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|  | APPROVED:  CEO RCSA ENERGY (PTY) LTD  \_\_\_\_\_\_\_\_\_\_ / Ryan Collyer  “\_\_\_” December 2023 |

**Terms of Reference**

**For lease of non-residential office premises**

**For the needs of RCSA ENERGY (PTY) LTD**

Cape Town 2023

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SECTION 1. NAME OF THE SERVICE

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| Services for rent of non-residential office premises for placement of employees of RCSA ENERGY (PTY) LTD. |

SECTION 2. DESCRIPTION OF SERVICE

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| Subsection 2.1 Composition (list) of services |
| The Lessor shall provide the Lessee with premises for use in accordance with the purposes of the lease - an office for the placement of employees of the Lessee. |
| Subsection 2.2 Description of services |
| Rent office space with a total area of ​​255 sq. meter. to 350 sq. meter. chargeable area.  Provision of 2 car parking spaces, the cost of which is included in the total cost of rent for the premises in the parking lot of the building, in which office space is leased.  The lease out of the premises to the Lessee as follows:  Finished or ready for redecoration (after the previous lease) or shell&core premises. In the case of the shell&core, the Lessor shall have the premises finished in accordance with the requirements and TOR of the Lessee.  II. The Lessor provides the following services:   1. with relation to the building: current and major repairs, finishing works, washing and operation (including foundation, roof, external walls, load-bearing structures of the building); 2. with relation to the elevators: current and major repairs, replacement of equipment if necessary, finishing work, washing and operation of elevators and all elevator mechanisms in the building; 3. with relation to the utility systems, electric networks and electric installations, sanitary zones, ventilation and air-conditioning systems, building facilities and equipment, for which no tenants of the building are responsible for: current and major repairs, replacement of communications if necessary, finishing work, cleaning and exploitation; 4. with relation to ground and/or underground parking lots: current and major repairs, finishing works, cleaning (ground and/or underground); 5. with relation to the common use of the building: current and major repairs, replacement of lighting lamps, finishing works, cleaning, exploitation, lighting, air conditioning, heating and ventilation; 6. with relation to automatic fire alarm and fire extinguishing systems, Fire Fighting Equipment and auxiliary devices and equipment: exploitation, repair, maintenance, replacement if necessary, cleaning and maintenance, including premises leased in accordance with these terms of reference; 7. provision of garbage bins in public places, installation of garbage containers in specially designated areas, timely collection and removal of garbage from the building with the help of a special service; 8. timely cleaning of garbage on the adjacent territory, including pedestrian areas (if any), regular cleaning of the building from the outside, including facades and windows (cleaning of the windows from the outside at least twice a year); 9. organization of round-the-clock dispatch control ensuring timely detection and prompt elimination of accidents and malfunctions, and round-the-clock "hot line" for handling current issues related to the operation of the building; 10. timely cleaning of public places, including care for all types of flooring, as well as periodic chemical cleaning of furniture, curtains, blinds (if necessary); 11. regular sanitary and epidemiological works in the building (disinfestation, pest control etc.) in accordance with the requirements established by specialized authorized bodies, as well as applicable regulatory documents; 12. regular maintenance of lawns and flower beds in the adjacent territory (subject to availability) in the summer; 13. timely minor repairs of furniture and finishing elements of common areas, elements of improvement of the adjacent territory (subject to availability); 14. round-the-clock security and use of the security surveillance system and / or other security devices in the building, as well as in the parking lot (ground and / or underground); 15. provision of law and order in public places in the building, parking lot (ground and / or underground), in the adjacent territory (if available); 16. insurance of buildings and premises; 17. maintenance of the emergency response service and emergency repair of any utility systems in the building; 18. round-the-clock provision of premises with cold and hot water supply and sewerage (in the presence of water supply and sewerage in the leased premises); 19. provision of the building fire safety; 20. maintenance of the established sanitary norms and rules; 21. security of the building by the forces of its own security service or with the involvement of a specialized organization. |
| Subsection 2.3 Scope of the services rendered or share of the services in total procurement |
| Object - premises of class not lower than A from 255 sq. meter to 350 sq. meter chargeable area.  Provision of 2 car parking spaces, the cost of which is included in the total cost of rent for the premises in the parking lot of the building, in which office space is leased.  The layout is office-type or combined with the option to accommodate at least 8 employees.  The layout of the object should contain the following premises:   1. 1 meeting room for 12 people with an area of ​​at least 50 square meter and no more than 60 square feet, without columns in the central part of the room; 2. 1 separate room for server equipment with an area of ​​at least not less than 6 square meter and not more than 10 sq. meter, equipped with a fire resisting door, a system and/or the ability to install a separate air conditioning system; 3. 1 kitchenette of at least 15 sq. meter; 4. 1 storeroom with an area of ​​not less than 10 sq. meter. 5. 3 closed cabinets:   Area of ​​the 1st office is the Head’s room with the visitor reception area (the reception area should be organized close to the main entrance) no less than 50 square meter and not more than 80 square meter.  Two similar cabinets with the area of ​​not less than 20 square meter and not more than 40 square meters each.   1. Open-space area with at least 6 work stations of not less than 56 square meters; 2. Two separate washrooms. Can be arranged out of the premise but on the same floor of the building. |

SECTION 3. REQUIREMENTS TO SERVICES

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| Subsection 3.1 General requirements |
| 3.1.1. Rent of non-residential premises for office use.  3.1.2. Duration of validity of the lease agreement – 36 months.  3.1.3. Escalation of the monthly rent fee – not more than 8% per annum during the agreement term upon expiry of 1 year of rent.  3.1.4. Form of payment – non-cash (bank transfer).  3.1.5. Contract currency – South African Rand.  3.1.6. Payment under the contract is made in (currency) by transferring the rent to the settlement account of the Lessor. The rent is payable monthly on the basis of the invoice issued by the Lessor.  3.1.7. The Lessor on its own and at its own expense takes on the obligation to carry out activities aimed at the state registration of the lease agreement, within a period not later than 3 months from the date of signing the lease and license agreement. The Lessee takes on the obligation to provide from his side the documents required for registration. The Lessee has no right to prevent the state registration of the lease. |
| Subsection 3.2 Requirements to leased premises |
| 3.2.1. Location of office space: within the business areas of De Waterkant, Cape Town CBD, Foreshore, Waterfront; the location of the building should provide free access and parking for vehicles;   1. the presence of a traffic intersection near the office building.   3.2.2. Leased premises should have the status of Commercial premises and be adapted for the purpose of office location of the Customer.  3.2.3. Leased premises should be located in an isolated protected area, on one floor, with a separate entrance (or several entrances) and have a modern fine finish without defects.  3.2.4. The presence of a central reception (reception area) in the lobby of the ground floor is mandatory.  3.2.5. Presence of an attendant parking on the territory adjacent to the building (ground and/or underground), where premises are provided for rent equipped with a video surveillance system with 6 (six) car parking spaces.  3.2.6. The possibility of renting additional parking spaces for a fee.  3.2.7. The leased premises should have serviceable engineering (central) systems (heating, electricity, air conditioning and, if applicable, sewerage, water disposal, water supply) and lighting equipment.  3.2.8. Tenant employees are provided with 24-hour access to the leased premises, to the building and/or to the protected area on which the building is located.  3.2.9. The leased premises should not be located in the basement and basement floors of the building.  3.2.10. The leased premises should not have a common entrance and be located on the same floor as the premises where wholesale and retail trade is carried out, as well as on which public catering establishments (cafe, dining room, restaurants, etc.) are located.  3.2.11. In the building, it is mandatory to have at least two separate bathrooms (with at least two booths in each) on each floor.  3.2.12. The structured cable local data-processing network and telephone network (for telephony, data transmission within the network and the Internet) should be designed with redundancy by the number of connections by 20% (10 users), 2 RJ-45 sockets should be installed for each user workstation.  3.2.13. The meeting rooms must be equipped with at least 4 RJ-45 sockets.  3.2.14. Routing of electrical, telephone and network cables in the corridors should be carried out over the false ceiling, or in specialized cable channels (boxes). In working rooms - the cable is connected to the workstations through channels in the floor (including under the false floor) or in cable ducts (boxes).  3.2.16. Availability of guaranteed power supply in the building (two inputs or a standby generator).  3.2.17. Availability or ability to connect to the LAN (Internet).  3.2.18. The Lessor does not prevent the Lessee from entering into his own communication contracts with any telecommunications operator.  3.2.19. The premises should be equipped with electric lighting in the required quantity and capacity in accordance with the applicable norms in force in South Africa.  3.2.20. The premises and evacuation routes must be equipped with evacuation lighting.  3.2.21. The presence in the building of at least two spare fire exits on each floor.  3.2.22. The presence in the building passenger elevators and cargo-passenger elevators of the leading international brands (if the premises are located above the second floor).  3.2.23. Possibility of delivery of correspondence addressed to the Lessee.  3.2.24. In office premises, floor coverings must be applied that meet the requirements of fire safety and allow for wet cleaning.  3.2.25. The presence in the building (in the adjoining territory) of the place of public catering (cafe, dining room, restaurant).  3.2.28. Round-the-clock security along the perimeter of the building or fenced area with a pass control through the checkpoint with physical control of access to the building and/or territory. The presence of a video surveillance system in public places.  3.2.29. The permissible share of the auxiliary area in the total area of ​​the building (area loss factor) should not exceed 30%.  3.2.30. Premises at the time of transfer to the Lessee must comply with all fire safety requirements, and also equipped with appropriate fire alarm systems, firefighting and alarm systems. The Expertise on compliance with fire safety requirements is carried out by the Lessee at his own expense by attracting a specialized organization that has the necessary licenses, certificates and other permissive documents. Verification is carried out after the conclusion of the contract, prior to the transfer of premises. In case of detection of deviations from fire safety requirements, the Lessor must, within the time agreed with the Lessee, prior to the transfer of the premises, by their own forces and at their own expense, to eliminate all the revealed violations and compensate the Lessee for the costs of conducting an examination for compliance with fire safety requirements. If the violations are not revealed, the Lessor will not compensate the expenses to the Lessee.  3.2.31. The leased premises should be prepared for transfer to the Lessee no later than 31 March 2024.  3.2.32. Modern interior decoration. The walls of the leased premises shall be white colors. The leased premises shall not require additional costs for repairs. Windows - fiberglass (minimum with double glazing). In the premises (except for technological) there should be no visible elements of the building structure, engineering systems and equipment: open metal structures, open air ducts, beams, pipes for heating and etc.  3.2.33. The rent fee includes:   * - all necessary payments (taxes and fees) related to land, to property being in the leased premises and payable in accordance with the requirements of South African law; * - Value Added Tax 15%; * - payment of operating costs (including, but not limited to, supply and exhaust ventilation, fan coil units, fire sprinkler systems, fire detectors, heating systems, sewage systems both in leased premises and public premises, 24-hour security of the building, cleaning of common areas, garbage removal from public places, maintenance/attendance of the building's engineering systems (including lift equipment) in working order; * - payment for entry, departure and accommodation in the parking area (ground and/or underground) of the Lessor of the motor vehicle of the Lessee (six vehicles) (the number of parking spaces provided by the Lessor to the Lessee is at least 6); * Utilities (heating, water supply (hot and cold) and sewerage, electricity consumed in common areas, and electricity in the leased premises. * Electricity consumed in the leased premises and air-conditioning system operating in the building can be charged by issuance of separate invoices according to the actual consumption.   3.2.35. The rent fee does not include:   * telecommunication services (communication, Internet); * expenses for additional protection of the leased premises, video surveillance, cleaning of the leased premises, maintenance of the systems installed by the Lessee in the leased premises, which the Lessee bears independently. |
| Subsection 3.3 Requirements to guarantee of services |
| 3.3.1. The premises must remain operational throughout the lease period.  3.3.2. The Lessor guarantees that the premises transferred for lease are not pledged, are not arrested, are not burdened with rights and are not subject to property disputes, as well as the opportunity to use the address as the address of the location of the legal entity and subletting the transferred premises with their written consent.  3.3.3. The Lessor guarantees the legal compliance of the transaction.  3.3.4. The Lessor guarantees that at the time of concluding the lease, all premises specified in it will be free and ready for transfer to the Lessee.  3.3.5. Internal use of the premises is carried out by the Lessee in accordance with the certificate of delineation of operational responsibilities. |
| Subsection 3.4 Requirements to confidentiality |
| 3.4.1. The details, information and data transferred (disclosed) to the Lessor within the framework of the agreement are the confidential information. The Lessor shall guarantee non-disclosure of the confidential information to any third parties except for the cases when the release is allowed by the Lessee’s prior written consent or when it is necessary in connection with a statutory provision.  3.4.2. However, the Lessor hereby is duly notified that the information on this contract conclusion is not confidential and will be published at the official Rosatom website dedicated to the industry procurements <https://www.zakupki.rosatom.ru/>. |
| Subsection 3.5 Requirements to the security of service provision and the safety of the result of the services rendered |
| In the event of accidents resulting in deterioration of the leased premises, the Lessor must provide the necessary assistance in eliminating their consequences if the accident occurred not through the fault of the Lessee. The Lessor must ensure compliance with the norms and rules of the legislation in the field of labor protection and fire safety, employees involved in the provision of services. The premises shall be equipped with automatic fire alarm system, water sprinkler fire-extinguishing system (or the necessary number of firehose cabinets) and a system for alerting people about a fire, as well as evacuation lighting. |
| Subsection 3.6 Requirements to training of the Customer’s personnel |
| Not required. |
| Subsection 3.7 Requirements for the composition of the participant's technical proposal |
| According to the procurement documentation. |
| Subsection 3.8 Special requirements |
| The transferred premises must be legally owned by the Lessor, which is confirmed by a notarized copy of the relevant document. |

SECTION 4. RESULTS OF THE SERVICES RENDERED

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| Subsection 4.1 Description of the final result of services provided |
| The Lessor takes on the obligation to lease the office premises in accordance with the terms of this Terms of Reference and to provide conditions for the performance of the contract. Premises are provided for rent for a period of 36 months from the date of signing the acceptance certificate. |
| Subsection 4.2 Requirements to acceptance of services |
| The Lessor guarantees to provide the premises specified in the lease agreement that meet the requirements of labor protection, as well as sanitary and fire regulations and rules and transfer the premises to the Lessee under the certificate of transfer with all necessary accessories and documentation within the agreed period. When the premises are transferred, both parties examine its quantitative and qualitative characteristics, and confirm its compliance with the agreement and technical documentation in the certificate of transfer.  From the date of signing by the parties of the certificate of transfer of the premises, the Lessee has an obligation to pay the rent, which terminates from the date of return of the premises, formalized by the relevant certificate of returns transfer. |
| Subsection 4.3 Requirements for transferring technical and other documents to the Customer (registration of the results of rendered services) |
| 4.3.1. The Lessor, simultaneously with the transfer of the premises, transfers to the Lessee:   * scheme of premises (explication).   4.3.2. The Lessor takes on the obligation, within the first two working days of each month of the lease following the reporting month, send to the Lessee by e-mail scanned images the invoice signed on its part. The original documents must be submitted within 5 working days from the end of the last working day of the current month of rent.  4.3.3. The Lessor takes on the obligation to sign the reconciliation statement within 5 (five) working days from the date of receipt from the Lessee and return 1 (one) copy to the Lessee, or, in the event of disagreement, forward to the tenant a signed protocol of disagreements. |

SECTION 5. REQUIREMENTS TO TECHNICAL TRAINING OF THE CUSTOMER’S PERSONNEL

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| Not required. |

SECTION 6. LIST OF ACCEPTED ABBREVIATIONS

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| Not required. |

SECTION 7. LIST OF ANNEXES

Not required.

**Principal terms and conditions of the Leave and license agreement**

Price structure:

The prices in the commercial offer should include:

- all necessary payments (taxes and fees) to land, to property related to the lease object and subject to payment in accordance with the requirements of South African law;

- (Value Added Tax) 15%;

- Maintenance charges - operating costs including, but not limited to, supply and exhaust ventilation, fan coil units, fire sprinkler systems, fire detectors, sewage systems both in leased premises and public premises, 24-hour security of the building, cleaning of common areas, garbage removal from public places, maintenance/attendance of the building's engineering systems (including elevator equipment) in proper working condition;

- payment for entry, departure and accommodation in the parking area (ground and/or underground) of the Lessor of the motor vehicle of the Lessee (2 vehicles) (the number of parking spaces provided by the Lessor to the Lessee is 2);

- utilities (water supply and sewerage, electricity consumed in common areas, and electricity in the leased premises.

Electricity consumed in the leased premises and air-conditioning system operating in the building can be charged by issuance of separate invoices according to the actual consumption.

All payments under the contract are made in (currency).

Term of rendering services:

From the date of provision of services within 36 months.

Payment order:

Payment is made by monthly payments in the amount of rent for one month. The 3 months advance is possible.

Indexing:

Escalation of the monthly rent fee – not more than 8% per annum on the agreement term upon expiry of 1 year of rent.