



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: ECR/01/07/2024

***REQUEST FOR QUOTATION (RFQ) APPOINTMENT OF A SERVICE PROVIDER FOR THE
SUPPLY AND DELIVERY OF CUSTOMERS SERVICES A2 POSTERS ON A ONCE OFF BASIS AT
PRASA IN THE EASTERN CAPE REGION***

SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)

BID NUMBER:	ECR/01/07/2024	CLOSING DATE:	17.07.2024	CLOSING TIME:	12:00
DESCRIPTION	REQUEST FOR QUOTATION (RFQ) APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF CUSTOMERS SERVICES A2 POSTERS ON A ONCE OFF BASIS AT PRASA IN THE EASTERN CAPE REGION				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):

No.8 Station Street
Station Building
East London
5200.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	SIMNIKIWE NQULO
TELEPHONE NUMBER	043 700 2017
E-MAIL ADDRESS	Simnikiwe.nqulo@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID NVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

NB:

- *Quotation(s) must be addressed to PRASA before the closing date and time shown above.*
- *PRASA General Conditions of Purchase shall apply.*

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the PRASA before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

2 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or PRASA employee in respect of this RFQ between the closing date and the date of the award of the business.

3 BIDDERS COMPLAINTS PROCESS

3.1 Bidders are advised utilize this email address (SCM.Complaints@prasa.co.za) for lodging of complains to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name.

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including all applicable taxes.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 DISCLAIMERS

PRASA is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that PRASA reserves the right to:

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes.
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein.
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next highest ranked Respondent if he/she is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a Respondent will be subjected to review and acceptance or rejection by PRASA's Legal Counsel, prior to consideration for an award of business.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria in choosing a Supplier/Service Provider, if so required:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance Requirements	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 1C	Documents used for scoring
Stage 2 Price and Specific Goals	
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

15 PUBLICATION OF INFORMATION ON THE NATIONAL TREASURY E-TENDER PORTAL

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's. (*Where applicable*).

16 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

15.1. Mandatory Returnable Documents

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

Stage 1A – Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, you will be automatically disqualified.

Only bidders who comply with stage 1A will be evaluated further.

No.	Description of requirement	
a)	Price Schedule and Pricing form (Section 4) to be completed in full To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	Completion of ALL RFQ documentation (includes ALL declarations, ALL Standard Bidding Documents (SBD) and must be duly completed and signed	
b)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (If applicable)	
d)	Bidders to fill and sign the Submission register at reception at SCM Offices on submission of tender documents	

Stage 1B –Other Mandatory Requirements

If you do not submit the following basic compliance documents and should an award, be made, these basic compliance documents must be made available within seven (7) days of request from PRASA, failing of which the award will be recalled.

No.	Description of requirement	
a)	Company Registration documents	
b)	Copies of Directors ID documents	
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued pin	
d)	CSD supplier registration number	
e)	Proof of Bank Account (i.e., cancelled cheque or letter issued by the bank	

Stage 1C: Documents required for Scoring - The following Non-Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive a score of zero for the applicable evaluation criterion.:

No.	Description of requirement	
a)	Audited Annual financial/ B-BBEE Certificate/Affidavit	
b)	CIPC Documents / B-BBEE certificate / Affidavit	

2.1 Stage 2- Price and Specific Goals

The following formula, shall be used to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where?

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME 51% Black Owned	Audited Annual financial/ B-BBEE Certificate/Affidavit	10	
51% Black Owned	(CIPC documents/ BBEE Certificate /Affidavit)	10	

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule in **(Section 7)**

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 9 negotiate a market-related price with the Respondent scoring the highest points.
 - 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points.
 - 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points.
- 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

I / We _____ (Insert Name of
Bidding _____ Entity) _____ of

_____ code

(Full address) conducting business under the style or title of:
_____ represented by:
_____ in my capacity as:

_____ being duly
authorized, hereby offer to undertake and complete the above-mentioned work/services at the prices
quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract,
at a lumpsum, of _____ R
_____ (amount in
numbers);

(amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be affected within working days from date of order. (To be completed by Service provider)

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

PRASA and the Supplier enter an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA.

No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to PRASA when accepted by PRASA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, PRASA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to PRASA.

In the case of service, the Supplier corrects non-conformances as indicated by PRASA.

Warranty

Without prejudice to any other rights of PRASA under these conditions, the Supplier warrants that the items are in accordance with PRASA's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by PRASA.

Indemnity

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

Assignment and sub-contracting

The successful Respondent awarded the contract may only enter a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.2.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where?

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.3.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where?

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME 51% Black Owned	Audited Annual financial/ B-BBEE Certificate/Affidavit	10	
51% Black Owned	(CIPC documents/ BBBEE Certificate /Affidavit)	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other

remedy it may have –

- (a) disqualify the person from the tendering process.
- (b) recover costs, losses, or damages it has incurred or suffered because of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 7

REQUEST FOR QUOTATION (RFQ) APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF CUSTOMERS SERVICES A2 POSTERS ON A ONCE OFF BASIS AT PRASA IN THE EASTERN CAPE REGION

BOQ/ PRICING SCHEDULE

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL AMOUNT	
				R	C	R	C
1.	FULL COLOUR A2 POSTERS 40 CONDITIONS OF CARRIGE,	each	40				
2.	FULL COLOUR A2 POSTERS 40 POSTERS FOR PASSENGER SERVICE CHARTER	each	40				
3.	FULL COLOUR A2 POSTERS 40 CONDITIONS OF CARRIAGE ENGLISH	each	40				
TOTAL							
VAT 15%							
GRAND TOTAL							

***See below layout ***



PASSENGER SERVICE CHARTER

The Passenger Service Charter provides a set of aspirational norms and standards for service quality across all PRASA brands that include Metrorail, Premier Classe, Translux, Shosholoza Meyl, and City to City. We endeavor to provide you with:

SAFETY AND SECURITY

- Investigate reported incidents within 24h
- Cooperate fully with law enforcement and prosecutorial agencies.
- Provide an independent whistleblower telephone line and email facility.
- Publicly publish the outcomes of investigations once they are concluded.
- Maintain our infrastructure, trains and vehicles in accordance with legal prescripts.

CUSTOMER INFORMATION

- Disseminate service information across multiple platforms.
- Publish the most up to date timetables.
- Inform customers of service disruptions within 10 minutes of a verified disruption.
- Publish up to date fare structures.
- Provide adequate and clear signage within and around each station or stop.
- Provide timetable information and a map of services at each station and stop.
- Provide service information on-board all our services.
- Ensure that every Customer Services personnel, and information desk has the most up to date information about the status of our services.
- Obtain information from customers on how to improve dissemination of information.

SERVICE RELIABILITY

- Departure and arrival times will not deviate from the timetable by more than 10 minutes.

- Where services deviate by more than 10 minutes from the published times, this will not be more than 10% of services provided in any given year.
- Passengers will be informed of any timetable deviation through all our official platforms.
- Where possible, an alternative service will be provided in case the primary service is experiencing a failure of more than 3 hours.
- Where external factors affect the punctuality and reliability of services, we will make every effort to minimise the inconvenience to customers.
- We will publish performance on service reliability on a weekly basis across all our official information platforms.

CLEANLINESS AND CONDITIONS OF FACILITIES AND VEHICLES

- Stations will be cleaned daily.
- Our trains and buses will be cleaned daily.
- Out of service ablution facilities, lifts ramp, escalators, broken windows, station lighting, floor tiles, roller shutter doors and manhole covers and other unserviceable installations will be repaired within 72 hours of a reported incident.

JOURNEY COMFORT

- Daily inspections will take place to ensure that all our trains and vehicles have adequate ventilation, heating and lighting.
- Our drivers have been fully trained in safe driving techniques to maximize customer comfort.
- All our trains and vehicles are driven with proper regard to the comfort and safety of our customers.
- Crowding does not exceed 5 persons per square metre.

JOURNEY CONVENIENCE

- We will provide ticketing infrastructure that allows payment across multiple fare media.

- We will coordinate our timetable with other operators to ensure that at designated interchange facilities, where we have services with headways of more than one hour, the departure and arrival of our services allow for connection with other major services.
- We will maximise the number of available outlets to purchase journey tickets or load fare media. Tickets are available at stations and appointed agents, whose names and locations are available from our website (www.prasa.com).
- We will make every effort to match seat availability to customer demand.
- Seat reservation is only available on selected services that include Autopax, Premier Class, Shosholoza Meyl (Sitter and Sleeper) travel classes.

UNIVERSAL ACCESSIBILITY

- We will make every effort to ensure a high level of accessibility of our stations and stops at selected stations and stops.
- Selected stations will provide facilities for persons with reduced mobility.

CUSTOMER COMMENTS AND COMPLAINTS

- Our employees will treat our customers in a courteous, respectful and fair manner in line with our Code of Conduct and established values.
- All our Customer Care Officials are clearly identifiable wearing full uniform with name badges bearing the company logo.
- We will respond within 72 hours to customer complaints and suggestions.

Scan the QR code to access the full Passenger Charter on the our website.

www.prasa.com
0800 65 63 63 (toll-free)

[@PrasaGroup](#) [Prasa Group](#)





prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

CONDITIONS OF CARRIAGE

These conditions are applicable to Prasa passenger services including Metrorail, Autopax, and Shosholoz Meyl. For more information visit www.prasa.com



Adhere to no-smoking signage on Prasa property



Littering is prohibited on Prasa property. Use bins provided



Firearms or any other weapon is strictly prohibited



Informal trading is prohibited on Prasa property



Gambling, loitering, playing on on Prasa property is not allowed



Dangerous, flammable goods or liquid is strictly prohibited



Eating and drinking is not permitted onboard trains and busses



FOR MORE INFO CALL 0800 65 64 63

www.prasa.com

Scan the QR code to access the complete Conditions of Carriage.

DISCLAIMER: Metrorail and Prasa or their shareholders, directors, officers or employees or subcontractors or agents shall not be held liable for any damages or loss to property or injury and loss of life caused to anyone on entering the premises, unless such loss, damage or injury was caused by negligence on the part of Metrorail. Third-party liability will only be applicable to customers with valid train tickets nor will Prasa be held liable for damage caused to the properties left unattended by anyone. Commuters are required to obey all lawful commands and to comply with the provisions of section 12 (1) of the schedule of the Legal Succession to the SA Transport Services Act No.9 of 1987.

CONDITIONS OF CARRIAGE

Be moved



prasa
PASADANA RAIL ADVENT
2019-2020

1. CARRIER

1.1 The Carrier is Metrolink, a consumer brand of PASA Rail Operations which is a division of the Passenger Rail Agency of South Africa (PRASA). Metrolink is responsible for providing commuter rail services within the Republic of South Africa.

2. INTERPRETATION

2.1 If the provisions of these Conditions of Carriage ("the Conditions or these Conditions") are in any way inconsistent with the provisions of the Legal Framework Act of 1986 ("the Legal Framework Act") and any other applicable laws and regulations ("the Legal Framework"), the provisions of the Legal Framework shall prevail.

2.2 The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions of Carriage.

2.3 Unless these Conditions specifically impose any restriction or limitation on Metrolink, Metrolink may do anything which the Legal Framework empowers it to do.

3. APPLICATION OF THE CONDITIONS OF CARRIAGE

3.1 Commuters are covered subject to the terms and Conditions set out below.

3.2 Nothing standing anything contained herein to the contrary.

3.3 These Conditions are applicable to all commuters unless they are inconsistent with the Legal Framework, in which event the Legal Framework shall prevail.

3.4 Unless otherwise provided in these Conditions, in the event of inconsistency between these Conditions and any other PASA regulations or Metrolink regulations dealing with particular subjects, these Conditions shall prevail.

4. DISCLAIMER

4.1 Metrolink and PASA as well as their shareholders, directors, officers, employees, agents or sub-contractors shall not be liable for loss, injury, loss of life, or damage caused to any person or property, except for loss, damage or injury resulting from willful fault or gross negligence on the part of Metrolink.

4.2 This disclaimer applies to any commuter or any person entering PASA's premises and to the property belonging to any commuter, whether such property is accompanied by a commuter or not.

5. "DISCLAIMER NOTICES"

5.1 Metrolink and PASA or their shareholders, directors, officers or employees or subcontractors or agents shall not be liable for any damages or loss to property or injury and loss of the caused to any person entering the premises, unless such loss, damage or injury was caused by gross negligence on the part of Metrolink.

5.2 Except as expressly stated in these Conditions, Metrolink and PASA shall not be liable for damage caused to the property left unattended by anyone.

5.3 Commuters are required to obey all lawful commands and to comply with the provisions of section 12(1) of the Legal Framework to the Transport Act of 1986.

6. RIGHT OF ADMISSION

6.1 Metrolink reserves the right of admission to any of PASA's premises such as trains, coaches, carriages and stations, in the event that any person does not comply with these Conditions of Carriage. Metrolink may refuse the right of admission to such person.

7. RIGHT TO REFUSE CARRIAGE

7.1 Metrolink has a right to refuse carriage and cancel the journey of any commuter or any person on good grounds.

7.2 In the opinion of Metrolink, the conduct of the commuter or the commuter's conduct/presence may endanger persons or property on the train coach or station or platform, or obstruct the officers, employees, or agents of Metrolink in performance of their duties.

7.3 If the commuter fails to comply with any legal instructions of the officers, employees, or agents of Metrolink or behaves in a manner that causes discomfort to other commuters, then Metrolink may take such measures as it deems reasonably necessary.

7.4 Commuter's misbehaviour may include, but is not limited to smoking, gambling, alcohol or drug consumption, or causing or potentially causing damage or injury to other commuters or persons.

7.5 To prevent continuation of such conduct, Metrolink may take, amongst others, the following measures:

- restrain or arrest; and/or
- withhold or confiscation of the commuter's ticket, and/or
- imposing any fine or penalty.

7.6 Metrolink reserves the right to refuse admission/carry to any commuter or institute a claim for any loss and/or damages incurred as a result of the commuter's misconduct.

8. PARKING

8.1 Parking at PASA premises such as stations and any other property is solely at the commuter's own risk and at their own cost. Metrolink and PASA shall not be liable for any loss, damage or theft of any property of any vehicle and/or its contents parked at or in its premises.

8.2 Metrolink reserves the right to charge any parking fees at the applicable rate as may be determined from time to time.

9. FARES, FEES AND OTHER CHARGES

9.1 Fares only apply to carriage from the point of departure to the point of destination. Commuter fares will be calculated in accordance with Metrolink tariffs. All fares are subject to change. Metrolink will not be bound by any verbal quotations of fares provided to any person.

10. BOOKING FEES

10.1 Travelling without a valid ticket, or otherwise evading fares, is an offence. Metrolink reserves the right to prosecute any person found to have committed such an offence.

10.2 Such prosecution may take place in addition to the levying of the booking fees, as amended from time to time.

11. TICKETS

11.1 Buying Tickets

11.1.1 It is the commuter's responsibility to ensure that the correct information is shown on a Metrolink ticket. When the commuter buys a Metrolink ticket, he or she must check whether the details shown on the ticket are correct. If the commuter discovers any discrepancy, he or she must immediately point out such discrepancy to the person who sold the ticket as Metrolink cannot accept mistakes later.

11.2 Non-transferability of a Metrolink Ticket

11.2.1 A Metrolink ticket is not transferable and may only be used by the person for whom it has been bought. It may not be used or passed on to anyone.

11.2.2 A Metrolink ticket is valid only for the journey specified on the ticket and travel class specified thereon, in particular from the place of departure to the final destination. Any change of the journey requires the issue of a replacement ticket.

12. INSPECTIONS OF METROLINK TICKETS

12.1 Any commuter may at any time either on entering or leaving a station or a train coach or during the trip be subject to produce his/her ticket to the satisfaction of a Metrolink official or duly authorised security. A commuter must show and if asked to do so the Metrolink official or security, have the ticket for inspection. Such request may come from any duly authorised employee or agent or official of Metrolink.

13. VALIDITY OF A METROLINK TICKET

13.1 A valid Metrolink ticket shall only be a ticket purchased from Metrolink: ticket, office, portable ticket, booking machine, kiosk, agent, or any dedicated ticket issuing machines. Should the commuter stop, interrupt or deviate from the intended journey, a separate ticket at an appropriate fare for another journey will be required.

14. ALTERNATIVE, LOST, STOLEN OR DAMAGED TICKET

14.1 A Metrolink ticket is a valuable document and commuters should take appropriate measures to safeguard it and ensure that it is not lost, damaged or stolen.

14.2 Any alteration to a Metrolink ticket will render it invalid. Therefore any Metrolink ticket that has been spoiled or tampered with or altered in any way will not be valid for use on any journey.

14.3 If any commuter is found to have damaged or tampered with or altered in any way a Metrolink ticket, he or she would be liable for penalties.

14.4 Commuters should note that lost, damaged or stolen tickets may be replaced at the sole and absolute discretion of Metrolink.

15. INADVERTENT RISK

15.1 Any commuter who buys and uses a Metrolink ticket confirms that he or she has been given an adequate opportunity to read and understand the terms and conditions of the Conditions, including the risks involved. For example travelling on a train with doors open and/or moving between coaches when the train is in motion can lead to death or serious injury.

15.2 If a commuter gets injured or disabled as a result of trains operating with open doors, Metrolink and PASA or their shareholders, directors, officers or employees or subcontractors or agents shall not be liable for any damages or loss to property or injury caused by any person or to any commuter travelling when doors are open or to any commuter moving between coaches when the train is in motion.

16. WITHHELD OR CONFISCATION OF A METROLINK TICKET

16.1 Metrolink reserves the right to withhold or confiscate tickets from any commuter if the commuter contravenes any provision of these conditions of carriage or allows the conditions set out herein to be breached or if the commuter or the commuter's conduct, in the opinion of Metrolink, the conduct of the commuter or the commuter's conduct may endanger fellow commuters or any person or property on the train coach or Metrolink station or premises, or obstruct the officers, employees, or agents of Metrolink in performance of their duties.

16.2 Commuter fails to comply with any legal instructions of the officers, employees, or agents of Metrolink or behaves in a manner that causes discomfort to other commuters, then Metrolink may take such measures as it deems reasonably necessary. Confiscated tickets must be surrendered to Metrolink when requested.

17. PROPERTY OF METROLINK

17.1 A Metrolink ticket remains at all times the property of Metrolink and must be handed in to Metrolink after completion of the intended journey or whenever the commuter is requested to do so.

18. PAYMENTS, CANCELLATIONS AND REFUNDS OF METROLINK TICKETS

18.1 Cheques shall not be accepted as method of payment. Any refunds will be done in accordance with Metrolink's refund policy as amended from time to time.

18.2 Tickets that are cancelled may be refunded, subject to applicable deductions and administration fees in accordance with the cancellation policy of Metrolink.

19. ACCESS TO STATIONS

19.1 Stations and platforms may only be accessed to and exited through a bridge, subway, lift, escalator, access control or any other authorised point. Access to and from platforms through railway tracks, the ends of platforms or through perimeter fencing is illegal. Any person who contravenes this condition will be liable for prosecution.

20. TIME TABLES AND SCHEDULES

20.1 Metrolink will make every reasonable effort to ensure connections between its services, and to inform commuters if there are any delays and cancellations in the commuter's itinerary.

20.2 Metrolink will give reasonable notice of changes to the timetable. Metrolink may cancel or change any of its services and will endeavour to give reasonable notice to commuters, without any liability.

20.3 Although Metrolink will make all reasonable effort to provide a good quality service and to keep to the timetable, no guarantee of exact timetabling can be given.

20.4 No liability whatsoever will be accepted by Metrolink for any loss or damage incurred by any commuter, inconvenience experienced by any person resulting from a delay, or cancellation of any service for whatsoever reason.

21. FAILURE TO PERFORMANCE, CANCELLATIONS OR DELAYS

21.1 Metrolink is not responsible for failure to perform, or cancellations or delays, due to circumstances beyond its control, such as adverse weather conditions, unpredictable delays caused by traffic congestion, diversions or road works, criminal conduct by third parties, strikes, industrial disputes and regulatory requirements or acts of nature.

21.2 Metrolink is not liable to commuters for any loss arising from any failure or delay in performance or service delivery resulting from circumstances beyond its control, including delay or cancellation of any service for whatsoever reason.

22. ALTERNATIVE TRANSPORTATION IN CASES OF DELAYS OR DISRUPTIONS

22.1 Metrolink will endeavour to provide alternative transport to commuters when failure to perform due to circumstances beyond its control causes delays or cancellations in its own conduct.

22.2 In the event that alternative transport is provided, a Metrolink ticket shall be used and shall be valid for the journey that it was intended for when it was issued. No alternative transport will be provided to commuters not in possession of a valid Metrolink ticket for the route concerned.

23. COMMUTER'S CONDUCT

23.1 Commuters are required to obey any and all lawful commands and requests and to comply with all applicable laws, in particular the provisions of section 12(1) of the Transport Act of 1986 as amended from time to time.

24. SMOKING PROHIBITION, AND THE USE OF OTHER SUBSTANCES

24.1 Smoking is prohibited on PASA premises such as trains, stations and PASA premises in accordance with applicable legislation and regulations.

24.2 The use of narcotics or other drugs, including alcohol and marijuana is illegal on Metrolink stations, trains and premises is not permitted.

25. INSTANCES WHERE COMMUTERS MAY BE PROSECUTED

25.1 Access to PASA's premises is regulated by the Legal Framework Act (Act 6 of 1986) and any other applicable laws and regulations governing PASA and Metrolink.

25.2 Contravention of the Legal Framework may result in prosecution or a fine or imprisonment or both fine and imprisonment.

25.3 Any commuter contravening, amongst others, the following offences may be prosecuted:

- smoking or using banned substances in any place or premises or any vehicle under the control of Metrolink, where a prohibition notice has been affixed;
- entering or leaving any train while it is in motion;
- climbing into a moving train;
- keeping train doors open while the train is in motion;
- travelling or any attempt to board on or in any part of the train not intended for the use of the commuter;
- willfully carrying out of any act which will unreasonably inconvenience or endanger any commuter or staff member of Metrolink;
- disobeying any reasonable instructions given by Metrolink or any official or employee or agent or subcontractor of Metrolink;
- occupying a seat or entering a portion of the train which he or she is not authorised to occupy by virtue of the ticket type held or otherwise;
- ignoring any reasonable request of a Metrolink employee or any official or agent or subcontractor of Metrolink which is intended to maintain order or control in the train or Metrolink premises; and
- any other offence listed in terms of section 12 of the Legal Framework Act of 1986.

Any person travelling without a valid ticket.

26. INSURANCE

26.1 Metrolink does not provide general liability insurance cover for its commuters or its property. Commuters should ensure that they are properly insured, including their property.

27. CHILDREN

27.1 Children under the age of 6 years will not be transported unless accompanied by an adult. Children under 6 years of age may travel free of charge on condition that they are accompanied by an adult paying the full adult fare. This is not applicable to school or organised groups of children under the age of 6 years, accompanied by a chaperone.

27.2 Children of 6 years and older, but under the age of 12 years shall pay 50% of the full applicable adult fare. Proof of identification may be required to verify the passenger's age.

27.3 Exception: On Metrolink's Business Express train services no discount will be granted to any child, irrespective of age. Such children will pay the normal adult fare.

28. SPECIAL ASSISTANCE

28.1 Metrolink is committed to making travel on the PASA network as easy and comfortable as possible for everyone including passengers with special categories of needs. Metrolink commits to provide assistance to passengers, who require special assistance at train stations, and on board trains.

28.2 Metrolink will also make journey for most passengers to ensure smooth onward passage. Some main stations are fitted with lifts or ramps. Information on services available for persons with reduced mobility is available on our website or Customer Service help-desks at stations.

29. PREGNANT WOMEN

29.1 Pregnant women travel and access PASA's premises at their sole risk.

30. PETS

30.1 No animals will be transported in Metrolink trains or built-upon PASA premises such as train coaches, carriages, stations and other property including train platforms and inside train coaches, with the exception of a trained guide dog accompanying a blind or sight-impaired commuter. The dog will be allowed free passage with the blind or sight-impaired commuter.

31. COMMUTER BAGGAGE

31.1 As an urban commuter rail service, only personal baggage of commuters will be transported by Metrolink. Any such parcels or baggage transported by Metrolink must be capable of being loaded into the commuter's bag or stored away underneath the seat or in the overhead storage where available.

31.2 The commuter must be able to carry and handle their personal baggage without inconveniencing other commuters.

31.3 Unaccompanied baggage will not be carried.

31.4 Metrolink is not responsible whatsoever for loss or damage to commuter's parcels or baggage or transported.

31.5 An additional charge may be levied as per pre-determined tariffs for bulky parcels or larger items.

32. PROHIBITED ITEMS

32.1 No weapons of any kind, including, but not limited to, firearms, knives, spears, icebreakers, sickle etc., are permitted on any PASA premises such as train coaches, carriages, stations and other property including train platforms and inside train coaches.

32.2 Hazardous chemicals, explosives, animals, reptiles, combustible fluids or toxic substances are prohibited from PASA premises such as train coaches, carriages, stations and other property including train platforms and inside train coaches platforms, and any other place under the control of Metrolink.

32.3 No extra large or bulky items may be transported, such as but not limited to: bicycles, fishing rods, surf boards, skis, skis, skis, etc., unless prior to the trip, prior arrangement is made with Metrolink.

33. RIGHT TO SEARCH

33.1 For safety and security reasons, Metrolink may conduct a search of its commuters and their baggage upon reasonable suspicion of a crime.

34. AMENDMENT AND WAIVER

34.1 No agent, employee or representative of Metrolink has any authority to alter, modify or waive any provision of these Conditions of Carriage. These Conditions represent a binding agreement between Metrolink and the commuter.

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