



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

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PROVISIONAL ACCEPTANCE CERTIFICATE

NEW TRAIN 179 (NT#179) – EM 01 20 179 (TS179)

NEW TRAIN 180 (NT#180) – EM 01 20 180 (TS180)

From: The Passenger Rail Agency of South Africa
Umjantshi House, 30 Wolmarans Street
Braamfontein Johannesburg

To: Gibela Rail Transport Consortium (RF) Propriety Limited
2 Shosholoza Avenue, Dunnottar
Ekurhuleni, 2145, South Africa

The Gibela Rail Transport Consortium (RF) Propriety Limited ("**GIBELA**"/"**the Contractor**"/"**the Manufacturer**") is at a minimum referred to all terms, conditions and obligations relating to Acceptance/Provisional Acceptance of New Trains and Certification thereof under the Manufacture and Supply Agreement between the Contractor and the Passenger Rail Agency of South Africa ("**PRASA**"/"**the Company**"/"**the Purchaser**") dated 14 October 2013, as amended from time to time including pursuant to the First MSA Amendment Agreement dated 03 December 2015, ("**the MSA**"/"**the Agreement**"/"**the Contract**") and in this regard:

Directors
Acting Chairperson N. Nokwe-Macamo,
Adv. S. Sethene, Adv. M. Motlogelwa,
L. Joel, N. Makaepea, M. Mukhuba, DK. Mohuba,
S. Luthuli, TN. Mpye

Group CEO
H. Emeran

Company Secretary
L. Mthayise

1. In accordance with the MSA, and without prejudice to the rights of the Company which remain strictly reserved, it is hereby certified that the Project Manager is partially satisfied that the requirements under the MSA for the issue of a Provisional Acceptance Certificate ("**PAC**") in relation to the New Trains referred to in paragraph 2 below has been complied with.
2. The New Trains included under this PAC, in accordance with the provisions of the MSA, are:

NEW TRAIN 179 (NT#179) – EM 01 20 179 and NEW TRAIN 180 (NT#180) – EM 01 20 180 ("the New Trains").
3. This PAC records the fact that, and date on which, the Project Manager is partially satisfied that the requirements under the MSA for the issue of a PAC in relation to each New Train have been complied with. The Company will therefore hold 10% of the Contractor's chargeable price for each New Train in Retention ("**the Retention**") until the Project Manager is completely satisfied that all New Trains under this PAC meet all requirements under the MSA for the issue of a PAC in relation to each New Train has been complied with and for any other reason deemed appropriated by the Project Manager in relation to any new trains under the MSA.
4. Without limiting clause 7.9 of the MSA, issuance of the Final Acceptance Certificate ("**FAC**") for each New Train is subject to completion (to the Company's and the Project Manager's sole satisfaction and discretion) of the minimum terms, conditions and obligations listed in the Annexure to this PAC ("**the Deferred Conditions**"). If any work carried out by or on behalf of the Contractor in respect of the Deferred Conditions prevents the carrying out of the Fault Free Running or causes a delay to the completion of the Fault Free Running within the 4-month time period referred to in clause 7.9.2 of the MSA, such 4-month time period shall automatically be extended accordingly.
5. Unless otherwise indicated, defined terms used in this certificate have the meanings given to them in the MSA.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a large, sweeping loop.

Taking cognisance of the Company's letter referenced PRA-GIB-MSA-0784 in which a Notice regarding the On Board UHF Radios Issue, and the records of the PRM minutes and correspondence to date on the Emergency Ladder Issue, is referenced together with related Company and/or Project Manager requirements and/or stipulations and/or instructions, and without prejudice to the Company in any manner whatsoever, the Company reserves its rights to reverse all decisions relating to any FACs and/or PACs and/or any other Acceptance documentation issued by the Company to date (including any related Contractor financial considerations and/or gains) further reserving the Company's rights to not issue any future FACs and/or PACs and/or any other Acceptance documentation (including any related Contractor financial considerations and/or gains) nor release any Retention(s) held to date and/or to be held in future for each New Train, and any new trains under the MSA, until the conditions stipulated under the Notice, and any other notices issued in terms of the MSA, are resolved to the sole satisfaction of the Company and the Project Manager at a minimum.

This PAC is issued without prejudice to the Company's rights as afforded to the Company in accordance with the MSA and law and is based on information made available to the Company at the time of making the related decision(s) regarding Acceptance. The Company therefore reserves the Company's rights to reverse the decision(s) should related information, that prejudices the Company and/or negatively affects the decision(s) and the outcomes of such decision(s) to the detriment of the Company (including, but not limited to, undue financial benefit by the Contractor), come to the attention of the Company. The Company therefore reserves its rights under the MSA.

Signed by the Project Manager on behalf of PRASA



Name: **Mr. Sorin BALTAC**

Date: **30.10.2023**

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ANNEXURE TO PROVSIONAL ACCEPTANCE CERTIFICATE: DEFERRED CONDITIONS

NEW TRAIN 179 (NT#179) – EM 01 20 179 (TS179)

NEW TRAIN 180 (NT#180) – EM 01 20 180 (TS180)

1. This Annexure to the PAC lists “the Deferred Conditions,” with respect to the PAC as per category per respective Readiness Review where the outcome of the review was Conditional or Negative, at a minimum.
2. This Annexure to the PAC, without limiting clause 7.9 of the MSA, issuance of the FAC for all New Trains under this PAC and the release of the Retention referred to under this PAC is subject to the Contractor’s complete, unambiguous compliance with all requirements of Company Letter PRA-GIB-MSA-0802 at a minimum (all to the Company’s and the Project Manager’s sole satisfaction and discretion).

Directors

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3. This Annexure to the PAC, without limiting clause 7.9 of the MSA, issuance of the FAC for all New Trains under this PAC and the release of the Retention referred to under this PAC is subject to the Contractor meeting of all the terms, conditions and requirements identified during the readiness and/or other reviews, meetings and confirmed arrangements (all to the Company's and the Project Manager's sole satisfaction and discretion) therefore the items in the table to follow at a minimum:

Category	Description	Reference
Delivery Certificate	Issuance of Delivery Certificates for each New Train (under this PAC) with detailed and adequate evidence of completion of all open items for each New Train as identified by the Company and the Contractor to date and from time to time after the issuance of this PAC and as further and/or otherwise requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum

Category	Description	Reference
Acceptance Test Report	<ul style="list-style-type: none"> a. Issuance of Acceptance Test Reports for each New Train (under this PAC) with detailed and adequate evidence of completion of all open items for each New Train as identified by the Company and the Contractor to date and from time to time after the issuance of this PAC and as further and/or otherwise requested/instructed by the Project Manager. b. Issuance of Summary Reports for each New Train (under this PAC) of open items from Routine and Acceptance Testing pending item 'a' above and as further and/or otherwise requested/instructed by the Project Manager. 	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum
Acceptance Tests	As per all open items for each New Train (under this PAC) and all related open items from subsequent updates in the latest relevant and applicable Acceptance Readiness Review(s) and as further and/or otherwise requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum

Category	Description	Reference
Quality Assurance	As per all open items for each New Train (under this PAC) and all related open items from subsequent updates in the latest relevant and applicable Acceptance Readiness Review(s) and as further and/or otherwise requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum and including the Contractor's compliance with the Company's Notice to the Contractor under Company letter referenced PRA-GIB-MSA-0704 ("the Notice") therefore as instructed by the Project Manager in respect of the On-Board UHF Radios ("the On-Board UHF Radios Issue")
Acceptance Readiness Review	The Acceptance Readiness Review for each New Train (under this PAC) with detailed and adequate evidence of completion of all open items for each New Train as identified by the Company and the Contractor to date and from time to time after the issuance of this PAC and as further and/or otherwise requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum
Necessary Consent	Have and provide all Necessary Consents in respect of each New Train (under this PAC) including detailed and adequate evidence of same, to enable its entry into revenue earning service and operation (without any restrictions, qualifications and/or conditions) on the Relevant Network at normal line speeds up to a maximum of 120 (one hundred and twenty) kilometres per hour, been obtained by the Company and as further and/or otherwise requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum

Category	Description	Reference
General	Any other documents and items as requested/instructed by the Project Manager	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum
Contractor Consistent Breach and/or Default (On Board UHF Radios Issue)	<p>The Contractor shall at a minimum and as part of the Contractor's Rectification Works, rectify and/or remedy (all at the Contractor's cost) the Contractor's Persistent Breach and Default as stipulated in the Company's Notice to the Contractor under Company letter referenced PRA-GIB-MSA-0704 ("the Notice") therefore as instructed by the Project Manager in respect of the On Board UHF Radios ("the On Board UHF Radios Issue") including, but not limited to, ensuring that the UHF Radios are fully functional and fit-for-purpose on all New Trains and to the sole satisfaction of the Company and Project Manager</p>	Company letter referenced PRA-GIB-MSA-0704 ("the Notice")

Rectification Work	<p>a. In accordance with Clause 7.3 (Acceptance) of the MSA, the Project Manager gives notices and associated schedules of Rectification Work and to record that the Company was (subject to certain terms and conditions) prepared to issue a PAC(s) in relation to the New Train referred to in such PAC(s) instead of issuing a Rejection Notice in respect of each New Train included under this PAC</p> <p>b. The Contractor shall carry out Rectification Work and fulfil the conditions and qualifications and requirements specified in all current and future Rectification Work notices and associated schedules (regardless of the PAC and/or in relation to a particular new train under which they may have been issued) and/or or as otherwise instructed by the Project Manager for all new trains under the MSA, by the dates set out in the notices and associated schedules and/or as otherwise instructed by the Project Manager, to the satisfaction of the Project Manager in his absolute discretion</p> <p>c. If the matters or Rectification Work specified by the Project Manager in the notices and associated schedules and/or as otherwise instructed by the Project Manager are not completed or any conditions or requirements or qualifications or open issues specified in any MSA certificates are not fulfilled within the timescales specified in such MSA certificates and/or as otherwise instructed by the Project Manager (or, as relevant, promptly) to the satisfaction of the Project Manager, the Project Manager may, in his absolute discretion, reissue the notices and associated schedules or issue new notices and associated schedules (with further and/or new Rectification Work conditions or qualifications or requirements attached)</p>	<p>All current and future related Rectification and/or Fleet Defects / Potential Fleet Defects/Defects correspondence (regardless of the PAC and/or in relation to a particular new train under which they may have been issued) including, but not limited to, notices (including associated schedules), requests, instructions and certificates issued by the Project Manager in accordance with and/or under the provisions of the MSA for all new trains under the MSA at a minimum</p>
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Category	Description	Reference
	d. Unless otherwise indicated, defined terms used in the notices and associated schedules and/or instructions issued by the Project Manager have the meanings given to them in the Agreement	
Contractor Consistent Breach and/or Default (Emergency Ladders Issue)	The Contractor shall at a minimum and as part of the Contractor's Rectification Works, rectify and/or remedy (all at the Contractor's cost) the Contractor's Persistent Breach and Default relating to the Emergency Ladders therefore as instructed by the Project Manager in respect of the Emergency Ladders ("the Emergency Ladders Issue") including, but not limited to, ensuring that all Emergency Ladders are fully functional and fit-for-purpose on all New Trains and to the sole satisfaction of the Company and Project Manager. In this regard, the Contractor is further instructed to revert to the Company, on a weekly basis, with a formal progress of the Rollout plan whilst the Emergency Ladders are being installed.	All related correspondence and requests/instructions by the Project Manager issued in accordance with and/or under the provisions of the MSA at a minimum therefore including, but not limited to, Company letters referenced PRA-GIB-MSA-0778 and PRA-GIB-MSA-0779 and any forthcoming related notice ("the Notice")