

	Scope of work	Majuba Power Station
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Title: Annual service, calibration, repair and supply of spares for PAMAS SBSS particle count analyser for a period 5 years

Document Identifier: **559-573534837**

Alternative Reference Number: **None**

Area of Applicability: **Operating**

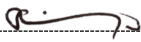
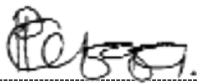


Functional Area: **Chemical Services**

Revision: **1**

Total Pages: **20**

Next Review Date: **January 2028**

Disclosure Classification: **Controlled Disclosure**

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Date: 21 January 2025	Date: 21 January 2025	Date: 21 January 2025	Date:

File name: Annual service, calibration, repair and supply of spares for PAMAS SBSS particle count analyser for a period 5 years

Template ID: 32-4 (Rev 13) Document template (for procedures, manuals, standards, instructions, etc.)

Formatted by: SM_CHEM 09/01/2025

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CONTROLLED DISCLOSURE

1. Introduction

This document provides a SOW, including the spares and consumables to be used when the Supplier conducts annual service, calibration, repair and supply of spares for the PAMAS SBSS particle count at the Majuba Power Station laboratory, SSB.

1. Supporting Clauses

1.1 Scope

1.1.1 Purpose

This document outlines the scope of work for Annual service, calibration, repair and supply of spares for PAMAS SBSS particle count for a period 5 years.

1.1.2 Applicability

This procedure applies to Majuba Power Station Chemical Services.

1.1.3 Effective date

Date of authorisation

1.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.2.1 Normative

[1] ISO 9001 Quality Management Systems

1.2.2 Informative

[2] None

1.3 Definitions

Abbreviation	Explanation
BBBEE	Broad Based Black Economic Empowerment
CSM	Chemical Services Manager

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KPI	Key performance indicator
ISO	International Standard Organisation
OEM	Original Equipment Manufacturer
PO	Purchase order
SOW	Scope of Work
TSC	Term Service Contract

Definition	Explanation
Planned Job observations	Observing if all steps of a task is being carried out to ensure procedures are accurate and being followed.

1.4 Roles and Responsibilities

- Contract Manager manages the Contract.
- Contract manager coordinates the execution of the SOW on site.
- Contract Manager conducts assessment.
- The Supplier complies to the SOW.
- The Supplier executes the SOW as stipulated in the NEC.

1.5 Process for Monitoring

- Audits (Internal and External)
- Assessments
- KPI

1.6 Related/Supporting Documents

- NEC TSC document

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2. Scope of Work

3.1. Description of the service

3.1.1. Executive overview

Provision of annual service, calibration to ISO 11171, repairs as and when required and supply of original spares and consumables for the PAMAS SBSS, serial no 320-1072.

3.2. Employer's requirements for the service

The *Contractor* performs the following as part of the *service*:

- Conducts service and calibration yearly. The *Contractor* should provide the calibration certificate that is traceable.
- Replaces instrument spares to be changed during servicing and calibration of the instrument period (yearly). The *Contractor* shall provide the job card or service report of the work done.
- Conducts repairs as and when required. The *Contractor* shall provide the job card or service report of the work done.
- Provides original spares and consumables on an as and when required basis. Spares that are used frequently should be on shelf to avoid delays in repairs.

3.2. Management strategy and start up.

3.2.1. Contractors plan for the service

Description of the Service

- The *Contractor* shall conduct service, calibration to ISO 11171, repairs, and supply of original spares of PAMAS SBSS Particle count analyser serial no 320-1072. All documentation needed as mentioned in **1.2** shall be provided to the *Employer*.
- The service and calibration are to be conducted at the Majuba premises, oil laboratory SSB.
- In cases whereby the *Contractor* needs to repair the analyser in their premises, they should indicate to the *Employer* and provide a DEMO where possible if the analyser will be offsite for more than four weeks.
- The *Contractor* shall be available for the repairs within 3 days starting from a day when a call out was initiated.
- Only service Technicians or Engineers that were trained by the OEM shall be allowed to conduct maintenance, calibration, and repairs on the PAMAS SBSS. Proof will be required.

Note that the contract will be an NEC, hence it is important for the Supplier to familiarise themselves with the NEC requirements.

3.3. Management meetings

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

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Title and purpose	Approximate time & interval	Location	Attendance by:
Assessment on Service as per program (for payment purposes and for planning and progress feedback)	As and when required	Majuba Power Station or MS Teams	<i>Employer & Contractor</i>

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. If the meeting was conducted on MS Teams, the meeting shall be recorded, and the recording shall be used as minutes of 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.

3.4. Contractor's management, supervision, and key people

The *Contractor* is allowed to use its own Organizational Structure and to provide its own Job profiles for providing the service to Majuba Power Station.

The *Contractor* must use service Technicians or service Engineers that have been trained by the OEM. Proof of competency to be provided.

Skill	Quantity	Competency	Experience
Service Technician/Engineer	ONE	Training provided by OEM on PAMAS SBSS (Repairs, troubleshooting, maintenance, calibration)	2 years or more
Service Technician/Engineer	ONE	ISO 11171 Requirements: hydraulic fluid power – calibration of automatic particle counters for liquids	2 years or more

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3.5. Provision of bonds and guarantees

Not applicable

3.6. Documentation control

General correspondence shall be in writing via e-mail.

Correspondence that relates to contractual conditions shall be written formally on a letter head of the organisation and addressed to the relevant person via e mail. Correspondence shall be done by the *Employer* to the *Contractor* unless formal delegation has been made.

3.7. Invoicing and payment

The *Contractor* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

The *Contractor* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

- The *Employer's* VAT Registration Number is: 4740101508
- Particulars included on the *Contractor's* Tax Invoice
- The name and address of the *Contractor*
- The date of the invoice
- An invoice number
- VAT registration number (*Contractor* and *Employer's*)
- Reference to Contract and/or Task instruction number
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
- A copy of the Assessment Certificate/Signed Task instruction

All invoices are to be addressed as follows:

Eskom Holdings SOC Limited - Majuba Power Station

Private Bag 9001

Volkstrust

REPUBLIC OF SOUTH AFRICA

2470

Attention: Financial Accounting

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or
Eskom Holdings SOC Limited - Majuba Power Station
Private Bag 9001
Volkstrust
REPUBLIC OF SOUTH AFRICA
2470
Attention: Financial Accounting

The *Contractor* attaches the below original Tax invoice to the *Employer* for assessment.

3.8. Contract change management

Not applicable

3.9. Records of Defined Cost to be kept by the *Contractor*

Not applicable

3.10. Insurance provided by the *Employer*

Not applicable

3.11. Training workshops and technology transfer

Not applicable

3.12. Design and supply of Equipment

Not applicable

3.13. Things provided at the end of the *service period* for the *Employer's* use

Instrument spares and consumables

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3.14. Management of Work Done by Task Order

This *service* is managed by the issuance of Task Orders by the *Service Manager*. The *Contractor* performs the instructed *services* against the rate-based task orders, using the rates in the Prices.

3.15. The *Employer's* SAP task order system

- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.
- The *Contractor* does not perform any work without a SAP task order accompanying the *Employer's* instruction to perform a Task.
- The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order for *services* to end after the *completion date* of the Contract.

To enable payment by the *Employer's* representative, the *Contractor* should submit the job card if it is a repair and a service report and calibration certificate when the annual service was conducted.

The *Employers* representative and the *Contractor* should sign the on-the-job card and service reports after the service is completed. Payment shall not be made when the work was not completed, did not meet the expectations and the documents are not submitted or signed by both parties.

3.16. Health and safety, the environment and quality assurance

3.16.1. Health and safety risk management

The *Contractor shall* comply with the health and safety requirements (7 Annexure C 3 OHS Tender Evaluation Low Risk, Annexure A Supplier Risk Category 240-77433139 and 240-73418055 MANUFACTURE OR LOW RISK SERVICES) and all these document will form part of the tender documents

3.16.2. Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints [Environmental Management Requirements for Contractors and Suppliers ENV/GEN/SPEC/01.

3.16.3. Quality assurance requirements

Contractor to provide service report and calibration for the service that has been conducted on the instrument, the certificate conducted should be traceable. The *Contractor* to also submit the job card for the repairs conducted on the instrument.

The *Contractor* must use the original spares when conducting the service.

The *Contractor* must use personnel trained by the OEM.

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3.17. Key Performance Indicator Table

KPA Description	Performance Measure/ Indicator	Target
Training records of Technicians, trained by OEM (PAMAS SBSS PARTICLE COUNT)	Proof of competency to be provided to the <i>Employer</i>	100%
Availability of original spares	Inventory list to be provided to the <i>Employer</i>	100%
Training on ISO 11171 requirements	Proof of competency to be provided to the <i>Employer</i>	100%
Not less than 2 years relevant experience	Proof to be provided to the <i>Employer</i>	100%

3.18. Criteria for user Specification

Where criteria for user specification is not met, the job was not completed, did not meet the expectations and specifications, payment shall not be made to the *Contractor*. Timelines to resolve the problem shall be agreed upon by the *Employer* and the *Contractor* and records shall be kept.

In situations whereby the criteria for user specification is not met because of normal situations, **Service Level Table for Low Service Damages** will be applied.

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Service Level Table for Low Services Damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	Spares unavailability	Spares that are used frequently should be readily available on shelf and provided as and when required.	5% of the total purchase order if the spare is delivered one week later, 7.5% of the total purchase order if the spare is delivered two to three weeks later and 10% of the total purchase order if a spare is delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order.
2	Call out for repairs	Contractor must report to Majuba within 3 days after being called out for repairs.	5% of the total purchase order shall be deducted if the Contractor is unable to send the Technician within 5 days.
3	Provision of a Demo instrument	Where practicable, the Contractor should provide DEMO.	5% of the total purchase order shall be deducted if the Contractor is unable to send the DEMO when an instrument takes more than 4 weeks to be repaired.

3.19. Procurement

3.19.1. Minimum requirement of people employed

Skill	Quantity	Competency	Experience
Service Technician/Engineer	ONE	Training provided by OEM on PAMAS SBSS	2 years or more

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		(Repairs, troubleshooting, maintenance, calibration)	
Service Technician/Engineer	ONE	ISO 11171 Requirements: hydraulic fluid power – calibration of automatic particle counters for liquids	2 years or more

3.19.2. BBBEE and preferencing scheme

The *Employer* as an organ of state is governed by the Preferential Procurement Regulations 2011 which stated that all contracts for Goods or Services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.

The following preference point systems will be applicable to all tenders

The use of the 90/10 system (90 (price) and 10 (BBBEE) preference point system for procurement greater than R1 M.

A two stage of tender evaluation will apply

- First stage

The use of functionality (technical evaluation) as a gatekeeper. Only *Contractors* who meet the functionality threshold will be further evaluated.

Where applicable a financial evaluation will be conducted by the *Employer* to further evaluate the financial viability of the *Contractor*.

Financial analysis will be conducted on all responsive and compliant tenders prior to the price and preference scoring.

- Tenders which do not meet the *Employer's* financial requirements will not be evaluated further.
- Second stage.

Contractors will be further evaluated in terms of their price and B-BBEE status level of contribution using the 90/10 preference point system:

90%	Price; and
10%	B-BBEE Status Level of Contribution

An approach involving cross functional teams will be taken during the evaluation of tenders to ensure that the best interests of the *Employer* are assured.

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Local Production and Content in terms of Regulation 9 of the Preferential Procurement Regulations
The Services is not covered under a designated sector.

- **Company Health and Safety**

The company must provide a Health and Safety plan by tender closing.

- **Functionality (Technical Evaluation)**

A weighted score-card approach is used to evaluate the technical compliance of the tenders against the specifications. The contractor will need to have a weighted score of 80% or more to qualify technically.

3.20. Subcontracting

The *Contractor* should inform the *Employer* when they have to subcontract services. The sub-contracted *Contractor* should comply fully to the SOW conditions.

3.21. Plant and Materials

3.21.1. Specifications

Tools, equipment, and vehicles are inspected prior to the commencements of, as well as during the duration of the contract.

3.21. Working on the Affected Property

The *Contractor* adheres to the *Employer's* procedure. Fitness for duty requirements for vendors and *Contractors* who are required to perform work inside the owner-controlled areas of Majuba Power Station. This document is not applicable to visitors.

3.21.1. Employer's site entry and security control, permits, and site regulations

As per Point 2.3 *Contractor's* management, supervision and key people

3.21.2. People restrictions, hours of work, conduct and records

All work will be performed during normal working hours, i.e. Monday to Thursday from 07h30 to 16h45, with a lunch break of 30 minutes, and Fridays from 07h30 to 12h30, with no lunch break. Additional hours may be required if emergencies occur (instrument breakdown after hours). This requirement should be catered for. It will be the responsibility of the *Contractor* to ensure that his employees are on time for work.

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3.22. Health and safety facilities on the Affected Property

3.22.1. Emergency mustering, accountability, and evacuation

Due to the nature of the Site, it is a requirement to have full accountability of employees at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on *site*. The accountability list shall be handed to the *Employer* each time a change occurs.

The *Contractor* will ensure that his *site* supervisor takes full responsibility of this requirement and that he and his employees are fully conversant with the mustering requirements as detailed in procedure 250-158605346 that can be obtained from the documentation group on *site*.

3.22.2. Health and safety on Site

Refer to SHE Specification for *Contractors* (which is available on request from the *Employer*).

Prior to work starting on the Site, the *Contractor* delivers his health, safety and environmental plan as required, in terms the Constructions Regulations promulgated under the of Occupational Health and Safety Act 85 of 1993, to the *Employer* for his acceptance. The *Contractor* does not proceed with any work on the *site*, until the plan has been accepted."

3.22.3. Occupational Health and Safety Act (OH&SA#85 of 1993)

- The Act is the governing law for all work and is complied with at all times.
- *Employee* protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Contractor*. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Employer*.
- The *Contractor* completes the Construction Regulations Checklist as per Appendix 3 within 4 weeks of the *starting date*.
-

3.22.4. Medical aid facility

First aid facilities are available on site.

Casualty facilities are available at hospitals within a 80km radius.

3.23. Environmental controls, fauna & flora

The *Contractor* ensures that all plant and materials, *services* and *work* supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications. Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced.

The *Contractor* shall take every precaution to avoid damage to vegetation within the area that falls outside the designated work areas. Any damage caused is to be repaired at the *Contractor's* expense.

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Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the *Environmental Officer*.

3.24. Laws and regulations to be complied with

Specific laws to be complied with:

The *Contractor* at his own expense the Protection of Information Act 84 of 1982 and in general with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the *Works* and as amended or replaced.

At the *site* the *Contractor* is at all relevant times under the authority of the *Employer's* Land Portfolio Manager for the purpose of giving effect to the provisions of the above clause hereof. Notwithstanding the afore said, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation, should the *Employer's* Land Portfolio Manager fail to act in any specific manner which makes him or the *Employer* liable in any way whatsoever.

The *Contractor* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor* transgression of the Act.

The *Contractor* complies with all relevant labour legislation and applies to the Ministerial Determination for working hours, and obtains approval prior to the commencement of any work on *site*. The *Contractor* submits the approval to the *Employer* for acceptance.

3.25. Cooperating with and obtaining acceptance of Others

Each Party is responsible for all dealings with government and local authorities relating to its role in terms of the contract and obtains and maintains at its own expense such permits, licences, and authorisations as may be required in this regard.

The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and or their employees who may be involved.

3.26. Records of Contractor's Equipment

All equipment and tools are subject to a security screening allowed on the Site. All equipment and tools are listed and specified before brought on Site. This list serves as evidence for removal permits upon Completion of the *works*. Vehicles are only allowed on Site if justification is provided to the *Employer* that such a vehicle is essential to Provide the Services.

3.27. Equipment provided by the Employer

Not applicable

Site services and facilities

3.27.1. Provided by the Employer

- Power
- Water
- Sanitation
- Medical Centre
- Kitchen facilities excluding food

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3.27.2. Provided by the Contractor

- *Contractor* provides its own transport.
- *Contractor* provides everything necessary for Providing the Service (tools, etc.)

3.28. Control of noise, dust, water, and waste

The *Contractor* shall execute the *works* in a manner that ensures dust and noise control measures and waste is disposed safely.

3.29. Hook ups to existing works

Not applicable

3.30. Tests and inspections

Not applicable

3.31. List of drawings

3.32. Drawings issued by the Employer

Not applicable

3.33. Activities to be performed before the Contractor's arrival at the Affected Property

3.33.1. Fraudulent Documents

The *Contractor's* employees that have presented fraudulent documentation are permanently denied access to the *Employer's* Affected Property.

3.33.2. False Declarations

The *Contractor's* employees that have made false declarations are permanently denied access to the *Employer's* Affected Property.

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3.33.3. Communications

All communication is addressed to the *Service Manager*. All communication makes reference to:

- the contract number issued by the *Employer* i.e. 4600.....;
- the title of the contract;
- the specific SC3 clause under which the communication is issued; and
- an unique letter reference number

3.33.4. Correspondence Numbers

The unique reference numbers to be used for written correspondence between the *Employer* and *Contractor* and vice versa is:

- from the *Employer* to the *Contractor*: 46600..... P/S 0xxx; and
- from the *Contractor* to the *Employer*: 46600.... S/P 0xxx with 466002... referring to the contract number and the next sequential letter (channel) number.

All documents transmitted to the *Employer* for review/acceptance/record/information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet. The title of each letter clearly summarises the purpose of the letter. All communications is faxed / hand delivered to the *Employer* and followed up with a confirmation e-mail. When these letters are submitted by means of e-mail, the title of the letter is reflected in the subject line and only one letter is submitted per e-mail.

3.34. Contract change management

The *Consultant* provides quotations for compensation events detailing the following items as a minimum:

- Introduction;
- Executive summary;
- Contractual basis of compensation event;
- Details of the compensation event;
- Assessment of compensation event;
- Conclusion;
- Accepted programme showing impact of delay or proving basis of compensation event; and
- Appendices.

3.35. Records of Defined Cost to be kept by the *Contractor*

In order to substantiate the Defined Cost of compensation events, the *Employer* requires the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant

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and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. The records must be kept in both electronic and hard copy, and must be issued to the *Employer* at the earliest possible time.

3.36. Equipment

The *Contractor* is required to supply all tools, spares and consumables to provide the Service. All tools and vehicles must comply with the *Employers* safety standards.

3.37. Things provided at the end of the *service period* for the *Employer's* use

3.37.3. Equipment

None

3.37.4. Information and other things

None

3.38. Management of work done by Task Order

As per Point 3.14

4. Acceptance

This document has been seen and accepted by:

Name	Designation
PL Johannes	Senior Chemist
PP Mgaga	Laboratory Technician
Zandile Tshabalala	Officer Documentation

5. Revisions

Date	Rev.	Compiler	Remarks
January 2025	1	S Mahlaba	First Issue

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6. Acknowledgement

None

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