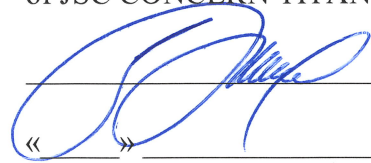


APPROVED

Director of the Branch

of JSC CONCERN TITAN-2 in Cairo

 / K. Avvakumov/  
« » \_\_\_\_\_ 2023

## TERMS OF REFERENCE

For the provision of services for the lease of reinforcement steel bending machine  
at the El-Dabaa NPP construction site

Cairo  
2023

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## SECTION 1. RENTAL SUBJECT NAME

The rental provision of the machine for reinforcement steel bending at the construction site of the El-Dabaa NPP (hereinafter "Equipment").

## SECTION 2. RENTAL DESCRIPTION

<i>Subsection 2.1. Rental scope (list)</i>
<p>The scope (stages) of rental provision of the Equipment:</p> <ol style="list-style-type: none"><li>1. Equipment transfer for rental to the facility of the Lessee under the equipment transfer and acceptance certificate".</li><li>2. Unloading and installation of Equipment and its tooling at the Lessee's facility</li><li>3. The Equipment connection to the power supply networks</li><li>4. Equipment provision for rental at the construction site the El-Dabaa NPP;</li><li>5. Equipment maintenance performance.</li><li>6. Repair of the Equipment (if necessary).</li><li>7. Rendering services for replacement (substitution) of the Equipment over the period of repair works, technical maintenance during the Equipment rental period.</li></ol>
<i>Subsection 2.2. Rental description</i>
<ol style="list-style-type: none"><li>1. The Lessor supplies the Lessee with the Equipment in accordance with the list indicated in Appendix No. 1 to the present Terms of Reference.</li><li>2. The Lessor at its own expense delivers, unloads, installs the rental Equipment and connects it to the power supply networks at the Lessee's facility.</li><li>3. At the Lessee's request the Lessor carries out the maintenance of the rental Equipment within the timeframe indicated in the Lessee's request. The terms of maintenance shall be agreed with the Lessor before the commencement of this type of works.</li><li>4. At the request of the Lessee the Lessor replaces (substitutes) the rental Equipment within the timeframe indicated in the Lessee's request if the Lessee requires these actions in the requests for repair or maintenance.</li><li>5. At the end of the Equipment rental, the Lessor at its own expense dismantles, loads and removes the rental Equipment from the Lessee's territory in accordance with the list of the Appendix No. 1 to the present Terms of Reference. The Equipment shall be returned by the Parties in accordance with the Equipment return certificate.</li></ol>
<i>Subsection 2.3. The amount of rental equipment, equipment maintenance procedure</i>
<ol style="list-style-type: none"><li>1. The amount of rental Equipment is indicated in the Appendix No. 1 to the present Terms of Reference.</li><li>2. Equipment maintenance and repair shall be carried out in accordance with the Lessee's requests for the full period of the Contract validity.</li><li>3. Equipment replacement (substitution) for the period of its repair or maintenance is carried out in accordance with the Lessee's requests for the full period of the Contract validity.</li></ol>
<i>Subsection 2.4. OKPD 2 code</i>
<p><b>77.39.19-</b> Services for the rental and leasing of other machines and unmanned equipment and materiel resources that are not included in other groups</p> <p><b>33.12.22.000</b> – Repair and maintenance services for metalworking equipment and machines</p>

## SECTION 3. RENTAL REQUIREMENTS

<i>Subsection 3.1. General requirements</i>
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<ol style="list-style-type: none"> <li>1. Rental Equipment shall be serviceable, functional with a guaranteed service life in accordance with the manufacturer's requirements indicated in the certificate (equipment operating manual) of the provided Equipment.</li> <li>2. The Equipment should not have external mechanical damages.</li> <li>3. The Equipment shall be transferred for rental in the scope and amount indicated in Appendix No. 1 to the present Terms of Reference.</li> <li>4. The Lessor shall be entitled to provide at a rental basis the analogue equipment which by its characteristics corresponds with the one indicated in Appendix No. 1 to the present Terms of Reference.</li> <li>5. The Lessor shall deliver, unload, install, and connect the Equipment at its own expense.</li> <li>6. The Lessee provides the Lessor with the connection point to power supply networks located less than 10 (ten) meters from the Equipment installation location.</li> <li>7. The Lessee provides the Lessor with the site (location) where the Equipment shall be installed.</li> <li>8. At the end of the Equipment rental the Lessor at its own expense dismantles the installed Equipment, disconnects the Equipment from the power supply networks, loads the Equipment and removes it from the Lessee's site.</li> </ol>
<i>Subsection 3.2. Rental quality requirements</i>
The Equipment quality shall correspond with and meet the requirements of the legislation of the Arab Republic of Egypt and the legislation of the Russian Federation in terms of regulatory and legal acts specified in the Contract, as well as shall meet the requirements of the present Terms of Reference.
<i>Subsection 3.3. Rental warranty obligations' requirements</i>
<ol style="list-style-type: none"> <li>1. The Equipment warranty maintenance lies within the responsibility of the Lessor as long as the Lessee complies with operating instructions of the Equipment provided by the Lessor.</li> <li>2. Maintenance and repair of the rental Equipment are the obligation of the Lessor in accordance with the terms of the Contract.</li> </ol>
<i>Subsection 3.4. Confidentiality requirements</i>
One shall not disclose or transfer to the third parties the information that can damage the commercial interests and reputation of the Lessee. The Parties shall ensure that all information received in the course of rendering services or by any other means will not be disclosed, and shall consider all information received by any means, documented, visual or verbal, as strictly confidential. The obligations of the Parties arising out of this point about confidentiality shall continue for the period of the Service Contract and for 5 (five) more years.
<i>Subsection 3.5. Rental safety requirements</i>
Equipment rental safety requirements shall correspond with and meet the requirements of the legislation of the Arab Republic of Egypt and the legislation of the Russian Federation in terms of regulatory and legal acts, specified in the Contract.
<i>Subsection 3.6. Special requirements</i>
Not to be set
<i>Subsection 3.7. Rental period requirements</i>
The lease term is for 3 months with the possibility of extension.

Contract validity period: the Contract shall enter into force as of the date of its signing by the Parties and shall be valid for 12 (Twelve) months, or until the moment of exceeding of the maximum total cost specified in the Contract (depending on which of the events occurs first), as for unfulfilled payment obligations - until their full performance by the Parties.

#### SECTION 4. RENTAL RESULT

##### *Subsection 4.1. Rental outcome description*

The rent completion result is the fulfillment of the terms of the concluded Contract and the present Terms of Reference.

##### *Subsection 4.2. Requirements for the services acceptance procedure when using the Equipment*

Certificate of Delivery and Acceptance of Rendered Services for the reporting month in 2 (Two) copies shall be provided by the Lessor to the Lessee together with the cover letter within 3 (Three) working days at the end of the reporting month. The reporting month corresponds with a calendar month (hereinafter the “Reporting period”).

The Lessee within 7 (Seven) working days following the date of the receipt of the documents from the Lessor that are specified in the present Terms of Reference shall sign the Certificate of Delivery and Acceptance of Rendered Services or forward to the Lessor the reasoned refusal to accept the rendered services.

The Lessor is obliged to transfer the following documents set together with the Certificate of Delivery and Acceptance of Rendered Services:

- Invoice for payment for the rendered services – in 1 (one) copy in English and in 1 (one) copy in Russian;

**and/or** – Invoice/electronic tax invoice, executed in accordance with the Decision of the Head of the Egyptian Tax Authority No. 195 dated 2021 in Arabic and in Russian (or the translation into Russian authenticated in accordance with the legislation of the Arab Republic of Egypt) (for the Lessee registered in the Center of middle taxpayers or in the Center of large taxpayers of the Arab Republic of Egypt). Invoice/electronic tax invoice shall be executed in Arabic in accordance with the requirements of article 2, section II, chapter I of the Law of the Arab Republic of Egypt “On the unified tax procedure” No. 206 dated 2020;

**and/or**


– Tax invoice, if there are relevant requirements of the current legislation of the Arab Republic of Egypt – in 1 (one) copy in English and in 1 (one) copy in Russian;

#### SECTION 5. REQUIREMENTS FOR TECHNICAL TRAINING OF THE LESSEE’S PERSONNEL

The Lessor’s personnel implementing repair works and maintenance shall have relevant qualification and documents confirming the right to implement the above mentioned works by the Lessor’s personnel.

## SECTION 6. LIST OF ADDENDUMS

No.	Title of the Addendum	Amount of sheets
1	Addendum 1 «List of machines, equipment and accessories offered for lease»	2

The Terms of Reference was developed by: /  / D. Fursov /

The Terms of Reference was approved by: /  / M. Rura /

The Terms of Reference was approved by: /  / D. Sedogin /

### Delivery note for the machines, equipment and accessories

No.	DDD KKS code (drawing, specification, list of documents, civil solutions)	Item according to the DDB/without SD a page number is stated	Name, technical characteristic, contents	Type, brand, model, GOST, TU, safety class, fire resistance rating etc.	Measurement	Amount	Unit weight, kg	Total weight	Required delivery date	The need for urgent delivery (yes/no)	Substitute (yes/no)	KKS code of the cost estimate (if any)	Cost item	Note	
1	1602 - Auxiliary equipment and mechanisms for El-Dabaa		Reinforcement bending machine Icaro P-55 of Icaro company	Icaro P-55 of Icaro company	pcs	2	770	1540		yes	yes				
			Engine 3800 <sup>+</sup> , kW												4
			Rod diameter A-5000 <sup>+</sup> max, mm:												42
			Rod diameter A-III (A400) max, mm:												46
			Rod diameter A-I (A240), A-II (A300) max, mm:												55
			Rate of rotation, rounds/min												5
2	1602 - Auxiliary equipment and mechanisms for El-Dabaa		Roller table for reinforcement feeding (feeding and discharge)		pcs	4			yes	yes					
			Table length, mm											12000	
			Table width, mm											500...1000	
3	1602 - Auxiliary equipment and mechanisms for El-Dabaa		A set of mandrels, pins and rollers												
			Support stopper with a bolt to adjust the support												
			Center pin 1-30 mm												
			Center pin 1-40 mm												
			Center pin 1-44 mm												
			Center pin 1-50 mm												
			Return roller 1-73 mm												
			Return roller 1-83 mm												
			Return roller 1-93 mm												
			Return roller 1-116 mm												