



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for **The manufacture, supply, and installation of the hotline kiosks on various sites in Eastern Cape Operating Unit within the Cape Coastal Cluster.**

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Documentation prepared by: Contracts Department

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

The manufacture, supply, and installation of the hotline kiosks on various sites in Eastern Cape Operating Unit within the Cape Coastal Cluster.

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R [●]
Value Added Tax @ 15% is	R [●]
The offered total of the Prices inclusive of VAT is	R [●]
(in words) [●]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
.....
.....
.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)*

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Jabulile Ramohlokoane
	Address	Sunnilaws Office Park, Cnr Bonza Bay Rd and Quenera Drive, Beacon Bay, East London
	Tel No.	+27 16 971 9246
	Fax No.	
	E-mail address	MsibiJM@eskom.co.za
11.2(11)	The <i>works</i> are	The Manufacture, Supply, And Installation Of The Hotline Kiosks
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Various sites within ECOU
30.1	The <i>starting date</i> is.	10 March 2025
11.2(2)	The <i>completion date</i> is.	30 June 20245
13.2	The <i>period for reply</i> is	7 days
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	On completion of the works
50.5	The <i>delay damages</i> are	R 700 per day
50.6	The retention is	5%
51.2	The interest rate on late payment is	0.5% [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]

¹ Except those actions which can only be done by the *Employer* as a Party to the contract.

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	TBA when dispute arise
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	East London South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*.

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, “unless the event arises from an instruction of the *Employer*.”

Z8 *Employer’s* limitation of liability; Add to clause 80.1

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.5

- Z10.1 If the amount due for the *Contractor’s* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor’s* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause

92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z _12.1 Replace core clause 82 with the following:

Insurance cover 82

82.1 When requested by a Party, the other Party provides certificates from his insurer or

broker stating that the insurances required by this contract are in force.

82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	<p><u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> <p><u>Other property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount</p>	

	required by the applicable law	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements

stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Data provided by the Contractor (the Contractor's Offer)

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	...%
63.2	The percentage for overheads and profit added to other Defined Cost is	...%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List

Item no.	Description	Unit	Quantity	Rate	Price
	1,2m x 1,2m Hut with a 1,2m x 1,2m Veranda Extension and Total of 1.2m x 2.4m Area				
	Wall height 2m Roof height 2,4m				
1	2 opening glass windows to open externally– 0.620m x 0.920m	each			
2	1 fixed toughened window in door – 0.410m x 0.610m	each			
3	0.8m wide x 1.8m high door and should be lockable	each			
4	Colour-plus steel framed floor with shutter-board should be strong enough to hold a person weighing 200kg maximum weight/m2	sum			
5	6 Adjustable legs should be made of steel	each			
6	Chalk/cream white colour walls with a blue roof	each			
7	Should have a foundation for different conditions preferably Concrete Precast	each			
8	Roof should be preferably made of metal steel with pop rivet to hold it in place	sum			
	Should have guarantee from manufacturer/supplier in terms of structural integrity				
	The suppliers should be certified to produce and make these type of structures				
The total of the Prices (excluding VAT):					

C3: Scope of Work

C3.1 Works Information

Eskom Eastern Cape province needs to install hotlines at various facilities to provide customers access to Eskom services via the Eskom Contact Centre.. The objective is to provide convenient, no cost access to Eskom.

1. Description of the *works*

The scope includes manufacture, supply, delivery and installation of huts as specified below:

1.1 Scope of *works*

METHOD STATEMENT attached

2. Drawings

Drawing number	Revision	Title

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

4. Constraints on how the Contractor Provides the Works

The manufacture, supply, and installation of the hotline kiosks on various sites in Eastern Cape Operating Unit within the Cape Coastal Cluster

4.1 Meetings

Regular meetings of a general and Legal nature shall be convened and chaired by the *Project Manager/Project co-ordinator or representative so delegated by Eskom Holdings SOC Limited. As part of the contractor's responsibility with an objective of minimizing the adverse effects of risks and surprises for both Parties, meetings shall be held at reasonable times as defined OHS act as follows:*

Title and purpose	Approximate time & interval	Location	Attendance by
Kick-Off Meetings		On site	e.g. PM, Contractor, Supervisor, and _____
Risk register and compensation events	Weekly on at		
Overall contract progress and feedback	Monthly on ___ at		e.g. Employer, Contractor, Supervisor, and
Technical Site Meetings			
Health, Safety & Environmental Meetings			
Community based Meetings			

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

4.2 Use of standard forms

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC template and urgent contractor meetings can be in the form of sms and as outlined on core clause 13 of the NEC3 ECSC.

The use of sms's, emails does not override the use of applicable and relevant NEC3 ECSC standard templates, forms and Eskom Holdings SOC Limited procedures.

Note: It is the contractor responsibility to acquire and familiarize themselves with the NEC3 ECSC

4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. These records are to be kept and how to be accessed by the *Employer*.

4.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If applicable:

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.6 BBBEE and preferencing scheme

The “PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS” is applicable as described under the “Invitation to Tender” section.

4.7 Facilities to be provided by the Contractor

The *Employer* will provide access to site, water, and electricity. The Contractor shall provide everything else necessary for providing the *Works*.

4.8 Title to material from excavation and demolition

The Contractor has no such title. All equipment and materials dismantled to be stored inside the Contractor’s site camp. Disposal of this equipment and materials to be liaise with the Asset Disposal Officer – Regeba Kamroodeen at 031 710 5674.

4.9 Design by the Contractor

The Contractor will supply the Employer with a final design document compiled detailing the scope of work to be executed on the project as well as Project Drawings.

4.10 Cataloguing requirements by the Contractor

All material is to comply with the Eskom Approved Manufacturer’s. Any non-standard material items are to be approved by Eskom Holdings Limited before use on the project. Acceptance sampling is to be carried out on receipt of material on site in order to inspect the outward condition of the material item.

5. Requirements for the programme

The contractor shall submit his construction program in terms of the conditions of contract. This program shall be submitted according to Part one – Data provided by the Employer (Time).

Any programme, which is going to be used to assess delay and disruption during the course of a project, must be prepared in a manner, which most accurately and clearly expresses the intention of the Contractor.

The programme prepared at the beginning of the project should therefore be:

1. Realistic and capable of achievement.
2. Based on available information; with
3. Assumptions clearly defined; and
4. Supported by a method statement identifying the contractor’s construction logic.

This Programme may include but not limited to the activities as delivery, completion date.

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

There are no constraints associated with gaining access to and doing work on the *sites*.

2. Ground conditions in areas affected by work in this contract

The *Contractor* to make his own observations if likely to encounter when doing the work

3. Hidden and other services within the *site*

Unless stated somewhere no underground or other hidden services which the *Contractor* may encounter whilst doing the work.

4. Details of existing buildings / facilities which *Contractor* is required to work on

If work is to be carried out on existing buildings or facilities Site Information would be the 'as-built drawings' of those buildings or facilities.

GOGO Narrative- CNC Hot Line Kiosk Telephone METHOD STATEMENT

The project is aimed at strengthening the Eastern Cape Operating Unit's relationship with customers by making the telephony channel more accessible to customers. Customer kiosks equipped with hotlines will be installed at fourteen Eskom sites to provide customers with access to Eskom services via the Contact Centre at no cost to the customer. This aligns with Customer Centricity and improving the Customer's experience

ACCESS:

CNC has access control since the cubicles are to be placed inside the Eskom boundary.

Mitigations

- Induction training of both staff and visitors required.
- Identify the risk involved and mitigate.

SCOPE OF WORK

- Procure materials and assemble Kiosks as per drawing ER00000:
 - 1,2m x 1,2m Hut with a 1,2m x 1,2m Veranda Extension and Total of 1.2m x 2.4m Area
 - Wall height 2m Roof height 2,4m
 - 2 opening glass windows to open externally– 0.620m x 0.920m
 - 1 fixed toughened window in door – 0.410m x 0.610m
 - 0.8m wide x 1.8m high door and should be lockable
 - Colour-plus steel framed floor with shutter-board should be strong enough to hold a person weighing 200kg maximum weight/m²
 - 6 Adjustable legs should be made of steel
 - Chalk/cream white colour walls with a blue roof
 - Should have a structural integrity guarantee from manufacturer/supplier
 - Should have space to attach Eskom Logo on the side
 - Roof should be preferably made of metal steel with pop rivets to hold in place
- After assembly, Kiosks will be inspected by relevant stakeholders before acceptance and taken to relevant Substations for placement:
 - Should last longer than the normal steel type of security huts
 - Should be rust and maintenance free
 - Should be designed for south African conditions
 - Should be fire, vermin and pest proof
 - Should be weather resistant and ventilated
 - Should comply to environmental requirements

ESKOM BRANDING/LOGO

- Kiosk Branding/logo will be procured by Eskom and provided to the contractor for installation after the kiosk has been Quality checked and accepted.

CONSTRUCTION WORK

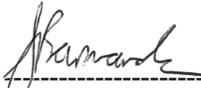
- Hot Line Kiosk to be placed in recommended area for each CNC
- CNC/Telecoms responsible to provide the Kiosk with a telephone and telephone line.
- Area minimum size to be of 2m x 3m (could be different from site to site).
- Always apply supervision.
- Alexandria CNC
 - The kiosk to be as close as possible to the kiosk of the Security, for them to lock it at night.
 - It must have its own access gate, so the public cannot enter the Eskom property where the CNC activities take place.
 - Will require supply and installation of fence and a pedestrian gate

GOGO Narrative- CNC Hot Line Kiosk Telephone
METHOD STATEMENT

- Cala CNC
 - Only requires branding
- Selected Area to be level for placement of Kiosk
- If selected area is not level as required, and no other area within the CNC is viable, then excavation will be required.
 - Excavation amount will be identified and determined at respective CNC

PLATFORM DESIGN

- The platform shall have a slope of $\pm 1:100$ across breadth of the site.



Shaun Barnard
NED Engineer

2025-01-10

Date

Appendix A: Generic Environmental Management Programme for Category 1 projects



ENVIRONMENTAL MANAGEMENT PROGRAMME

Project title: GOGO Narrative Eastern Cape

Project number: C.DS04074

Project scope: Supply, delivery and installation of Gogo Narrative structures comprising of Customer kiosks equipped with hotlines.

Engineering Designer: Shaun Barnard

Project Execution stakeholder: Jabulile Ramohlokoane

Project initiator (Customer services): Kanyisa Mtyalela

CNC/MEW/External contractor: TBA

Compiler Details: Vukile Vika

Signature: 

Date of Compilation: 14 January 2025

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1. General conditions

- 1.1 The Eskom project manager or co-ordinator shall be responsible for ensuring that the Eskom Customer Network Centre (CNC) Supervisor have been informed before any work is carried out on site.
- 1.2 No fences, gates or locks shall be damaged to obtain access into the identified Gogo Narrative position. Arrangements shall be made in advance to obtain permission for access with relevant landowner.
- 1.3 Use of private roads shall be arranged in advance. Any damage to roads shall be repaired at the contractor's expense and to the satisfaction of the affected part and/or Eskom CNC Supervisor. This shall be the responsibility of the project manager or co-ordinator.
- 1.4 Gates must be left as they were found, i.e., closed gates shall be kept closed and open gates shall be left open. Gates adjacent to properties or onto public roads shall be always closed. Any Eskom gates installed for the telephone kiosk shall be kept closed and locked, except during the telephone kiosk's operating hours. Open gates shall be guarded to prevent animals straying and unauthorised persons and vehicles entering the site camp or the Eskom CNC.
- 1.5 Written permission shall be obtained from the landowners before any water is used.
- 1.6 No fires shall be lit on private property. If fires are lit on Eskom's property or in the construction camp, provision shall be made that no accidental fires are started. No firewood shall be collected in the veld.
- 1.7 If activities that can cause a fire are carried out, fire extinguishers shall be available on site and in the construction camp.
- 1.8 No property may be accessed after normal working hours except with the permission of the landowner or Eskom CNC Supervisor. Privacy shall be respected at all times.
- 1.9 Eskom's contractors and their employees shall at all times be courteous towards, landowners, tenants and the local community.
- 1.10 Eskom's contractors and their employees shall not cause damage to property, crops or animals. Activities that may cause conflict with, landowners, tenants, the local work force or the local community shall be avoided. Should conflict arise it shall be immediately reported to the Eskom project manager or co-ordinator.

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- 1.11** Vehicles shall be driven at a moderate speed on private roads and stay within the statutory speed limit on public roads.
- 1.12** All movement of vehicles shall keep to existing tracks. No movement shall take place through the veld. Special care shall be taken to prevent excess damage during wet weather.
- 1.13** The Contractor shall be required to ensure that traffic along public roads are accommodated at all times and construction activities and deliveries do not interfere with the public road system. Should there be a need to undertake such work that may impact traffic the Contractor will ensure that all the required permissions have been obtained from the traffic authorities in writing. All the required signage and hazard warnings are to be put in place.
- 1.14** Access points to and from site as well as roadways in front of the site are to be kept clean and free from stone, sand and grit. These areas must be swept regularly.
- 1.15** If any vehicle should get stuck, the damage shall be repaired immediately so that no deep ruts remain.
- 1.16** Any damage to private property shall immediately be reported to Eskom and the owner of affected property. The damage shall be rectified immediately if possible and/or appropriate compensation shall be paid to the owner at the discretion of the project manager/co-ordinator in consultation with the property owner. A record of damages and rectifying action shall be kept. The landowner's satisfaction with the outcome of rectifying action shall be obtained in writing.
- 1.17** A proper system of waste management must be instituted in the construction site camp. This entails that sufficient labelled waste bins must be available on site and in the construction site camp. Waste generated on site must be disposed of at an approved landfill site and waste disposal slip must be obtained and retained in the Environmental File on site. No containers, scrap metal, conductor etc. shall be left on site.
- All scrap must be removed and taken to an approved landfill site or recycling facility and safe disposal slips or confirmation of recycling must be obtained and retained in the Environmental File. No oil, diesel or other chemicals must be spilled or discarded on site. If an accidental spill occurs, it must be reported immediately and cleaned to the satisfaction of the Project Manager or Co-ordinator.
- 1.18** Washing and toilet facilities shall be provided on site. The facilities shall comply with Eskom standards.

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- 1.19** The long drops/pit toilet may be used in cases where mobile toilets are not available. Should all other toilet facilities be inaccessible, human increment shall not be left in the field. No human increment shall be left anywhere near a watercourse under any circumstances.
- 1.20** Herbicides shall only be applied with Eskom's permission and in accordance with the Eskom standard on Herbicides **240-125477962**.
- 1.21** Camp and office sites shall be dismantled and removed after completion of the construction phase of the project. The site shall be rehabilitated to as close as possible to its original condition to the satisfaction of the landowner, which shall be in writing.
- 1.22** All excavations shall be enclosed to prevent animals or people from accidentally falling into excavations.
- 1.23** All protected plants or trees must be deemed as "No-go" area and must be barricaded throughout the construction phase. Eskom Land Development and Environmental section must be contacted should there be a need to cut or remove trees. Permits shall be obtained for the cutting and removal protected trees.
- 1.24** Should any natural heritage object be found, or exposed during excavations, all work shall be terminated immediately, and the finding reported to the Project Manager who shall inform the Eskom Environmental Officer and the Heritage Resources Agency. Refer to Annexure C-Chance Find Protocol for further details on how to handle.

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TYPICAL MITIGATION MEASURES

ENVIRONMENTAL CONCERNS	MITIGATION MEASURES
AGRICULTURE	
Soil Compaction	<ul style="list-style-type: none"> - scheduling activities to times of the year when soils are least susceptible to compaction. - stop activities when ground conditions are poor. - use of equipment with low bearing capacity. - chisel ploughing.
Topsoil – subsoil mixing/soil rutting	<ul style="list-style-type: none"> - stop activity when ground conditions are poor. - use of equipment with low bearing capacity. - addition of manures to offset fertility loss. - removal of spoil and/or bentonite from foundation operations. - segregation of topsoil and subsoil.
Loss of livestock	<ul style="list-style-type: none"> - employ noise control measures near sensitive livestock. - clean-up construction materials which could be ingested. - compensation for lost injured livestock.
SOCIAL IMPACTS	
Mud and Dust	<ul style="list-style-type: none"> - wetting down dry soils. - chemical control of dust.
Aesthetics	<ul style="list-style-type: none"> - screen with natural or planted vegetation restoration. - addition of topsoil to gravel access roads. - clustering construction sites together

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Inconvenience	<ul style="list-style-type: none"> - select method of installation to suit the Eskom CNC conditions. - select timing of activity.
Heritage	<ul style="list-style-type: none"> - avoid heritage resources/features. - design measures to make facility less obtrusive. - protection by use of enclosures, barrier fencing, covering. - salvage in conjunction with ECPHRA. - relocation in conjunction with ECPHRA.
Tourism and recreation resources	<ul style="list-style-type: none"> - design measures to make facility less obtrusive of disruptive. - screening and restoration. - minimise noise and dust. - safety precautions to protect the public. - scheduling to avoid peak use periods.
WATER QUALITY	
Sedimentation of streams due to erosion from the right-of way.	<ul style="list-style-type: none"> - minimise use of slopes adjacent to streams during soils testing, construction, and maintenance. - maintain a cover crop. - retain buffers.
Stream bank erosion.	<ul style="list-style-type: none"> - retain shrubby stream bank vegetation and selectively cut or prune trees during line clearing/maintenance. - selective spraying of herbicides.
Impedance of natural flow streams/others surface waters.	<ul style="list-style-type: none"> - use and maintenance of appropriate stream crossing device.
Contamination of surface or ground waters through spills or leaks of toxic substances.	<ul style="list-style-type: none"> - spill control material and procedures readily available. - site selection where possible.

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Soil compaction/topsoil-subsoil mixing.	<ul style="list-style-type: none"> - avoidance of rutting by vehicles where possible. - construction timing. - use of gravel roads. - use of vehicles with low bearing pressures. - stop activities when ground conditions are poor.
Wind/water erosion.	<ul style="list-style-type: none"> - avoidance of areas with high erosion potential. - timing activities to the most stable ground conditions. - slope stabilisation. - mechanical erosion control. - vegetation erosion control. - re-compaction of trenches. - avoid trenching parallel to the fall of a slope.

Contamination by petrochemicals.	<ul style="list-style-type: none"> - spill control material and procedures made readily available.
FAUNA & FLORA	
Loss of habitat, breeding and/or food source for terrestrial wildlife.	<ul style="list-style-type: none"> - environmental mapping to identify sensitive areas. - avoidance of areas containing rare/endangered species. - construction and maintenance activities to be timed where possible to avoid peak breeding periods. - promotion of wildlife habitat through vegetation control. - avoid the filling of small wetlands.
Changes in composition of vegetation as a result of disturbance.	<ul style="list-style-type: none"> - construction timing to minimise soil disturbance. - restoration of soils to a stable condition.

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Removal or burial of stream bottom habitat and increased turbidity due to sedimentation.	<ul style="list-style-type: none"> - minimise erosion from the right-of-way by maintaining a cover crop. - mechanical erosion control. - minimise stream bank erosion by retaining shrubby bank vegetation and selective cutting, pruning of trees near watercourses. - installation of sediment traps when necessary.
Possible loss of wildlife/fish migration/travel routes.	<ul style="list-style-type: none"> - avoid filling small wetlands servings as staging areas for waterfowl migration. - Installation and maintenance of a proper stream crossing device. - time construction activities to avoid disturbance to migrating fish and wildlife or during breeding. - Follow Eskom standards for the application of herbicides near watercourses. - Preserve and/or augment existing natural corridor crossings; investigate tower placement to optimise clearances to preserve existing vegetation.

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Appendix C: Chance Find Protocol**Monitoring Programme for Palaeontology – to commence once the excavations / drilling activities begin.**

1. The following procedure is only required if fossils are seen on the surface and when drilling/excavations commence.
2. When excavations begin the rocks and must be given a cursory inspection by the environmental officer or designated person. Any fossiliferous material (plants, insects, bone, coal) should be put aside in a suitably protected place. This way the project activities will not be interrupted.
3. Photographs of similar fossils must be provided to the developer to assist in recognizing the fossil plants, vertebrates, invertebrates or trace fossils in the shales and mudstones. This information will be built into the EMP's training and awareness plan and procedures.
4. Photographs of the putative fossils can be sent to the palaeontologist for a preliminary assessment.
5. If there is any possible fossil material found by the developer/environmental officer then the qualified palaeontologist sub-contracted for this project, should visit the site to inspect the selected material and check the dumps where feasible.
6. Fossil plants or vertebrates that are considered to be of good quality or scientific interest by the palaeontologist must be removed, catalogued, and housed in a suitable institution where they can be made available for further study. Before the fossils are removed from the site a SAHRA permit must be obtained. Annual reports must be submitted to SAHRA as required by the relevant permits.
7. If no good fossil material is recovered then no site inspections by the palaeontologist will be necessary. A final report by the palaeontologist must be sent to SAHRA once the project has been completed and only if there are fossils.
8. If no fossils are found and the excavations have finished then no further monitoring is required.

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