Terms of Reference

for provision of driver accompanied car rental service for

Rosatom East Asia (Beijing) Consulting Co., Ltd

Beijing, 2021

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# SERVICE

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| Provision of a commercial vehicle (Toyota Camry or equivalent) with driver services (Hereinafter referred to as Services) for Rosatom East Asia (Beijing) Consulting Co. Ltd (Hereinafter referred to as the Customer). |

# DESCRIPTION

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| **2.1 Scope** Provide one (1) motor vehicle (Toyota Camry commercial vehicle or equivalent, hereinafter referred to as the car) with driver service for the customer. |
| **2.2 Service Description** |
| 2.2.1 The service of providing a car with a driver for the customer under the following conditions:  -The Contractor shall provide the Customer with the documents proving the handover of the motor vehicle within two (2) calendar days from the date of signing the contract.  -In accordance with the provisions of item 2.2.2 of the Terms of Reference, the Contractor shall provide driver services as specified from the date of delivery of the vehicle to the Customer.  -The Contractor guarantees the Customer’s access to a car 24 hours a day, 7 days a week (including weekends and holidays) and driver services during working hours.  -The Contractor guarantees to provide the Customer with a car replacement service within 2 (two) hours from the customer's request.  2.2.2 In order to achieve the objectives of the Contract and to determine the service cost of the driver, the following system shall be defined.  On weekdays (Monday-Friday): from 9-00 to 18-00, the driver is at the client's disposal (the driver's). (The working time is 9 hours, including 1 hour lunch break).  2.2.3.Vehicle description.  Toyota Camry commercial vehicle or equivalent;  Drive - front or rear or all-wheel drive;  Not less than 4.6 m and not more than 5.0 m in length;  Type of engine - petrol or diesel;  Engine capacity - up to 2.5 liters;  Basic fuel consumption - not exceeding 11 liters per 100 kilometers;  Ecological class - not lower than EURO-5.  Operation time - not more than 3 years.  Supporting Features\*:  Air conditioning;  Heated front seats;  Adjustable front and rear seats;  Multimedia systems;  All doors have electric windows;  Anti-lock braking systems;  Frontal and side airbags;  Adjustable headrests of front seats.  \*The Contractor has the right to provide a higher performance vehicle without increasing the cost of the service.  2.2.4. Requirements for drivers, knowledge of languages, years of service, age.  -No criminal record.  - Possession of a driver's licence to drive the appropriate type of vehicle.  - 3 (three) years of driving experience;  - When providing service, the driver must comply with the Customer's instructions regarding the use of the vehicle in the Terms of Reference and must not violate road traffic rules;  - The driver must take all measures to ensure the safety of passengers;  - The driver must ensure that the vehicle is clean and free from mechanical damage;  - The driver's leave and replacement shall be negotiated with the Customer;  - In the course of providing service, the driver is obliged to provide passengers, upon request, with the following information: route and planned travel time, rules for passenger safety and emergencies, location of fire extinguishers and first aid kits, contact details of the driver and the person in charge of the supplier.  - Mastery of a foreign language is not required. |
| **2.3 Service Scope** |
| Duration of provision of services: 2 (two) years from the date of the Contract is signed.  The Contractor supervises the condition and technical performance, maintenance and various repairs of the vehicle provided. The Contractor provides the Customer with a spare vehicle (Toyota Camry or equivalent) during regular maintenance, routine maintenance or overhaul of the vehicle. .  The Contractor supervises the health, work and rest of the driver and provides a replaced driver for the Customer if necessary.  Vehicle mileage limit - no more than 5,000 km per month. |
| **2.4 Service Place** |
| The Contractor provides the Customer with vehicle and driver rental services for use in Beijing and for business trips within the People's Republic of China. |

# REQUIREMENTS

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| **3.1 General Requirements** |
| 3.1.1 The vehicle provided must be registered according to the current laws of the People's Republic of China.  3.1.2 The vehicle provided must be in good technical condition and comply with the requirements of the laws of the People's Republic of China.  3.1.3 The vehicle shall undergo annual technical examinations, inspections, periodic maintenance and routine repairs at the expense of the Contractor at a professional technical service station in accordance with the procedures stipulated by the current laws of the People's Republic of China, and seasonal maintenance by specialized service center.  3.1.4 The glass of the vehicle can be tinted in compliance with the requirements of the laws of the People's Republic of China.  3.1.5. The vehicle owner providing the vehicle shall provide vehicle liability insurance and vehicle insurance.  3.1.6 The vehicle must be equipped with first aid kits, fire extinguishers, emergency stop warning signs, tow ropes, tire hole repair kits, jacks. and other plant support tools.  3.1.7 The Contractor shall ensure that in the event of a traffic accident, a representative is sent to the site of the accident if necessary for accident handling, procedures, and subsequent compensation of damages (including those related to the loss of life, health, and property of passengers), or whether the driver is provided with such rights in the power of attorney.  3.1.8 The Contractor bears all costs associated with the use of the vehicle, including: the cost of technical maintenance, routine maintenance and overhaul of the vehicle, fuel, lubricants, and other materials used, excluding the cost of car washes, fuel, cleaning fluids, parking fees, highway tolls, traffic violation fines. |
| **3.2 Service Quality** |
| 3.2.1. The Contractor must legally use the vehicle with which the service is provided.  3.2.2.When traveling with passengers, the driver shall drive smoothly and shall not suddenly accelerate, brake and overtake.  3.2.3.When traveling with passengers, the vehicle shall travel smoothly and shall not suddenly accelerate, brake or overtake.  - Passengers sitting in the rear shall be able to adjust the seat position, adjust the air conditioner and adjust the air outlet of the rear seat.  3.2.4. The vehicle driven (including the body, interior, trunk) shall be clean without external damage.  3.2.5. The interior of the vehicle shall be kept clean and free of stains, wear, other signs of damage and odors (from tobacco, food, or chemical, irritating smell).  3.2.6. The driver providing the service shall be legally registered.\* |
| **3.3 Confidentiality** |
| The security of the information received shall be guaranteed during the provision of the service. The employment or civil contract with the driver must include a requirement to ensure the confidentiality of any information the driver learns in the course of his or her work. Alternatively, a separate confidentiality agreement may be signed with the driver.  The Contract contains confidential appendixes based on the recommendations of Rosatom and cannot be changed. |
| **3.4** Security Requirements for Provision of Services and for Results of Services Provided |
| 3.4.1 The contractor guarantees strict compliance with the Road Safety Law of the People's Republic of China. |
| **3.5 Employee Training** |
| The Contractor undertakes to conduct a brief briefing (no more than 30 minutes) to familiarize them with the equipment and controls of the leased vehicle, or to provide a Chinese version of the manufacturer's manual. |

# SERVICE RESULT

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| **4.1 Explanation of Final Service Result** |
| 4.1.1 The vehicle is available to the Customer 24 hours a day, 7 days a week (including weekends and holidays) and a driver services are provided in working hours in accordance with the provisions of the Terms of Reference.  4.1.2 The service is provided after the signing of the handover certificate of the service by the Customer. |
| **4.2 Service Acceptance** |
| 4.2.1 Within the first five (5) working days of the month following the end of each reporting period, the Contractor shall send to the Customer a copy of scanned Acceptance certificate signed by it. The Contractor shall also provide a certificate of handover (hereinafter referred to as the certificate, see contract attachment) electronically to the email address if overtime service is provided: reception@rosatom.asia.  4.2.2 The Customer shall coordinate via email within 5 (five) working days of receipt of the summary report by email or submit a reasonable list of comments and required improvements to the Contractor. Within two (2) business days of the date of receipt of the comments, the Contractor shall fund the resolution of the problem and then re-send a summary report to the Customer for approval.  4.2.3 Original summary documents signed by the Contractor: 2 (two) copies of the Acceptance certificate in paper form shall be sent to the Customer within 3 (three) working days from the date of email approval.  4.2.4 Within 5 (five) working days from the date of receipt of the original certificate provided by the Contractor, the Customer shall sign the certificate, or state the reason for refusal and a list of improvements to be made and the deadline. Improvements are made at the expense of the Contractor before acceptance. |

# TECHNICAL TRAINING OF CUSTOMER

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| Not applicable. |  |

1. APPENDIXES

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| Appendix 1: | None |

俄原子东亚（北京）咨询有限公司

提供商务车辆及司机租赁服务的

技术任务书

北京， 2021年

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1. **服务名称**

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| 为俄原子东亚（北京）咨询有限公司（以下简称为客户）提供商务车辆（丰田凯美瑞商务车或同级车辆）并配备司机服务（以下简称为服务）。 |

1. **服务说明**

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| **2.1.服务组成（清单）** |
| 客户提供1（一）辆机动车辆（丰田凯美瑞商务车或同级车辆，以下简称为汽车）并配备司机服务。 |
| **2.2.服务描述** |
| 2.2.1. 在以下条件为客户提供汽车并配备司机的服务  -执行方应在签订合同之日起两（2）个日历日内向客户方提供机动车辆交接证明文件；  -根据此《技术任务书》第2.2.2项规定，执行方从汽车交付给客户之日起按规定提供司机服务；  -执行方保证向客户提供每周7天（包括周末和节假日）每天24小时汽车服务及应在工作日的工作时间提供司机服务；  -执行方保证在客户提出要求起的2（两）小时内向客户提供汽车更换服务。  2.2.2.为达成合同目标并确定配备司机的服务成本，应明确以下制度：  在工作日（周一至周五）司机的服务: 从9-00到18-00，司机应由客户支配（司机的工作时间为9小时，含午休1小时）。  2.2.3.车辆描述：  丰田凯美瑞商务汽车或同级车辆；  驱动——前驱或后驱或全驱动；  车长不小于4.6米且不大于5.0米；  发动机类型——汽油或柴油；  发动机排量——不超过2.5升；  基本油耗——每100公里不超过11升；  生态等级——不低于EURO-5；  运行时间——不超过3年。  配套功能\*:  空调；  前座椅加热；  前后座椅角度可调；  多媒体系统；  所有门为电动车窗；  防抱死制动系统；  正面和侧面安全气囊；  前排座椅头枕可调；  \*执行方有权在不增加服务成本的情况下，提供更高性能的车辆。  2.2.4. 对驾驶员的要求，语言知识，工龄，年龄：  -无犯罪记录；  - 持有驾驶相应类型车辆的驾驶执照；  - 3（三）年以上的驾驶工龄；  - 在提供服务时，司机必须遵守客户关于技术任务书中车辆使用的指示，且不违反道路交通规则；  - 驾驶员必须采取一切措施确保乘客的安全；  - 司机必须注意车辆的整洁及车身无机械损伤；  - 司机的休假和更换应与客户协商  - 在提供服务的过程中，司机有义务根据乘客的要求向他们提供以下信息：路线和计划行驶时间，乘客的安全及紧急情况规则，灭火器和急救箱的位置，司机和供应商负责人的联系方式；  -不需要掌握外语。 |
| **2.3.服务范围** |
| 提供服务期限：合同签订之日起1（一）年。  执行方对提供的汽车状态和技术性能、维修及各种修理实行监督。在车辆进行常规保养、日常维护或大修期间，执行方为客户提供备用车辆（丰田凯美瑞或同级车）。  执行方对司机的健康状况、工作及休息实行监督，并在必要时为客户提供替换司机。  车辆行驶里程限制——每月不超过5000公里。 |
| **2.4.服务执行地信息** |
| 执行方为客户提供汽车及司机租赁服务，可在北京市内使用，也可在中华人民共和国境内出差使用。 |

1. **服务要求**

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| **3.1.总体要求** |
| 3.1.1. 提供的汽车必须根据中华人民共和国现行法律进行注册。  3.1.2. 提供的汽车必须处于良好的技术状态，并符合中华人民共和国法律的要求。  3.1.3. 车辆应根据中华人民共和国现行法律规定的程序使用备件在专业技术服务站点进行年度技术检修，定期维护以及日常修理，费用由执行方承担；专业服务中心进行季节性维护。  3.1.4. 车辆玻璃可以进行着色处理，且应符合中华人民共和国法律的要求。  3.1.5. 提供车辆的车辆所有者应提供车辆责任保险和车辆保险。  3.1.6.车辆必须配备急救箱，灭火器，急停警示牌，牵引绳，轮胎破孔维修套件以及千斤顶和其他的工厂配套工具。  3.1.7. 执行方应确保如有必要在发生交通事故时，派出代表前往事故地点参与事故处理，办理手续，及后续损失（包括与乘客生命、健康、财产损失相关）赔偿，或司机在委托书中是否拥有此类权利。  3.1.8. 执行方承担与车辆使用有关的所有费用，包括：技术保养费用，日常保养和大修的费用，燃油、润滑油以及使用的其他运行材料的费用，不包括洗车费用，燃料费用，清洁液费用，停车费，公路通行费，交通违规罚款。 |
| **3,2,服务质量要求** |
| 3.2.1.执行方必须合法使用提供服务的车辆。  3.2.2.载客行驶时，应平稳行驶，不得突然加速、刹车制动。  3.2.3.载旅客行驶时，轿厢的行驶应平稳，不得突然加速，制动，超车。  - 坐在后排的乘客应该能够调整座椅位置，调节空调，能够调节后排座位的出风口。  3.2.4.应在干净（车身，内饰，后备箱）、无外表损坏的车辆中行驶。  3.2.5.车辆内部应保持清洁，无污点，磨损和其他损坏迹象，且无异味（烟草，食物，化学刺激性气味）。  3.2.6.提供服务的司机应为合法注册。 |
| **3.3.保密要求** |
| 在提供服务期间，应保证收到信息的安全性。与司机签订的劳动合同或民事合同必须包括确保司机在工作过程中得知任何信息需保密的要求，或者与司机单独签订保密协议。  合同中含有根据俄罗斯国家原子能集团建议制定的保密附件，不可更改。 |
| **3.4.提供服务的安全性及所提供服务的结果的安全性要求** |
| 执行方保证严格遵守中华人民共和国道路安全法。 |
| **3.5.客户员工培训要求** |
| 执行方承诺进行简要的情况介绍（不超过30分钟），以使他们熟悉所租用的汽车设备和控制装置，或提供中文版制造商的说明书。 |

1. **所提供的服务结果**

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| **4.1.所提供的服务最终结果说明** |
| 4.1.1. 客户方可根据本技术任务书的规定，每周7天（包括周末和节假日）每天24小时汽车服务，及应在工作日的工作时间提供司机服务。  4.1.2服务是在客户方签订服务交接证明书后提供。 |
| **4.2.服务验收要求** |
| 4.2.1. 在每个报告期结束后下一个月的前5（五个）工作日内，执行方应向客户方发送由其签字的结算凭证扫描件和交接证明书（以下简称为证明，合同附件）扫描件发送至电子邮箱：reception@rosatom.asia。  4.2.2. 客户须在电子邮件收到总结报告后的5（五）个工作日内，通过电子邮件进行协调，或向执行方提交合理的意见和所需改进的清单。 执行方应在收到客户意见之日起的2（两）个工作日内，出资解决问题，然后将总结报告通过电子邮件再次发送给客户，以供批准。  4.2.3. 执行方签署的总结文件原件：该证明书一式2（两）份应在客户通过电子邮件批准之日起3（三）个工作日内以纸质形式寄给客户。  4.2.4. 在收到执行方提供的证明书原件之日起的5（五）个工作日内，客户承诺对其进行签字，或说明拒签原因及列出需改进清单和期限。改进工作由执行方负责，费用由执行方承担，然后再进行验收。 |

1. **客户员工技术培训的要求**

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| 未提出。 |  |

1. **附录清单**

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| **附录1。**无 |