the Party affected have neglected to notify the other Party within 72 hours from the moment when it had learnt on such circumstances and produce evidence, certified by the competent authorities, such Party shall have no right to claim for Force Majeure.

## 16.8 If Force Majeure circumstances arise, as defined in present Paragraph 16.1, and if the affected Party has fulfilled its obligations under this Paragraph 16.2 and 16.3, then:

## 16.9 The affected Party shall be released from performing of its obligations on time under the Contract, but only to the extent that said Party was prevented from performing such obligations by Force Majeure. Should Force Majeure have caused delays in the performance of the Contract, the Time Schedules shall be revised .

## 16.10 In case of Force Majeure each Party shall bear its own costs independently of the territory of the origin of Force Majeure circumstances.

## 16.11 However, in case Contractor If any of the Parties has been prevented from fulfilling the Subject of the Contract for a period of more than 12 (twelve) consecutive months from the date of occurrence of such event and the Parties have not reached an agreement on the Contract terms and conditions revising or otherwise terminated the Contract, this condition shall be a basement for the Contract termination. Each Party shall bear its own additional cost resulting from the Force Majeure after such period.

# Settlement of disputes

## Any and all disputes, disagreements, or questions which may arise between the parties in connection with the interpretation of the Contract or the validity or enforceability or performance or non‑ performance thereof or related to it shall be at first stage settled by amicable negotiations between the Parties and if necessary through their highest authorities. Response to the respective Party claim shall be given within a period not more than 14 calendar days. The total settlement period may not exceed 3 (three) months.

## In case such dispute or disagreement is not settled by amicable discussions between the Parties within 3 (three) months from the commencement of such negotiations, then the Party initiated the claim shall submit it to a board of experts consisting of 3 (three) experts in the field related to the nature of dispute. Each Party shall appoint one expert and the third expert shall be appointed by mutual agreement between the Parties. The board of experts shall render its opinion within 3 (three) months and such opinion shall be binding if it is accepted by the highest authorities of the Parties. This stage of the Parties disagreements settlement is not mandatory.

## In case the opinion of the board of experts is not accepted by the said authorities or this stage of settlement has not been used by the relevant Party, then the dispute shall be referred to the relevant arbitration.

### If the Principal is the initiator (claimant), the dispute shall be settled in the Arbitration Court for economic disputes settlement at Private Institution «Center of arbitral regulation and legal expertise», Russia, in compliance with its regulations.

### If the Contractor is the initiator (claimant), the dispute shall be settled in accordance with the Rules of Arbitration of Tehran Regional Arbitration Center, Iran.

### The Arbitral Tribunal shall consist of three arbitrators. Each Party shall appoint its own arbitrator and the two thus appointed arbitrators shall select a third arbitrator, by mutual agreement. The third arbitrator shall act as the umpire of the Arbitral Tribunal

###  The language of arbitration shall be English.

### The decision of the Arbitral Tribunal shall be final and binding upon both Parties.

### The pursuit of disputes shall not confer upon the Contractor and the Principal any right to cease the fulfillment of its obligations under the Addendum, Contract, if this justification is not envisaged directly in this Contract.

## The nullity, unenforceability or termination of the Contract shall have no effect on this Article.

# Liability

## The Contractor shall be liable until the end of the Contract period for any loss and damage inflicted to the Principal’s personnel and property, Principal’s subcontractors and property and its personnel and property as a result of intentional act or negligence by its personnel.

The Contractor is responsible for damages inflicted to the Principal and BNPP-1 specialist and properties as the result of improper Technical and Engineering Support in accordance with root cause analysis by BNPP-1 Event Investigation Committee, which shall include Contractor’s representatives. At the same time, the Contractor’s fault shall be proved as per the procedure envisaged by the Sequence of determining the damages and loss inflicted to BNPP-1 personnel, property, equipment (Appendix 16).

18.2 The Contractor has undertaken to timely perform its obligations and services based on the agreed time schedules and deadlines. In case of delay in performing of the services by the Contractor, then the Contractor shall be responsible for the consequences of such delays and is responsible to pay to the Principal one percent of the price of the related services for each day of delay. However, the Contractor shall take necessary measures for hindrance of probable delays.

## The liability of the Contractor shall not exceed 10% (ten percent) 100% (one hundred percent) of the price of the services rendered under the Contract regarding Technical and Engineering Support for each year per year during which infliction of loss or damage has occurred, regardless of the number of loss infliction cases.

## The Contractor shall not be liable for any losses, damage, expenses or any costs for which the Principal is responsible, including those owing to counter-performance of obligations.

## In case the Contractor dose not receive any payable amounts under the present Contract within 2 (two) months, the Contractor shall not have the right to suspend the Services on BNPP-1 Site and/or in Tehran.

## However, the Contractor shall be entitle to suspend the related Services as per the Contract if the Principal fails to pay the Contractor in excess of 3 (three) months one hundred and eighty (180) working days for reasons for which the Principal is responsible for the payment due have not been effected by the Principal during the said period. Furthermore, Within this period, the Contractor shall give the Principal thirty (30) working days 1 (one) month prior notice services rendering suspension, to allow the Parties to reach a mutually beneficial solution. If no beneficial solution can be obtained during the month, the thirty (30) working days prior notice, then the Contractor is entitled to suspend the related Services up to the date of due payment effected by the Principal.

## In case the Principal does not make payment within 3 (three) months from the moment of services rendering suspension, the Contractor shall be entitled to terminate the Contract provided that the Principal shall be timely notified 1 (once) month before the supposed date of the Contract termination. The Contract termination shall not indemnify the Principal against the obligation to pay for all services actually rendered by the Contractor before the moment of receiving notification on the Contract termination.

## In case the Principal infringed the terms of payment for works performed and services rendered by the Contractor, as well as other financial liabilities and responsibilities on documents agreement, the Principal, if the relevant Contractor’s written appeal is available, has to pay penalty to the Contractor in the amount 0,1 % (one tenth percent) of the sum of unpaid works and services rendered or of the price of liabilities stipulated by the mentioned documentation per every calendar day of the payment delay.

## Should the impossibility to fulfill the Contract occur by the Principal’s fault, the services shall be paid in the full volume.

## Should the impossibility to fulfill the Contract occur due to the circumstances for which neither of the Parties is liable (Force-Majeure), the Principal shall reimburse to the Contractor actually incurred expenses and actually rendered services.

# Confidentiality

## Neither Party shall disclose to third parties without the other Party’s written consent any confidential documents or information received from the other Party in the course of preparation for and performance of the Contract. Such consent shall not be withheld if such disclosure is needed due to the mandatory regulations of the Parties.

## The Parties shall specifically identify or otherwise indicate the documents or information which is reasonably to be treated as containing confidential information in accordance with international practice.

## The Principal shall, at any time have the right to use neutral and independent representatives, consultants, contractors, agents and/or employees mutually agreed with consultants the Contractor for the evaluation and use of individual questions related such confidential documents and information. It is understood that the Principal shall enter into similar confidentiality arrangements with its representatives or consultants.

It is understood that the Contractor shall enter into similar confidentiality arrangement with its sub-contractors and sub-suppliers.

# Effectiveness and duration of the contract

## This Contract shall be effective and into in-force after signing date by the Parties.

## The period for rendering Technical and Engineering Support Services shall be started from the date of the Contract coming into effect and be valid until the Parties fulfill their obligations stipulated in the Contract for five years, unless otherwise specified in other agreement made by the Parties.

# Miscellaneous

## Any amendment shall be confirmed by signing the relevant Amendment to the Contract by the Parties.

## All the Appendices to the present Contract shall form an integral part of the Contract and have the same force as the Contract itself. Should the provisions of the Contract be amended, modified, or supplemented, the official representatives of both Parties shall sign Amendments to the Contract. The present documents shall form an integral part of the Contract and have corresponding effectiveness.

## The Contract provisions together with the Appendices shall supersede any prior contracts, agreements, letters or any other prior statements, verbal or written, between the Parties with respect to the Subject of the Contract from the moment of the Contract comes to effective as per Article 20 of the Contract.

## All parts of the Contract are equally binding on the Parties. However, in the event of a discrepancy or conflict in the interpretation of any part(s) of the Contract provisions and any part(s) of the Appendices, the Contract provisions shall take precedence.

## Should for any reason any of the provisions of the Contract be or become void, the remaining parts thereof shall remain valid. The Parties shall agree, if necessary, upon replacement of such void provision with a valid one corresponding as closely as possible to the intention of the void provision.

## This Contract is made and signed by the Parties in 2 (two) original copies in English language, one original for each Party.

# Termination of the contract

## The Principal shall at any time during the period of the Contract have the right to terminate the Contract by giving written notice thereof to the Contractor. Should the Principal choose to exercise its right under this Paragraph then:

* If such a termination is not caused by reasons for which the Contractor is responsible, the Principal shall pay to the Contractor the unpaid amount of the performed Services and approved by the Principal, with balancing of all payments already made by the Principal to the Contractor.
* Should such a termination is caused by non-performance of the Contractor’s contractual obligations for which the Contractor is responsible, and then the Contractor shall pay and reimburse the Principal all payment made by the Principal to the Contractor up to the date of termination together with additional the costs incurred by the Principal due to such a termination.

# Governing law

23.1 This Contract shall in all respects be governed and controlled by the laws of Islamic Republic of Iran which shall include all decrees, legislation, regulations and rules in force promulgated by Iranian authorities and decisions made by said authorities during the validity of the Contract

# Legal addresses

## Nuclear Power Production and Development Co of IRAN

Fax:+

Tel: +

E-mail:

### Technical contact:

Mr.

Fax:+

Tel: +

E-mail:

### Commercial contact:

Mr.

Fax:+

Tel: +

### E-mail:

### Bank details for effecting payments:

## Joint Stock Company «Russian Concern on Electrical and Thermal Power Production at Nuclear Power Plants» (JSC «Concern Rosenergoatom») – the Consortium Leader

25, Ferganskaya street, Moscow, 109507, Russian Federation

### Technical contact:

Authorized on-site representative

Fax:+

Tel: +

Email:

### Commercial contact:

* Mr. V.V. Golovanov
* Tel: (7 495) 663-34-33 add.117
* Fax: (7 495)-663-34-33

Email: v.golovanov@atex.org.ru

### Banking details for payments in Rubles:

Invoice account

In ……………………………………..Moscow

Correspondent account……………………….

Bank Identifier Code……………………….

* Banking details for payments in Euro:
* Invoice account
* In ………………………… …………Moscow
* Correspondent account………………………..
* Bank Identifier Code ……………………… …..

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| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| «\_\_\_\_\_\_\_\_\_»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2014 |  | «\_\_\_\_\_\_\_\_\_»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2014 |

APPENDIX 1 – List of companies on rendering engineering services
and engineering support of operation of Bushehr NPP
(including alerted crew of experts)

| Item | Company | Specialization |
| --- | --- | --- |
|  |  «Corporation AK «ESKM» Ltd. | Техническое обслуживание и ремонт оборудования |
|  |  «Energoavtomatica» Ltd. | Устройства РЗА |
|  | «Energoprogress» Ltd. | Техническое обслуживание и ремонт оборудования |
|  | «Energotechservis» Ltd. | Техническое обслуживание и ремонт оборудования |
|  | «ESKO-Engineering» Ltd. | Техническое обслуживание и ремонт оборудования |
|  | «InterpromAvtomatica», Ltd. | Auxiliary boiler house upgrading |
|  | «Interragas» Ltd. |  |
|  | «NTC DIAPROM» Ltd. | Система контроля и управления доступом |
|  | «NTT-Electro» Ltd. | Трансформаторы |
|  | «VEZA» Ltd. | Вентиляционное оборудование |
|  | «West-Engineering» Ltd. | Техническое обслуживание и ремонт оборудования |
|  | Concern Russian pumps  | Насосы |
|  | DIANA TREST Ltd. | Special laundries equipment |
|  | EnergoIntegration Ltd. | Electrical equipment of the emergency power supply system |
|  | ENIKO TSO  |  |
|  | FSUE «Device-making plant» | Система радиационного контроля |
|  | FSUE «Goszagransobstvennost» | Предприятие по управлению собственностью за рубежом |
|  | FSUE «KB of plant «Russia» | Системы связи |
|  | FSUE «UEMZ» |  |
|  | FSUE FNPTs NIIIS  | APCS |
|  | FSUE PSZ  | APRMS |
|  | FSUE VNIIA  | APCS |
|  | Group of Companies “Stroyelectromontazh No.5” | Maintenance and repair of equipment |
|  | Group of companies «InterArm» | Арматура |
|  | IK «CKBA» | Арматура |
|  | IPU RSA | APCS |
|  | JSC "Trest Hydromontazh" | Сооружения и оборудование |
|  | JSC “Concern Rosenergoatom” | Engineering Services and Technical Support of operation |
|  | JSC «Alpha Laval Potok» |  |
|  | JSC «ASU Sphere» | Контрольно-измерительные приборы |
|  | JSC «Atomenergoremont» | Maintenance and repair of equipment |
|  | JSC «Atomstroyexport» | Оказание инжиниринговых услуг и техническое сопровождение |
|  | JSC «EMK-ATOMMASH» |  |
|  | JSC «Energomash (Chekhov)-CHZEM» | Арматура |
|  | JSC «Firm «Soyuz-01» | Арматура |
|  | JSC «Frunze SMNPO» | Насосы |
|  | JSC «IFAZ» | Арматура |
|  | JSC «KB Energoavtomatika» |  |
|  | JSC «Krasny kotelshik» |  |
|  | JSC «Livhydromash»  | Насосы |
|  | JSC «Manometer» | Контрольно-измерительные приборы |
|  | JSC «Moven» | Вентиляционное оборудование |
|  | JSC «Nasosenergomash» | Насосы |
|  | JSC «Neva plant «Electroschit» | Токопроводы |
|  | JSC «New Era» | Комплектные распределительные устройства |
|  | JSC «NPP AS» |  |
|  | JSC «Plant «Electropult» | Устройства РЗА |
|  | JSC «Pribor» | Электроприводы |
|  | JSC «Protvino Pilot operation plant «PROGRESS» | Комплектные распределительные устройства |
|  | JSC «PTPA» | Арматура |
|  | JSC «Pyatigorsky zavod Impulse» |  |
|  | JSC «Rusatom service» | Техническое обслуживание и ремонт оборудования |
|  | JSC «SverdNIIchimmash» | Корпусное оборудование |
|  | JSC «Tulaelectroprivod» | Электроприводы |
|  | JSC «TVEL» |  |
|  | JSC «Vibrator» | Контрольно-измерительные приборы |
|  | JSC Atomenergoproekt | General designer of NPPs |
|  | JSC Atommashexport  | Refueling machine |
|  | JSC Atomtechenergo  | Automatic process control of Refueling machine |
|  | JSC Atomtechexport  | Engineering Services and Technical Support of operation |
|  | JSC CKBM  | Main circulation pumps  |
|  | JSC Diakont  | Refueling machine television control system, Liquid radioactive waste automatic process control system |
|  | JSC ENITS  | APCS |
|  | JSC Fuel Cycle Physics  | Reactor physics, software, basic data |
|  | JSC INPK Russian energy technologies  | Hydrogen recombiner, hydrogen concentration monitoring system |
|  | JSC Instrument factory TENZOR  | AFPS |
|  | JSC Izhorskie zavody  | Reactor Unit equipment |
|  | JSC KB Promengineering  | ARSMS and ASIDM |
|  | JSC Kolomenskiy zavod  | Diesel generators |
|  | JSC Neolant  |  |
|  | JSC NIAEP  | Authorial NPP design supervision |
|  | JSC NIITFA  | Boron concentratometer |
|  | JSC NIKIMT-Atomstroy  | Systems for metal control of the Reactor Unit main equipment |
|  | JSC NPO «CNIITMASH» | Оказание инжиниринговых услуг и техническое сопровождение |
|  | JSC NPO «VNIIPTMASH» | Грузоподъемное оборудование |
|  | JSC NPO TsKTI  | Secondary circuit equipment |
|  | JSC NPO TsNIITMASH  | Metal tests |
|  | JSC NPP Radiation Monitoring. Devices and Methods  | Radiation monitoring devices |
|  | JSC OKB GIDROPRESS  | Reactor Unit equipment, CPS control rod drive mechanisms |
|  | JSC OKBM Afrikantov  | Pumps and ventilation units |
|  | JSC Podolsk machine works (ZiO) | The 2-nd circuit steam generators and equipment  |
|  | JSC Power Machines  | Turbine and generator  |
|  | JSC SNIIP-SYSTEMATOM  | APCS |
|  | JSC SPbAEP | Authorial NPP design supervision |
|  | JSC SverdNIIchimmash  | Evaporators |
|  | JSC VNIIAES  | Transition to 18-month fuel cycle |
|  | JSC VO Elektroapparat  | High-voltage electrical equipment |
|  | MK «SPLAV» | Арматура |
|  | Moscow plant Fizpribor Ltd. | Racks (remote control device) |
|  | NIYAU «MIFI» |  |
|  | NPO «Hydromash»  | Насосы |
|  | NTL-Pribor Ltd. | Thermal control devices |
|  | Obninsk R&D Center Prognoz | Conduct of psychophysiological examination of licensed specialist |
|  | RPE VNIIEM  | CPS electric equipment complex |
|  | RSE «Dose» |  |
|  | SNIIP JSC | APCS |
|  | SNIIP-ASKUR Co Ltd. | APCS |
|  | Tseller Ltd. | Emergency coolant level control system |
|  | VO «Isotop» |  |

APPENDIX 2 – Application Form for sending specialists to ВNPP Site/Tehran

Order for Services.

Please, be notified that the following experts (specialists) are to start the service work under the Contract No.\_\_\_, at ВNPP worksite/Tehran on the date given below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No.  | Position | Organization | Starting date | Ending Date | Remarks |
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Applied by (Name) (Position)

Approved by (Name) (Position)

Appendix  3 – Application Form for the Engineering Services
at the Principal’s Request

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Issue to be Settled |  | Principal/ Principal’s Dept. |  |
| Date of Request |  | Deadline of the Response |  |
| Description of subjects to be solved and requirement made by the Principal  |
| Attachment |  |
| Applicant  |  | Received by |  |
| Confirmed by  |  | Performed by |  |

APPENDIX 4 – Procedures of the Principal and the Contractor interaction at services rendering General conditions for providing services
by the Contractor

Trend 1: Technical and engineering support of operation

Appendix 4.1.1

Procedure of interaction between the Principal and the Contractor

At sending the Contractor’s permanent specialists for technical support of operation

1- Technical support for operation

1.1 For provision of long-term services, a Contractor’s authorized representative(s), specialists of the Contractor shall be sent to the site/Tehran.

Provision of Services shall be carried out in conformity with the Principal’s request on a long-term basis. Additionally, the Contractor, upon the request of the Principal, shall provide services of briefing and consultative character regarding operational experience of power units in Russia, except copyright protected data.

The procedure of interaction between the Principal and the Contractor at the Contractor’s permanent specialists sending to IRI for technical support of operation is as follows:

Stage 1. The Principal shall send an application drawn up in accordance with Appendix 2 specifying the specialty (areas of rendering services) and duration of starting/finishing services. The Contractor - REA shall be indicated in the “Organization” column.

Stage 2. The Contractor shall consider the application, select candidates for rendering the required services. The specialists are selected among experienced NPP staff, affiliates of REA. The examination of the application with exception of the emergency cases shall be up to 2 weeks.

By results, the Contractor shall chart full names of the specialists together with their working experience (resume or CV including position, grade and relevant reimbursement rate) and send them to the Principal. The place of employment of the specialist (NPP/affiliate) shall be indicated in the “Organization” column.

Stage 3. The Principal shall consider the proposals regarding the list of the performers and, in case of no reproof, shall send an official order-letter drawn up according to Appendix 2.

Review of the application shall take up to 2 weeks.

Stage 4. The Contractor shall send copies of the following documents to the Principal:

* personal data form
* passport copy
* copy of education diploma including work experience description.

Stage 5. The Contractor shall get employment visas form F-30 (visa with labor permit) to the specialists. Time period for visas arrangement is 2 months and more.

Stage 6. Once the visas are received, the Contactor shall inform the Principal about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Principal about their departure. The Principal shall provide meeting of the specialists at the airport and their accommodation according to place of residence.

Stage 9. The Contractor, with the Principal’s assistance, shall send the documents of the business traveler in order to get employment certificate and residence permit.

Stage 10 The Contractor, every month or upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.1), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.1).

Appendix 4.1.2

Procedure of the Principal and the Customer interaction at short-time (not more than 90 days) sending of the Contractor’s specialists for rendering engineering services and technical support

To render services on technical support of operation, The Contractor shall send the specialists for the short period not exceeding 90 days, including specialists from the organizations. The list of which is available in Appendix 1 to the present Contract.

The procedure of interaction between the Principal and the Contractor is as follows:

Stage 1. The Principal shall forward an application drawn up according to Appendix 3 specifying scope of services to be rendered, terms of services rendering start/completion.

Stage 2. The Contractor shall consider the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* time-schedule of specialists sending;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance;

Stage 3. The Principal shall review the Technical Assignment and time periods for the specialists sending, and, in case of unavailability of comments, send an official letter-order in the form of Appendix 2 and approved Technical Assignment as well. The time for application consideration is up to 2 weeks.

Stage 4. The Contractor shall draw up a draft agreement with the Russian subcontractor. The time for drawing up shall take up to 2,5 months.

Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9. The Contractor, every month or upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.2), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.1).

Appendix 4.1.3

Procedure of the Principal and the Customer interaction at the Contractor’s specialists urgent sending to IRI for technical support of operation

To arrange for fast (within 7 calendar days) sending the Contractor’s specialists for urgent short-term (not exceeding 30 days) rendering of engineering services under conditions when the Principal considers the matter to be urgent and the above specified terms are not predictable or planned, the procedure of interaction between the Principal and the Contractor shall be performed as follows:

* The Contractor shall consider the Principal’s Application (Appendix 2 and Appendix 3) and selects the candidates of specialists for the required services rendering within up to 1 week. Simultaneously with submission to the Principal of details of the specialists to be sent, the Contractor proceeds to arrangement of Iran entry visas (time period of visa issue is 5 working days).
* The Principal shall review the proposals regarding the list of the performers and, in case of no reproof, shall send an official order-letter drawn up according to Appendix 3 within 3 working days.

At the same time, the reimbursement rate for urgently sent specialists increases to 1,5 (one and a half) time relatively to the rate for routinely sent specialists.

Upon receipt of the visas and order-letter from the Principal, the Contractor shall send specialists to Iran.

The Contractor shall finalize the Timesheet for the Contractor’s specialists (Appendix 7.2) and certificate on Performed Services (Appendix 15) every month or upon services rendering completion (in compliance with Appendix 11.).

Appendix 4.1.4

Procedure of the Principal and the Customer interaction without the Contractor’s specialists sending to IRI /

1. The services on support of operation may be rendered by the Contactor also at place of the subcontractors permanent work in RF. The procedure of the Principal and the Contractor interaction, if the Contractor’s specialists sending to IRI is not required, is as follows:

Stage 1. The Principal shall forward an application drawn up in the form of Appendix 3 specifying the desirable time period for work performance.

Stage 2. The Contractor shall consider the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a. Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance and price of services;

Stage 3. The Principal shall review the Technical Assignment and, in case of unavailability of comments, send the Work-Order and approved Technical assignment. The time for application consideration is up to 2 weeks.

Stage 4. The Contractor shall draw up a draft agreement with the Russian subcontractor. The time for drawing up shall take up to 4 months.

Upon signing the agreement with the Russian subcontractor, the latter shall monitor the agreement execution within the established terms.

Stage 5. Upon services rendering completion, the Contractor shall draw up the reporting documents and Certificate of the performed Services (Appendix 15) (in compliance with Appendix 11.4).

Trend 2: Technical and Engineering Support of Repairs and Maintenance

 Appendix 4.2.1

Procedure of the Principal and the Customer interaction at support of repairs and maintenance by Contractor’s permanent specialists

For rendering services on technical and engineering support of repair sand maintenance, the Contractor shall involve permanent representatives at the Site and also organizations open list of which is provided in Appendix 1 to the present Contract.

2. The procedure of the Contractor and the Principal interaction for technical and engineering support of repairs and maintenance using the Contractor’s permanent specialists at the Site:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and the time periods for the services rendering start /completion.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time-schedule of specialists sending;
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for the specialists sending and, in case of no reproof, shall send an official order-letter specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a. If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignment is agreed, the Principal shall send an official letter-order specifying price of services rendering and enclosing the approved technical Assignment.

Stage 4a. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 4b. Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

 personal data form

passport copy

copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9. At work performance by the Contractor’s permanent representatives at the Site, every month the Contractor shall formalize the Timesheet for the Contractor’s specialists (Appendix 7.1) and monthly report in the format defined in Appendix 8. Payments for the rendered services shall be effected on the monthly basis. The total cost of Service per each month shall be confirmed by signing “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal.

Stage 10 Upon expiration of 1 month from the date of Services rendering completion by the Contractor, release of 50% (fifty per cents) of retained amount shall be confirmed by submission of Certificate on Release of Retention (Appendix 9) approved by the Principal.

Stage 11 Upon expiration of 1 year of this Contract validity period, after successful completion of Services rendering by the Contractor, release of the remained 50% (fifty per cents) of retained amount shall be confirmed by submission of Certificate on Release of Retention (Appendix 9) approved by the Principal.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Appendix 4.2.2

Procedure of the Principal and the Customer interaction at support of repairs and maintenance by the specialists detached for the short time period

To render services on technical and engineering support of maintenance and repairs, the Contractor shall involve its specialists detached for the short time period (not exceeding 90 days), as well as the specialists from organizations non-limited list of which is available in Appendix 1 to the present Contract.

2. The procedure of the Principal and the Contractor interaction for technical and engineering support of maintenance and repairs with involvement of the Contractor’s specialists detached for the short time period (not exceeding 90 days):

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and the time periods for the services rendering start /completion.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 2a Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* time-schedule of specialists sending;
* demand to as-built documents drawing up (if required);
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for the specialists sending and, in case of no reproof, shall send an official order-letter specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a. If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignment is agreed, the Principal shall send an official letter-order specifying price of services rendering and enclosing the approved technical Assignment.

Stage 4a. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 4b. Upon signing the agreement with the Russian subcontractor, the latter shall send to the Principal the package of documents required for sending specialists:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 5. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the employment visas.

Stage 6. Once the visas are obtained, the Contractor shall inform the Principle about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 9 At work performance by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall every month formalize the Timesheet for recording the Contractor’s specialists staying in IRI time period (Appendix 7.2). Upon completion of the services rendering by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall draw up a report in the format defined in Appendix 8 and “Certificate of Performed Services Acceptance” (Appendix 15). Payment for the rendered services shall be effected on the one-time basis, upon services rendering completion.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Appendix 4.2.3

Procedure of the Principal and the Customer interaction without sending the Contractor’s specialists to IRI at support of maintenance and repairs, including unplanned ones

1. The Services on support of maintenance and repairs, including unplanned ones may be rendered by the Contractor at place of subcontractors’ permanent work in RF. The procedure of the Principal and the Contractor interaction, if the Contractor’s specialists visit to IRI is not required, is as follows:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and the desirable work performance time period.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks (in case of unplanned repairs – up to 1 week).

Stage 2a At execution of Application for assistance at unplanned/emergency repair, the Contractor shall immediately start services rendering and arranges work performance in RF, without waiting for Work-Order receiving and Technical Assignment approval.

Stage 2b Based on the approved application, the Contractor, with subcontracting organizations involvement (if necessary), shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* Contractor’s obligations;
* specialists labor expenditures and qualification;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance.

Stage 3. The Principal shall review the Technical Assignment to the Application, the specialists’ services price calculations and, in case of no reproof, shall send an official order-letter specifying the agreed price of services, performance period and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 3a. If necessary, The Contractor shall arrange a meeting, to agree Technical Assignment to the Application and the price for services rendering with participation of the Principal’s and subcontractors’ representatives (if required). After the price and the Technical Assignment is agreed, the Principal shall send the Work-Order specifying price of services rendering and enclosing the approved technical Assignment and services rendering time period.

Stage 4a. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment.

Stage 5. The Contractor shall notify the Principal on the date of work performance commencement as per the letter-order and start services rendering in compliance with the technical Assignment (except for the case specified in Stage 2a).

Stage 6. The documents developed by results of work performance shall be forwarded to the Principal for agreeing. Payment for the rendered services shall be effected on the one-time basis, upon developed documents approval by the Principal. The cost of Services shall be accepted in compliance with the Work-order and confirmed by signing “Certificate of Performed Services Acceptance” (Appendix 15) by the Principal

Trend 3: Technical and engineering support at BNPP systems and equipment upgrading

Appendix 4.3.1

Procedure of the Principal and the Customer interaction at rendering services on BNPP systems and equipment upgrading

Stage 1. The Principal shall address the Contractor’s permanent representative at Site/in Tehran and request preliminary information on the selected topic: whether such works were done at Concern’s NPPs, a range of potential performers, etc.

Stage 2. The Contractor shall forward to the Principal all available information on possibility of rendering services on systems and equipment upgrading.

Stage 3. In case of the Principal’s interest to perform certain work, the Principal shall forward an inquiry drawn up according to Appendix 3 specifying desirable work completion time.

Stage 4 The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If it is impossible to execute the application, the Contractor sends motivated refusal to the Principal. In this case, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. The time for application consideration is up to 2 weeks.

Stage 4a Based on the approved application, the Contractor, shall draw up the Technical Assignment for work performance. The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership;
* time-schedule of required specialists sending;
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time periods of performance;

Simultaneously, the Contractor shall draw up calculation of services price based on the grades (reimbursement rates) for the Contractor’s specialists for this type of works and planned periods of services rendering. The mentioned documents shall be forwarded to the Principal within 1 month after the Application approval.

Stage 5 The Principal shall review the Technical Assignment to the Application, the services price calculations and the performance periods and, in case of no reproof, shall send the Work-Order specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 6. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the letter-order and approved technical Assignment. After that the Contractor shall start work performance.

Trend 4: Assistance in unplanned/emergency repair and maintenance performance

Appendix 4.4

Procedure of the Principal and the Customer interaction at unplanned/emergency repair and maintenance performance.

1. To render services on assistance in unplanned/emergency repair and maintenance performance, the Contractor shall involve its permanent representatives at the Site, as well as specialists detached for the short time period (not exceeding 90 days), as well as the specialists from organizations non-limited list of which is available in Appendix 1 to the present Contract.

2. The procedure of the Principal and the Contractor interaction at assistance in unplanned/emergency repair and maintenance performance:

Stage 1. The Principal shall send the Application drawn up in compliance with Appendix 3 specifying the scope of services to be rendered, the main demands to the services to be rendered and desirable time periods for work performance.

Stage 2. The Contractor shall review the application, to determine, whether it is possible to perform the requested works. If required, the Principal and the Contractor shall hold a conciliatory meeting, to clarify/modify the application. Upon the Contractor’s consent, the Contractor shall approve the Application and send it to the Principal. If necessary, the Contractor shall arrange interaction and involve relevant specialists in RF for giving consultations and obtaining technical support. The time for application consideration is up to 1week.

Stage 3а. Should urgent specialists sending is necessary, the Contractor shall forward to the principal the package of the following documents:

* personal data form
* passport copy
* copy of education diploma including work experience.

Stage 3b. The Contractor shall approach to the Consular Department of IRI Embassy in Russia to formalize the urgent employment visas and inform the Principal on readiness for sending specialists.

Stage 3c. The Contractor shall send the specialists and inform the Contractor about their departure. The Principal shall provide meeting of the specialists at the airport and their allocation according to place of residence.

Stage 4 Based on the approved application, the Contractor shall draw up the Technical Assignment for work performance (with or without the Contractor’s specialists sending to IRI). The following issues shall be reviewed in the Technical Assignment:

* types of services and trends of technical support;
* sequence of technical support rendering to the Principal;
* specialists qualification and membership (in case of specialists sending);
* responsible executors;
* Contractor’s obligations;
* Principal’s obligations;
* demand to as-built documents drawing up (if required);
* time-schedule of specialists sending;
* time periods of performance.

Stage 5. The Principal shall review the Technical Assignment to the Application, services price calculations and time periods for their performance and, in case of no reproof, shall send the Work-Order specifying the agreed price of services and enclosing the approved Technical Assignment. The application review time shall take up to 2 weeks.

Stage 5a. If required, the Contractor shall arrange a meeting on coordination of Technical Assignment to the Application and the price of the services rendering with participation of the Principal’s and subcontractors representatives (if necessary). After reaching an agreement on the price and Technical Assignment, the Principal shall send the Work-Order specifying services rendering price and enclosing the approved Technical Assignment.

Stage 6. The Contractor (if required) shall sign agreements with the Russian subcontractors. The time for drawing up the agreements shall take up to 4,0 months after receiving the work-order and approved technical Assignment.

Stage 7 At work performance by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall every month formalize the Timesheet for recording the Contractor’s specialists staying in IRI time period (Appendix 7.2). Upon completion of the services rendering by the Contractor’s specialists detached for the short time period (not exceeding 90 days), the Contractor shall draw up a report in the format defined in Appendix 8 and “Certificate of Performed Services Acceptance” (Appendix 15). Payment for the rendered services shall be effected on the one-time basis, upon services rendering completion.

3. The procedure of the Contractor and the Principal interaction at performance of a part of works in RF is described in Appendix 4.2.3

Trend 5: Assistance in establishing technical support (TAVANA Co.)

Appendix 4.5

1. The procedure of interaction between the Principal and the Contractor at the Contractor’s specialists sending for permanent work in technical support organization for assistance in its establishing is as follows:

Stage 1. The Principal shall send an application drawn up in accordance with Appendix 2 specifying the specialty (areas of rendering services) and duration of starting/finishing services. The Contractor - REA shall be indicated in the “Organization” column.

Stage 2. The Contractor shall consider the application, select candidates for rendering the required services. The specialists are selected among experienced NPP staff, affiliates of REA. The examination of the application shall be up to 2 weeks.

By results, the Contractor shall chart full names of the specialists together with their working experience (resume or CV including position,) and send them to the Principal. The place of employment of the specialist (NPP/affiliate) shall be indicated in the “Organization” column.

Stage 3. The Principal shall consider the proposals regarding the list of the performers and, in case of no reproof, shall send an official order-letter drawn up according to Appendix 2.

Review of the application shall take up to 2 weeks.

Stage 4. The Contractor shall send copies of the following documents to the Principal:

* personal data form
* passport copy
* copy of education diploma including work experience description.

Stage 5. The Contractor shall get employment visas form F-30 (visa with labour permit) to the specialists. Time period for visas arrangement is 2 months and more.

Stage 6. Once the visas are received, the Contactor shall inform the Principal about its readiness to send specialists.

Stage 7. The Principal shall send a consent letter about receiving specialists within the indicated period and about readiness of accommodation.

Stage 8. The Contractor shall send the specialists and inform the Principal about their departure. The Principal shall provide meeting of the specialists at the airport and their accommodation according to place of residence.

Stage 9. The Contractor, with the Principal’s assistance, shall send the documents of the business traveler in order to get employment certificate and residence permit.

Stage 10 The Contractor, every month or upon services rendering completion, shall draw up monthly report in the form established in Appendix 8 and Timesheet for the Contractor’s specialists (Appendix 7.1), and Certificate on Performed Services (Appendix 15) (in compliance with Appendix 11.3.

Trend 6: Services at the Principal’s personnel sending to RF

Appendix 4.6

4.6.1 The services on operation support may be rendered by the Contractor at pace of its permanent work in RF, at the same time, the Principal’s personnel shall obtain services in RF. The list of the Services to be rendered by the Contractor to the Principal, their scope and time periods for the Principal’s personnel sending to RF shall be determined based on the Principal’s Application (Appendix 3).

4.6.2 Services on support of operation mentioned in the list of potential areas of the Principal and the Contractor cooperation may be rendered by the Contractor at place of its permanent work in RF in the following cases:

* at arranging Iranian specialists participation in annual seminars held at Russian NPPs Sites on topics of operation, maintenance and repair, upgrading and etc.;
* for gaining technical experience, at services rendering for BNPP in Russian Federation by Contractor/Subcontractor forces and based on the Principal’s request, the Contractor may involve the Principal’s specialists for participation in the relevant activities.

4.6.3 The list and scope of Services to be rendered by the Contractor shall be specified in additional Applications of the Principal. Based on the Principal’s Application, the Contractor shall draw up the Work-Order to the Contract.

APPENDIX 5 – Duties and job description of Contractor’s permanent specialists at the Site/Tehran

The general functions and duties of the on the site permanent representatives of design organizations and manufacturers of essential equipment are as follows:

1. Supervision over operation of equipment and systems in accordance with requirements of design and manufacturing documentation.
2. Agreement of temporary modifications in the equipment operation modes when availability of non-safety-related deviations.
3. Agreement of scopes of maintenance and repair of equipment during PPM conduct.
4. Issuance of recommendations for mitigation the defects arising during operation and those defects revealed during planned maintenance as well as development (agreement) of techniques for defects mitigation.
5. Issuance of proposals to BNPP regarding improvement of operation modes and upgrade of equipment and systems in order to enhance reliability and efficiency.
6. Participation in routine meetings carried out both at the management level and in BNPP subdivisions.
7. Coordination of urgent supply of SPTA with the plants to minimize the time of the unit downtime.
8. Participation in investigation of deviations and abnormalities in the NPP operation and issuance of proposals for corrective measures.
9. Keeping the BNPP management being informed about the deviations and defects revealed during operation of the same-type equipment at other NPPs and issuance of proposals for preventing the alike deviations or defects at Bushehr NPP.
10. Ensuring the coordination with the management and main specialists of the enterprise to enable solution of arising problems including calling upon the additional specialists on site if necessary.
11. Issuance of proposals regarding replacement of equipment (if required) for more effective and reliable equipment based on the review of the results of operation.
12. Consulting the operation personnel about the issues related to equipment and systems behavior.

APPENDIX 6 – Duties and job description of Contractor’s specialists
in Tehran

| Sl. No. | Area of the work | Duties  | Man-Month for Five Years |
| --- | --- | --- | --- |
| 1 | Reactor plant design | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Development of the Thermal Hydraulic modeling of the BNPP-1 for safety analysis.Analysis the accident condition during the abnormal events at BNPP and elaborate the recommendations to the NPP operatorsVerification and validation of the computer codesAnalysis of the suggestions of the NPP operator regarding modernization of equipment of the reactor plant, optimization of the operating modes and justification by means of computational analysis and experimental investigation.Analysis of the NPP operation on defect, failures and malfunction and providing recommendation on eliminationDevelopment the mathematical modeling of the reactor equipmentDevelopment of the technical document for NPP operationDeterministic safety analyses to support PSAValidation and verification of EOPs and plant simulatorBest estimate analyses for equipment qualificationPeriodic safety review (PSR) of BNPP-1Supporting safety analyses during design change/modification of operational systems and components.Strength analysis of systems/structural and equipment with considering ageing effects (material embrittlement, fatigue, corrosion, erosion, …)Thermal stratification transient analysis for suspected systems of BNPP-1Rendering suggestions/recommendations and corrective actions to improve the performance of systems and components. | 60 |
| 2 | General design of the plant | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Development of the living PSA for BNPP-1Improvement of environmental monitoring systemNuclear wastes management and radiation protectionDevelopment of operational documentation (severe accident management guidelines and emergency operating procedure).Investigation of the causes of failures (root cause analysis) in the equipment operation.Life Management /extension of the NPP equipment.Verification of the analysis performed by the principle for upgrading the system and equipmentDevelopment/establish of an efficient aging management system for BNPP-1Development of an efficient surveillance and equipment qualification program.Rendering suggestions/recommendations and corrective actions to improve the performance of the systems and components.Developing the configuration management for BNPP-1Assessment of system/equipment condition, residual life prediction and trending analysis.Review, assessment and validation of the analysis made by the Principle.Engineering services for development/improvement of the following programs/activities for the BNPP-1:- Maintenance program- In service inspection- Operator procedures- System/equipment surveillance program- Ageing management program- | 120 |
| 3 | Nuclear fuel and reactor physics | Rendering consultation services and/or Assistance the Iranian experts on the following but not limited areas:3.1 In-Core Fuel Management and Reactor PhysicsPeriodic analysis of the physical operational data at steady state and transient conditions;Neutron physics calculation in order to evaluation of performance of the In-Core monitoring systems(ICIS, NFME, …);Annual fuel management calculation including burn-up and optimized core pattern analysis;Neutron physics calculation in order to analysis of the transient and emergency modes and during physical start-up tests as well;Development and updating of the documents related to short/long term fuel management such as nuclear design report, safety justification report, album of neutron-physical characteristics of the reactor and…;Investigation on subjects like possibility of increasing of fuel burn-up, using new materials, modifications and power up-rating of the reactor core.Fuel Engineering ServicesInvestigation on cause of fuel damages occurred during operation campaign;Providing the required engineering services on using new fuel types such as safety and economic justification, selection of the specific type of new fuel and …;Providing the required engineering services on issues related to spent fuel such as updating of documents and instructions of transportation and storage in fuel pond and…;Providing the required engineering services on issues related to probable changes on fuel pond and its related systems such as cooling system, refueling machine and …; | 3030 |
| 4 | Engineering services | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas:Conditioning monitoring and performance analysisInvestigation of the causes of failures (root cause analysis)Ageing assessment and residual life predictionSupporting technical analysis during design change/improvementImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |
| 5 | RCP and related systems | Rendering the engineering services and assistance/ consultation of the Iranian expertsregarding the RCP and related systems and main components as well as transferring information and experiences :Root cause investigation and analysis of failures and providing the corrective solutions or actionsTime limited ageing analysisImprovement/modernization of systems and componentsResidual life time prediction and assessmentStrength analysis of RCP and related components during unanticipated operational conditions (stress, fatigue, vibration, seismic, …)Improvement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle. | 30 |
| 6 | Rotary Equipment | Rendering the engineering services and assistance/ consultation of the Iranian experts regarding the high voltage electric motors, (feedwater pumps, circulation pump, etc.), and related systems and main components as well as transferring information and experiences :Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsImprovement/modernization of related systems and componentsAgeing degradation and residual life prediction assessmentStrength analysis during unanticipated operational conditions (stress, fatigue, vibration, seismic, …)Improvement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |
| 7 | Turbine service systems and equipment | Rendering the engineering services and assistance/ consultation of the Iranian expertsregarding the turbine system and related main components as well as transferring technical information and experiences:Conditioning monitoring and performance analysisInvestigation of the causes of failures (root cause analysis)Ageing assessment and residual life predictionSupporting technical analysis during design change/improvement and modernizationImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle. | 30 |
| 8 | APCS | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areas regarding the I&C systems such as CPS-EE, ESFIP, MCDS, diagnostics systems, NMS, TPTS, TLS-U, IOPRS, etc. as well as transferring technical information and experiences:Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsSupporting technical analysis during design change/improvement or modernization of the related systems | 30 |
| 9 | Water Chemistry Systems | Rendering the engineering services and assistance/ consultation of the Iranian experts in the following but not limited areasregarding the water chemistry systems as well as transferring technical information and experiences:Root cause investigation and analysis of failures or problems and providing the corrective solutions or actionsAnalysis of water chemistry balance and technical support of performing water chemistry balance and operation of the reactor water cleanup system and secondary purification system at BNPP-1.Supporting technical analysis during design change/improvement or modernization of the related systemsAgeing degradation assessmentImprovement/optimization of operational instructions and proceduresReview, assessment and validation of the analysis made by the Principle | 30 |

APPENDIX 7– Forms of Timesheet

Appendix 7.1 - Format of the Timesheet

for the Contractor’s specialist for "\_\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

|  |  |
| --- | --- |
| The Principal  | NPPD |
| The Contractor  | REA |
| Project  | Bushehr Nuclear Power Plant, Unit 1 (Iran)/ TAVANA Co. |
| Type of works  | Performance of works, required for safety operation of BNPP-1  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Name | Position  | \_\_\_\_\_\_\_\_\_ 20\_\_\_\_  | Number of Hours |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| grade 4 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 |   |   |   |   |   |   |   | 132,00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-hour | 308 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,75 |
| grade 5 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  | В | В | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | В | В | 9 | 9 | 9 | 9 | 8 | 176,00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total per month, man-hour  | 352 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total per month, man- months | 2,00 |

Legend in the timesheet:

Р - working days in IRI, В - days off in IRI, П - holidays in IRI, Б - Sick note, К - being on mission, О – leave.

Amount of man\*months shall be determined by method of dividing total amount of man-hours per month as per the Timesheet to the standard amount of hours in this specific month in compliance with the working time schedule.

|  |  |  |
| --- | --- | --- |
| Authorized representative of the Principal |  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 7.2 - Format of the Timesheet

for the Contractor’s specialists staying in IRI for "\_\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ .

|  |  |
| --- | --- |
| The Principal  | NPPD |
| The Contractor  | REA |
| Project  | Bushehr Nuclear Power Plant, Unit 1 (Iran) |
| Type of works  | Support of BNPP-1 repairs and maintenance  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Name | Position  | \_\_\_\_\_\_\_\_\_ 20\_\_\_\_  | Days in IRI |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| grade 4 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | 30 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х |  |  |  |  |  |  |  |  | 22 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-days | 52 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,73 |
| grade 5 |
|  |  |  | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | х | 30 |
|  |  |  | х | х | х | х | х | х | х |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 7 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man-days | 37 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Total for month, man- months | 1,23 |

Legend in time sheet:

Х – days of staying in IRI, which shall be defined by stamps on crossing IRI board in the foreign passport.

Amount of man\*months shall be determined by method of dividing total amount of man-days per month as per the Timesheet to the standard amount of days in this specific month.

|  |  |  |
| --- | --- | --- |
| Authorized representative of the Principal |  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 8 – Shapes of the Contractor’s Monthly Report

Appendix 8.1 - Format of the Contractor’s Monthly Report on rendering of services on technical support of operation

| No. | Description of the Contractor‘s specialist services | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 | General information. Performance of all functions and duties in the framework of approved job descriptions of the specialist | 1. Total number of the Contractor’s specialist, involved in rendering of services, shall be specified |
| 2. In case of any comments the list of comments to the Contractor’s specialist shall be included |
| 2 | The reactor installation General Designer’s (OKB Gidropress JSC) author’s supervision | The reactor installation engineering and technical support during operation (including maintenance and repair), upgrading and modification |
| 3 | Artichect-Engineer’s (Atomenergoproyekt JSC) author’s supervision | Technical support during operation, upgrading and modification of the nuclear plant |
| 4 | Power Machines JSC author’s supervision | Technical support during operation (including maintenance and repair), upgrading of the turbine and the generator |
| 5 | TSKBM JSC author’s supervision | Technical support during operation (including maintenance and repair), upgrading of the RCP |
| 6 | OKBM Afrikantov JSC author’s supervision | Recommendations on high voltage electric motors, (feedwater pumps, circulation pump, etc.), development of technical proposals on current problems which may occur during operation on Bushehr NPP site |
| 7 | Technical support of nuclear fuel operation and in the field of reactor physics | Assistance in reconciliation of parameters relating to the calculations of the reactor core configuration with the measured values and giving necessary recommendations. Analysis of operation modes from the point of view of correspondence of safety margins to the conditions of safe operation, calculation of the main reactor parameters during physical tests and power increase, prediction of reactor parameters changing if compared with normal operation. Recommendations on improving control of spent FA condition during storage in the cooling pool, on utilization of additional equipment for cleaning the pool and the reactor vessel from sediments |
| 8 | Technical support of operation of systems and equipment of reactor, turbine services, electrical, ACPS, transportation and technological facilities | 1. Transfer of experience of operation of equipment in reactor and turbine services, recommendations and consultation on development of operating documentation among others, including SBEOI and severe accident management guidelines |
| 2. Assistance for BNNP in establishment of emergency response centre, actions in nuclear/radiation accidents |
| 3. Periodical technical supervision of maintenance, checking and remedy of defects of generator-transformer unit protection elements, analysis of eventual malfunctions, proposal of technical solutions |
| 4. Periodical technical supervision of maintenance, development of technical proposals on problems that may occur to the equipment during operation of CPS-EE, ESFIP, MCDS, diagnostics systems, NMS, TPTS, TLS-U, IOPRS, etc |
| 5. Carrying out scheduled maintenance of SIRM upper and lower levels. Comparative analysis of SIRM hardware during operation of the system, checking of parameters of functional devices and units, checking and control of operability of hardware and software, analogue signals input units, performing the fuel reloading procedure in SIRM database. Carrying out technical consultations and development of justified technical proposals in the case of problems with equipment and software, giving recommendations on prevention of eventual failures of equipment, functional devices and units, analogue signals input units |
| 6. Analysis of water chemistry balance and technical support of performing water chemistry balance and operation of the reactor water cleanup system and secondary purification system at BNPP. Experience transfer regarding application of advanced methodology and equipment for water chemistry balance of NPP systems. Development of technical recommendations in the case of water chemistry degradation |
| 7. Participation in preventive inspections and testing of refueling machine. Briefing of operators on technical aspects of refueling machine operation before its operation. Development of technical proposals when revealing problems regarding mechanical and electrical equipment, instrumentation and participation in the problems solution. Analyze the performed maintenance and make proposals on maintenance and preservation, technical modifications and drawing up of a list of spare parts for the refueling machine, etc.Giving recommendations regarding polar crane, development of technical proposals on current problems which may occur on site during operation and maintenance of polar crane |
| 8. Assistance in elimination of operational failures in ARMS circuit of upper level.Responses to corresponding questions asked by BNPP specialists and making recommendations regarding ARMS operational reliability improvement. Assistance to BNPP specialists in development of off-line database backup which shall archive accumulated data |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

The Contractor’s representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

**Appendix 8.2 - Format of the Contractor’s report on rendering services on support of repairs and maintenance**

Reporting period from …… to ………

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
|  |  |  |
|  |  |  |

Note: in the process of production activity the format of the Contractor’s report may be changed by agreement of the Parties.

The Contractor’s representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 8.3 - Format of the Contractor’s monthly report on rendering services at technical support of upgrading

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
| 3 |  |  |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

The Contractor’s representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 8.4 - Format of the Contractor’s monthly report on rendering services in establishing and support of TAVANA Co. company

| No. | Description of the Contractor‘s specialist services  | List of works in the framework of rendering of services, for which information on performance shall be provided for the reporting period |
| --- | --- | --- |
| 1 |  | 1. Total amount of the Contractor’s personnel involved in services rendering shall be specified. |
| 2. List of comments (if any) to the Contractor’s personnel shall be provided. |
| 2 |  |  |
| 3 |  |  |

Note: in the process of production activity the format of the Contractor’s monthly report may be changed by agreement of the Parties.

The Contractor’s representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 9 – Certificate on Release of Year’s Retention

Appendix 9.1 - Certificate on Release of Retention

We, as signed below, on behalf of the Contractor by ……….…………………….,

on behalf of the Principal by ………...……,

confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering of Engineering Services and Technical Support of Operation of the Bushehr NPP unit No. 1 at \_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

|  |  |  |
| --- | --- | --- |
| THE PRINCIPAL |  | THE CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.2 - Certificate on Release of Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in support of repairs and maintenance of Bushehr NPP Unit No. 1 during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.3 - Certificate on Release of Annual Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in technical support of BNPP Unit No.1 upgrading during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 9.4 - Certificate on Release of Annual Retention

We, as signed below, on behalf of the Contractor by …………..……………..…………..,

on behalf of the Principal by …………………….., confirm the fulfillment of the Contractor's obligations regarding Good Performance of the Contractor's obligation under the Contract on Rendering Services in establishing and development of TAVANA Co. company during the period from \_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signing of its Certificate should be the basis to draw up an invoice by REA for payment of Retention money as per Letter of Credit No. …………., which sum is due for performed Services as per the Contract.

Amount of retention: EURO…………………. (…………………….…....……Euro).

Fulfillment of the Contractor's obligations regarding Good Performance under the Contract for the period from \_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been confirmed by the representative of the Principal at the BNPP-1 Site based on the relevant performed Services.

|  |  |
| --- | --- |
| Authorized representative of the Principal  | Authorized representative of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 10 – Requirements to Qualification of the Contractor’s Specialists

|  |  |  |
| --- | --- | --- |
| Position | Requirements to qualification | Documents confirming the personnel qualification |
| Head /Director of Representative Office | Higher vocational education and work experience at least 3 years at NPP managerial positions | -copy of Diploma;-statement from employment record. |
| Chief Technologist | Higher vocational (technical) education and work experience at least 5 years at positions of specialists and managerial positions at nuclear power plant | -copy of Diploma;-statement from employment record. |
| Head of department | Higher vocational education and work experience at least 3 years at NPP managerial positions at maintenance and repair department subdivision  | -copy of Diploma;-statement from employment record. |
| Head of section  | Higher vocational (technical) education and work experience at least 3 years at positions of specialists and managerial positions by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Lead expert | Higher vocational (technical) education and work experience at least 3 years at specialist positions by professional activity trend | -copy of Diploma;-statement from employment record. |
| Lead specialist | Higher vocational (technical) education and work experience at least 2 years at specialist positions by professional activity trend | -copy of Diploma;-statement from employment record. |
| Lead engineer  | Higher vocational (technical) education and work experience at least 2 years in certain field by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Engineer, specialist | Higher vocational (technical) education and work experience at least 2 years by professional activity trend. | -copy of Diploma;-statement from employment record. |
| Senior foreman, foreman | Higher vocational (technical) education and work experience at least 2 years by professional activity trend or vocational (technical) education and work experience at least 3 years by professional activity trend. | -copy of Diploma;-statement from employment record. |

Note: The Contractor’s specialists are hired after the Principal’s consideration and approval of the documents confirming qualification.

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX  11 - Schedule on Handover of works performed

Appendix 11.1 -Schedule on Handover of works on trend

Technical support of operation

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No.7.1 – for the Contractor’s permanent specialists at BNPP Site /in Tehran and in Appendix 7.2 – for another cases of the Contractor’s specialists detaching) together with Certificate of Handover and Acceptance of works (Appendix 15.1) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the Timesheet for the Contractor's specialists at BNPP within the reporting month together with Certificate of Handover and Acceptance of works not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal together with the Certificate of Handover and Acceptance of works, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen three calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist at BNPP within the reporting month together with the Certificate of Handover and Acceptance of works, the Contractor shall submit a copy of the approved Time Sheet, together with Certificate of Performed Services Acceptance, Certificate of Acceptance performed Services (Appendix No. 15) and relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). At the same time, the Contractor shall forward the original copy of the previously submitted Time Sheet to the Principal as soon as possible. together with the Certificate of Handover and Acceptance of works. The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP with the Certificate of Handover and Acceptance of works approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.2 - Schedule on Handover of works on trend

Support of repairs and maintenance

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No.7.1 – for the Contractor’s permanent specialists at BNPP Site /in Tehran and in Appendix 7.2 – for another cases of the Contractor’s specialists detaching) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the Timesheet for the Contractor's specialists at BNPP (Timesheet for the Contractor’s specialists staying in IRI) within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist at BNPP within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.3 - Schedule on Handover of works on trend

Technical support at upgrading

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up reporting documentation envisaged by the approved Work-Order or the Timesheet for the Contractor’s specialists rendering services by this trend at BNPP within the reporting month (time-sheet form is provided in Appendix No. 7.2) and officially submit the reporting documents/Timesheet to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal at BNPP Site shall review and approve the reporting documents/Timesheet for the Contractor's specialists at BNPP within the reporting month not later than three working days from the date of its receipt.

3. Not later than in five days from the date of the reporting documents/Timesheet approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract or envisaged in the approved Technical Assignment.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the reporting documents/Timesheet within the reporting month, the Contractor shall submit a copy of the approved the reporting documents/Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the reporting documents/Timesheet approved by the Principal's representative at BNPP-1.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.4 - Schedule on Handover of works on trend

 Assistance in establishing and development of TAVANA Co.

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists within the reporting month (time-sheet form is provided in Appendix No. 7.1) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal shall review and approve the Timesheet for the Contractor's specialists within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialists within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists approved by the Principal's representative.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

Appendix 11.5 - Schedule on Handover of works on trend

Technical support and consulting at new NPP Units with WWER 1000(1200) designing, construction and operation.

The present Procedure has been developed for timely works handover by the Parties and for signing the documents envisaged by this Appendix.

1. Upon expiration of each reporting month, the Contractor shall draw up the Timesheet for the Contractor’s specialists sent to render services by this trend within the reporting month (time-sheet form is provided in Appendix No. 7.2) and officially submit it to the Principal at BNPP Site for assessment and approval no later than on the fifth day of the month following the reporting one.

2. The representatives of the Principal shall review and approve the Timesheet for the Contractor's specialists within the reporting month not later than three working days from the date of its receipt.

3. Not later than in two days from the date of the Timesheet for the Contractor’s specialist at BNPP approval by the Principal, the Contractor shall submit to the Principal the report on rendered services (performed works) for the reporting month as per the form envisaged by Appendix No. 8 to the Contract.

4. The Principal has the right to submit to the Contractor comments to the report once within four working days. The Contractor shall eliminate the comments within four calendar days or provide clarifications and submit the final version of the report to the Principal.

5. After the final report version is submitted to the Principal, the latter shall not demand from the Contractor to introduce additional modifications to the report.

6. Not later than in fifteen calendar days from the date of the Principal approving the Timesheet for the Contractor’s specialist within the reporting month, the Contractor shall submit a copy of the approved Time Sheet, Certificate of Performed Services Acceptance, (Appendix No. 15) together with relevant invoice of the performed services to the Principal in Tehran (NPPD Co.). The ground for the Certificate of Performed Services Acceptance submission shall be the Timesheet for the Contractor’s specialists at BNPP approved by the Principal's representative.

7. The Principal shall review and sign the Certificate of Performed Services Acceptance within seven working days from the date of its official receipt.

|  |  |  |
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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 12- Working Regulation for the Contractor’s Specialists at BNPP/Tehran

The specialists of the Contractor shall work according to the work time schedule of the Principal’s specialists, which includes the work days, holidays and mournful days. The days off, according to the work time schedule of the Principal specialist, shall be: days off, holidays and mournful days.

Duration of a work week of the Contractor’s specialist is 44 hours.

The below is the schedule of the work week:

* Work week – 5-days;
* Work days – Saturday, Sunday, Monday, Tuesday, Wednesday;
* Duration of a work day:
* - 9 hours on Saturday, Sunday, Monday, Tuesday;
* - 8 hours on Wednesday;

Days off – Thursday, Friday.

Below is the schedule of a work day:

* Duration of a work day ‑ 9 hours (lunch included);
* Beginning of a work day – 7:30;
* Break for lunch – 1 hour;
* End of a work day – 16:30;
* End of a work day on Wednesday – 15:30.

Time of the work day beginning and time of the lunch break can be changed upon the preliminary notification of the Principal, providing that the total duration of the work day time – 9 hours – is retained.

Duration of a scheduled annual vacation is 30 work days.

Within the first month since the date of Contract putting into force, the Contractor shall submit the annual schedule of the Contractor’s specialist vacations to the Principal indicating the duration of the vacations in terms of calendar days. In case of necessity, the Principal has the right to transfer the scheduled vacation of the Contractors specialist to another time in accordance with IRI legislation.

Notes:

1. The Time Sheet shall be kept according to IRI legislation, however all the days including leaves and the days of absenting due to sickness or illness of the Contractor’s specialist, labor being payable to the specialist as per IRI Law shall be paid to the Contractor.

2. When IRI labor legislation change, these changes will also be spread to the specialist of the Contractor.

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| PRINCIPAL |  | CONTRACTOR |
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| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 13-Working and Living Conditions of the Contractor's Specialist

|  |  |  |
| --- | --- | --- |
| Services | Principal’s obligations | Remarks |
| 1. Purchasing air tickets and transfer from Emam Khomeni Airport to Morvarid residential camp. | Meeting and transfer from Emam Khomeni Airport to Mehr Abad Airport or to a residence place in Tehran | \* The specialist and their family members shall be transported from Emam Khomeini Airport to Mehrabad Airport or to a residence place in Tehran, and from Bushehr airport to BNPP camp and vice versa by bus.\* In case of limited number of persons, they will be transported by sedan cars (Samand, Peugeot or van).\* Trips shall be arranged with the view of minimum stay of specialist in Tehran.\* The ticket for the family members of specialist in the said direction shall be supplied by the Principal, but the expenses shall be borne by the user.  |
| Purchasing Bushehr-Tehran round trip air ticket for Contractor’s specialist approved by the Principal  |
| Meeting and transfer from Bushehr Airport to Morvarid Camp |
| Accommodation in Tehran in case of services rendering in Tehran, flight delay or unforeseen circumstances  |
| 2. Provision with housing. | The Principal is obliged to provide family houses and single units (subject to agreement between the Contractor and the Principal single unit may be a one room house or a room in a house).In Tehran, the Principal is obliged to provide an apartment or a single room in a four-star hotel, or to pay the Contractor’s rental expenses borne at RF trade representation area in the amount of a single room price in a four-star hotel. | Houses shall be prepared according to the Table No.1. |
| Single specialist are settled in houses in groups (each room is intended for one person). The management of specialist settlement in houses shall be executed by the Contractor's suggestion and the Principal's approval. |
| 3. Provision with utility services inside the houses. | The Principal shall purchase the equipment for the houses in accordance with IRI laws and regulations. | The equipment needed for each type of house is specified in the Table No.2. |
| 4. Water, power, gas cylinder, internet line, telephone line and cable television | The Principal shall provide the houses with water, power, gas, telephone and internet. The Principal shall maintain and update the existing TV installations in the Russian camp.  | The telephone call and internet use charges shall be paid by the users (residents). |
| 5. Medical services | The Principal makes necessary coordination with Shahed Polyclinic at Morvarid camp to provide the specialist and their family members with medical services. | The charges of supplying with medicines and relevant paramedical tests shall be borne by the user. |
| To provide better services, a Persian Russian interpreter shall be present in the Polyclinic. |
| The Principal makes the required coordination with medical centers in Bushehr and Tehran (dentistry, radiology, laboratory, etc.).  |
| 6. Transition from camp to Site and vice versa, and from the residence place in Tehran and back  | The transfer of the Contractor's specialist to the Site and vice versa and from the residence place in Tehran and back shall be conducted by the Principal, by the vehicles considered in this regard. | Additionally based on the Contractor’s offer and Principal’s approval sedan cars («Peugeot») shall be placed at the Contractor’s permanent representative disposal at the Principal’s expense. |

The Principal shall bear the responsibility for performing in time and with the proper quality of the services the functions envisaged by the present Appendix and related to the fulfillment of the liabilities for meeting, transferring, accommodating and housing of the Contractor’s specialist within the scope agreed upon by the Parties.

Table №1-Under its obligations the Principal shall prepare to the Contractor houses equipped with the following items:

|  |  |
| --- | --- |
| 1 | Water heater and fittings |
| 2 | Bathroom Shower |
| 3 | Bathroom mixer taps |
| 4 | Mirror and bulb light |
| 5 | Washbasin and relevant fittings |
| 6 | Dishwashing cabinet |
| 7 | Dishwashing cabinet fittings |
| 8 | Door lock and hinge |
| 9 | Cupboard and table |
| 10 | Kitchen extractor |
| 11 | Switch and socket |
| 12 | Door, shelf, chest of drawers |
| 13 | Venetian blind and glasses |
| 14 | Window and relevant handle |
| 15 | Room door, lock and handle |
| 16 | Light bulb |
| 17 | Fluorescent lamp installed on house |
| 18 | Toilet extractor |
| 19 | Toilet washbasin and relevant fittings |
| 20 | Toilet mirror, soap bowl, toilet brush, dust bin |
| 21 | Water closet and fittings |
| 22 | Bathroom walls condition |
| 23 | Toilet walls condition |
| 24 | Complete painting of the house  |
| 25 | Place for dishes washing and relevant taps |
| 26 | Big bathtub with relevant taps |
| 27 | Bathroom and toilet ceramics  |

Table №2

List of household articles required for houses maintenance regardless ??? depending of their type

|  |  |  |
| --- | --- | --- |
| Houses for families or group of specialists |  | Single houses |
| Household utensils | Specification  |  | Household  | Specification  |
| Air conditioner | Air conditioners available at houses shall be used after maintenance, and in case of defect, they shall be replaced by the Principal. Split-systems shall be installed for chief managers of operation specialist upon the Contractor’s proposal and the Principal’s agreement.  |  | Air conditioner | Air conditioners available at houses shall be used after maintenance, and in case of defect, they shall be replaced by the Principal. Split-systems shall be installed for chief managers of operation specialist upon the Contractor’s proposal and the Principal’s agreement.  |
|  |
| Refrigerator | Iranian type 10' |  | Refrigerator | Iranian type 10' |
|  |
| TV Set, TV table |  |  | TV Set, TV table |  |
|  |
| Bed, bed spread and pillowBed linen, towels, blanket | Metal one, in the number of persons |  | Bed, bed spread and pillowBed linen, towels, blanket |  |
|  |
| Microwave oven | Iranian type |  | Iron and ironing board  |  |
|  |
| Electric oven |  |  | Electric oven | Two burners, table-top |
|  |
| Iron and ironing board |  |  | Washing machine | Twisting type |
|  |
| Washing machine | 5-kilo-automatic, one |  | Desk, chair |  |
|  |
| Gas oven | Three burners, table-top |  | Desk lamp |  |
|  |
| Dining table, chairs | Four-person, one table, one chair per one person |  | Set of kitchen utensilsElectric kettle |  |
|  |
| Computer desk |  |  | Moquette carpet |  |
|  |
| Wardrobe;Desk lamp | One per a person |  | Mirror |  |
|  |
| Set of kitchen utensilsElectric kettle |  |  | Telephone set |  |
|  |
| Full-length mirror – hangers  |  |  | Electric vacuum cleaner |  |
|  |
| Moquette carpetBuckets, basins |  |  | Wardrobe; | One per a person |
|  |
| Telephone set |  |  | Buckets, basins |  |
|  |
| Electric vacuum cleaner |  |  |  |  |
|  |
| Sofa and two armchairs |  |  |  |  |

APPENDIX 14-Criteria for the Contractor’s specialist work evaluation

List of production omissions as well as violations when the bonus will not be charged to the wage of the specialist of the Contractor or will be charged in a less amount.

|  |  |  |  |
| --- | --- | --- | --- |
| № | Violation | Quality coefficient decrease% | Note |
|  | Unauthorized absence from the workplace for more than 4 hours within the working day without a reasonable excuse  | 100 |  |
|  | Late coming to work  | Maximum 50 | Depending on the violation seriousness |
|  | Violations of labor protection regulations  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of fire safety requirements  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of nuclear power engineering rules and regulations  | Maximum 10 | Depending on the violation seriousness |
|  | Violations of production and technical documentation requirements  | 10 | Depending on the violation seriousness |
|  | Violations of “Technological specification of safe operation” and operating instructions requirements resulting in violation or failure against the criteria of the procedure in force | Maximum 100 | Depending on the violation seriousness |
|  | Violations of “Technological specification of safe operation” and operating instructions requirements not resulting in violation or failure against the criteria of the procedure in force | Maximum 50 | Depending on the violation seriousness |
|  | Low quality of the executed work revealed during equipment trial run or inspections performed by the supervisory bodies | Maximum 20 | Depending on the violation seriousness |
|  | Frustrations of the deadlines specified in the work performance schedules, protocols and measures  | Maximum 10 | Depending on the violation seriousness |
|  | Violation of rules of behavior and residence by the Contractor specialist in IRI  | Maximum 15 | Depending on the violation seriousness |

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| PRINCIPAL |  | CONTRACTOR |
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| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 15 - Certificate of Performed Services Acceptance

Certificate of Performed Services Acceptance

CERTIFICATE No.\_\_\_

We, the undersigned, the Principal in the person of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one part, and the Contractor, in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting based on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the other part, confirm the obligations regarding Services rendering by the Contractors in \_\_\_\_\_\_\_, (month) 20\_ \_for rendering Engineering Services and Technical Support of the BNPP-1 operation.

Signing of this Certificate should be the basis to draw up an invoice by REA for a payment as per Letter of Credit No. \_\_\_\_\_\_\_\_\_\_\_\_\_, which sum is due for performed Services as per the Contract.

Basic price of performed Services: EURO……………… (………………………………..Euro)

Net amount: EURO……………………………. (……………………………….…....……Euro)

Fulfillment of the Contractor’s obligations under the Contract for the period from \_\_\_\_\_\_\_\_ 20\_\_ . to \_\_\_\_\_\_\_\_20\_\_ . for stage \_\_\_\_\_\_\_ of Work-Order No. \_\_\_ is confirmed by the representative of the Principal at the BNPP based on the related performed Services.

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| PRINCIPAL |  | CONTRACTOR |
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| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 16 – Sequence of determining the damage and loss inflicted to the Principal’s personnel, property, equipment and to BNPP-1 as the result of the Performer’s personnel intentional acts or negligence

Objective:

To determine the damage and loss inflicted to the Principal’s personnel, property, equipment and to BNPP-1 as the result of intentional acts or negligence at performance of tasks and works, which shall be entrusted to the Performer’s personnel in compliance with the subject of this Contract and the Contractor’s obligations.

Scope of statement:

All events, accidents and/or defects of the equipment shall be studied, if the direct or the main cause for such accident, deviation and defect of the equipment is an intentional act or negligence of the Performer’s personnel.

The Principal shall monitor for fulfillment of this procedure requirements.

Definitions:

The following definitions are used in the text of this procedure:

Principal: Nuclear power production and development Company of Iran (NPPD)

Performer: Joint Stock Company JSC «Concern Rosenergoatom» /Joint Stock Company «Atomtechexport» (JSC «ATEX»)

The Performer’s personnel:

The personnel assigned by the Performer to perform works under the Contract.

Committee: here, a Committee is assumed (consisting of two persons from the Principal and two persons from the Performer), the chairman of which shall be the Principal’s representative, the co-chairman shall be the representative of the Performer party, which studies the damage and loss inflicted to BNPP-1 personnel, property, equipment as the result of the Performer’s personnel intentional acts or negligence.

Organization:

In case of an accident, it shall be investigated by the Principal in compliance with the existing procedures. If the direct or input cause for the accident is an intentional act or negligence of the Performer’s personnel, degree of the damage inflicted to the personnel, property, equipment located at BNPP shall be determined by the Principal and submitted (through the official letter) to the authorized representatives of the Performer.

The Performer shall study this issue within 16 (sixteen) working days after the notification submission by the Principal to the Performer’s representatives, and inform the Principal’s representative officially on its consent or disagreement. If the official notification has not been received from the Performer within the abovementioned time period, it should be considered, that the issue is accepted by the Performer.

The Performer shall officially inform the Principal on the Committee members from its party maximum within 3 work days after its official notification on refusal to compensate the damage.

The Principal shall issue an order within maximum 3 (three) work days after receiving official notification on the Committee members from the Performer’s Party and determine the place for the Committee meeting, and inform on the Committee members from its party as well at least 7 (seven) days before the Committee meeting beginning.

The Committee shall take final decision within 15 (fifteen) work days, however, if it is required to prolong the abovementioned period due to necessity of required specialists presence or due to any other valid reasons, the Committee chairman shall submit to the Principal and official request for the mentioned period prolongation maximum up to 30 (thirty) days.

The Committee shall officially inform the Principal and the Performer on the meeting results within 7 work days from the date of the decision taking.

If the Committee members failed to reach a mutual decision within the abovementioned time period as per item 5, the Principal have the right to deduct the amount equal to the damage amount but not exceeding the amount required to cover possible damage as specified in the present Contract till this issue settlement.

Responsibility:

The Committee chairman is responsible for:

submission of request for the Committee meeting period prolongation as per item 5 of this Sequence;

arrangement of the Committee meeting;

arrangement of an interview with the operational personnel and damage investigation, if required;

drawing up of an additional report and required documents to be approved by all Committee members;

announcement of the official results to the Principal and the Performer within the period not exceeding 7 work days starting form the date of the decision taking.

If any of the Committee members disagrees with the reports, study or content of the Minutes of Meeting, he shall sign the mentioned document with the comments. The comments of the Committee members shall be recorded in the Committee’s documents and materials.

Report Form

The Committee report shall include at least mentioned below:

* Title sheet;
* Report No.;
* Date of issue;
* Time of an accident;
* Date of an accident;
* Place of an accident;
* Accident description;
* Name of a person received the report;
* Text of report;
* Corrective actions, such as estimation of quantity of equipment subject to repair or replacement;
* Financial estimation of direct damages and losses;
* Studied documents and documentation;
* Conclusions by results of interview with the employees / personnel;
* Study of documents and interviews review results;
* Direct or main causes based on the study results;
* Committee proposals based on the study results;
* Appendices;
* Name, surname, signature and position of the Committee members.

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| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 17 – Reimbursement rates for the Contractor’s specialists

**Appendix 17.1 – Reimbursement rates for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

**Appendix 17.1.1 – Reimbursement rates for grade 4"B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.2 – Reimbursement rates for grade 5 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.3 – Reimbursement rates for grade 6 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.4 – Reimbursement rates for grade 7 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.5 – Reimbursement rates for grade 8 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.6 – Reimbursement rates for grade 9 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.7 – Reimbursement rates for grade 10 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.1.8 – Reimbursement rates for grade 11 "B" for the Contractor’s permanent specialists at BNPP Site or in TAVANA Co Company.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 8. | Taxes in IRI 3% |  |
| 9. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2 – Reimbursement rates for the Contractor’s specialists detached to BNPP Site for the short time**

**Appendix 17.2.1 – Reimbursement rates for grade 4"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.2 – Reimbursement rates for grade 5** **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.3 – Reimbursement rates for grade** 6 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.4 – Reimbursement rates for grade 7 "B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.5 – Reimbursement rates for grade** 8 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.6 – Reimbursement rates for grade** 9 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.7 – Reimbursement rates for grade** 10 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

**Appendix 17.2.8 – Reimbursement rates for grade** 11 **"B" for the Contractor’s specialists detached to BNPP Site for the short time**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of expenditures**  | **Cost, man\*month, in Euro** |
| 1. | Labor payment expenditures  |  |
| 2. | Contributions to pension, social and medical insurance funds  |  |
| 3. | Other wage taxes to (injury 0,2% of i.1) |  |
| 4. | Indirect expenses  |  |
| 5. | Business trip expenses  |  |
|   | Self-cost calculated per one person  |  |
| 6. | Profit (at efficiency level 10%) |  |
|   | Total reimbursement rate per 1 employee  |  |
| 7. | VAT (18%) |  |
|   | Total reimbursement rate per 1 employee with VAT |  |
|   | Additional deductions under the Contract  |  |
| 7. | Taxes in IRI 3% |  |
| 8. | Bank charge 0,6% |  |
|   | Total deductions |  |
|   | Reimbursement rate for the year 2014. |  |
|   | Reimbursement rate for the year 2015. (5,1%) |  |
|   | Reimbursement rate for the year 2016. (4,7%) |  |
|   | Reimbursement rate for the year 2017. (4,4%) |  |
|   | Reimbursement rate for the year 2018. (4,1%) |  |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 18- List of products envisaged by the norms of Protective and supplementary diet

LUNCH:

|  |  |
| --- | --- |
| Course: | Dessert |
| Chicken barbecue  | Salad, yogurt, fruit, dates |
| Kebab | Salad, Churned sour milk, lime, fruit, dates |
| Kebab | Salad, Churned sour milk, lime, fruit, dates |
| Special Kebab | Salad, «Delster» drink, lime, fruit, dates |
| Cooked rice and fried hen | Yogurt, olive, salad, fruit, dates |
| Dill, rice and fish | Pickles, limes, fruit, dates |
| Meat and vegetable stew minced | Salad, yogurt, fruit, dates |
| Meat stew and potato | Salad, yogurt, fruit, dates |
| Lentil, rice and meat | Salad, yogurt, fruit, dates |
| Cabbage, rice and meat | Salad, yogurt, fruit, dates |
| Spanish rice | Salad, yogurt, fruit, dates |
| Macaroni | Salad, yogurt, fruit, dates |

DINNER:

|  |  |
| --- | --- |
| Course: | Dessert |
| Cabbage, rice | Yogurt, olives |
| Spanish rice | Yogurt, soup |
| Macaroni | Yogurt |
| Minced meat stew and potato | Yogurt |
| Egg plant stew | Yogurt |
| Cutlet | Yogurt, ketchup |
| Barbecue of chicken with bone attached | Yogurt, soup |
| Barbecue hen | Yogurt |
| Kebab | Churned sour milk, limes |

BREAKFAST:

|  |
| --- |
| Course: |
| Butter and jam |
| Egg or milk |
| Cheese, tomato, cucumber |
| Butter, honey, cheese |
| Cheese & biscuit |
| Cheese |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |

APPENDIX 19 Work-Order Form

|  |
| --- |
| WORK–ORDER No.\_\_\_\_ from «\_\_\_»\_\_\_\_\_\_\_\_20\_\_.  |
| to Contract No. \_\_ from «\_\_» \_\_\_\_\_\_\_20\_\_ . |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (full title of the Contract) |

|  |  |
| --- | --- |
| 1. | The work-order is developed based on Application No. \_\_ from «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_20\_\_ . |
| 2. | Description of the Services to be rendered:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3. | General conditions of Services rendering as per Contract No. \_\_\_\_\_from «\_\_»\_\_\_\_\_\_\_\_20\_\_ . |
| 4. | Additional conditions for services rendering are specified in the Technical Assignment (Attachment No. 1 to the Work-Order). |
| 5. | The calendar plan for the Services rendering is available in Attachment No. 2 to this Work-Order. |
| 6. | Cost of the Services is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7. | Justification for the cost of the Services to be rendered is available in Attachment No.3 to this Work-Order  |
| 8. |  The Schedule of payments (if required) for the performed services is available in Attachment No.4 to this Work-Order  |
| 9. | Other conditions (if any) are specified in Attachment No.5 to this Work-Order  |

|  |  |  |
| --- | --- | --- |
| PRINCIPAL |  | CONTRACTOR |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |  | “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_ .  |