Approved by

RCSA ENERGY (PTY) LTD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R. Collyer, CEO

\_\_\_\_\_\_\_\_\_\_\_ 2024

Terms of reference

Kind of services: Services on Travelling Support

Cape Town

2024

**ТERMS OF REFERENCE**

CONTENTS

SECTION 1. SERVICE

SECTION 2. SERVICE DETAILS

Subsection 2.1 Scope of service

Subsection 2.2 Service part or share in the total procurement amount

SECTION 3. SERVICE REQUIREMENTS

Subsection 3.1 General

Subsection 3.2 Quality

Subsection 3.3 Warranty

Subsection 3.4 Confidentiality

Subsection 3.5 Requirements for security of provision of services and security of service deliverables

Subsection 3.6 Special requirements

Subsection 3.7. Requirements for the period of services provision

SECTION 4. SERVICE RESULT

Subsection 4.1 Final result

Subsection 4.2 Service acceptance

Subsection 4.3 Requirements to transferring engineering and other documents (presentation of the results of the services rendered) to the Customer

SECTION 5. APPENDIXES

SECTION 1. SERVICE

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| Services on Travelling Support for RCSA ENERGY (PTY) LTD (hereinafter – the Company) |

SECTION 2. SERVICE DETAILS

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| Subsection 2.1 Scope of service |
| 2.1.1. Issuing and delivery of air tickets for trips in and outside South Africa.  The service includes:  2.1.1.1. providing information on:  - flight schedules,  - the availability of air tickets, taking into account the pricing of various booking systems, direct sales of airlines,  - various options for the required destination with the possibility to apply filters on the basis of various parameters such as: the shortest route in respect of time, the minimum price, the time of departure / arrival at the destination, the availability of seats,  - the rates on baggage allowance,  - baggage transportation rules,  - conditions for applying tariffs,  - requirements, conditions and restrictions imposed by carriers,  - passengers transportation rules,  - necessary travel documents including requested visas on the rout,  - the provision of discounts, special preferential tariffs on air transportation,  - other information related to transportation and booking, registration, sale of air tickets;  2.1.1.2. booking, purchasing, issuing and exchange of air tickets, registration of seats for domestic and international flights in and outside South Africa selected by the Company, purchasing of air tickets at the lowest price of the airline valid at the time of purchasing for the tariff and class chosen by the Company;  2.1.1.3. refund / exchange of air tickets (by the Company’s request);  2.1.1.4. sending of electronic tickets to the Company’s contact person by e-mail;  2.1.1.5. informing about the time limit for making decision on the tickets booked preliminarily;  2.1.1.6. in case of emergency, cancellation of a flight or delay and change of a departure place, the Service Provider is obliged to immediately inform the Company’s contact person by email and telephone about the relevant changes and propose the optimal alternative route.  2.1.2. Issuing and delivery of tickets for railway routes for trips in and outside South Africa.  The service includes:  2.1.2.1. providing information on:  - train schedules,  - the availability of railway tickets, taking into account the pricing of various booking systems, direct sales of the carriers,  - various options for the required destination with the possibility to apply filters on the basis of various parameters such as: the shortest route in respect of time, the minimum price, the time of departure / arrival at the destination, the availability of seats,  - the rates on baggage allowance,  - baggage transportation rules,  - conditions for applying tariffs,  - requirements, conditions and restrictions imposed by carriers,  - passengers transportation rules,  - necessary travel documents including requested visas on the rout,  - the provision of discounts, special preferential tariffs on railway transportation,  - other information related to transportation and booking, registration, sale of railway tickets;  2.1.2.2. booking, purchasing, issuing and exchange of railway tickets, registration of seats for the routs in and outside South Africa selected by the Company, purchasing of air tickets at the lowest price of the carrier valid at the time of purchasing for the tariff and class chosen by the Company;  2.1.2.3. refund / exchange of train tickets (by the Company’s request);  2.1.2.4. sending of electronic tickets to the Company’s contact person by e-mail;  2.1.1.5. informing about the time limit for making decision on the tickets booked preliminarily;  2.1.2.6. in case of emergency, cancellation of the train, or the delay and change departure place, the Service Provider is obliged to immediately inform the Company’s contact person by email and telephone about the relevant changes and propose the optimal alternative route.  2.1.3. Organization of accommodation in hotels in and outside South Africa.  The service includes:  - providing information on the availability and cost of rooms in hotels, including the cost of services for early check-in and late check-out, the offer should contain information on tariffs with penalty and tariffs without a penalty, indicating the time limit for free cancellation and the amount of penalties;  - providing information on the availability of alternative accommodation options (at least three options in accordance with the requirements specified by the Company in the booking request);  - booking of hotel rooms in South Africa and abroad;  - booking of hotel rooms at the DAY USE rate if the hotel has this type of rate if it is necessary to accommodate the Company’s representatives for several hours or on non-standard terms;  - reservation of rooms in hotels and rented premises, where cashless payment under the contract is not possible, but only payment for services by card or cash;  - cancellation or change of booking of accommodation in hotels in accordance with the rules on booking change and cancellation established by the relevant provider of the service;  - in case of emergency, cancellation or change of accommodation booking by the relevant provider, the Service Provider is obliged to immediately inform the Company’s contact person about the respective changes and offer the best alternative accommodation option.  2.1.4. Organization of hotel accommodation in and outside South Africa on the special rates and discounts provided by hotels to organizations of Rosatom group, including the conclusion of bilateral and tripartite agreements between the Service Provider, the Company and service providers (hotel, hotel chain) regarding the organization of hotel accommodation in and outside South Africa on special tariffs and discounts granted to the Company. The Service Provider shall, within a period of not more than 5 (five) calendar days from the date when tariff conditions are disclosed by the Company, conclude an agreement on corporate tariffs and organize the accommodation of Company's representatives in the required hotel.  2.1.5. Organization of transfer: airport or railway station - hotel (and in the opposite direction), as well as the organization of the provision of road transport services in and outside South Africa (from one city to another, taxi/transport services once travelling within one city).  2.1.6. Assistance in obtaining and applying for visas for the Company’s representatives.  These services include: preparing a complete set of documents for issuing visas (with the exception of photographs of the Company’s employees and financial confirmation), arranging of room booking and booking travelling documents for submission to consulates (or other competent authorities, institutions or organizations authorized to issue relevant visas and other migration documents), as well as courier services for the delivery and submission of a set of documents to consular offices where the personal presence of a Company’s representative is not required.  2.1.7. Assistance in purchasing and issuance of health insurance policies for the Company’s representatives travelling abroad. |
| Subsection 2.2 Service part or share in the total procurement volume |
| 2.1.1. Air tickets for flights in South Africa - 8%  2.1.2. Air tickets for flights outside South Africa within Africa – 10%  2.1.3. Air tickets for flights outside South Africa - 27%  2.1.4. Railway tickets for travel in South Africa - 0.5%.  2.1.5. Railway tickets for travel outside South Africa - 0.5%  2.1.6. Booking of hotels in South Africa - 15%.  2.1.7. Booking of hotels outside South Africa - 20%  2.1.8. Organization of transfer (taxi) - 15%  2.1.9. Support in visa application Worldwide, Passport in South Africa - 0.5%  2.1.10. Support in visa application Worldwide, Passport outside South Africa - 0.5%  2.1.11. Support in issuance of health insurance policies for travelling abroad – 0.5%  2.1.12. Change (re-issue) air tickets for flights inside South Africa – 0.5%  2.1.13. Cancellation (refund) air tickets for flights inside South Africa – 0.5%  2.1.14. Change (re-issue) air tickets for flights outside South Africa – 1%  2.1.15. Cancellation (refund) air tickets for flights outside South Africa – 0.5% |

SECTION 3. SERVICE REQUIREMENTS

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| Subsection 3.1 General requirements |
| 3.1.1. Provision of information (by phone, e-mail) on availability and cost of air and railway tickets, hotel accommodation, necessary travel documents (including visas) along routes requested by the Company, availability and cost of transfer, giving information about the time limit for purchasing of tickets booked preliminarily. The information of availability and necessary travel documents shall be given within 30 minutes after receiving the request, when it was sent by the Company in electronic form from 10.00 a.m. to 7.00 p.m. on business days, and not more than 1 hour after receiving the request, when it was sent by the Company in electronic form from 7.00 p.m. to 10.00 a.m., and on Saturday, Sunday and public holidays.  3.1.2. Confirmation via email of air and railway tickets (domestic, international), hotel accommodation, transfer/taxi/car for rent booking within 1 hour of the request receipt sent in electronic form from 10.00 a.m. to 7.00 p.m. on business days, and no more than 2 hours from the moment of request receipt sent electronically from 7.00 p.m. to 10.00 a.m. and on Saturday, Sunday and public holidays.  3.1.3. All data that the Service Provider needs for booking, including flight details (including flight class) and accommodation (accommodation requirements) will be specified by the Company by email.  3.1.4. 24/7 helpline service for emergency.  3.1.5. Preliminary (prior to the booking and purchasing) confirmation with an authorized representative of the Company via e-mail of details, including but not limited to:  a) Air flights (departure date, flight number, name and surname of a passenger);  b) Transfers/taxi/transport services (Place and time of pick up and drop off, type of a vehicle);  c) Hotel accommodation - hotel name, dates of stay, name and surname of a traveler, clarification of specific requirements in accordance with Company’s request);  d) Health insurance for traveling abroad (coverage package, country coverage, traveler’s details, insurance period).  3.1.6. Compliance with the minimum fare rule: The Service Provider is obliged to provide information on the minimum non-refundable and minimum refundable tariffs for air and railway tickets, the minimum cost of hotel accommodation and other services in accordance with these Terms of Reference. In case the Company has found on official Internet sites of air/railway carriers and hotels and provided the relevant confirmation of a rate lower than that offered by the Service Provider (with the exception of special rates intended for booking only through the web site of the hotel and air carrier (“web rate”), rates for regular customers of the hotel / hotel chain loyalty program and air carrier / air carrier alliance, as well as non-refundable tariffs requiring instant payment at the time of booking on a web site), the Service Provider is obliged to book tickets/accommodation at a minimum rate, subject to prior agreement with the Company on payment terms and cancellation of services at this rate.  3.1.7. The Service Provider shall provide the services in ticketing for the Company based on the principle of economical reasonableness of selection. To confirm selection of the most economically reasonable fare at the time of booking of air tickets the Service Provider shall make a preliminary analysis of offers and rates of several airlines (not less than 3 sources of information) and price analysis. A set of documents shall be provided with by the Service Provider on request.  3.1.8. The Service Provider shall provide services for booking hotels for the Company based on the principle of economical reasonableness of selection. To confirm selection of the most economically reasonable fare at the time of booking the Service Provider makes a preliminary analysis of offers and rates of several hotels in respect of comparable class within limits provided by the Company (not less than 3 sources of information) and price analysis. A set of documents shall be provided by the Service Provider on request.  3.1.9. Arrangement of accommodation in hotels in and outside South Africa, in the Russian Federation with the use of special rates and discounts provided by hotels to the organizations of the State Atomic Energy Corporation ROSATOM.  3.1.10. Providing of urgent refund and/or change of travel document on request without penalties and service charges of the Service Provider.  3.1.11. Providing of immediate cancellation of hotel booking on request without penalties and service charges by the Service Provider.  3.1.12. Providing of a personal manager (for all matters - contractual, financial, accounting, quality of service, etc.)  3.1.13. In case of preliminary booking of services, the Service Provider must notify the Company about the upcoming deadline for the purchasing of services (tickets/accommodation) by sending a notification to the email address of the contact person requested the booking.  3.1.14. In case of emergency, cancellation of the flight, or change of time and place of departure by a carrier/hotel, the Service Provider is obliged to immediately inform the Company about the relevant changes and offer the optimal alternative route for travel and hotel accommodation.  3.1.15. Providing of oral and / or written consultations including the preparation of references on all issues related to the Services rendering under the contract including on the most economical routes to reach the destination with the provision of optimal options for choice.  3.1.16. Express delivery of documents required for timely provision of services and accountability.  3.1.17. Specification in financial and accounting documents (invoices, certificates, waybills) class of air and railway tickets, taxes, fees, commissions, as well as amounts of remuneration of the Service Provider (brokerage) under the terms of the contract and South African law.  3.1.18. The Service Provider shall send electronic tickets by e-mail to the contact address of the Company’s representative. |
| Subsection 3.2 Quality |
| 3.2.1. The services shall be provided in time and with proper quality in accordance with the technical specifications and contract. |
| Subsection 3.3 Warranty |
| 3.3.1. The Service Provider shall be responsible for the validity of travel documents, accommodation vouchers and insurance policies abroad. |
| Subsection 3.4 Confidentiality |
| 3.4.1. Any service-related material, information and document as well as all personal data is confidential and shall not be disclosed to third parties without preliminary written consent unless the disclosure is required to obtain such official permits or documents as may be necessary for the service or payment of taxes and other regulatory charges and in any other cases according to the applicable law. |
| Subsection 3.5 Requirements for security of provision of services and security of service deliverables |
| Accordance with the applicable Law |
| Subsection 3.6 Special requirements |
| Not applicable. |
| Subsection 3.7. Requirements for the period of services provision |
| Period of the services provision: 36 months from the date of conclusion of the Agreement |

SECTION 4. SERVICE RESULT

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| Subsection 4.1 Description of the final result of the services rendered |
| 4.1.1 Booked and delivered to the Company air and/or railway ticket  Under Company’s request the booked and delivered to the Company air and/or railway ticket shall be accompanied (under request) with documentation proving the economical reasonableness of the selected carrier and tariff (according to the format of documents provided by the Company and only under Company’s request).  4.1.2 Booked and delivered to the Company hotel voucher.  Under Company’s request the booked and delivered to the Company hotel voucher shall be accompanied with the documentation proving the economical reasonableness of tariff and evidence that price does not exceed the threshold of 90% of hotel current cost, specified on a hotel's official website, if any (according to the format of documents provided by the Company).  4.1.3 Booked and delivered to the Company voucher for airport and/or railway pick up/drop off, confirmation for taxi/transport services other than transfers.  4.1.4 Issued and delivered to the Company visa.  4.1.5. Provided insurance policy for travelling abroad and contacts of 24/7 insurance operator. |
| Subsection 4.2 Services acceptance requirements |
| 4.2.1. Delivery of hard copies should be carried out by the Service Provider on business days from 10.00 a.m. to 7.00 p.m.  4.2.2. Electronic air and railway tickets, hotel vouchers and vouchers for transfers shall be available to the Company by e-mail before trip starts (but not less than 24 hours before departure).  4.2.3. The Service Provider shall in the normal course submit their Bills / Invoices, the register of the invoices of the expenses incurred for rendering aforesaid services to the Company alongwith as their Service Charges and Taxes as may be applicable by the tenth working day of each calendar month by way of Original Document to the Company in their office during the working hours from 10.00 a.m. to 7.00 p.m.  4.2.4. The Company shall clear the said dues and reimburse, make good the said payments to the Service Provider within further five working days after the receipt of the aforesaid Bills / Invoices from the Service Provider.  4.2.5. The Company shall transfer the funds to the Service Provider in their Bank account as per the details as may be provided by them from time to time, in accordance to the Taxation rules and guidelines.  4.2.6. In the event of any query or doubt by the Company regarding the Invoices or part thereof as raised by the Service Provider, or any clarification regarding any charges levied by the Service Provider, then the Service Provider shall be bound to explain and clear the doubts to the Company within a reasonable time. In the event of any longer delay on the part of the Service Provider in satisfying the query or doubts of the Company, then the Company shall be entitled to withhold that part of the payment of the Invoice regarding which the query has been raised, till the satisfaction of the concerned issue. |
| Subsection 4.3 Requirements to transferring engineering and other documents (presentation of the results of the services rendered) to the Customer |
| Established in accordance with subsection 4.2 of this Terms of Reference. |

SECTION 5. LIST OF APPENDICES

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| No | Appendix | Page No |
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