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EPC CONTRACT

CONTRACT SPECIFICATIONS

DOCUMENT NAME:	LICENSING AND PERMITTING, SAFETY AND QUALITY DOCUMENT
VERSION DATE:	March 2025

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SIGNATURE PAGE

IN WITNESS WHEREOF the Owner* and the Supplier* have hereby signed this part of the EPC Contract*.

For and on behalf of the **OWNER, Elektrárna Dukovany II, a. s.**

Signature
Name
Title



Signature
Name
Title



For and on behalf of the **SUPPLIER, Korea Hydro & Nuclear Power Co., Ltd.**

Signature
Name
Title



Signature
Name
Title



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0 INTRODUCTION

A

This Licensing and Permitting, Safety and Quality Document* defines the requirements related to the licensing and permitting processes, safety rules (such as security, fire protection, emergency preparedness, radiation protection and O&HS), environmental and quality management applicable during the execution of the Project*.

B

This document further specifies requirements set out in the Terms and Conditions*, in particular, but not limited to, those defined in Chapters 5 and 6. This document is interrelated with other documents of the EPC Contract* and Nuclear Fuel Contract*, therefore it shall be read, construed and explained together with those related documents. For this purpose, this document contains references to other parts of the EPC Contract* or Nuclear Fuel Contract* containing, inter alia, the specification of detailed requirements.

C

Further requirements related to nuclear safety, radiation protection, emergency preparedness, etc. are also stipulated under the Technical Requirements Document*.

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1 LICENSING AND PERMITTING

A

The objective of the licensing and permitting process is to obtain all Licenses* and Permits* necessary for the Project* to be sited, constructed, commissioned and operated. The licensing and permitting processes include all necessary activities to obtain the Licenses* and the Permits*.

B

Licensing and permitting processes are regulated by legislation in the Czech Republic (see the Licensing and Permitting, Safety and Quality Document*, Section 1.1 and the Technical Requirements Document*, Chapter 2.5).

Any decisions, requirements and requests stipulated in the respective Licenses* and Permits* issued by the relevant Authorities* shall be considered as Requirements of the Authorities*.

C

The licensing and permitting process during Project* execution, development of the Licensing and Permitting Documents* and the manner of support during the licensing and permitting processes shall be mutually performed in accordance with the Licensing and Permitting Plan* (see the Terms and Conditions*, Section 5.4 and the Licensing and Permitting, Safety and Quality Document*, Section 1.3.4).

1.1 RULES

A

The Supplier* shall perform his activities in accordance with the Rules*. For detailed requirements concerning the Rules* see the Terms and Conditions*, Sections 2.2 and 2.3 and the Technical Requirements Document*, Chapter 2.5.

1.2 LICENSABILITY IN CONNECTION WITH THE REFERENCE PLANT

A

The Plant* design shall be based on the Standard Design*.

AA

The Plant* design shall be based on the Standard Design* developed and managed in a controlled way by the Supplier*. The Standard Design* shall incorporate lessons learned from the Reference Plant* and other projects.

AB

During the design and construction of the Plant*, the Supplier* shall execute the design of the NI part of the Plant* in a way that minimises changes with respect to the Standard Design*, to the extent that those changes may be prejudicial to the licensing process of the Plant*, unless such changes result from lessons learned in previous projects, or are necessary due to the Rules* (see the Technical Requirements Document*, Chapter 2.5), or are required by the EPC Contract*, or are specifically requested by the Owner* during the Project*. The Supplier* shall inform the Owner* of such changes and shall provide clear and comprehensive justification of any change.

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1.3 LICENSING AND PERMITTING ACTIVITIES

A

The licensing and permitting consist of all the necessary activities to elaborate the full and complete applications for the Licenses* and the Permits* including all attachments to applications in order to obtain the Licenses* and the Permits*, and also includes all the necessary activities in order to obtain and fully implement the Licenses* and the Permits* (including fulfilment of the Requirements of the Authorities* specified in the respective Licenses* and/or Permits* and including all commitment made by the Owner* and Supplier* during the licensing and permitting applications).

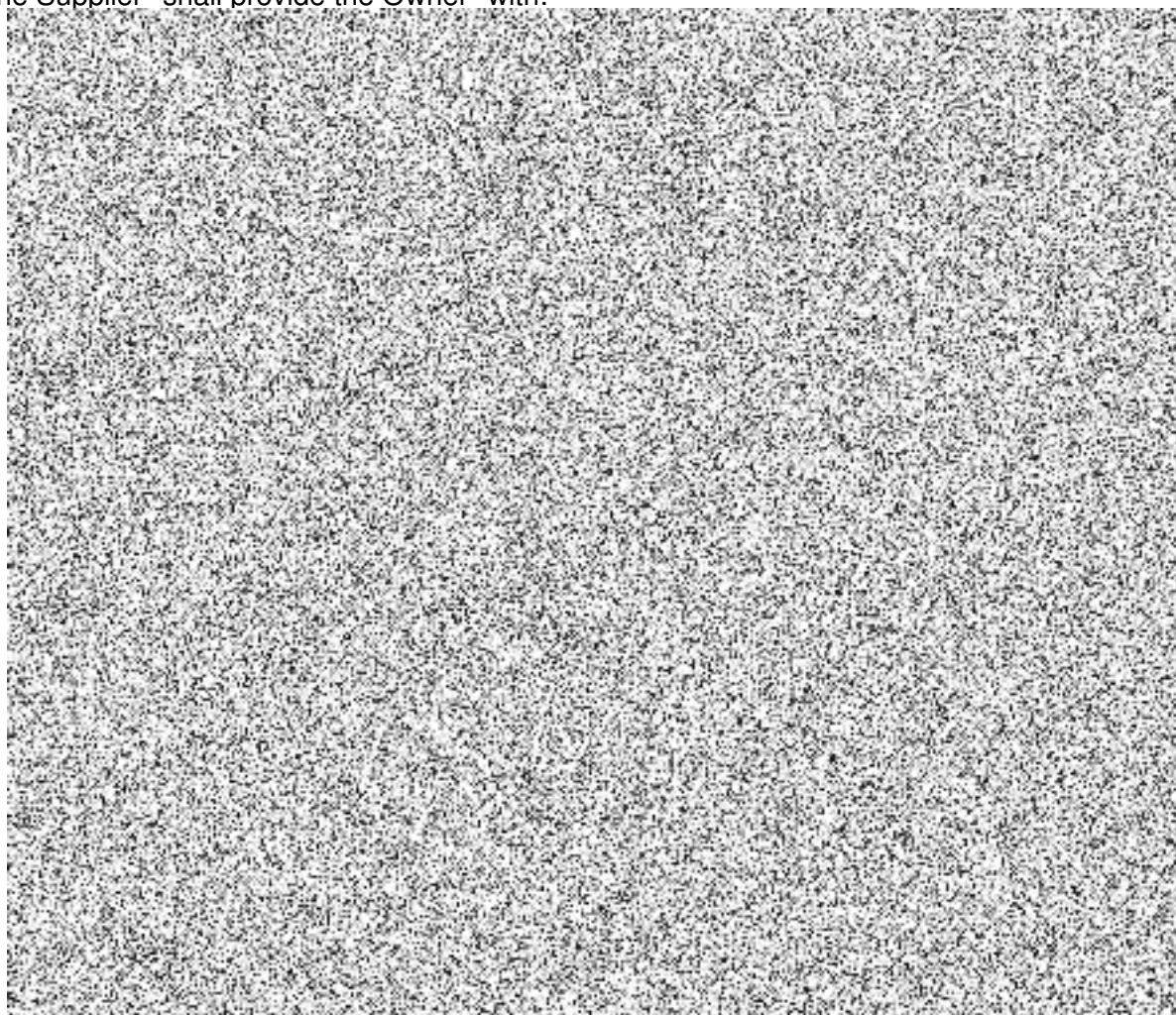
B

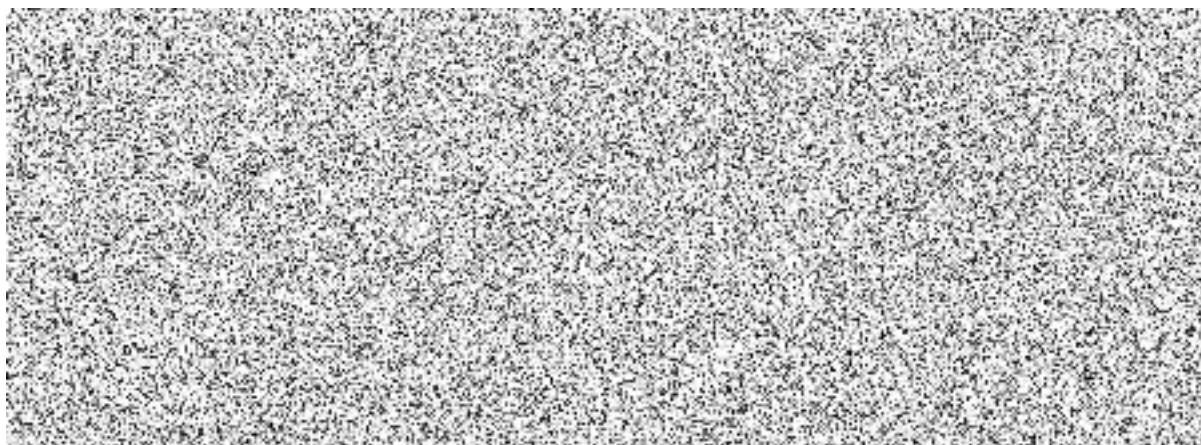
During the licensing and permitting the support between the Supplier* and the Owner* shall be provided in accordance with the Terms and Conditions*, Scope of Supply Document* and this Licensing and Permitting, Safety and Quality Document*. The support between the Supplier* and the Owner* shall be defined in the Licensing and Permitting Plan* and POMM (see the Project Management Document*, Section 3.18).

1.3.1 SUPPLIER'S LICENSING AND PERMITTING ACTIVITIES

A

The Supplier* shall provide the Owner* with:





B

The Supplier* shall apply for and shall obtain, without limitations, the Supplier's Licenses and Permits*.

C

The Supplier* shall apply for and shall obtain Permits* for activities concerning the operation, maintenance and dismantling of the On Site Facilities*.

D

The Supplier* shall apply for and shall obtain Permits* for activities concerning all activities related to On Site Facilities* (e.g. demolitions, connections and distribution of site services and utilities within the Construction Site*, temporary structures and equipment, storage and warehouses, temporary railway siding for construction of the Plant*) which are additionally needed by the Supplier* after provision of the last set of source Documents* for preparation of Documentation for Building Permit* for the temporary structures and On Site Facilities* to the Owner* in accordance with the Licensing and Permitting Plan*.

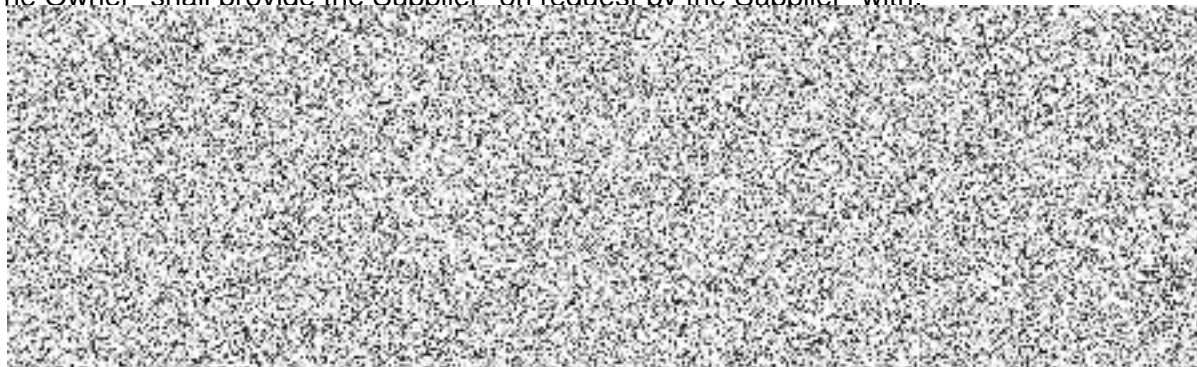
1.3.2 OWNER'S LICENSING AND PERMITTING ACTIVITIES

A

The Owner* has performed licensing and permitting activities before the LWA Date* as a part of the preparation of the Project*, and these activities shall be followed up by the Supplier* during the Project*. The Owner* shall provide to the Supplier* thirty (30) days following the LWA Date* the list of available Licenses*, Permits*, Licensing and Permitting Documents* and Documents* as further described in letter B of this Section 1.3.2.

B

The Owner* shall provide the Supplier* on request by the Supplier* with:



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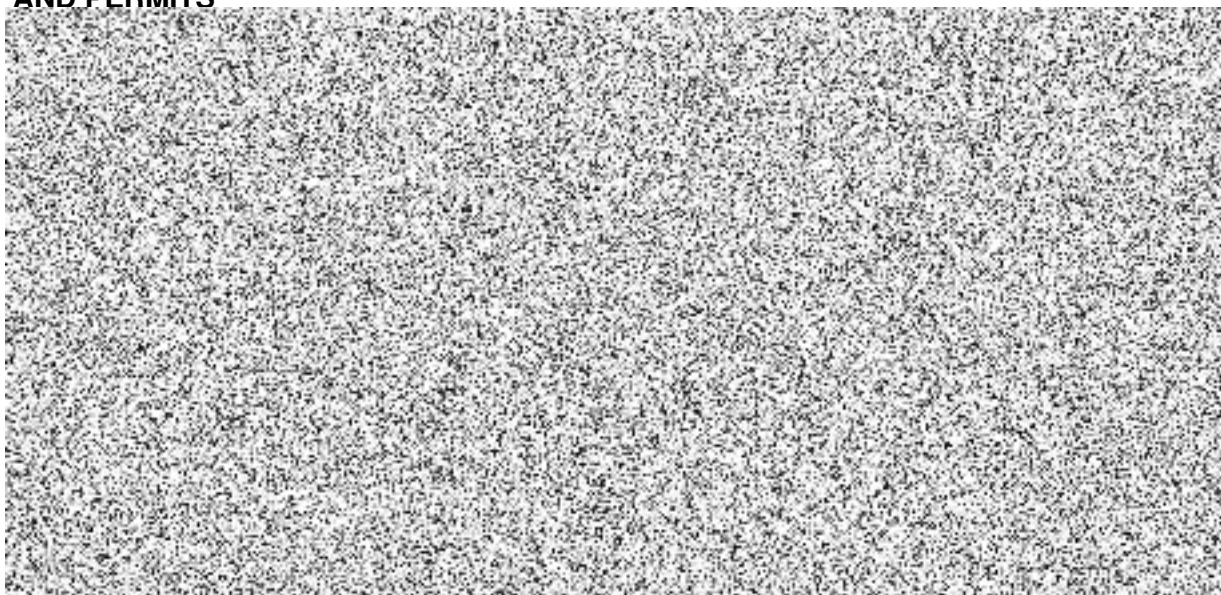
BA

Licenses*, Permits*, Licensing and Permitting Documents* and Documents* shall be provided by the Owner* in the language of their origin.

C

The Owner* shall elaborate the applications for Owner's Licences and Permits* that mainly contain the Licensing and Permitting Documents* and all other attachments based on the Documents* provided by the Supplier* and shall apply for the Owner's Licences and Permits* in accordance with the Licensing and Permitting Plan*.

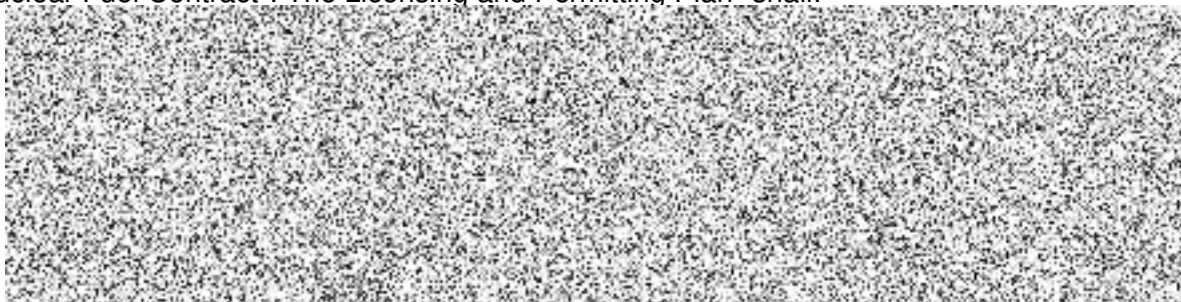
1.3.3 DIVISION OF THE REQUIREMENTS OF THE AUTHORITIES FROM THE LICENSES AND PERMITS



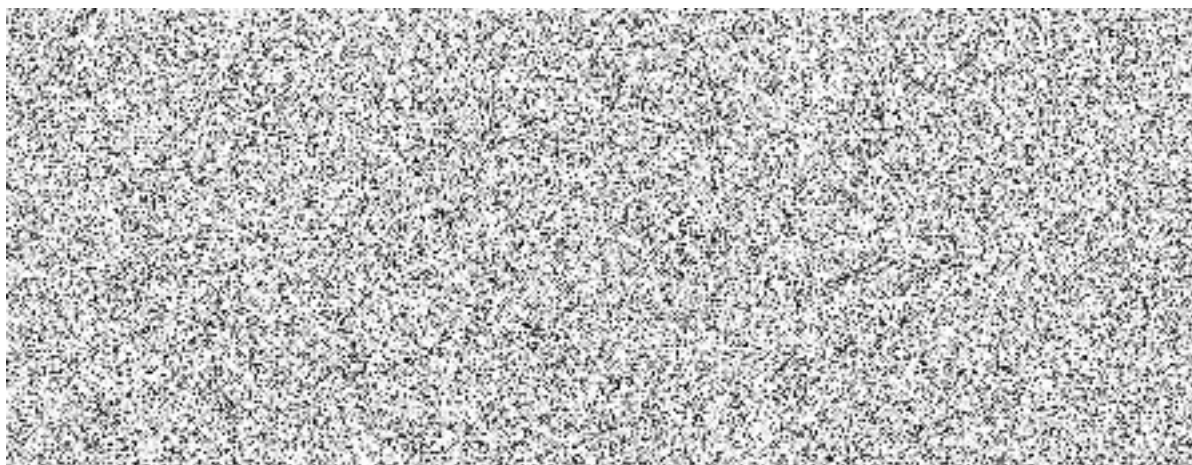
1.3.4 LICENSING AND PERMITTING PLAN

A

The Owner* shall prepare the Licensing and Permitting Plan* in accordance with the Terms and Conditions*, Section 5.4 with the close support and cooperation of the Supplier*. For the avoidance of doubt, the Supplier* shall be responsible for the incorporation of his Licenses* and Permits* together with connected Licensing and Permitting Documents* into the Licensing and Permitting Plan*. The Licensing and Permitting Plan* shall reflect all licensing and permitting activities to be performed under the EPC Contract* and Nuclear Fuel Contract*, i.e. the Licensing and Permitting Plan* shall be common for both the EPC Contract* and the Nuclear Fuel Contract*. The Licensing and Permitting Plan* shall:

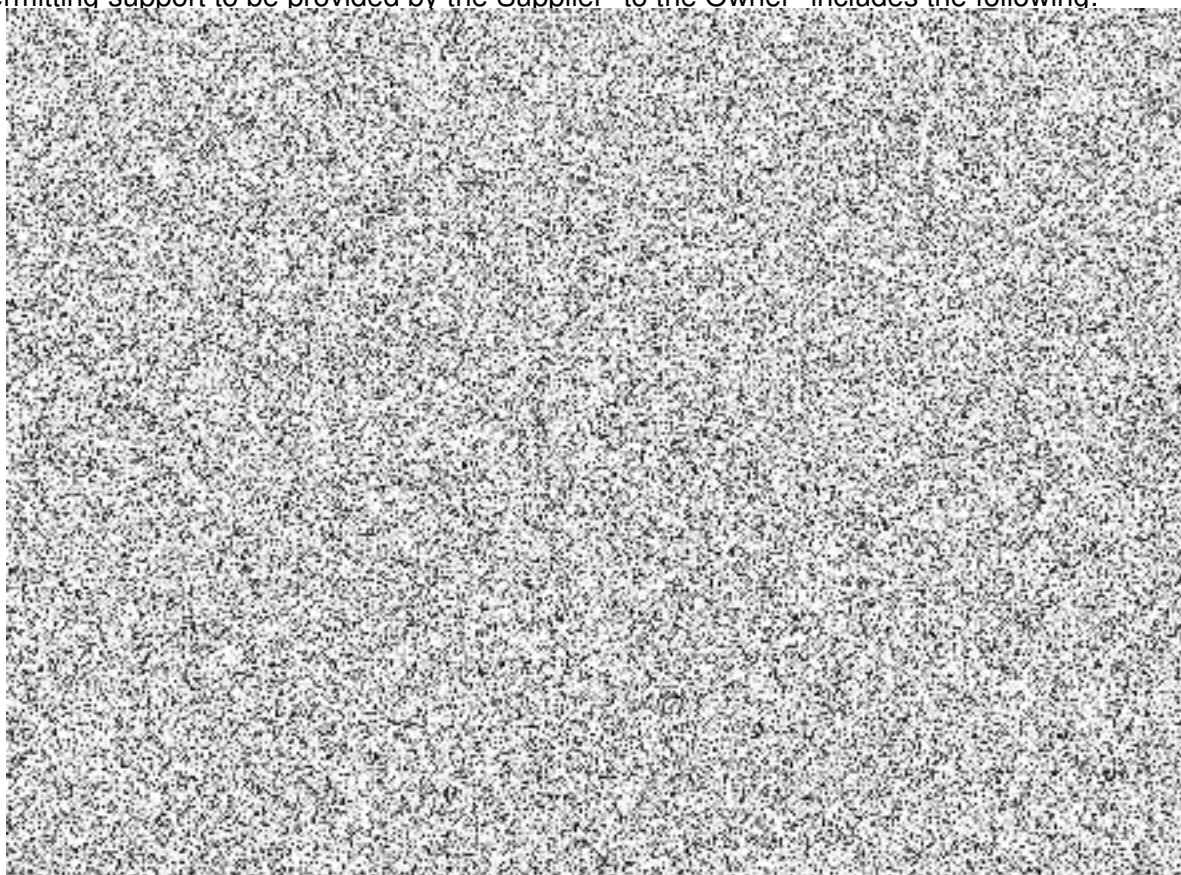


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B

The Licensing and Permitting Plan* shall also describe the concept of the development of the Licensing and Permitting Documents* and concept of licensing and permitting support to be provided by the Supplier* to the Owner*. The Owner* shall ensure that the description of the approach to developing the Licensing and Permitting Documents* and scope of licensing and permitting support to be provided by the Supplier* to the Owner* includes the following:



1.3.5 LICENSING AND PERMITTING DOCUMENTS

A

The Licensing and Permitting Documents* are an integral and significant part of the licensing and permitting process. The content and scope of the Licensing and Permitting Documents* and their supporting Documents* for individual administrative proceedings are defined by the

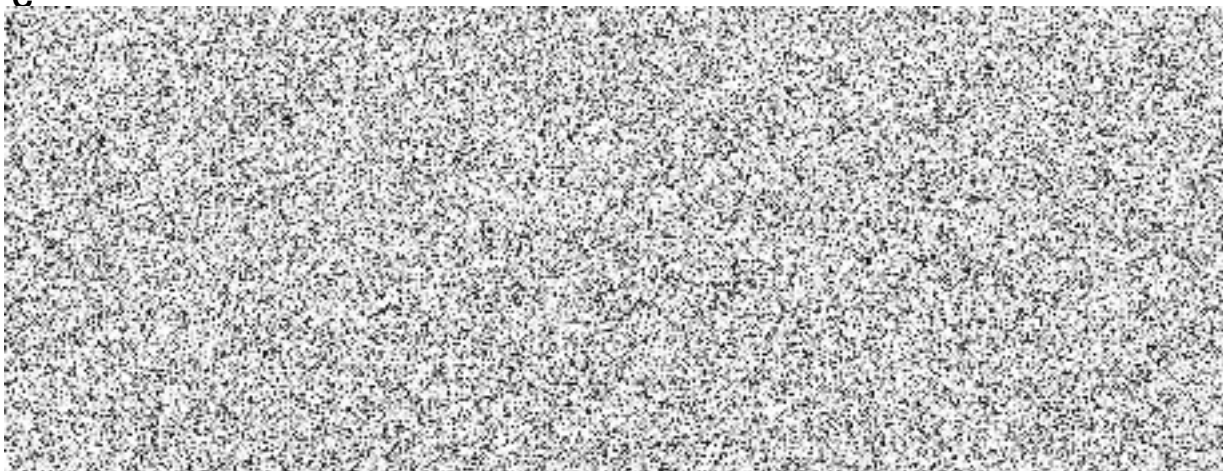
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respective Mandatory Law* (see the Technical Requirements Document*, Chapter 2.5) and/or requirements of respective Authorities*.

B

The Permitting Documents* shall be elaborated by personnel authorised in accordance with Mandatory Law* and Requirements of the Authorities* (see the Technical Requirements Document*, Chapter 2.5, particularly Act No. 360/1992 Coll., as amended).

C

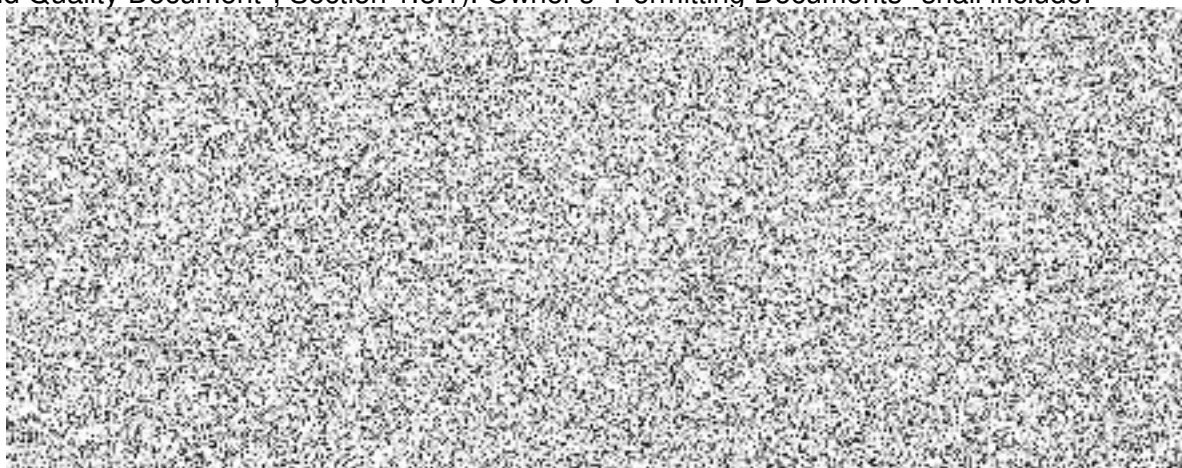


D

The Supplier* shall provide all Licensing Documents* for Supplier's* Licenses* (see the Scope of Supply Document*, Section 2.3.4).

E

The Owner* shall provide Permitting Documents* for Owner's* Permits* elaborated with support and Documents* provided by the Supplier* (see the Licensing and Permitting, Safety and Quality Document*, Section 1.3.1). Owner's* Permitting Documents* shall include:



F

The Supplier* shall provide all Permitting Documents* for Supplier's* Permits* (see the Scope of Supply Document*, Section 2.3.3). Specifically, the Supplier* shall provide:



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G

For more information about Licensing and Permitting Documents* see the Project Management Document*, Attachment 3.

H

In order to ensure that technical solutions of the Plant* are in compliance with Mandatory Law* and Requirements of the Authorities*, the sections or extracts of the Licensing and Permitting Documents* shall be prepared by the Owner* for negotiation purposes with Authorities*. The sections or extracts of the Licensing and Permitting Documents* shall be prepared and negotiated before the start of official proceedings in order to make the process the most efficient and shall also be tailored in accordance with the particular Authority* wishes (e.g. the Water Authority, Fire Department Authority). The Supplier* shall provide the Owner* with Documents* for such Licensing and Permitting Documents* with Basic Design* data status as of the date to provide these Documents* requested by the Owner*. If requested by the Owner*, the Supplier* shall duly incorporate comments of Authorities* into relevant design documentation and the Licensing and Permitting Plan*.

1.3.6 PROCESS FOR COMMENTING ON AND APPROVAL DOCUMENTATION

A

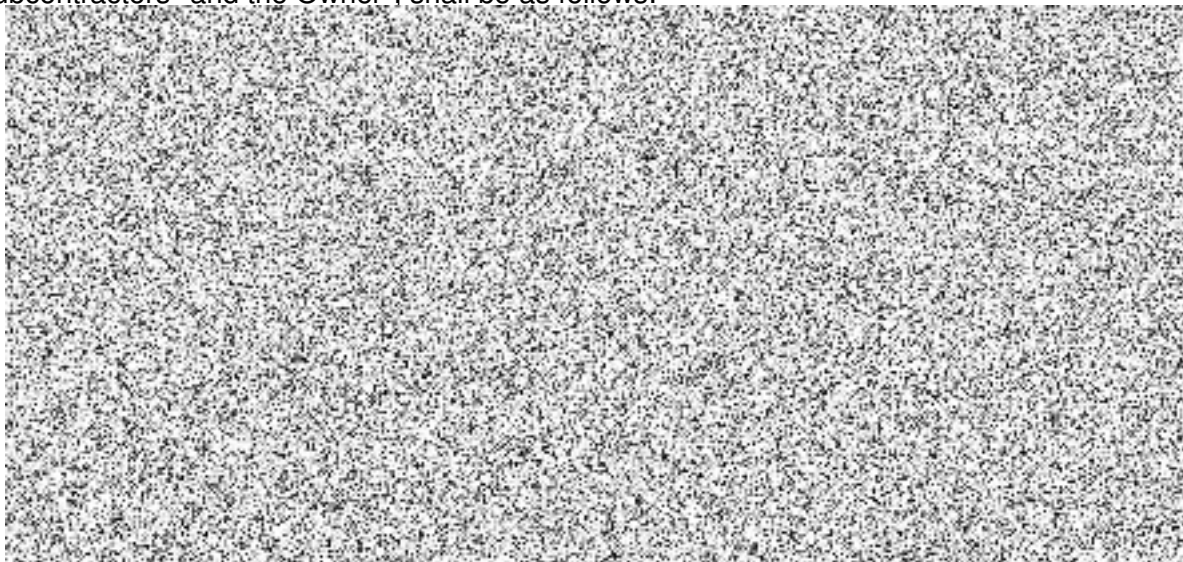
The principles and description of the process of providing comments and their incorporation into the Licensing and Permitting Documents* are described in the Terms and Conditions*, Section 4.1 and Section 5.3.

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2 SAFETY RULES

A

The general approach to fulfilling obligations, duties and responsibilities for the application of requirements on OH&S, Emergency Preparedness, Security, Fire Protection, Radiation Protection, Environmental Management System between the Supplier* and all his Subcontractors* and the Owner*, shall be as follows:



B

The Supplier* shall be fully aware of the proximity of the Existing Nuclear Power Plant* to the Construction Site* and shall comply with and shall consider all restrictions and consequences resulting from such proximity. In this respect, any construction planning, security rules, emergency plans and use of existing infrastructure at Site* shall be duly coordinated with the Owner*. Access to the Existing Nuclear Power Plant* shall be subject to the rules and restrictions applicable to the Existing Nuclear Power Plant*.

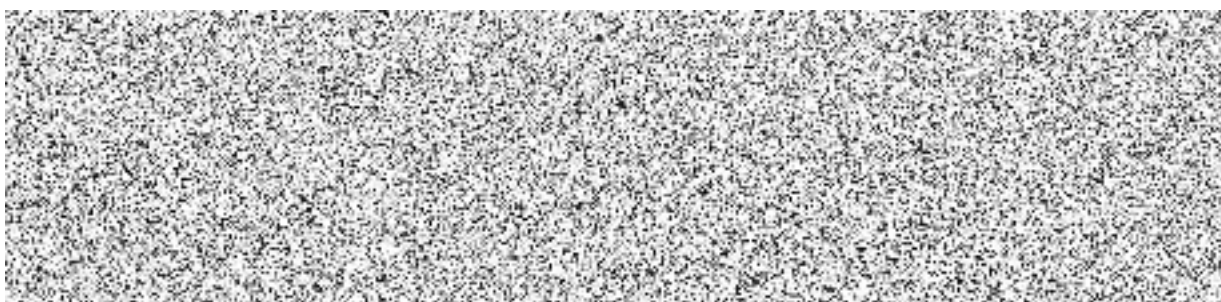


D

The Supplier* shall implement the occupational health and safety motivation program for Supplier's* and Subcontractor's* personnel. The motivation program shall be coordinated with the Owner*.

E

The Owner* has a right to apply a penalty to the Supplier's* employees or Subcontractor's* employees in any case of a rules violation of the safety requirements defined in the document "LIST OF PENALTIES FOR BREACH OF CONSTRUCTION SITE RULES" (see Appendix XIII of the Terms and Conditions*). Only the Owner* or person authorised by the Owner* shall have a right to apply a penalty.



FA

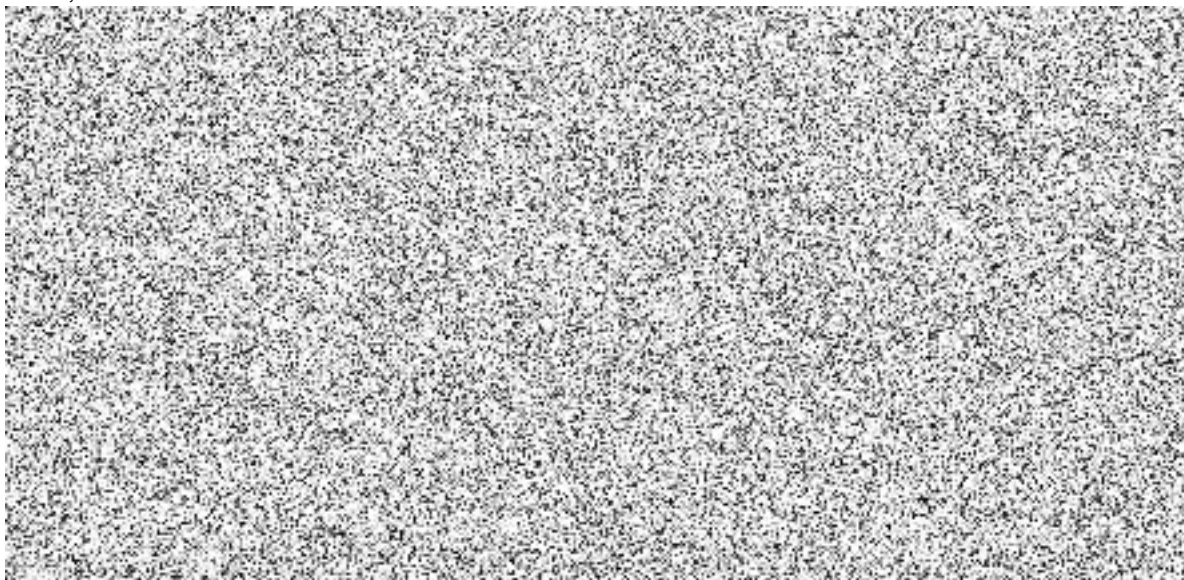
For the avoidance of doubt, Section 10.1 of the Terms and Conditions* shall not be affected by the handover of the responsibility for the safety rules to the Owner*.

2.1 CONSTRUCTION SITE RULES

2.1.1 CONSTRUCTION SITE RULES DOCUMENT

A

The Supplier* shall submit to the Owner* the Construction Site Rules* document which shall contain, but not limited to:



AA

The following sections of the Construction Site Rules* documents shall be elaborated by the Owner* and shall be provided to the Supplier*. The Owner* shall elaborate:



Note AA

The Owner* shall provide these documents to the Supplier* at least seven months prior to the Site Handover*.

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B

The Construction Site Rules* document shall be approved by the Owner*. The Construction Site Rules* document shall be updated regularly by the Supplier*. The updates are provided to the Owner* for the information in accordance with the Terms and Conditions*.

C

The Construction Site Rules* document shall implement requirements and conditions listed in the Licenses* and Permits* and the other Requirements of the Authorities*.

D

The simplified form of the Construction Site Rules* shall describe basic rules and requirements for the personnel behaviour on Construction Site*. The Supplier* shall display the simplified form of Construction Site Rules* at entrances to the Construction Area*, On-Site Facility Area* and on other suitable places.

E

The Construction Site Rules* shall apply to the Supplier's* employees and all other personnel entering the Construction Site*.

F

The Supplier* shall ensure that all personnel entering Construction Area* are acquainted with the Construction Site Rules*. The Owner* shall be entitled to deny access to the Construction Area* any person who fails to comply with the Construction Site Rules*.

G

Breach of the Construction Site Rules* shall be subject of penalty according to the Terms and Conditions* (See Appendix XIII of the Terms and Conditions).

2.1.2 CONSTRUCTION SITE RULES TRAINING

A

During construction of the On-Site Facilities*, all personnel entering the Construction Site* shall be trained by the Supplier* according to the Construction Site Rules* training manual.

AA

During construction of the Plant*, all personnel entering the Construction Area* shall be trained by the Supplier* according to the Construction Site Rules* training manual.

B

The Construction Site Rules* training manual shall be in the languages the employees understand and in English and Czech.

C

The Supplier* shall record the results of a training. The Supplier* shall ensure that the records are in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and Act No. 110/2019 Coll., as amended.

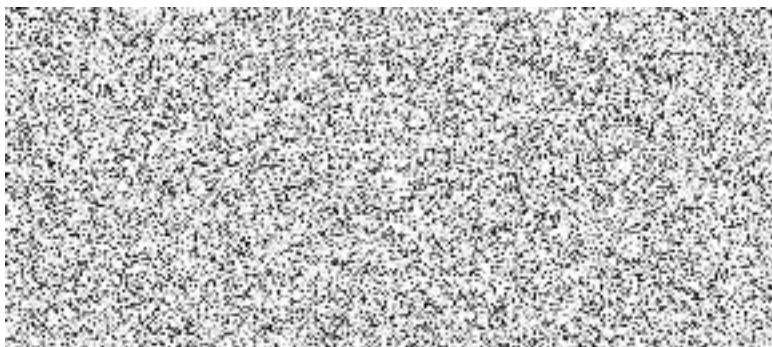
CA

Records of the training shall be available to the Owner*, Chief Safety Coordinator (See the Licensing and Permitting, Safety and Quality Document*, Section 2.2) and the Authorities* for inspection.

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CB

The record shall contain at least:



D

The Supplier* shall ensure training facilities including simulators/training centres for dangerous working activities (work at height, etc.).

E

The Supplier* shall provide online for the Owner* the number of personnel working on the Construction Area* (for the emergency preparedness purposes).

F

Construction Site Rules* training shall be updated regularly (at least once a year) to incorporate changes in Construction Site Rules*.

FA

The periodic training of Construction Site Rules* shall be applied to all personnel entering the Construction Area* at least once a year.

2.2 OCCUPATIONAL HEALTH AND SAFETY (OH&S)

2.2.1 GENERAL REQUIREMENT

A

The Supplier* shall be responsible for occupational health and safety management system on the Construction Site* in accordance with the requirements of the Rules* (see Technical Requirements Document*, Chapter 2.5), in particular with, but not limited to, the requirements of Act No. 262/2006 Coll., as amended (Labour code), Act No. 309/2006 Coll., as amended, and Government Order No. 591/2006 Coll., as amended and shall ensure all necessary health and safety regulations and rules in its own work, in the work of its Subcontractors* and all other personnel with access to the Construction Area*.

B

The Supplier* shall be responsible for the OH&S of the Construction Area* from Site Handover* until the Provisional Takeover* of the Plant*.

C

The Supplier* shall be responsible for the OH&S of the On Site Facility Area* from Site Handover* until the handover of the On Site Facility Area* back to the Owner*.

D

The Supplier's* OH&S management system shall be in compliance with the CSN ISO 45001 - Occupational health and safety management systems – Requirements with guidance for use.

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E

The Owner* shall appoint the Chief Safety Coordinator, as required by Act No. 309/2006 Coll., as amended.

Note E:

The Chief Safety Coordinator is person mutually coordinating the construction activities of the Supplier* and various Subcontractors* in the occupational health and safety field, as required by Act No. 309/2006 Coll., as amended. The Chief Safety Coordinator shall have a team of Safety Coordinators.

EA

The Chief Safety Coordinator responsibility shall be as follows, but not limited to:

- to approve and update of OH&S plan;
- to convene and manage the OH&S safety inspection days;
- to coordinate measures to ensure OH&S.

EB

The Supplier* shall follow the Owner* and Chief Safety Coordinator OH&S instructions and requirements.

EC

The Supplier* shall ensure that all Works* carried out by all personnel on the Construction Site* shall be in accordance with OH&S plan.

Note EC

The Occupational Health and Safety Plan is the basic document that ensures OH&S on the Construction Area*. OH&S plan shall be the part of the Permitting Documents* and shall be updated regularly by the Chief Safety Coordinator. The updates shall be provided to the Supplier*.

F

The Owner* reserves the right to control and observe the OH&S management system on the Construction Site*.

H

The Supplier* shall have enough professionally qualified OH&S employees (qualified according to Act No. 309/2006 Coll., as amended) presented on the Construction Site*. Every Subcontractor* who has more than 100 employees present on the Construction Area* shall have at least one professionally qualified OH&S employee based on the Construction Area and solely dedicated to OH&S duties. The Supplier* shall provide the list of OH&S employees to the Owner* during Site Handover* and update it during Construction Time*. The Supplier* and Subcontractors'* total number of dedicated OH&S professionals shall be no less than 1 per 100 construction personnel on Construction Area*.

HA

These OH&S employees shall be responsible for overseeing all safety measures and shall be obliged to attend the OH&S safety inspection days.

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I

The Supplier* shall provide the OH&S manual (see the Project Management Document*, Attachment 3) in accordance with the best experience from the Reference Plant* or other similar projects to ensure that the Plant* shall be constructed with a minimum negative impact on employee's health and safety and that the Project* is managed in accordance with Good Engineering Practice* in OH&S area.

IA

In the OH&S manual the Supplier* shall describe, but not limited to:



J

The Supplier* shall create an injury reporting system with a committee for investigating accidents and injuries. The Owner* and the Chief Safety Coordinator shall be involved. The Supplier* shall keep and update the record of accidents on the Construction Site*. Registration and notification of industrial injuries are managed by the Rules*.

K

All personnel entering the Construction Area* shall be acquainted with the Construction Site Rules*. See the Licensing and Permitting, Safety and Quality Document*, Section 2.1.2.

L

All personnel with access on the Construction Area* shall have health insurance and medical examination.

M

The Supplier* shall ensure medical and dental health care for the construction personnel.

N

The Supplier* is responsible for the health of his personnel and personnel of his Subcontractors* with access on the Construction Area*. In the case of quarantine measures required by the Authorities* the Supplier* shall be responsible for executing of those measures*.

2.2.2 REQUIREMENTS ON OCCUPATIONAL HEALTH AND SAFETY DURING DESIGNING OF THE PLANT

A

During the LWA Phase*, the Supplier* shall provide the OH&S Documents*, in compliance with the Attachment 3 of Project Management Document*, Section 1.2.1.

B

The Supplier* shall continuously inform the Owner* and Chief Safety Coordinator about technological procedures chosen for the construction of the Plant*, about mitigation of any risk arising from these procedures, including the measures taken to eliminate them.

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C

The Supplier* shall cooperate with the Chief Safety Coordinator according to the Rules*, particularly with the Act No. 309/2006 Coll., as amended and Gov. Order No. 591/2006 Coll., as amended.

CA

The Supplier* shall prepare the OH&S plan in accordance with the requirements of the Annex 6 of the Gov. Order No. 591/2006 Coll., as amended. The Supplier shall provide the OH&S plan to the Owner* and to the Chief Safety Coordinator for approval in accordance with the Licencing and Permitting Plan*.

2.2.3 REQUIREMENTS ON OCCUPATIONAL HEALTH AND SAFETY DURING CONSTRUCTION OF THE PLANT

A

The Supplier* shall continuously provide to the Chief Safety Coordinator all Documents* and information necessary to update the OH&S plan.

B

The Supplier* shall provide to the Owner* and Chief Safety Coordinator all information about the risks arising from the construction activities, as well as information about the measures against such risks.

C

The Supplier* shall provide to the Chief Safety Coordinator information about working activities of all new Subcontractors* before they will start work on the Construction Site* according to Rules*.

D

The Supplier* shall have a weekly meeting with Chief Safety Coordinator and make him aware and where necessary seek approval of the following:

- The schedule and plan for any critical activity to be undertaken on Construction Area* in next 4 weeks including complex or heavy crane lifts and high-pressure tests and the status of the approval cycle and safety review.
- Status of any heavy haul movement on the site for both those arriving from outside or within Construction Area*.
- Heavy crane movements or re-location within the Construction Area*.
- Safety performance during the previous week including consideration of safety issues, near-miss, first aid cases and the mitigation plan.
- New hire status of safety training.

2.2.4 REQUIREMENTS ON OCCUPATIONAL HEALTH AND SAFETY AFTER PROVISIONAL TAKEOVER OF THE PLANT AND/OR THE UNIT

A

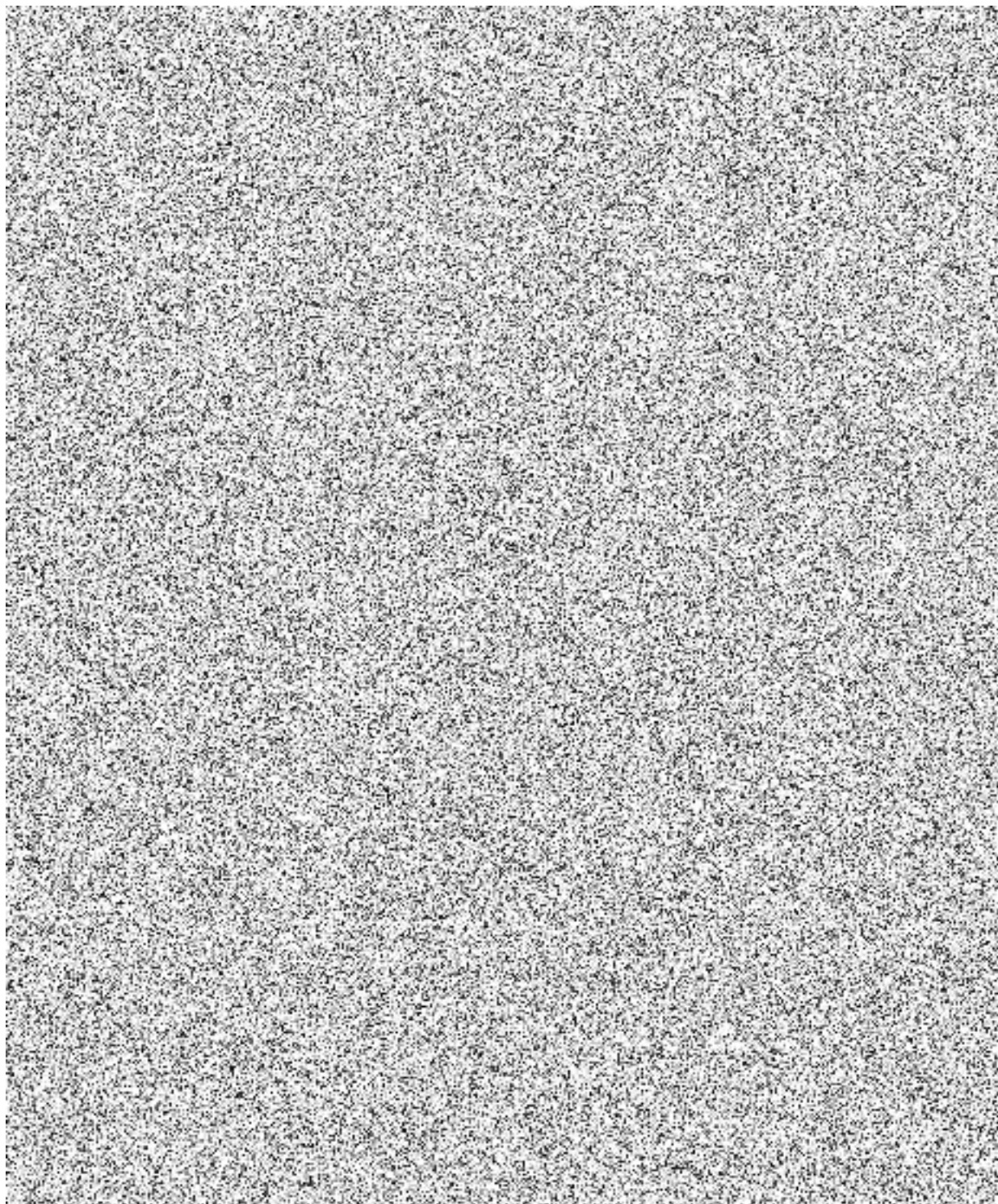
The Owner* shall be responsible for the OH&S management system of the Unit* after the Provisional Takeover* of the respective Unit*. After the Provisional Takeover* of the earlier Unit* the Supplier shall remain responsible for the OH&S management system of the later Unit* (i.e. Unit* under construction or commissioning) until the Provisional Takeover* of the Plant*.

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B

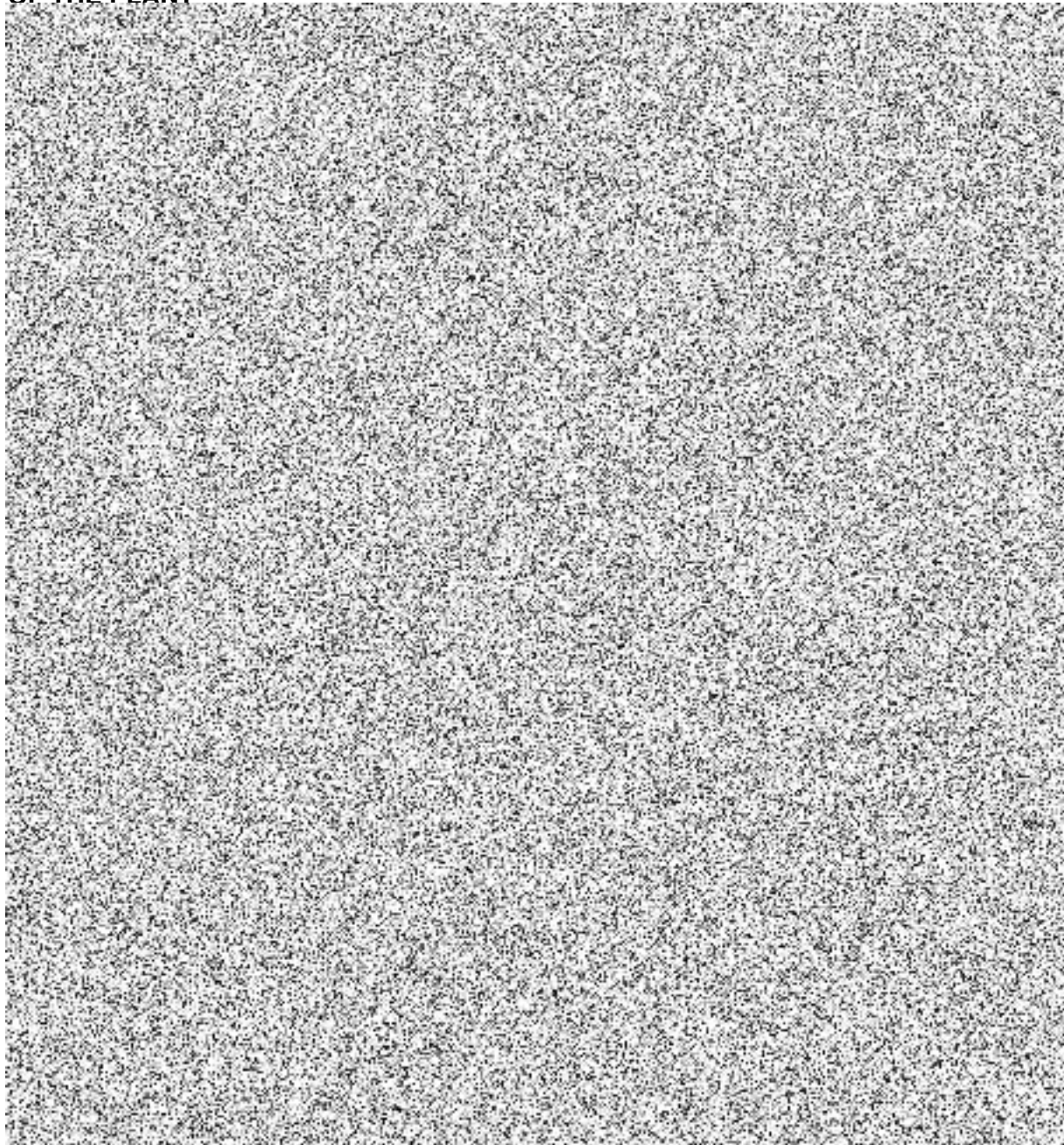
The Supplier* shall remain responsible for the OH&S management system of the On Site Facility Area* until the handover of the On Site Facility Area* back to the Owner*.

2.3 EMERGENCY PREPAREDNESS

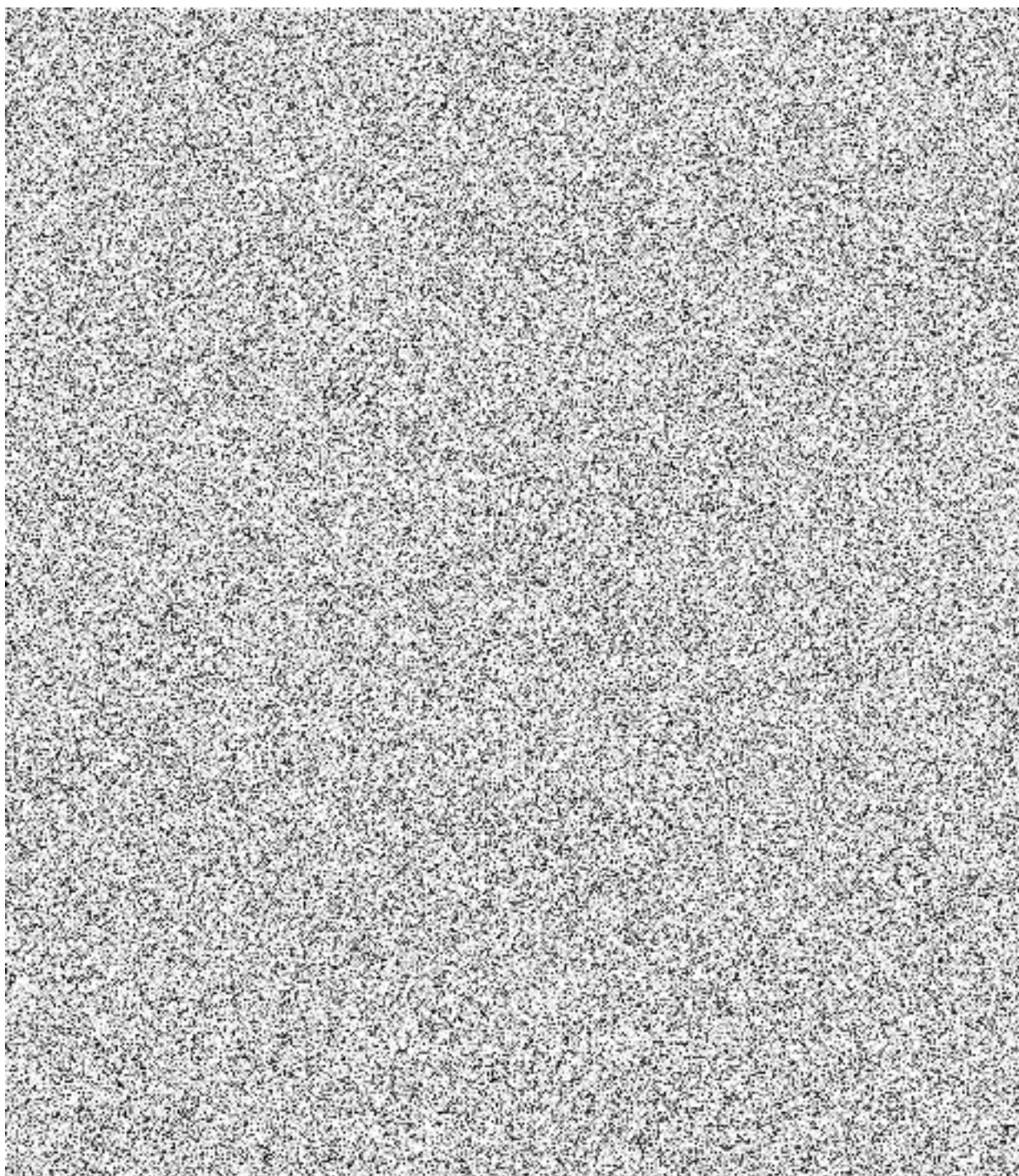


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2.3.1 REQUIREMENTS ON EMERGENCY PREPAREDNESS DURING CONSTRUCTION OF THE PLANT



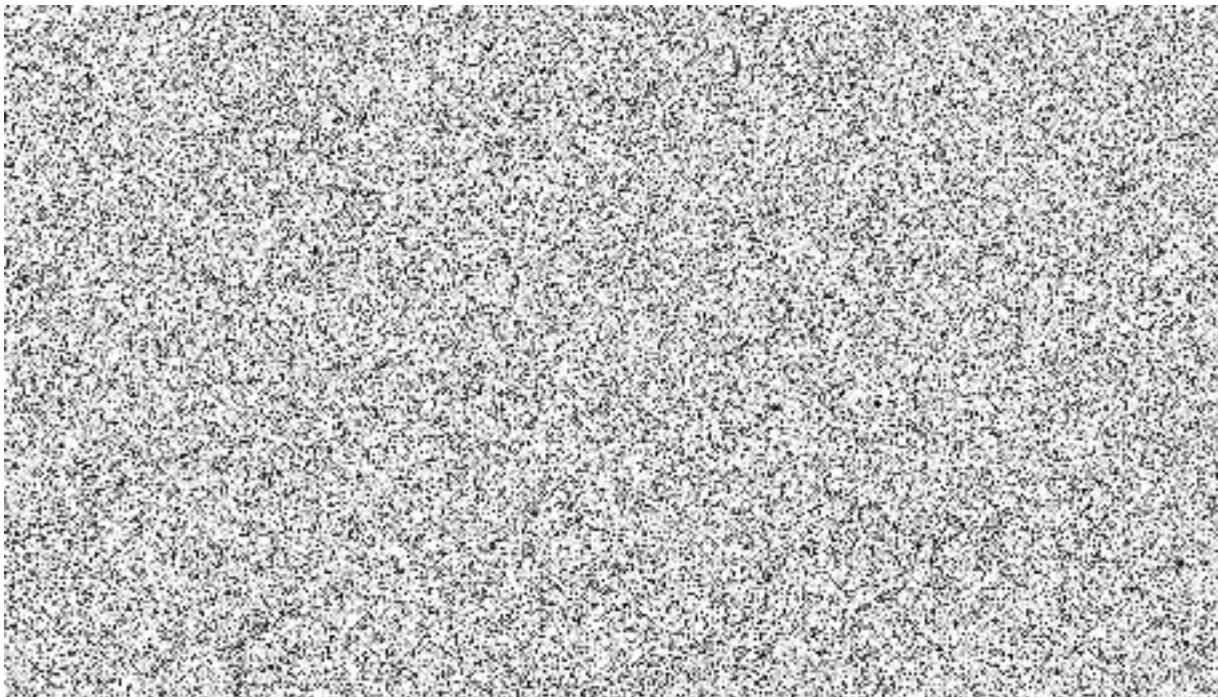
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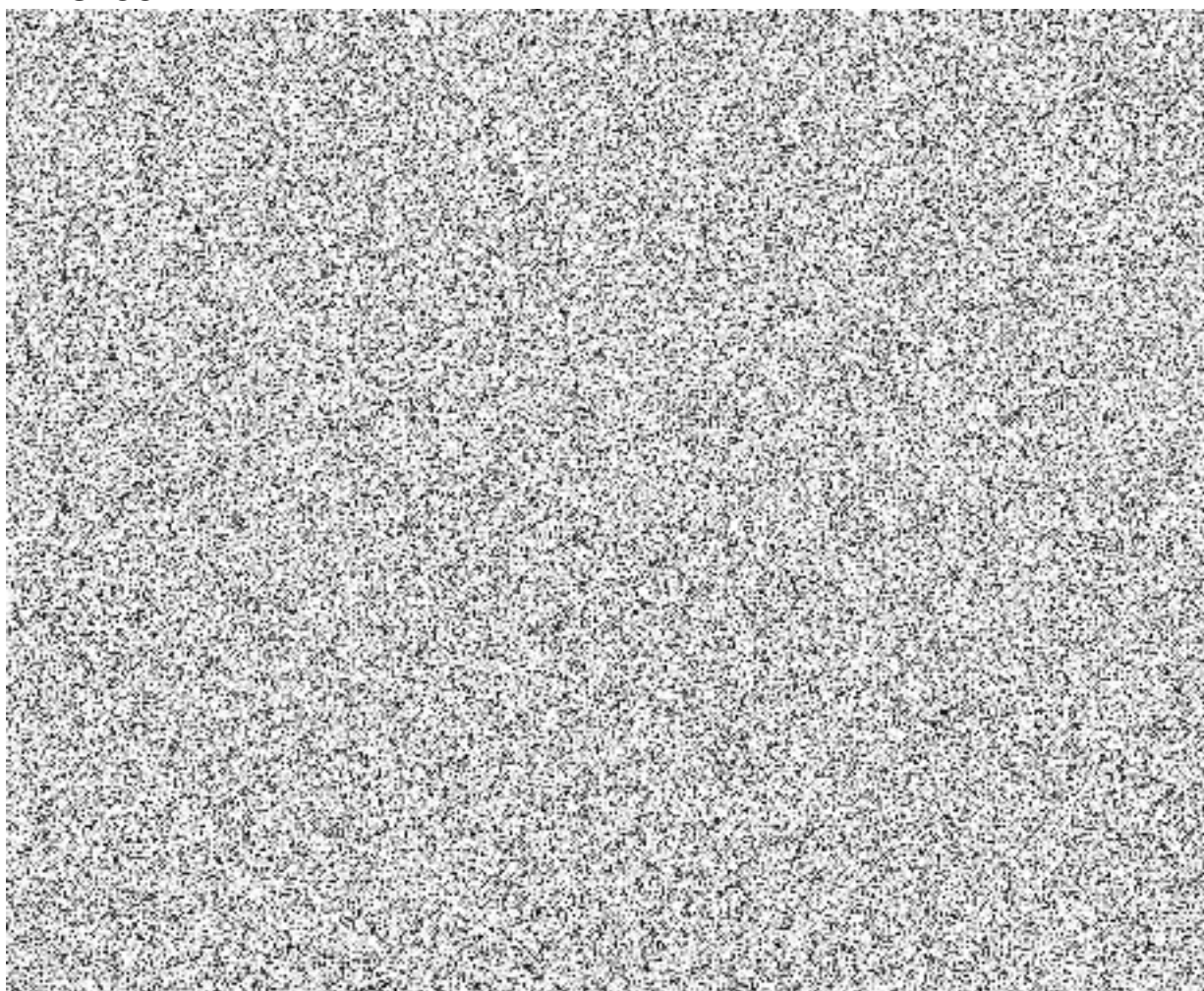
2.3.2 REQUIREMENTS ON EMERGENCY PREPAREDNESS DURING COMMISSIONING AND OPERATION OF THE PLANT



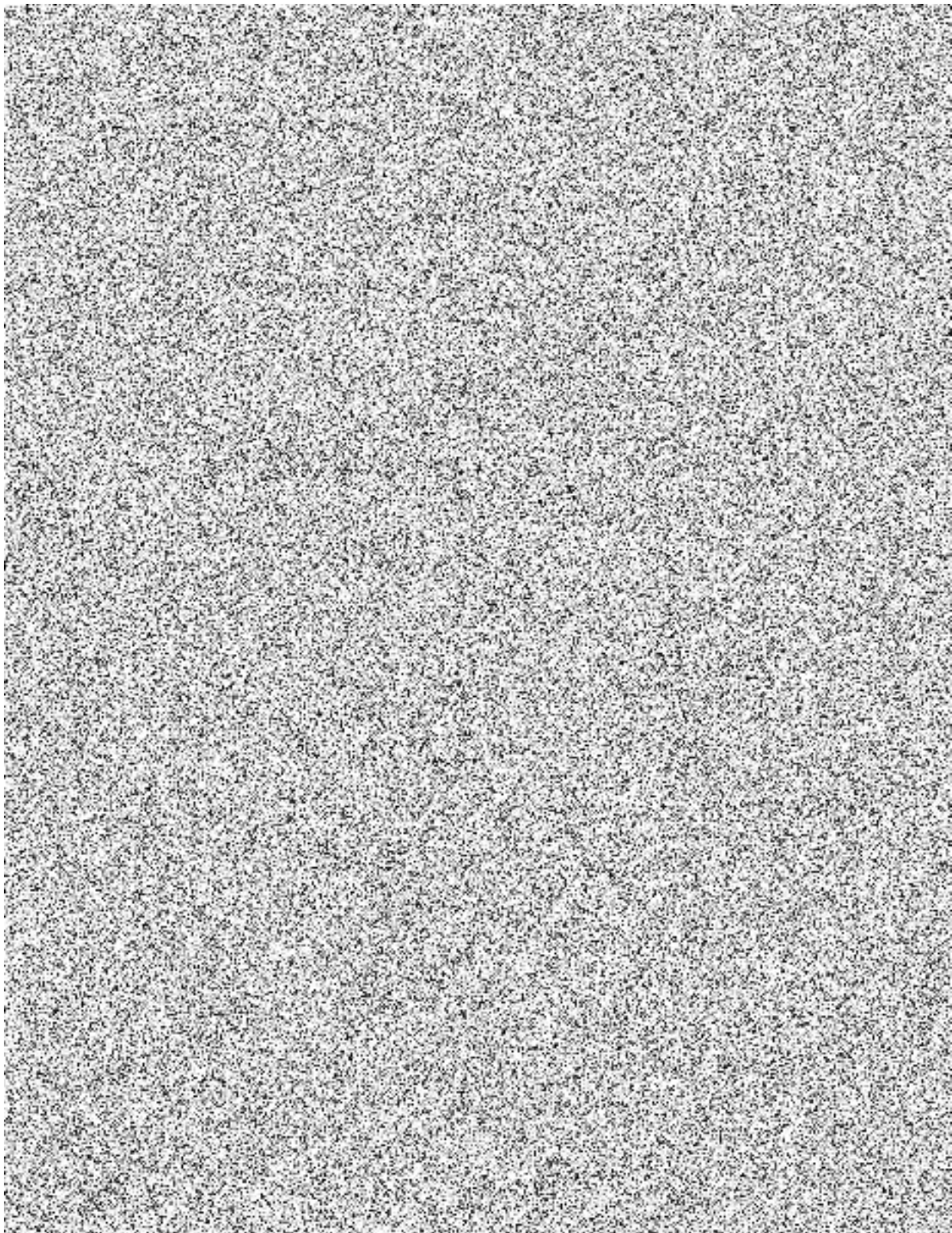
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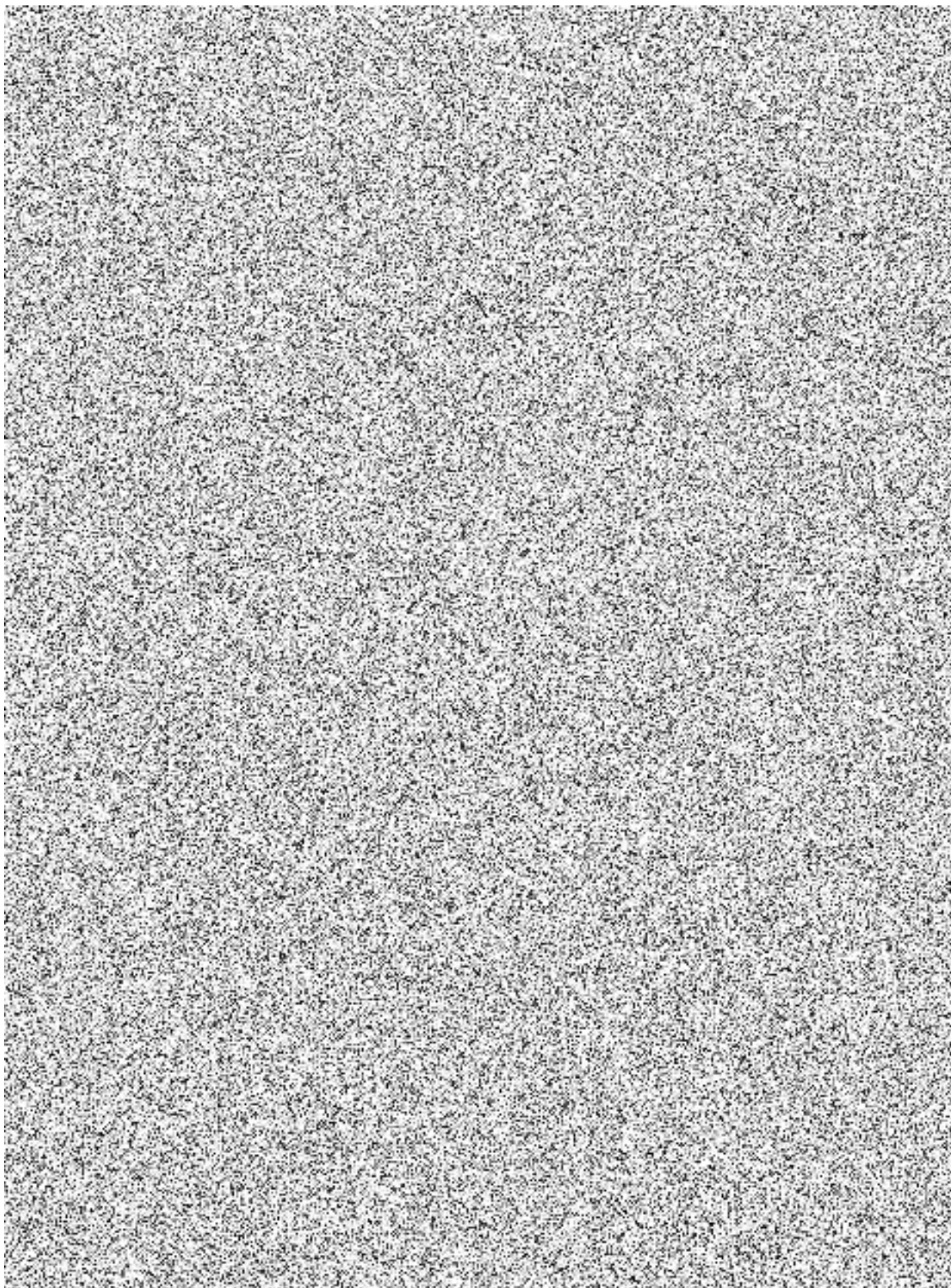
2.4 SECURITY



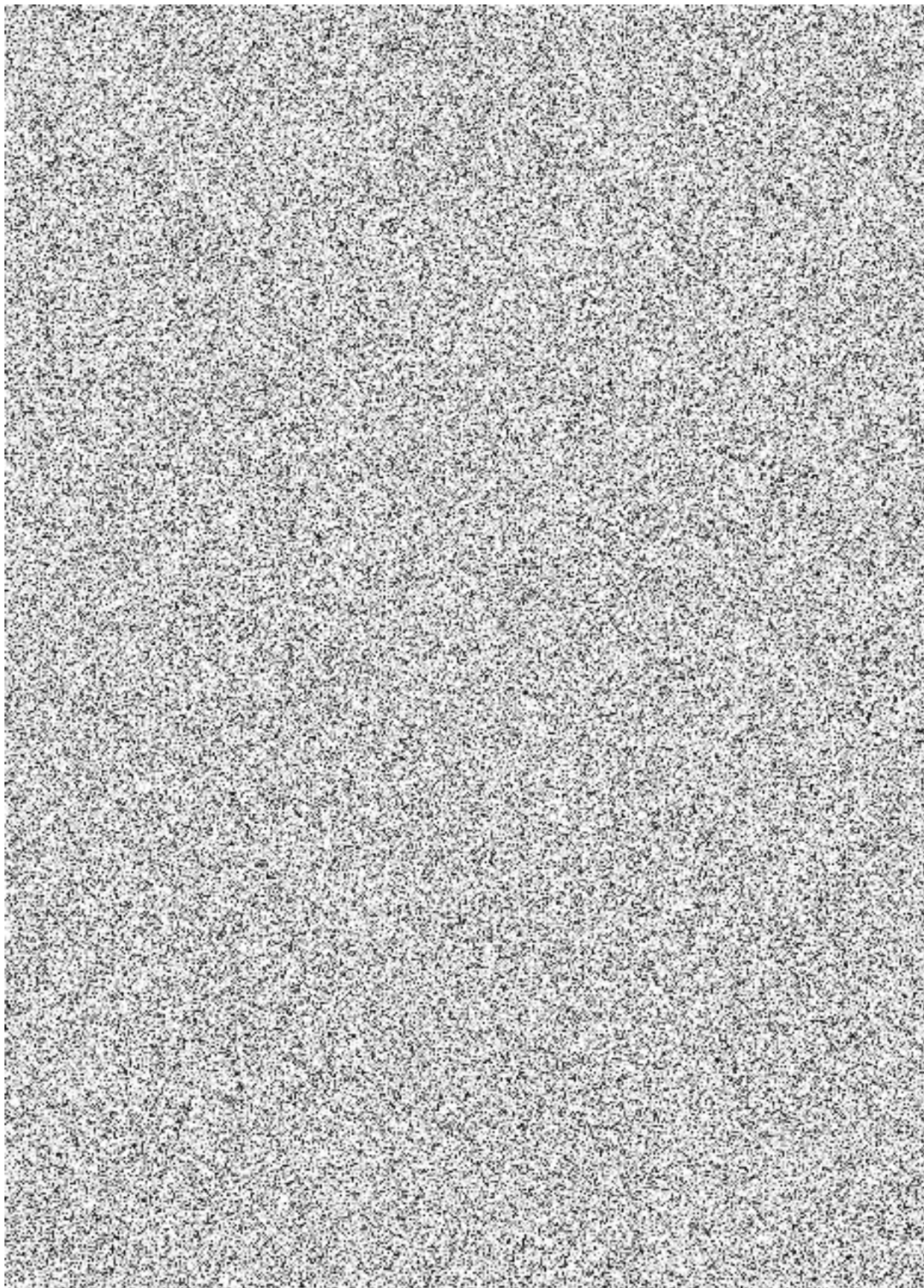
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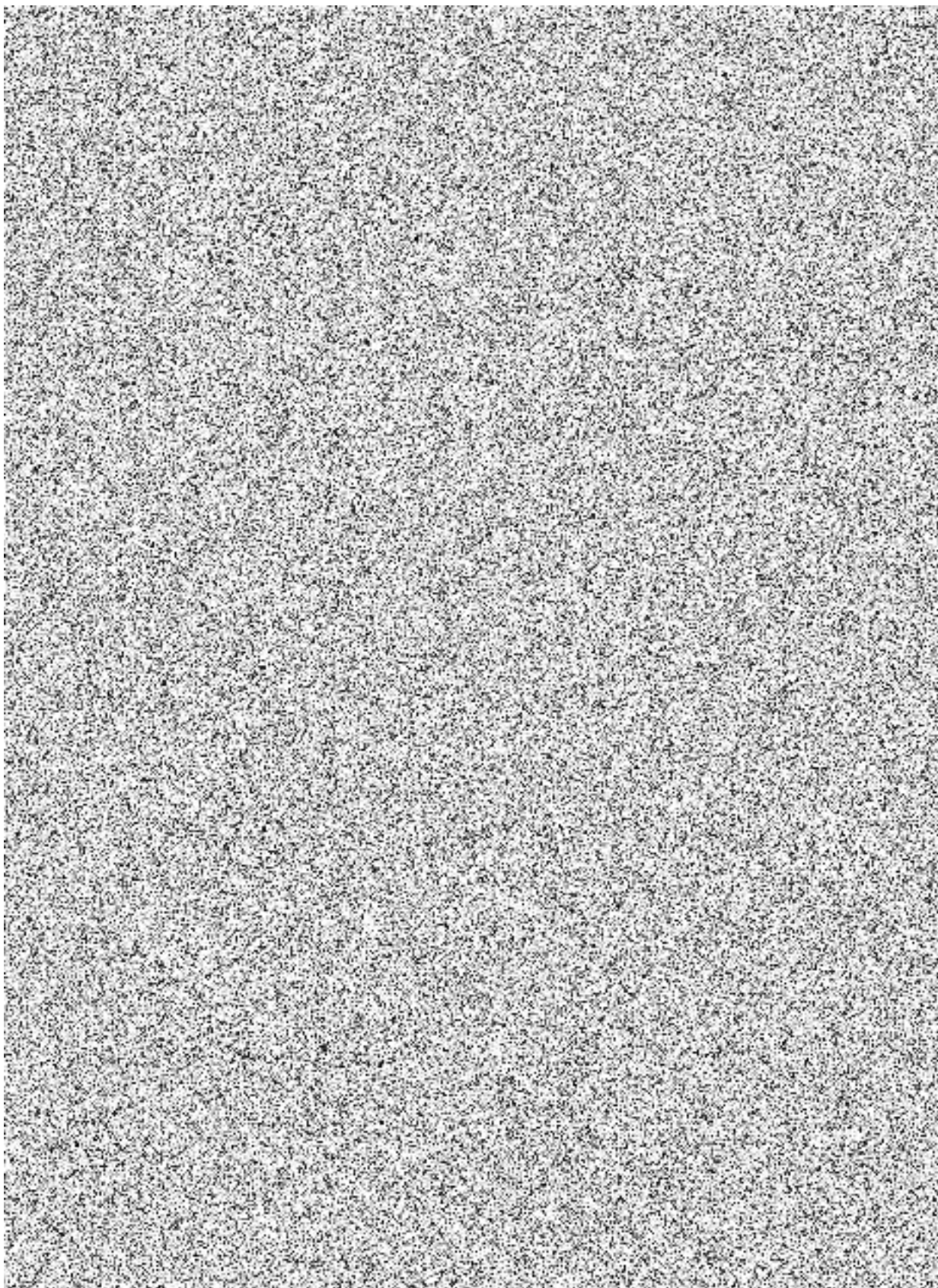
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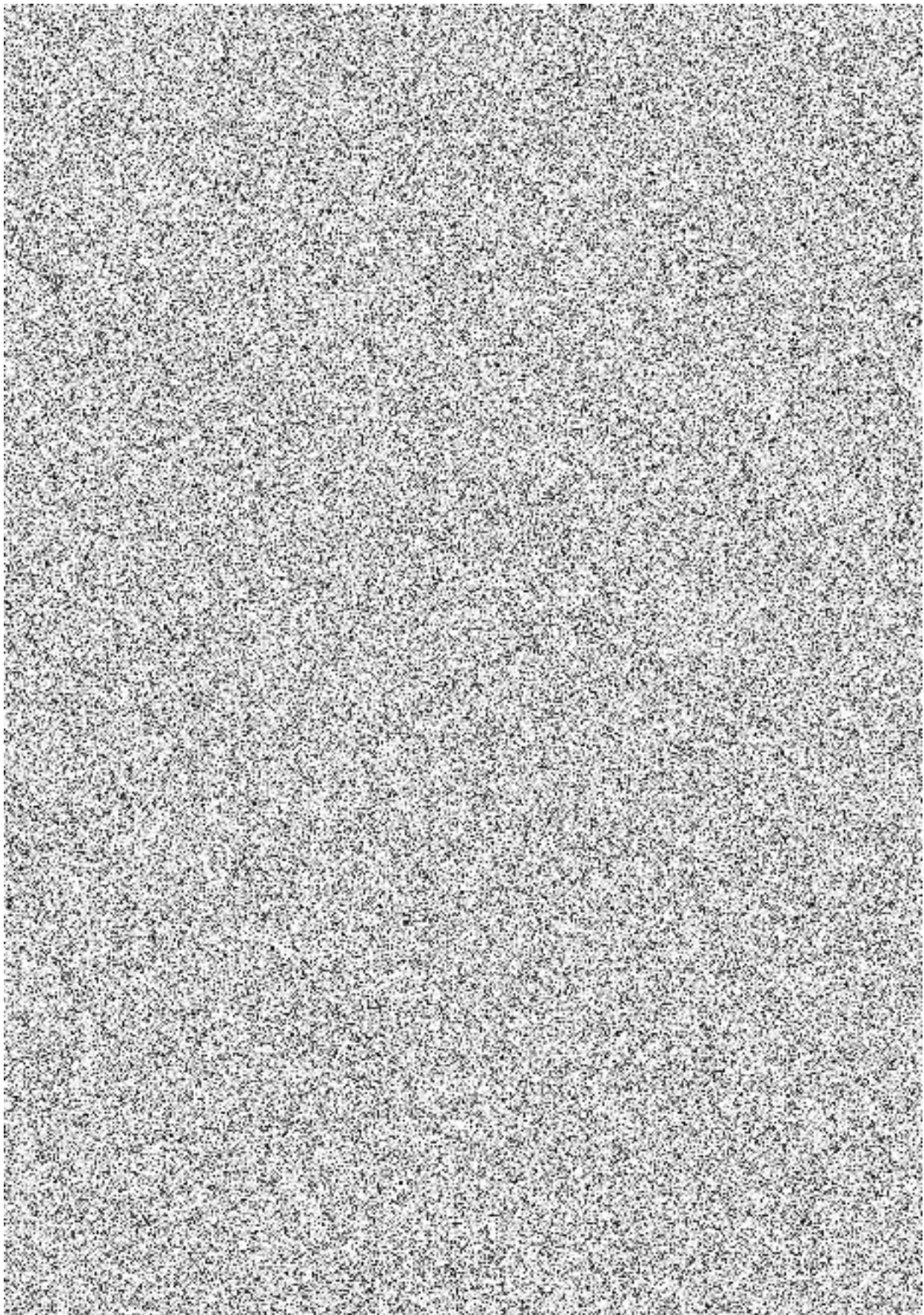
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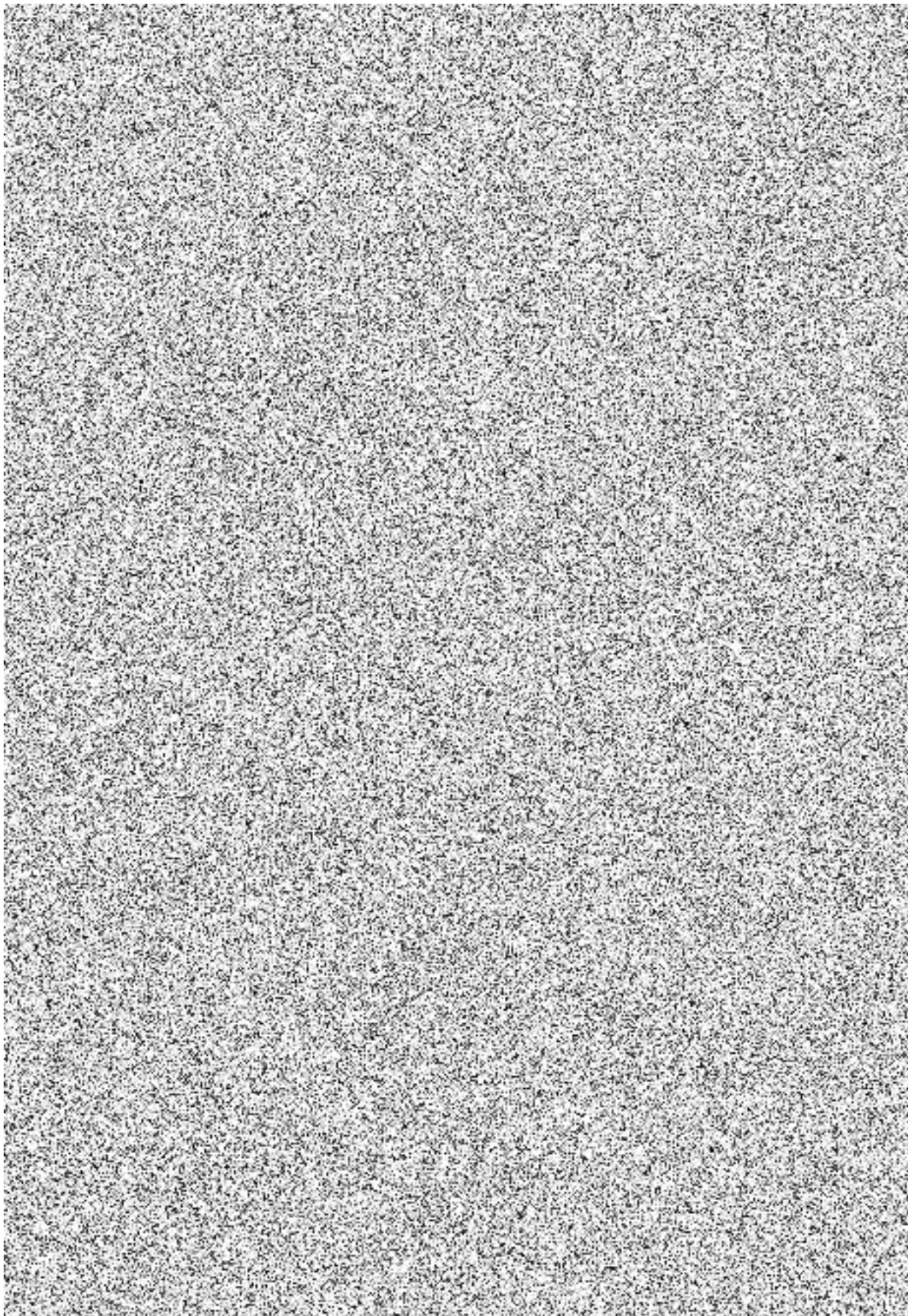
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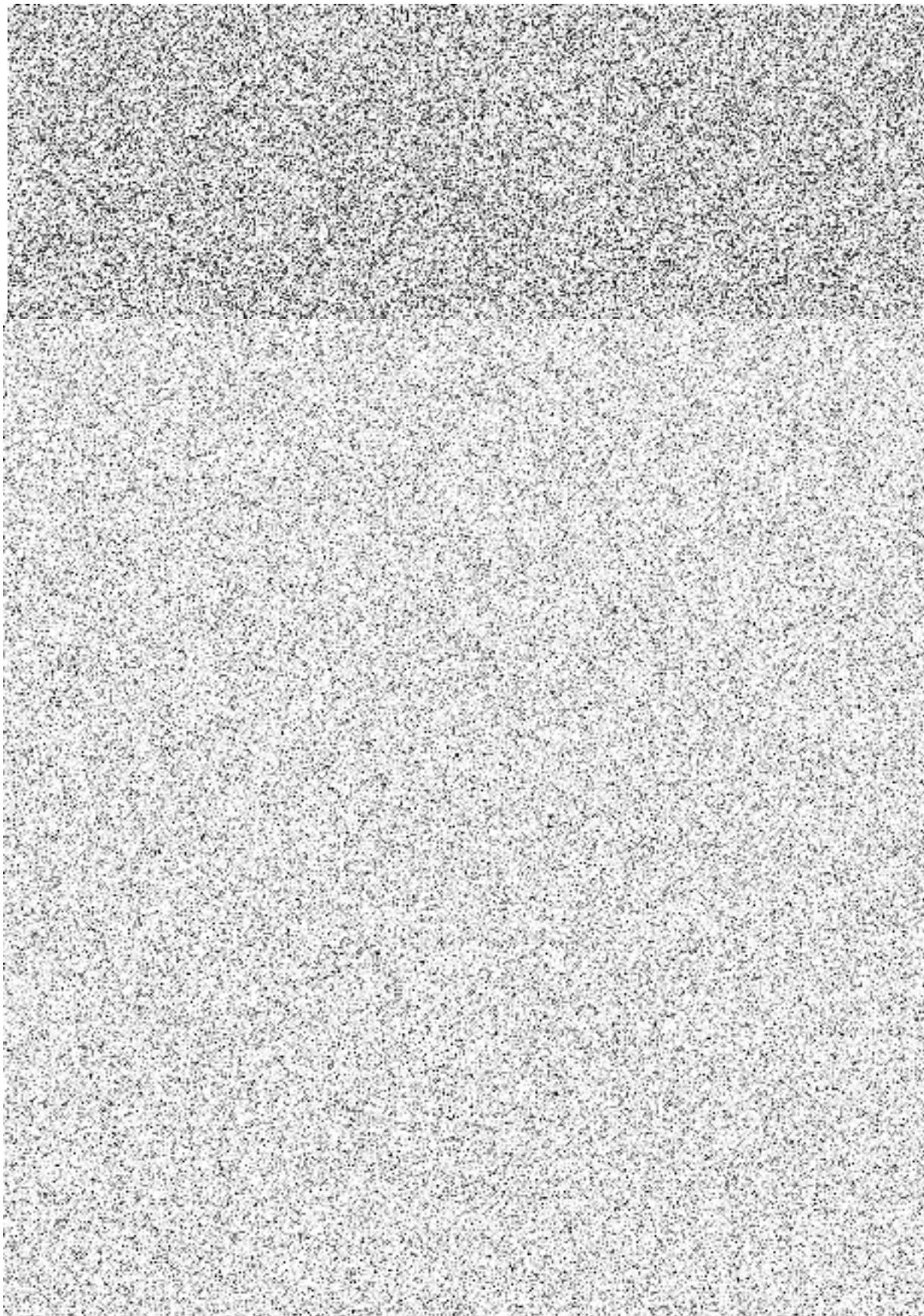


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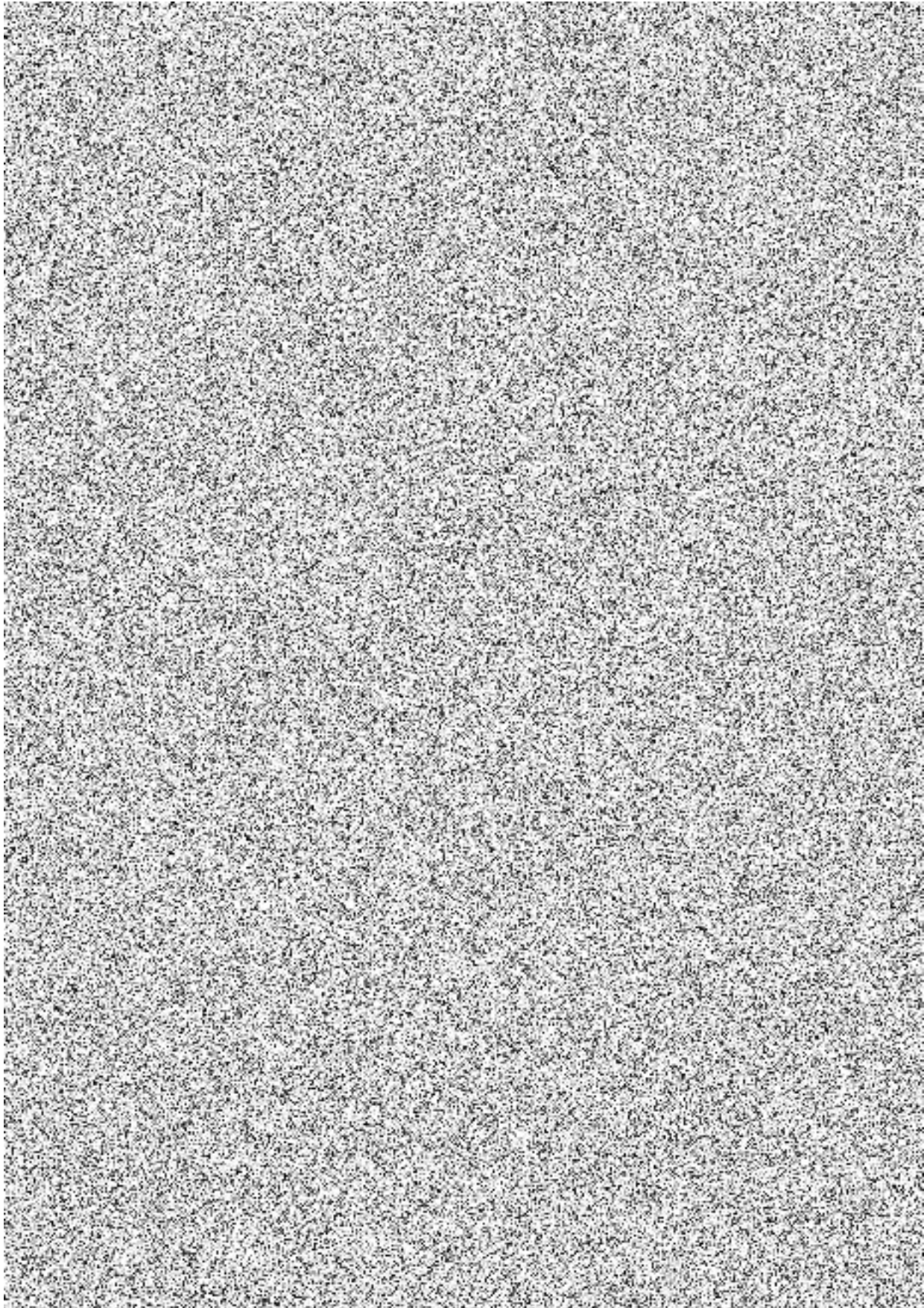


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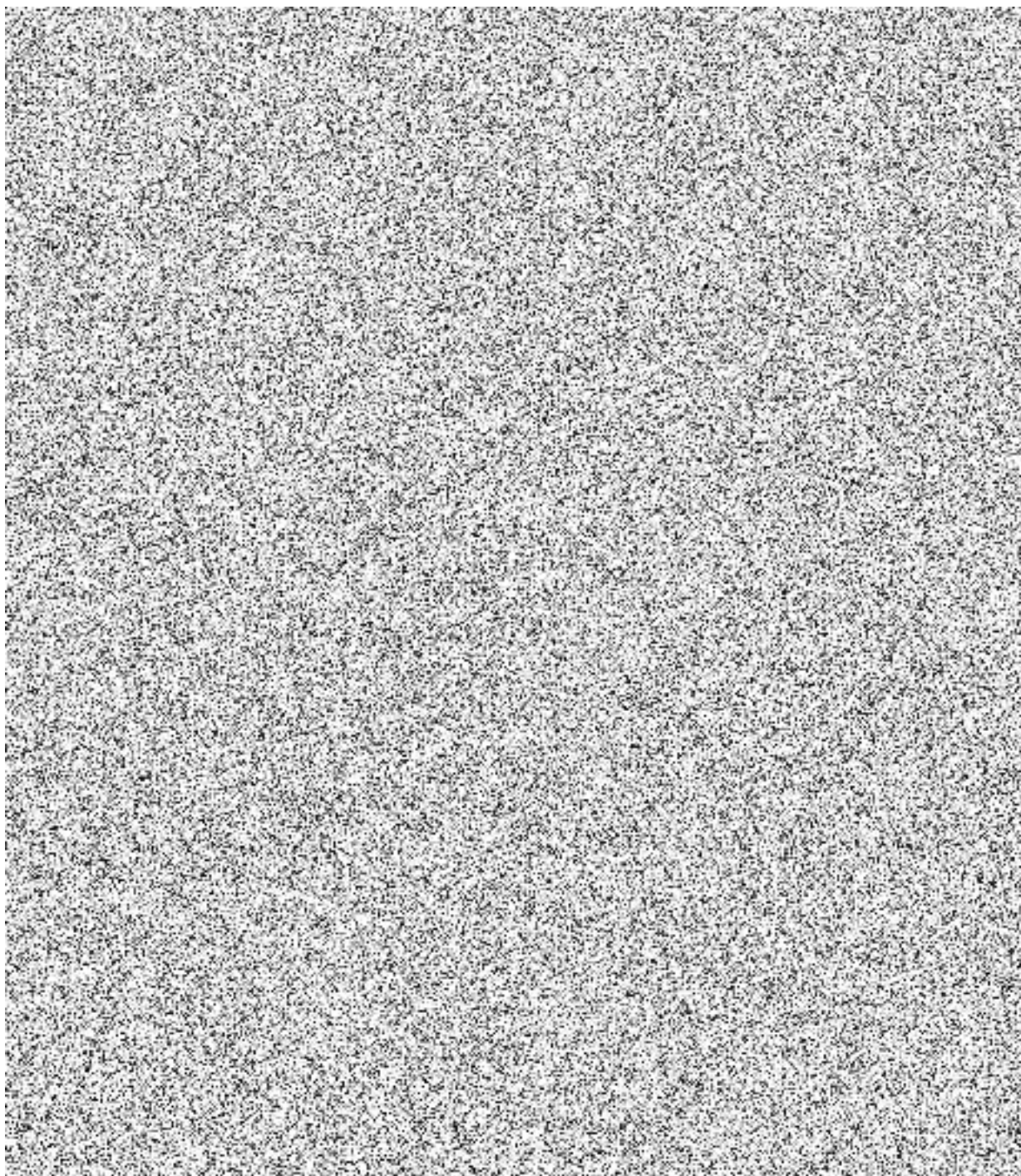
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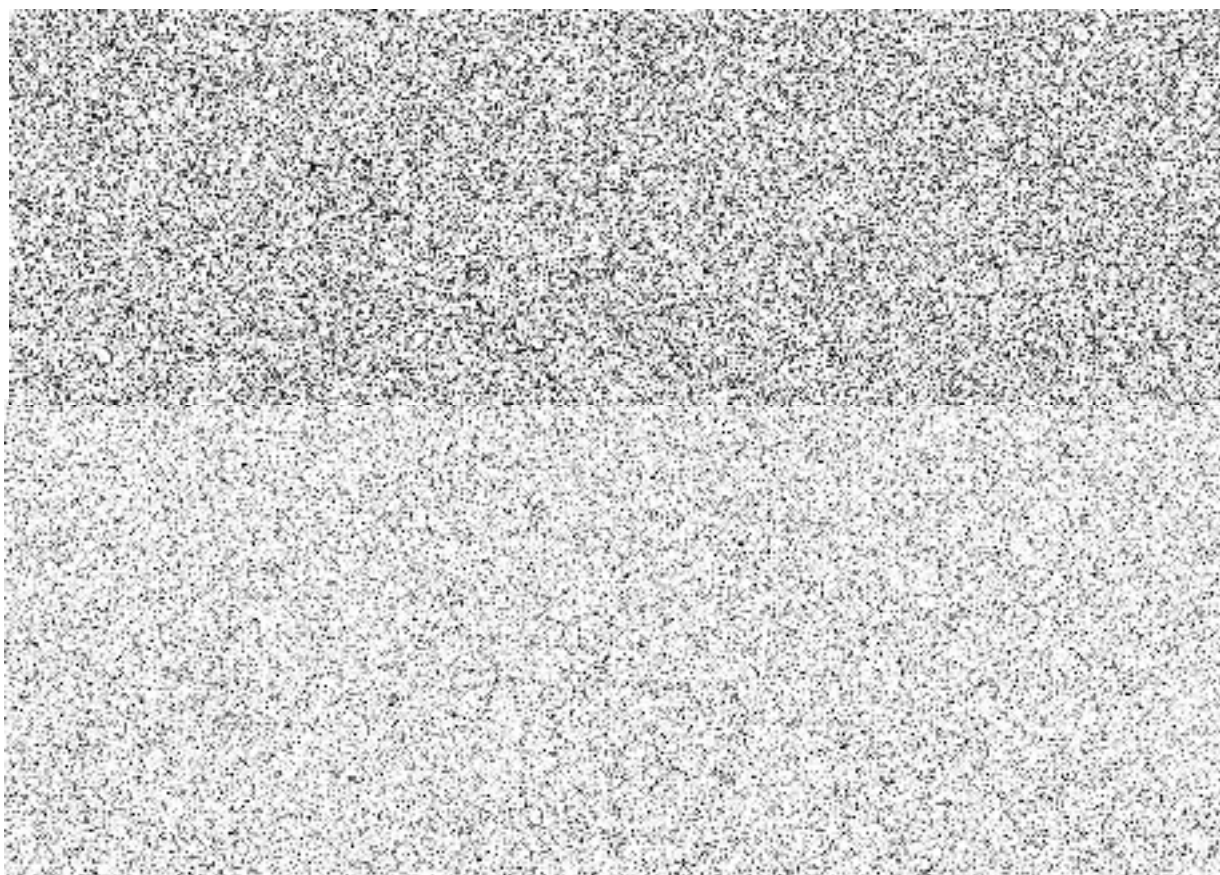
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Dukovany 5&6	EPC CONTRACT – CONTRACT SPECIFICATION LICENSING AND PERMITTING, SAFETY AND QUALITY DOCUMENT	Page 32/57
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2.5 FIRE PROTECTION

2.5.1 GENERAL REQUIREMENTS

A

The Plant* shall be sited, designed, constructed, commissioned and operated in accordance with the requirements of the Mandatory Law* and the Requirements of the Authorities* (See the Technical Requirements Document*, Chapter 2.5), in particular with, but not limited to, the requirements of Czech Act No. 133/1985 Coll., as amended, and Decrees No. 246/2001 Coll., as amended, 247/2001 Coll., as amended, 35/2007 Coll., as amended, 69/2014 Coll., as amended, 23/2008 Coll., as amended, 320/2015 Coll., as amended, 239/2000 Coll., as amended, 240/2000 Coll., as amended, and No. 328/2001 Coll., as well as, with Czech Atomic Act*, Decree No. 329/2017 Coll., as amended, Safety guide of State Office for Nuclear Safety* No. 3.1 and IAEA Safety Guides No. NS-G-1.7 and NS-G-2.1, as amended.

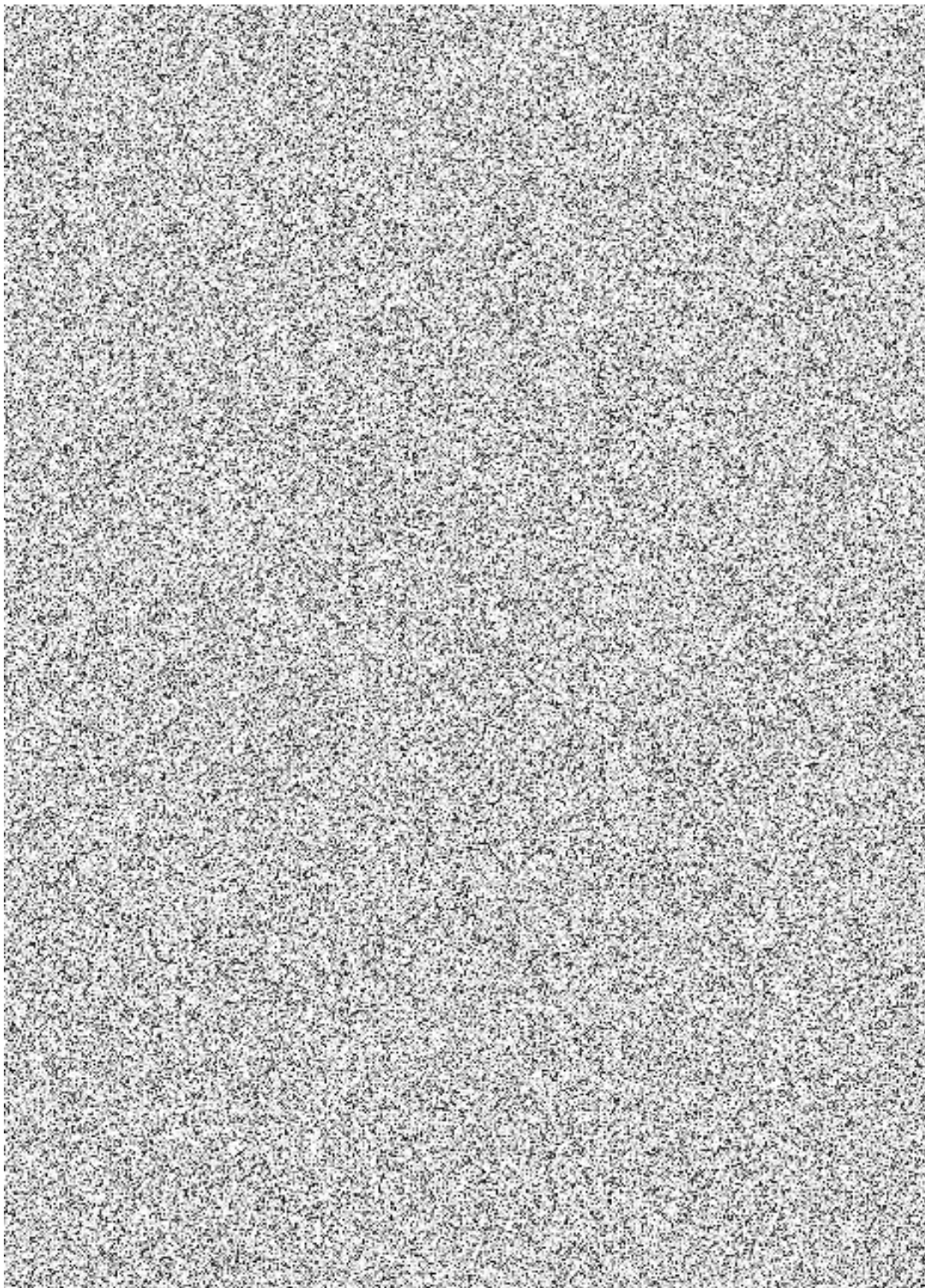
Note A

The Supplier* shall be aware of the superiority of the Czech Codes and Standards concerning fire protection to the design of the Plant*. It might require huge design and price changes in a short time during designing of the Plant*. The Supplier* shall study carefully Chapter 2.5 of Technical Requirements Document* to avoid misunderstandings.

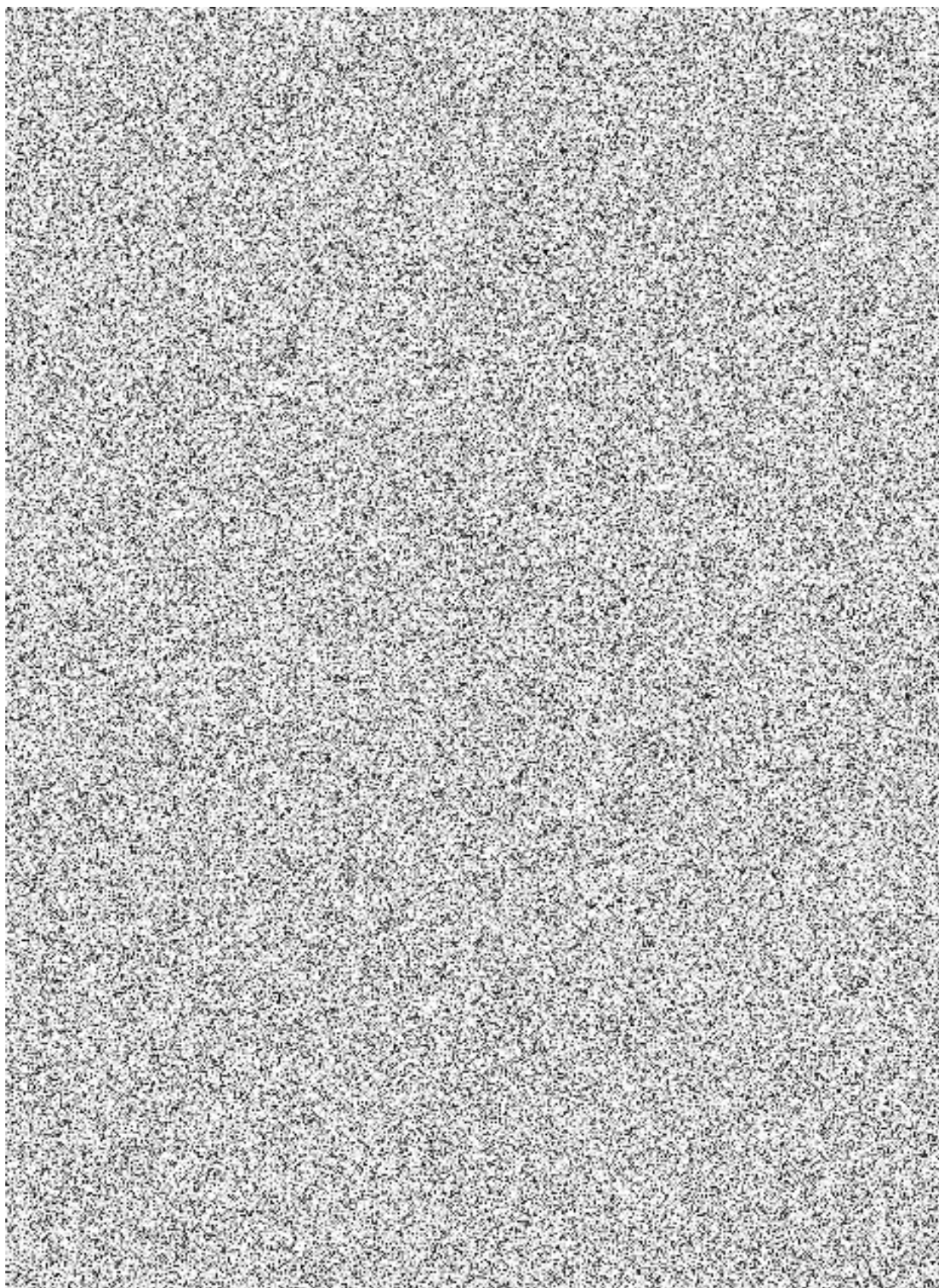
AB

The Supplier* shall submit to the Owner* all the Documents* and inputs related to the Fire Protection in accordance with the Project Management Document*, Attachment 3, Licensing and Permitting, Safety and Quality Document*, Section 1.3.5 and the Scope of Supply Document*, Section 2.3.3 and 2.3.4. For specific requirements on Documents* see the Terms and Conditions*, Chapter 4.

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2.5.2 REQUIREMENTS ON FIRE PROTECTION DURING DESIGNING OF THE PLANT

A

The design of the fire protection system of the Plant* shall be in accordance with Mandatory Law* and the Requirements of the Authorities* (See the Technical Requirements Document*, Chapter 2.5) and Section 2.5.1 of this Licensing and Permitting, Safety and Quality Document*.

B

At least six months prior the Site Handover*, the Supplier* shall provide to the Owner* the "Fire Regulations and Rules" of the Construction Site*. The document shall be part of the Construction Site Rules*.

Note B

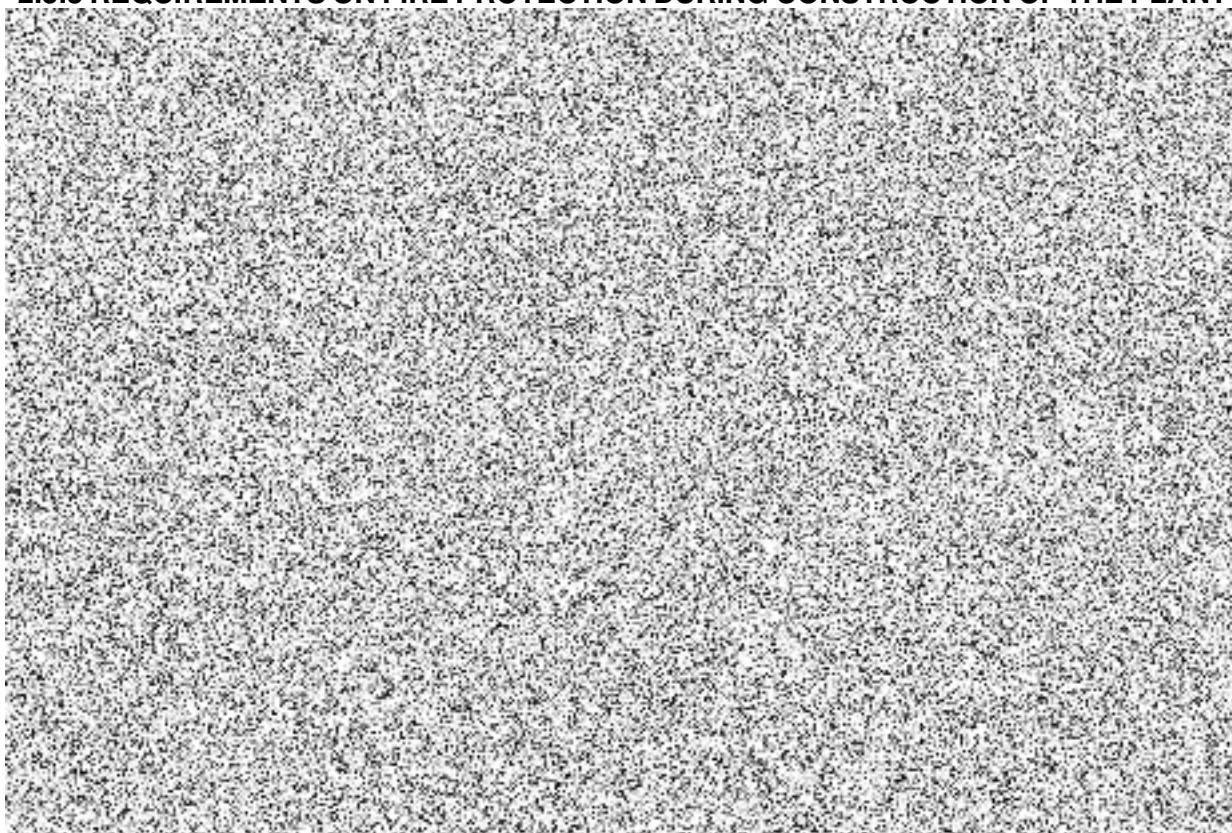
For the additional details on Construction Site Rules*, see Licensing and Permitting, Safety and Quality Document*, Section 2.1 and Terms and Conditions*, Article 28.7.7.

C

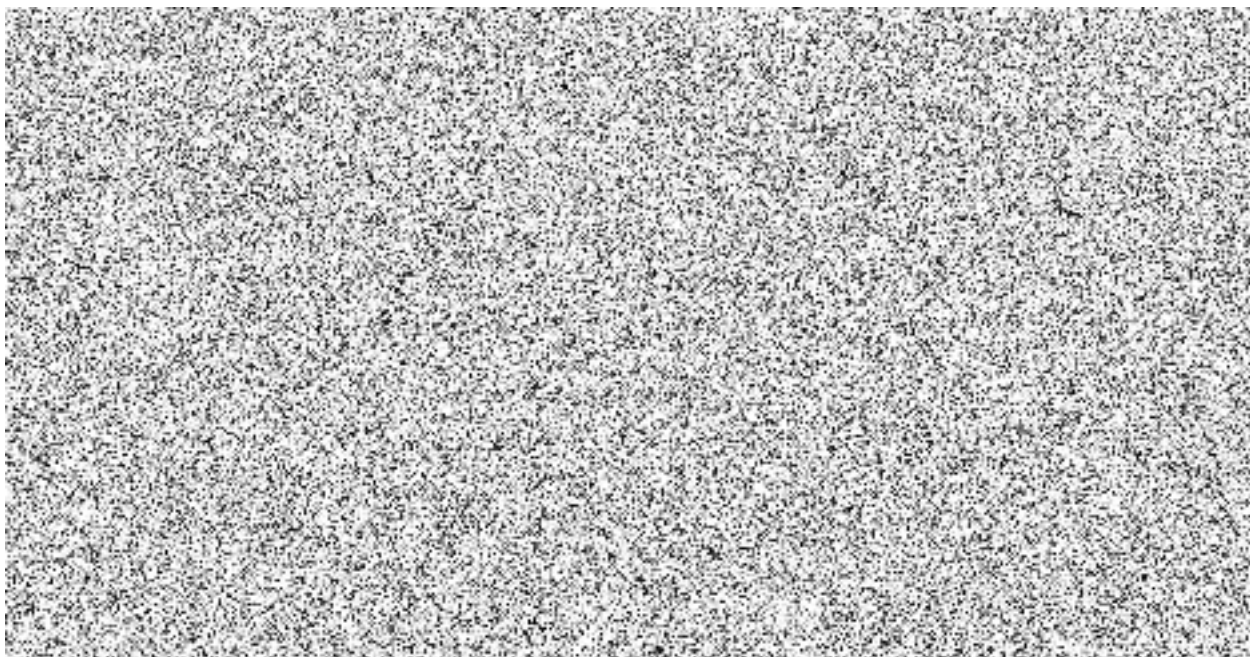
In the "Fire Regulations and Rules" document, the Supplier* shall propose the fire protection concept of the Construction Site* which shall contain, but not limited to:

- the method of securing fire protection during construction and Commissioning*;
- marking of the fire-fighting equipment, hydrants and evacuation paths;
- initial training of personnel entering the Construction Area* of Fire Regulations and Rules;
- method of supervision and control of fire safety.

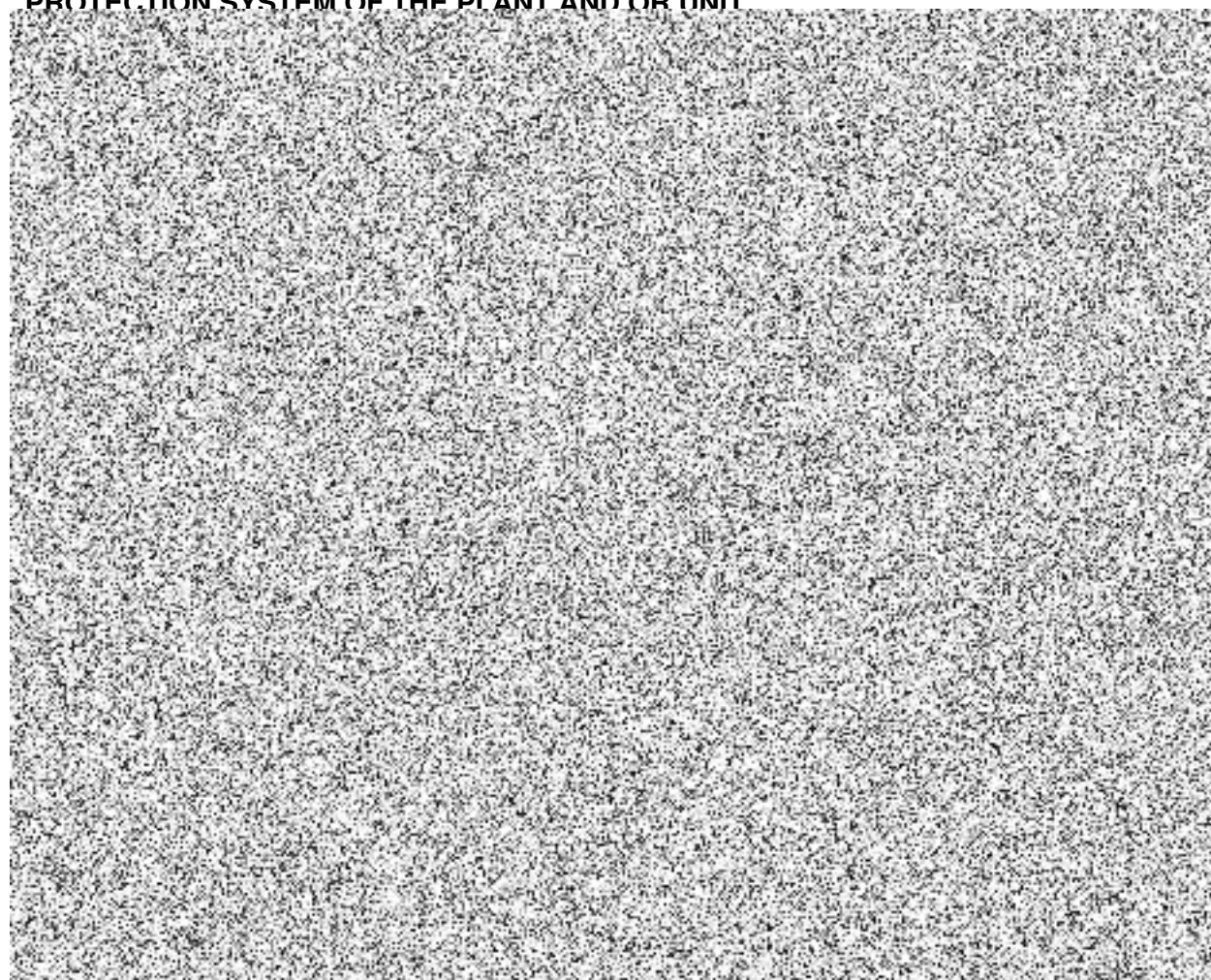
2.5.3 REQUIREMENTS ON FIRE PROTECTION DURING CONSTRUCTION OF THE PLANT



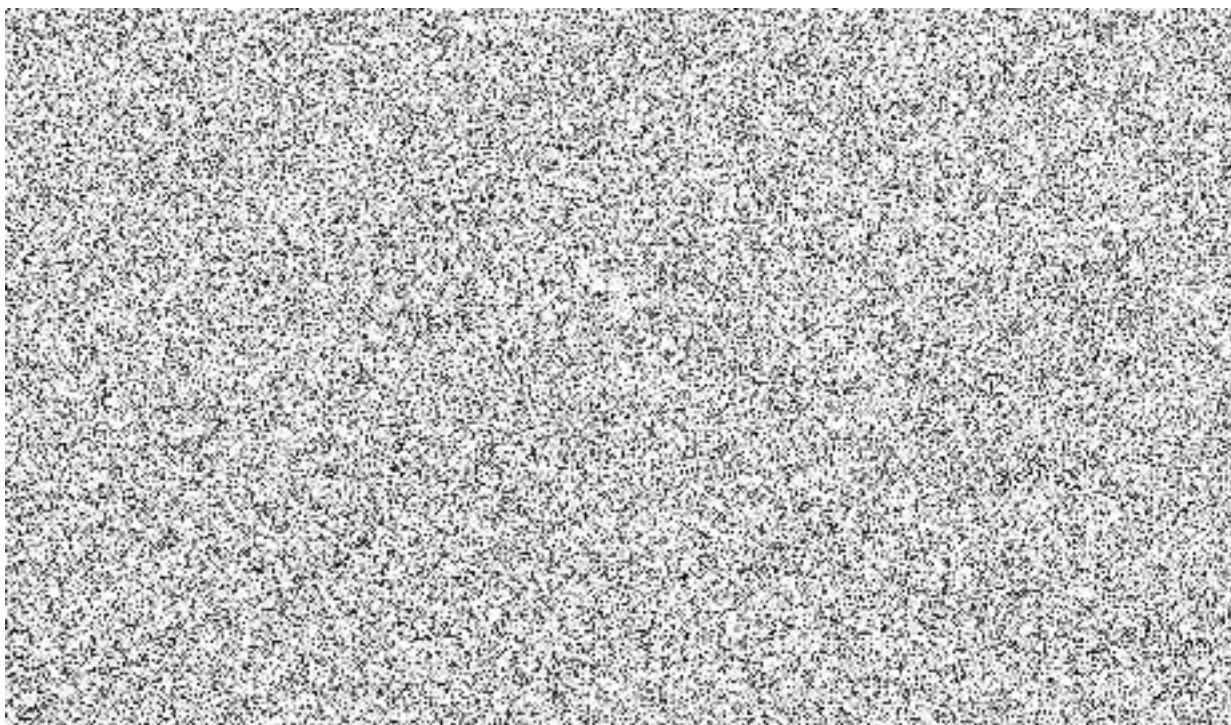
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2.5.4 REQUIREMENTS ON FIRE PROTECTION AFTER ACTIVATION OF PHYSICAL PROTECTION SYSTEM OF THE PLANT AND/OR UNIT



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2.6 RADIATION PROTECTION

A

The radiation protection system of the Plant* shall be designed, licensed, constructed and commissioned in accordance with the requirements of the Mandatory Law* and the Requirements of the Authorities*. See the Technical Requirements Document*, Chapter 2.5 (in particular the Czech Atomic Act*, Decree No. 329/2017 Coll. on the requirements for nuclear installation design, Decree No. 422/2016 Coll. on radiation protection and security of a radioactive source, Decree No. 360/2016 Coll. on radiation situation monitoring and Decree No. 377/2016 Coll. on the requirements for the safe management of Radioactive Waste* and on the Decommissioning* of nuclear installations or category III. or IV. workplaces as amended). Recommendations of relevant WENRA, IAEA and ICRP documents shall also be considered (see this Licensing and Permitting, Safety and Quality Document*, Chapter 1).

B

The Supplier* shall ensure radiation protection of Construction Site* from Site Handover*, except for specific areas of the Plant* for which the Owner* obtains and applies (i.e. announcement of putting into operation) the Licenses* and Permits* as specified in the Licensing and Permitting Plan* to operate such specific areas of the Plant* (e.g. workplace of category IV., activities in exposure situation, etc.) unless the legislation requires otherwise.

Note B

In Chapter 2.6, the term “area/areas” have a meaning of specific place of the Construction Site* for which the Permit*/License* for activities in exposure situations has been issued. For such areas, it is expected that specific measures from radiation protection point of view have to be considered including training of the personnel to access these areas.

BA

For the avoidance of doubt the Owner* shall not be responsible for radiation protection of any personnel or any area of the Plant* or Construction Site* until the Owner's* Permits* and

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Licenses* related to activities in exposure situations are applied (see the Czech Atomic Act*). In that case, the Owner* shall be responsible for radiation protection only in those areas and for the time for which Owner's* Permits* and Licenses* are applied.



BB

The Supplier* shall be responsible for radiation protection of any of the Supplier's* or Owner's* personnel in areas on the Construction Site* for which the Supplier*:

- obtains and applies the Licenses* or Permits* for activities in exposure situations (operation of a workplace of any category, management of a source of ionising radiation etc., see the Czech Atomic Act*, Annex 1); or
- performs any activities that can cause radiation exposure to people or the environment.

BC

The Supplier* shall ensure:

- training of any Supplier's* or Owner's* personnel in radiation protection that shall access the Supplier's* areas, see the Licensing and Permitting, Safety and Quality Document*, Section 2.1.2;
- that only personnel trained in radiation protection can access the Supplier's* areas.

BD

The Owner* shall be responsible for radiation protection of any Supplier's* or Owner's* personnel in areas on Construction Site* for which the Owner*:

- obtains and applies the Licenses* or Permits* for activities in exposure situations (operation of a workplace of any category, management of a source of ionising radiation etc., see the Czech Atomic Act*, Annex 1); or
- performs any activities that can cause radiation exposure to people or the environment.

BE

The Owner* shall ensure:

- training of any Supplier's* or Owner's* personnel in radiation protection that shall access Owner's* areas;
- that only personnel trained in radiation protection can access the Owner's* areas.

BF

The Supplier* shall have qualified radiological protection employees present on the Construction Site* to perform any activities in exposure situations, see the Czech Atomic Act*, in particular §72 and §78. The Supplier* shall provide the list of the radiological protection employees and qualifications/certificates to the Owner* prior to Site Handover* and update it during Construction Time*.

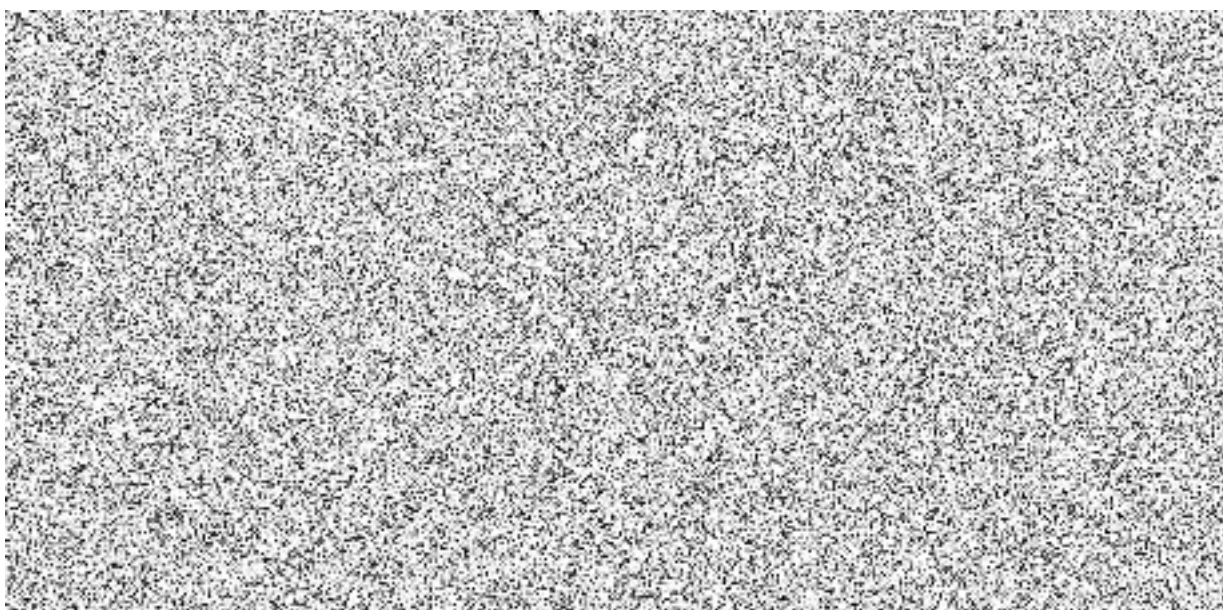
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BG

The Supplier* and the Owner* shall inform each other in advance about such areas with exposure situations and the risks arising therefrom, see also the Licensing and Permitting, Safety and Quality Document*, Section 2.2.

C

The Supplier* shall ensure that all adequate facilities, devices, equipment, Documents* and systems related to radiation protection of any area of the Plant* or Construction Site* (particularly storage of fresh fuel, sources of ionising radiation, fissile material, Radioactive Waste* etc.) are in a fully operational state in accordance with the requirements of the Mandatory Law* and the Requirements of the Authorities* before the Owner's* Permits* or Licenses* come into force (i.e. operation responsibility takeover, see the Terms and Conditions*, in particular, Article 28.7.7), or the legislation requires otherwise (e.g. before the sources of ionising radiation are placed or used in any particular part of the Plant*).



D

The Supplier* shall submit to the Owner* all the Documents* related to radiation protection in advance as specified in the Project Management Document*, Attachment 3, Section 1, and all the Documents* which could be required by the Authorities* for the purpose of activities to be licensed (see also the Licensing and Permitting, Safety and Quality Document*, Section 1.3). For specific requirements on Documents* see the Terms and Conditions*, Chapter 4.

DA

Based on the Documents* provided by the Supplier*, the Owner* shall carry out assessments focused on calculation of radiological impact on public or environment (i.e. outside the Limited Access Area*) in accordance with the Licensing and Permitting Plan*, especially impacts of discharges and releases of radioactive substances from the Plant* during Operational States* and Accident Conditions*.

DB

For avoidance of doubt, the Supplier* shall carry out at least:

- any assessment focused on calculation of radiological impacts on Plant* operational staff (especially Exposed Workers*);

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- radiation optimisation study for the interior of the Plant* (i.e. within the Limited Access Area*).

and provide the Owner* with these Documents* and information needed to carry out Owner's* assessments and Documents*.

E

After the handover of responsibility for the radiation protection to the Owner* at any specific area of the Plant* or Construction Site* (i.e. Permits* or Licenses* are applied by the Owner* during construction or Commissioning*), the Supplier* shall be obliged to follow any instruction of the Owner* (see Chapter 2.1. Construction Site Rules) and shall ensure fulfilment of the respective documentation and policies adopted by the Owner* and shall ensure fulfilment of all the obligations, duties and responsibilities arising from Permits* or Licenses* to be applied.

F

Basic technical requirements related to radiation protection which the Supplier* shall follow are specified in the Technical Requirements Document*, Section 2.1.3, Section 2.8.2.11, Section 2.8.2.14, Section 2.11.2.5 and Section 2.14.8.1.

G

The Supplier* shall be responsible for the training of the Owner's* personnel in radiation protection (e.g. to be instructed on the radiation monitoring system, operational and maintenance documentation, etc.) in accordance with the Operation and Maintenance Document*, Chapter 2. (Note.: not to be confused with training in radiation protection to enter areas or workplaces, see requirements BC, BE)

H

The Supplier* shall ensure that the amount of Radioactive Waste* produced during construction and Commissioning* of the Plant* will be as low as reasonably achievable and Radioactive Waste* shall be handed to the Owner* in a state that can be safely handled and stored and allows later treatment and conditioning into waste packages that meet waste acceptance criteria for disposal in the radioactive waste disposal facility, see the Technical Requirements Document*, Section 2.8.2.8.

HA

The Supplier* shall be responsible for the safe and compliant storage of all Radioactive Waste* produced during construction and Commissioning* of the Plant* including Radioactive Waste* produced by the Owner* unless required otherwise.

HB

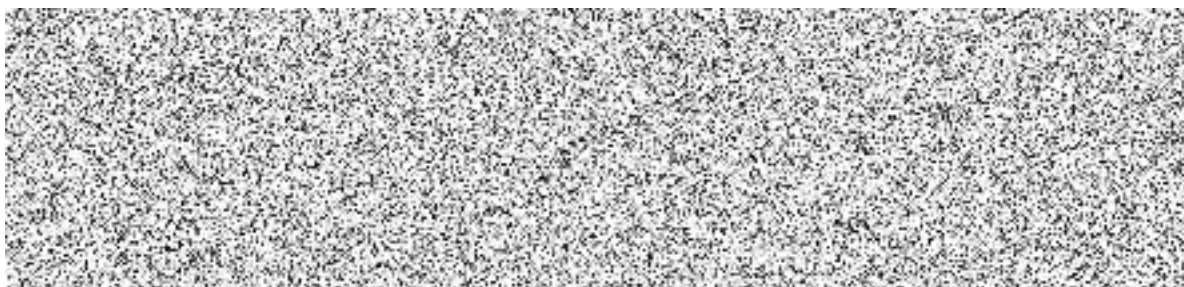
The Radioactive Waste* shall be handed over to the Owner* after the Provisional Takeover*.

I

The Radiation protection concept between the Plant* and the Existing Nuclear Power Plant* shall be as follows:



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IA

Monitoring of radiation situation in surrounding areas of the Plant* and measurement laboratory for this purpose (except inner circuit of the teledosimetric system, see article J) shall be provided by the Owner* during all stages of construction and Commissioning*, including monitoring of radiation situation in surrounding areas during incidents or accidents. Details on monitoring in surrounding areas of the Plant* are specified in the Technical Requirements Document*, Section 5.2.7.

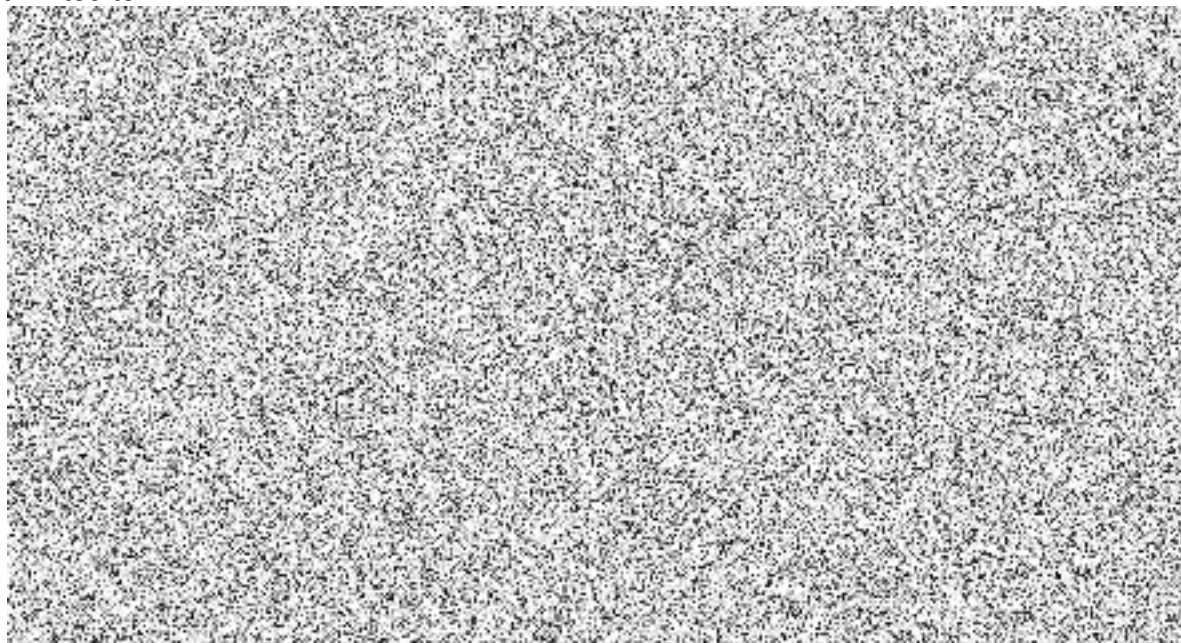
IB

Detailed monitoring of internal contamination of the personnel and measurement laboratory for this purpose shall be provided by the Owner* during all stages of construction and Commissioning*. That includes:

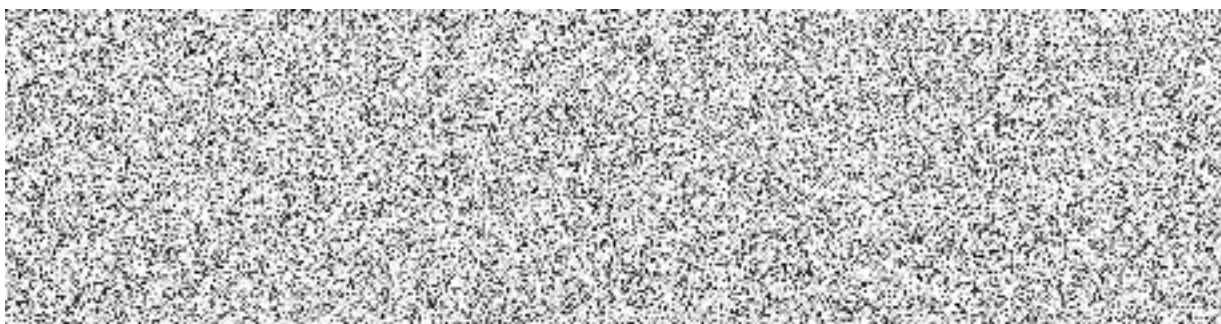
- whole-body counter for detailed analyses of internal contamination (not to be confused with tentative monitoring of internal contamination during leaving the controlled area etc.);
- I-131 internal contamination measurement in thyroid;
- H-3 activity measurement in urine;
- gamma activity measurement in excrements;
- assessment of doses from internal contamination.

J

The radiation protection system of the Plant* to be provided by the Supplier* shall include, but not limited to:



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2.7 ENVIRONMENTAL MANAGEMENT SYSTEM

A

The Supplier* shall be responsible for environmental management system on the Construction Site* in accordance with the requirements of the Mandatory Law* and the Requirements of the Authorities* and Rules* (See Technical Requirements Document*, Chapter 2.5), in particular with the requirements of Act No. 17/1992 Coll., as amended, 224/2015 Coll., as amended, 254/2001 Coll., as amended, 201/2012 Coll., as amended, 167/2008 Coll., as amended, 350/2011 Coll., as amended, 541/2020 Coll., as amended, Decree No. 8/2021 Coll., as amended, 273/2021 Coll., as amended and shall ensure all necessary environmental regulations and rules in its own work, in the work of its Subcontractors* and all other personnel with access to the Construction Area*.

B

The Supplier* shall be responsible for the environmental management system of the Construction Area* from Site Handover* until the Provisional Takeover* of the Plant*.

BA

The Owner* shall be responsible for the environmental management system of the Unit* after the Provisional Takeover* of the respective Unit*. After the Provisional Takeover* of the earlier Unit* the Supplier shall remain responsible for the environmental management system of the later Unit* (i.e. Unit* under construction or commissioning) until the Provisional Takeover* of the Plant*

C

The Supplier* shall be responsible for the environmental management system of the On Site Facility Area* from Site Handover* until the handover of the On Site Facility Area* back to the Owner*.

D

The Supplier's* environmental management system shall be in compliance with the EN ISO 14001 - environmental management system.

E

6 months before the Site Handover*, the Supplier* shall ensure and appoint the Environmental Supervisor and the supplier of environmental services, as required by the EIA statement No. MZP/2019/710/7762 dated 30th August 2019, condition No. 32.

Note E

The Environmental Supervisor is the person supervising the activities of the Supplier* and Subcontractors* in the field of environmental protection. The supplier of environmental services shall provide the environmental measures on the Construction Site*.

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EA

The Owner* and Authorities* shall have the right to approve the selected Environmental Supervisor and supplier of environmental services.

EB

The Environmental Supervisor responsibility shall be as follows, but not limited to:

- supervision of nature protection;
- documentation and recording of nature protection measures;
- coordinating the measures of environmental protection;
- issue requirements and instructions for the implementation of environmental measures;
- monitoring of the responses and effectiveness of the implemented environmental measure.

EC

The Supplier* shall follow the Owner's* and Environmental Supervisor instructions and requirements and shall ensure that all Works* carried out by all personnel on the Construction Site* are in accordance with the Environmental Supervisor requirements and instructions.

ED

The Supplier* shall provide to the Environmental Supervisor all inputs and information for environmental protection and ensure that documentation from environmental measures and Environmental Supervisor final report shall be approved by the Owner*, as required by the EIA statement No. MZP/2019/710/7762 dated 30th August 2019, condition No. 32.

F

The Owner* reserves the right to inspect, control and require corrective actions to the environmental management system on the Construction Site* including controls of the Environmental Supervisor and supplier of environmental services.

G

The Supplier* shall have qualified and dedicated environmental employees present on the Construction Site*. The Supplier* shall provide the list of the environmental employees to the Owner* during Site Handover* and update it during Construction Time*.

H

The Supplier* shall create an environmental incident reporting system with a committee for the investigation, where Owner*, Environmental Supervisor and the Chief Safety Coordinator shall be involved. The Supplier* shall keep and update the record of environmental incidents on the Construction Site*.

I

During the LWA Phase*, the Supplier* shall handover to the Owner* the EMS Documents*, in compliance with the Attachment 3 of Project Management Document*, Section 1.2.2.

IA

The Supplier* shall provide the environmental management system manual (see the Project Management Document*, Attachment 3) in accordance with the best experience from the Reference Plant* or other similar projects to ensure that the Plant* shall be constructed with

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minimum impact on environmental and that the Project* is managed in accordance with Good Engineering Practice*.

In the environmental management system manual, the Supplier* shall describe, but not limited to:

- protection of the environment concerning water treatment;
- protection of the environment concerning air pollution;
- protection of the environment concerning landscape;
- protection of the environment concerning chemical substances and liquids treatment and handling;
- identification of possible environmental issues and their solutions;
- emergency plan in case of chemical substances, products and liquids leakage.

Note IA:

In the environmental management system manual shall be the protection plans for the areas mentioned above. Those environmental protection plans shall contain the protection methods, activities and control measures to reach the goals of environmental protection. The manual shall be according to requirements of the Rules* specified in the Technical Requirements Document*, Chapter 2.5

IB

The Supplier* shall provide the environmental waste management plan (see the Project Management Document*, Attachment 3) in accordance with the best experience from the Reference Plant* or other similar projects. In the environmental waste management plan, the Supplier* shall describe, but not limited to:

- reduction of waste production;
- waste recycling methods;
- waste management (collection, classification, storage, transportation, and disposal) including management of hazardous waste disposal.

IC

The Supplier* shall follow the environmental waste management plan. Additional details are also defined in Construction and Commissioning Document*, Section 2.5.5.5.

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3 PROJECT QUALITY MANAGEMENT

The purpose of this chapter is to define requirements for Project* Quality Management within all stages of the Project*.

For the purpose of this chapter the term "stage" shall refer to design, construction, Commissioning* and operation stage.

The objective of the Project* Quality Management is to ensure that the Works* are performed in scope and quality in accordance with requirements of the Rules*, EPC Contract* and Good Engineering Practice*.

3.1 GENERAL REQUIREMENTS

A

The Supplier* shall establish, implement, maintain and continually improve the PQM for all the stages of the Project*.

B

The Supplier* shall implement the Project* Quality Management as a part of its management system in accordance with the Project Management Document*, Chapter 2.

The PQM shall plan, manage and control the quality of processes, activities, SSC and any other parts of Works* in accordance with the Project Management Document*, Section 2.9.

C

The Supplier* shall identify, establish and actively use the management processes and quality procedures within its Project* Management System in accordance with Project Management Document, Chapter 2. The Supplier* shall ensure that the requirements of management processes and quality procedures are fully achieved during execution of Works*.

CA

The Supplier* shall provide to the Owner* appropriate quality Documents* in accordance with the Licensing and Permitting, Safety and Quality Document*, Section 3.2.

D

The Supplier's* PQM shall comply with the requirements specified in Licensing and Permitting, Safety and Quality Document*, Chapter 3, Terms and Conditions*, Chapter 6 and Project Management Document*, Section 2.9.

E

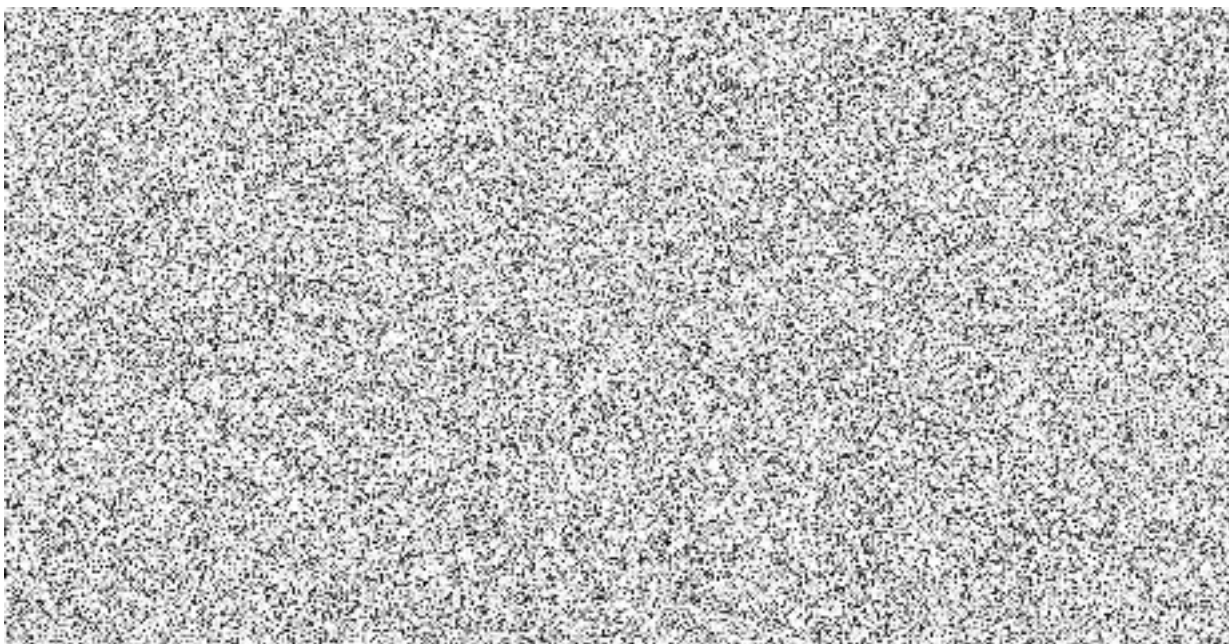
The Supplier* shall ensure that all Subcontractors* of any tier implement relevant requirements of its PQM into their quality management system.

shall monitor and evaluate the performance of Subcontractors* to ensure their compliance with the Supplier's* PQM and shall submit the results of the evaluation to the Owner* as part of Project* progress report in accordance with Project Management Document*, Section 3.7.

F

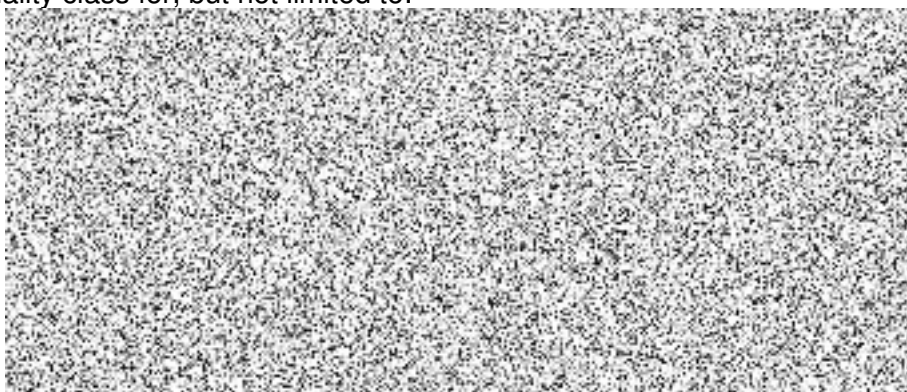
The Supplier* shall maintain PQM in compliance with principles resulting from Rules* in accordance with the Terms and Conditions*, Article 6.1.1.

In addition to ISO standards, the nuclear specific requirements shall be applied with respect to the Rules* as described in the Technical Requirements Document*, Section 2.1.5.



GA

The Supplier* shall structure any and all SSC and any other part of Works* into quality classes based on their significance for the Project* in compliance with criteria of Graded Approach*. The Supplier* shall specify the level of application of individual quality requirements for each quality class for, but not limited to:



H

The Supplier* shall monitor the effectiveness of the PQM by an adequate audit program based on procedures defined in PQMM, sufficient and suitably independent surveillance and Inspections* and tests. The Supplier* shall record and evaluate the results arising from this monitoring. The Supplier* shall reflect the results of monitoring in the process of continual improvement of its PQM.

Audits reports shall be submitted to the Owner*, according to Section 6 of the Terms and Conditions*.

I

The Supplier* shall continually improve its PQM based on best practice and experiences from Project* and projects of a similar kind (lessons learned shall be implemented and documented, including feedback from previous works experiences and operational occurrences and international organizations such as IAEA and WANO).

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J

The Supplier* shall properly specify the procurement activities in order to guarantee that the desired quality level is achieved and monitor them. The Supplier* shall properly and fully transmit technical and other relevant and/or reasonably applicable requirements into procurement documentation and shall apply sufficient quality techniques and tools for evaluation of the quality of procured SSC or any other part of Works*.

K

The Supplier* shall establish and carry out reviews of PQM for the overall Works*. The Supplier* shall submit the review reports to the Owner*. The Supplier* shall identify any nonconformity detected during the reviews and propose solutions in review reports (corrective actions implementation).

L

The Supplier* shall establish a training program related to the safety and quality processes and procedures for culture training, control and assessment of its personnel. The training program shall be in compliance with its PQM.

M

The Supplier* shall determine, manage and update the Project* specific risks and opportunities in accordance with the Project Management Document*, Section 2.8. The Supplier* shall include following principles during risks and opportunities management in order, but not limited, to:

- assure that the PQM can achieve intended results;
- assure that the Supplier* can consistently achieve conformity of processes, activities, SSC and any other parts of Works*;
- prevent or reduce undesired results; and
- enhance desirable effects and achieve improvement.

N

The Supplier* shall establish, monitor, evaluate and continually improve safety culture in its PQM.

The Supplier* shall ensure that all Subcontractors* of any tier of the supply chain implement safety culture rules into their scope of supply. The Supplier* shall monitor and continually improve safety culture at its Subcontractors* using by proper methods and techniques.

O

The Supplier* shall establish, implement and continually improve the procedure for prevention and detection the intrusion of CFSI into Project*'s SSC and Services*.

3.2 QUALITY DOCUMENTS

A

The Supplier* shall establish a document control system that shall be consistent with PQM. The Owner* shall be entitled to have access to all the documentation related to Works* elaborated by any organization participating in the Project*.

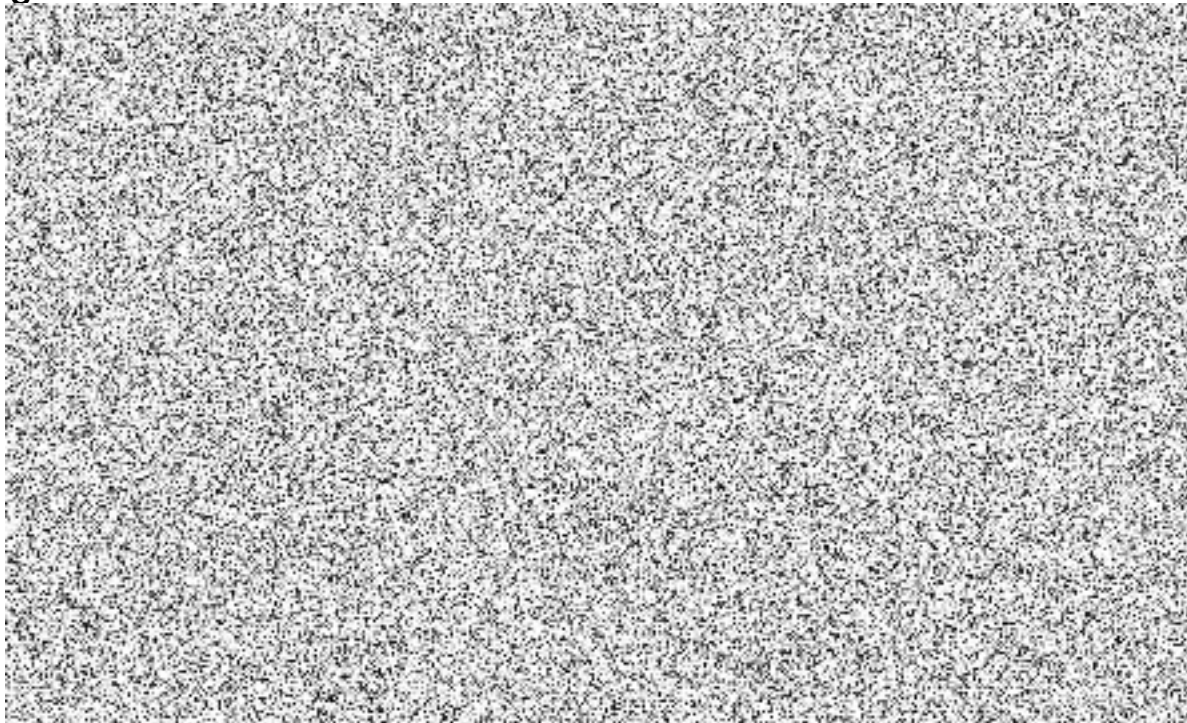
B

The Supplier* shall document any Project* activities using sufficient quality Documents*. The Supplier* shall provide to the Owner* with quality Documents*.

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The quality Documents* shall be submitted to the Owner* in accordance with the Project Management Document*, Attachment 3.

C



D

The Supplier* shall establish a Project* Quality Management Manual (PQMM) in order to describe how to plan, manage and control quality through the entire Project*. The PQMM shall include, but not limited, to:

- identification of quality policies, objectives and standards that shall be used by the Project*;
- identification of quality roles and responsibilities;
- Project inputs, outputs and processes subject to quality review;
- quality control and quality management activities;
- quality tools and techniques that shall be used;
- quality procedures;
- safety culture and behavioural expectations.

The Supplier* shall establish the PQMM in compliance with its certified quality management system.

E

The Supplier* shall establish the Quality management stage program for each stage of the Project*.

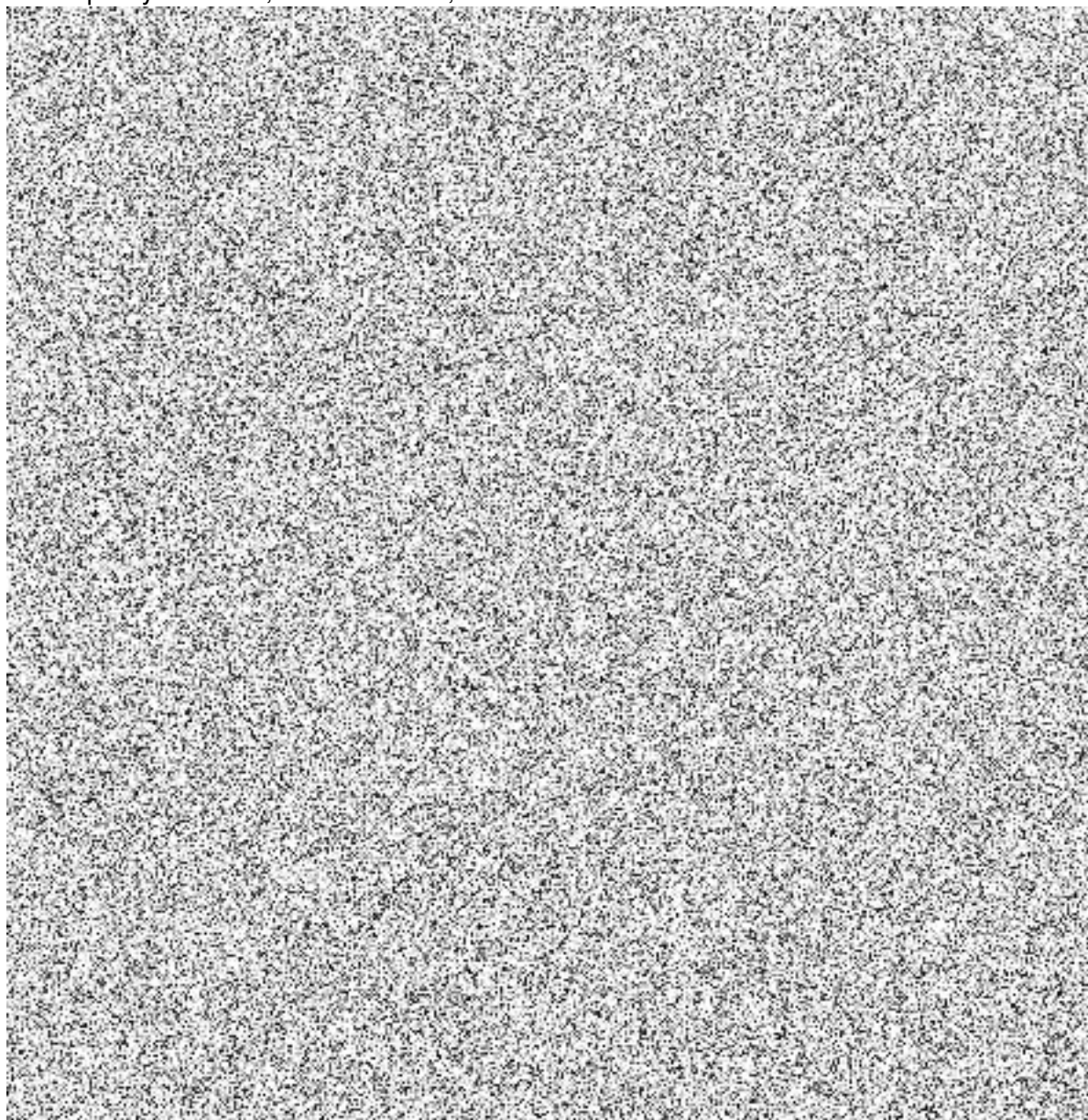
EA

The Quality management stage program shall define the detailed description of the planning, managing and control of quality activities including quality procedures to be applied during the respective stage of the Project*.

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F

The Supplier* shall establish and submit to the Owner* written procedures in the following areas of quality activities, but not limited, to:



The Supplier* shall not commence the performance of individual activities without the appropriate written procedures.

G

The Supplier* shall establish the Quality plans for any SSC and Services*. The Quality plans shall define detail description of the planning, managing and control of quality activities for individual SSC or Services*.

The Supplier* shall establish Inspection and test plans in accordance with Terms and Conditions*, Article 6.2.4. The Inspection and test plans shall be prepared specifically for SSC or Services* and shall be in compliance with the requirements of the respective Quality plans.

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H

The Supplier* shall ensure that any Subcontractors* shall use a Quality plan for their respective SSC or Services*. The Supplier* shall ensure that each Subcontractor* shall implement requirements of its quality management system (certified company manual) and the Supplier's* Quality plan for their respective SSC or Services* delivery and shall establish a relevant Quality plan for the respective SSC or Services*.

HA

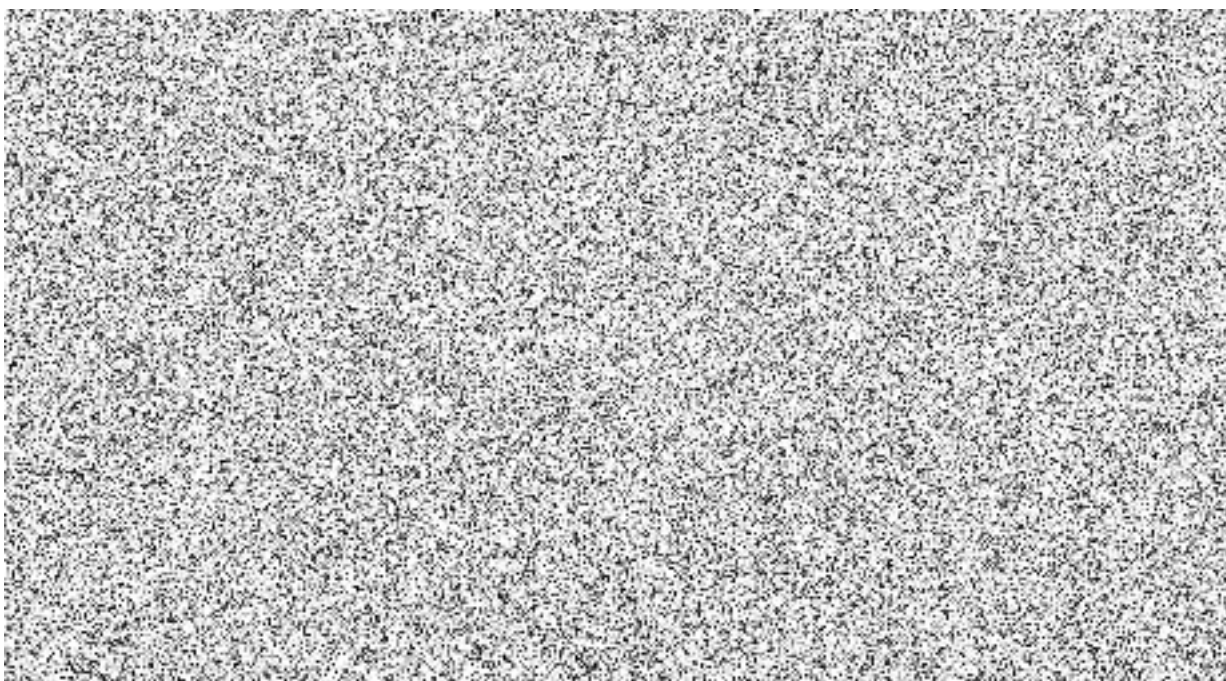
All Subcontractors* shall prepare Inspection and test plans in the scope of its Works* in compliance with the respective Quality plan for their respective SSC or Services*.

The Supplier* shall approve the Subcontractor's* Quality plans and Inspection and test plans. The Supplier* shall provide the Subcontractor's* Quality plans to the Owner*.

I

The Supplier* shall apply the same format of Documents* to ensure the consolidation of Documents* among all Subcontractors*.

3.3 DIVISION OF RESPONSIBILITIES



3.4 INSPECTIONS AND TESTS

A

The Supplier* shall perform appropriate Inspections* and tests to ensure the required quality of SSC and Services* for each stage of the Project*.

B

The Supplier* shall comply with the requirements in accordance with the Terms and Conditions*, Section 6.2.

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C

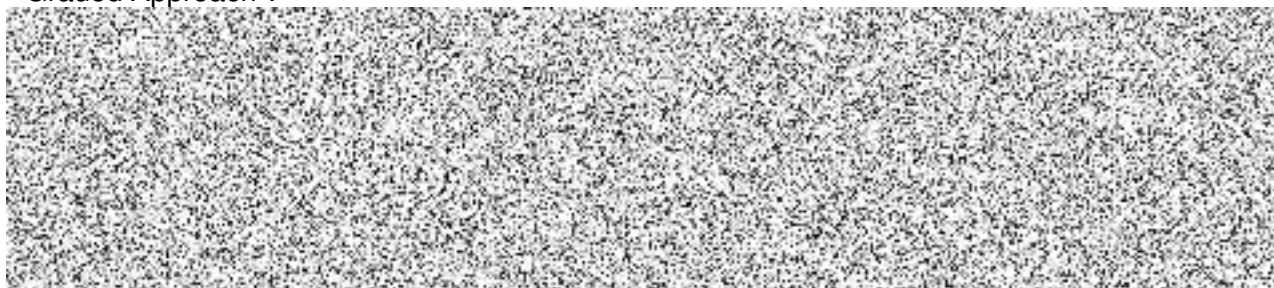
In the Inspection* and test plan the Supplier* shall define the scope of Inspections* and tests to ensure sufficient quality verification of SSC and Services*. The scope of Inspections* and tests shall reflect the significance of SSC or Services* according to their intended use, especially their impact on Plant* safety, availability and protection of investment (Graded Approach* shall be applied). Special emphasis shall be placed to verification of special processes, especially welding, nondestructive examination, heat treatment, forming, surface coating, development and modification of safety important software. The Supplier* shall integrate surveillance activities and independent Inspections* and tests required by the Owner* or the Authorities* into the Inspection and test plan.

D

The Supplier* shall ensure that SSC or Services* meet requirements in compliance with the technical specification. The technical specification shall comply with the EPC Contract* and Documents*.

E

The Supplier* shall apply adequate validation and qualification process for any Works* (including, but not limited to special processes, software and personnel) in accordance with Graded Approach*.



F

The Supplier* shall identify, establish and actively use the respective procedures and instructions for Inspections* and tests. The Inspections* and tests procedures and instructions shall describe the complete methodologies of Inspections* and tests, including acceptance criteria. The Inspections* and tests personnel shall actively use the Inspections* procedures and instructions during Inspection* and tests. The Supplier* shall ensure the access to Inspections* and tests procedures and instructions for Inspections* and tests personnel. The Supplier* shall submit for approval respective Inspections* and tests procedures and instructions to the Owner* on its request as required by the EPC Contract*.

G

The Supplier* shall ensure Inspections* and tests are performed by skilled and qualified personnel. Inspections* and tests personnel shall be qualified in accordance with applicable Codes and Standards*. Inspections* and tests personnel shall have sufficient knowledge about Inspections* and tests procedures and instructions. The Supplier* shall submit valid personnel qualification certificates related to performed Works* to the Owner* on its request.

H

The Supplier* shall apply the control of measurement instruments for any SSC at all stages of the Project*. The Supplier* shall properly control each measurement instruments in accordance with a procedure for measurement instruments control. The Supplier* shall establish the procedure for measurement instruments control as part of its PQM. The

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procedure shall describe fulfilment of requirements specified in the Technical Requirements Document*, Section 2.7.0.3.9.

I

The Supplier* shall record results of performed Inspections* and tests in compliance with the Licensing and Permitting, Safety and Quality Document*, Section 3.5.

J

The Supplier* shall ensure sufficient identification of verified SSC or Services* in order to assure the traceability throughout the process.

3.5 QUALITY RECORDS AND REPORTS

A



AA

The Supplier* shall establish a well-organized filing, reports and records system for quality Documents* that shall make it possible to easily trace all SSC and Services* back to the procurement of their corresponding raw materials.

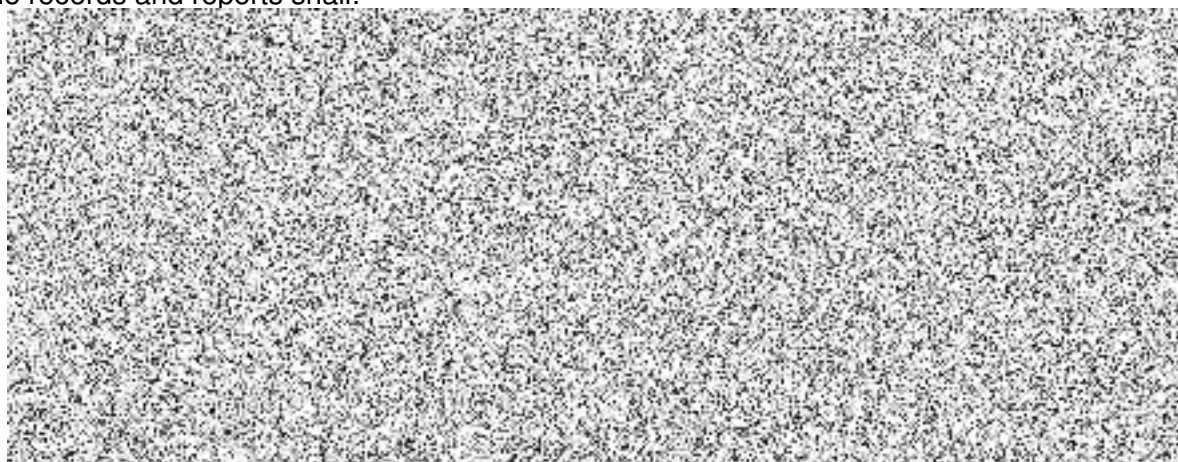
B

The Supplier* shall establish procedures for records and reports control as part of its PQM. The procedures shall contain, but not limited to the identification, description, format, review and approval for each type of record and report.

The Supplier* shall prepare, review, approve, release and store records and reports in compliance with a written procedure. The Supplier* shall be capable of demonstrating to the Owner* current status of any records or reports at any time.

BA

The records and reports shall:



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C

The Supplier* shall elaborate the records and reports without undue delay after execution of the respective part of the Works* and provide the records and reports to the Owner* for information.

CA

The Supplier* shall prepare and provide the Owner* with the reports of performed Inspections* and tests in accordance with Terms and Conditions*, Article 6.2.10.

CB

The Supplier* shall prepare and provide the Owner* with any quality records and reports that shall be presented to the respective Authorities* in order to obtain the Licenses* and the Permits*. Such records and reports shall be prepared in compliance with Rules*.

D

In the records and reports the Supplier* shall correctly identify any nonconformity or other problem and shall propose corrective actions and preventive actions in accordance with respective procedure.

E

The Supplier* shall provide the Owner* with the accompanying technical documentation (see Project Management Document*, Attachment 3, Section 1.3.9) in accordance with the procedure for preparation of accompanying technical documentation.

EA

The procedures shall include the preparation of the accompanying technical documentation for all different stages of the Project*.

The procedure shall contain groups of SSC and Services* and shall specify scope of records, reports and other Documents* provided for each group.

The procedure shall be elaborated in accordance with the requirements of Czech legislation in force and shall include all SSC (including safety-related and dedicated SSC).

3.6 NONCONFORMITY CONTROL

A

The Supplier* shall be responsible for and shall rectify each nonconformity (any nonfulfilment of the Project's requirements) in the processes, activities, SSC and any other parts of Works* of the Project* with respect to their specified requirements occurring during the Project's* Works* whether in its own scope of supply or in that of its Subcontractors*.

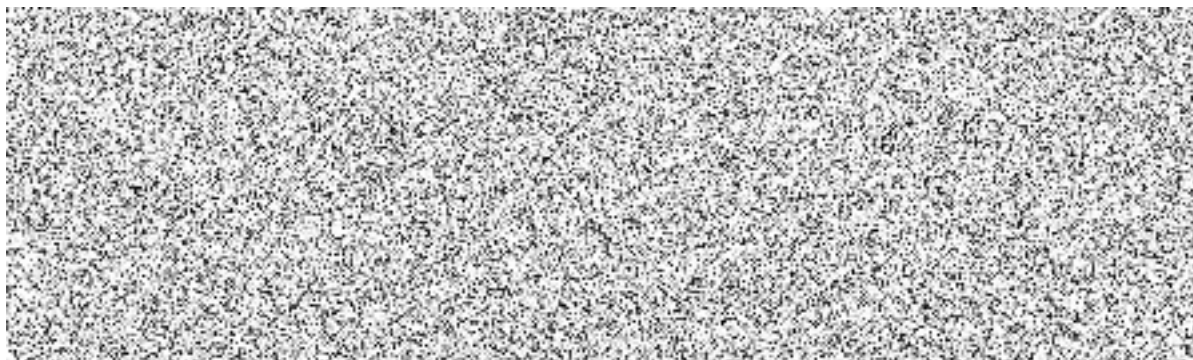
B

The Supplier* shall properly control each nonconformity in accordance with the procedure for nonconformity control to prevent unintended use or delivery of nonconforming SSC and Services*. The Supplier* shall establish a procedure for nonconformity control as part of its PQM.

The procedure shall contain the description of following requirements, but not limited to:



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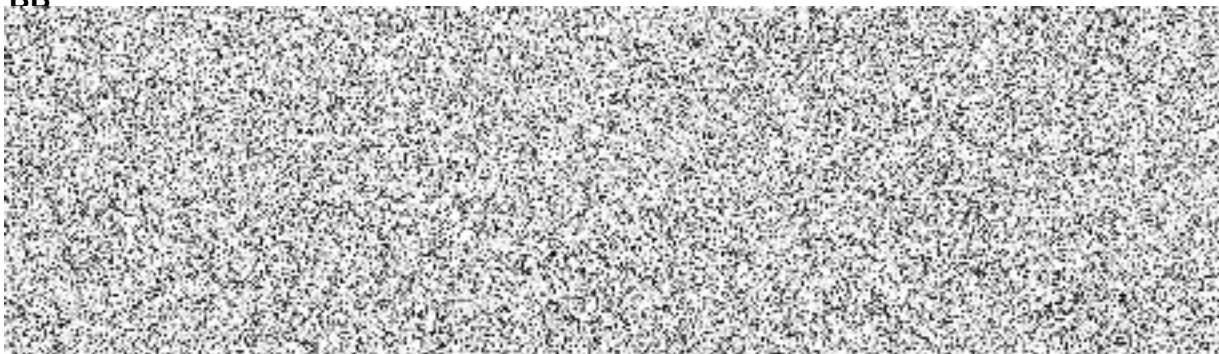
BA

The Supplier* shall detect any nonconformity in its processes, activities, SSC and any other parts of Works* to prevent its unintended use or delivery.

The Supplier* shall use sufficient identification of detected nonconformity.

The Supplier* shall classify each nonconformity according to its significance (Graded Approach* shall be applied). The Supplier* shall take the quality level of the affected SSC and Services* into account and the importance of the detected nonconformity for the accomplishment of its intended use (especially its impact on safety, availability and protection of investment).

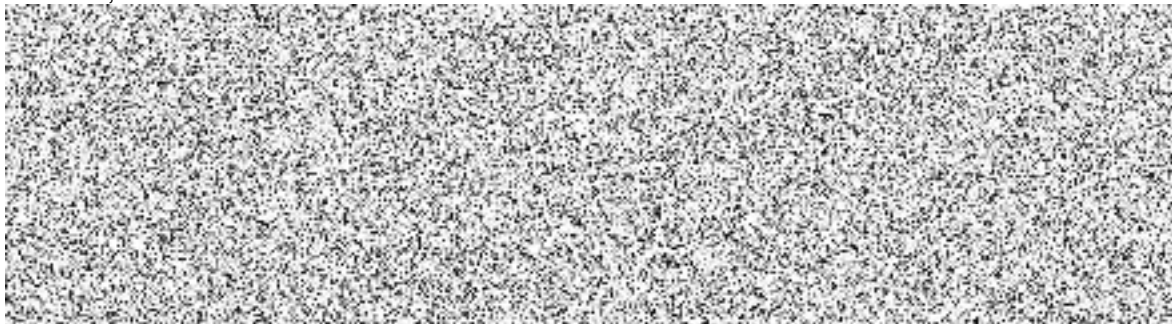
BB



BC

The Supplier* shall solve, control, document and record any nonconformity detected by the Owner*, by the Supplier* itself, by its Subcontractors* or by the Authorities*.

The Supplier* shall establish the nonconformity report that shall contain the following information, but not limited to:



The Supplier* shall submit to the Owner* the updated nonconformity summary report every month as a part of Project* progress report to demonstrate the actual status of all nonconformity.

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The Owner* shall be entitled to have access to all reports, records and other necessary documentation (especially design and procurement documentation) for evaluation of nonconformity.

BD

The Supplier* shall determine and assign the responsibilities and competency requirements for all activities during nonconformity control.

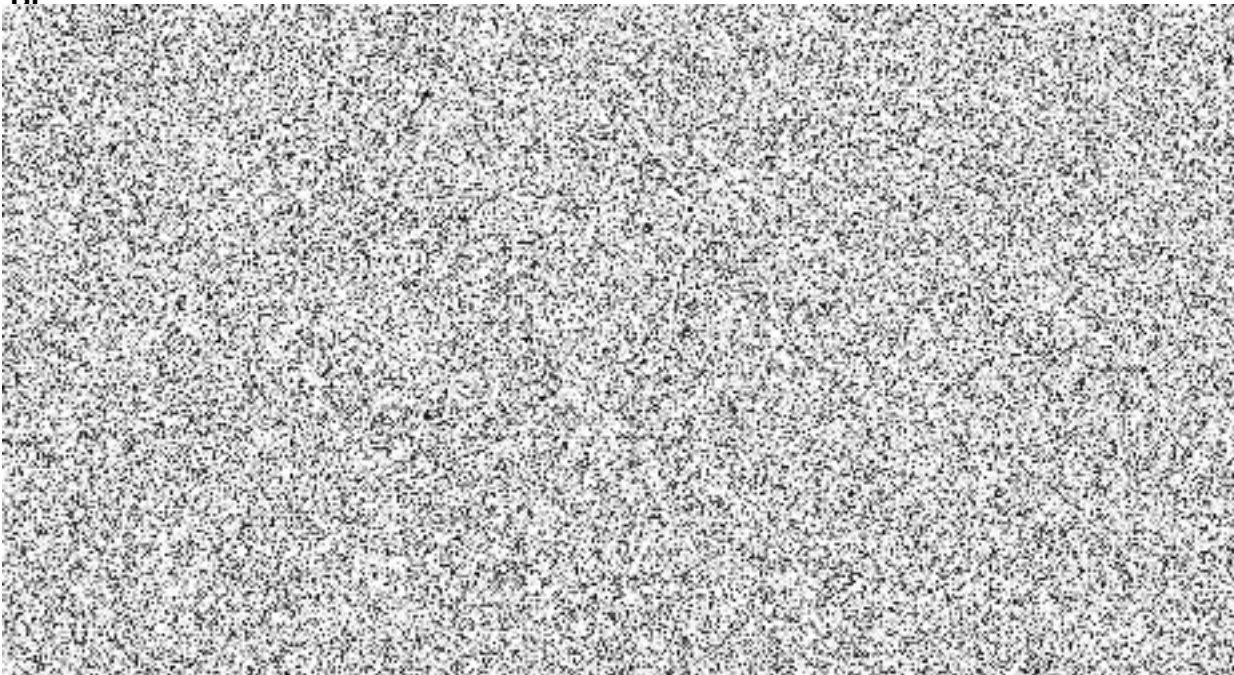
The Supplier* shall select personnel with appropriate knowledge and skills into nonconformity



BE



BF



BG



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The Supplier* shall record a comprehensive description of each corrective action. The Supplier* shall record and actively monitor the status, completion and effectiveness of corrective action.

The Supplier* shall report to the Owner* the status of corrective actions every month to inform that the nonconformities are timely and appropriately solved.

The Supplier* shall update risks and opportunities to eliminate the cause of a potential nonconformity or other potential undesirable situation (i.e. defined preventive actions) in accordance with the Project Management Document*, Section 2.8.

The Supplier* shall control the collection and assessment of learning from experiences (lessons learned) to support effective implementation of corrective actions.

If the corrective actions have any impact to the Licensing and Permitting Documents*, the Supplier* shall evaluate and implement changes into Licensing and Permitting Documents* in accordance with the Licensing and Permitting, Safety and Quality Document*, Section 1.3.5.

If the corrective actions impact the Plant* configuration, the Supplier* shall promptly evaluate and implement change control processes through the Configuration Management* System as defined in the Technical Requirements Document*, Section 2.12.9.

BH

