

	Scope Of Work	Bulk Material Services
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1. Introduction

Eskom Rotek Industries (ERI), Bulk Material Services (BMS), holds a horticulture maintenance services contract with Generation Kusile Power Station. The responsibility for horticulture maintenance includes the Administration Buildings, Coal & Ash Management Offices, Coal Plant, Ash Plant, Units and Auxiliary, and Water Treatment Plant sections across various Eskom Power Stations.

1.1 Purpose

The purpose of this contract is to support horticulture maintenance in accordance with best horticultural practices, to provide safe open spaces, and to support the sustainability of environmental resilience at the station.

1.1.1 Applicability

This document is applicable to Kusile Power Station and shall be effective from the date of authorization.

2. Normative/Informative References

The parties using this document shall apply the most recent edition of the following documents and any additional site-specific documents.

2.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] OSHAS 1800 Safety Management Systems
- [3] Occupational Health and Safety Act and Regulations (85 of 1993)
- [4] 36-681_Generation Plant Safety Regulation
- [5] 240-62196227_Eskom Life Saving Rules
- [6] 32-95_Environmental, Occupational Health and safety Incident Management Procedure

2.2 Informative

- [7] Criminal Procedures Act 51 of 1977
- [8] National Road Traffic Act 93 of 1996
- [9] Labour Relations Act 66 of 1995
- [10] Basic Conditions of Employment Act 75 of 1997

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2.3 Definitions

Description	Definition
Appointed Contractor	Means a contractor appointed by the principal contractor.
Appointed Person	A person who has been authorised in terms of 36-681_Generation Plant Safety Regulation to: (i) Determining appropriate and effective isolations for the anticipated work to be carried out safely. (ii) Ensuring that the isolation and de-isolation on the plant covered by a permit to work is effectively carried out taking health and safety precautions into account. (iii) Issuing of prepared permits once all the associated test certificates are available and the required risk assessments have been presented to the appointed person by the responsible person for review in terms of these regulations.
Baseline Risk Assessment	(32-520) baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business
Contractor (includes appointed contractor)	means an employer as defined in section 1 of the Act who performs contract work and includes principal contractors
Competent Person	(OHS Act) means any person having knowledge, training, experience, and qualifications, specific to work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995).
Danger/Dangerous	Means a condition/substance that constitutes a risk of personal injury, impairment of health, or death
Employee	(OHS Act) means, subject to the provisions of subsection (2), any person who is employed by or works for an employer and who receives remuneration or who works under the direction or supervision of an employer or any other person.
Employer	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her but excludes TES (ex. labour broker) as defined in section 1(1) of the Labour Relations Act.
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people.
Permit To Work	Means the printed form containing sections entitled application, permits to work, suspension, suspension revocation, clearance and revocation, and used for the authorisation of all work to be carried out on the plant in terms of these regulations.

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Plant	Means structure, machinery, low voltage electrical equipment or equipment which does not fall within the scope of the Operating Regulations for High-voltage Systems, and excludes, mobile, portable lifting equipment, domestic circuits, appliances and tools.
Responsible Person	Means a person who has been authorised in terms of these regulations to be responsible for ensuring that the work on the plant covered by a permit to work can be carried out and executed taking health and safety precautions into account and within the terms of 36-681_Generation Plant Safety Regulation
Safe/Safely/Safety	Means a condition not posing any danger, an activity that can be carried out without danger, or protection against danger.
Shall and Should	The word “shall” is to be understood as mandatory and “should” as recommended.
Skilled Person	Means a person who has been trained, has adequate knowledge for the task at hand and declared competent in writing.
Supervision/Supervise	Means to oversee the actions of a person(s) to such an extent as to prevent any dangerous act, as far as reasonably practicable. Such a supervisor must be trained in risk assessment techniques and be able to understand the dangers / hazards associated with the task and who has the authority to ensure that precautionary measures taken are implemented.
Visitor	Any person visiting a workplace with the knowledge of, or under the supervision of, an employer.

2.4 Abbreviations

Abbreviation	Explanation
CSY	Coal Stock Yard
LAR	Limited Access Register
ERI	Eskom Rotek Industries
OHSACT	Occupational Health And Safety Act
OEM	Original Equipment Manufacturer
RP	Responsible Person
PPE	Personal Protective Equipment
PTW	Permit To Work
H&S Rep	Health and Safety Representative

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Abbreviation	Explanation
-	-

3. Supporting Clauses

3.1 Scope (Horticulture)

The scope of work includes the provision of horticulture maintenance services on an "as and when required" basis for a period of 60 months at Eskom Rotek Industries (ERI) Bulk Material Services (BMS) sites, such as Kusile Power Station. This all-inclusive industrial contract covers the provision of labor, materials, transport, and necessary equipment maintenance. Tasks include pest control, weed eradication, veld grass cutting, indoor plant maintenance, litter collection, pavement cleaning, and the upkeep of landscaped areas, as well as long-established gardens.

3.1.1 Sites generic scope

Mowing and Trimming

- Mowing, trimming, brush cutting, and cleaning must be performed regularly to ensure uniformity and an acceptable appearance. The number of maintenance sessions may vary based on climatic conditions.
- Road corners should be kept clear of overgrown grass to ensure safety. Mowing and trimming activities should be scheduled according to the service calendar, weather permitting, to achieve a clean, groomed look.
- Grass may need scarifying or cutting during winter. Trees and grass along the road, at the security building, boreholes, ash dump, paved areas, gravel roads, and conveyor belts will be continuously maintained, fertilized twice a year.

Edging

- Grass areas adjoining buildings, trees, sidewalks, and other obstacles should be edged mechanically. Weed killer should only be used where needed, such as along fences.

Bed Cleaning

- Beds must be cleaned to maintain neatness and aesthetics. Exposed soil must be free of weeds and foreign objects. Mulched beds and those covered with groundcovers need periodic trimming to stimulate new growth.

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Irrigation

- An automatic sprinkler system will be used for the watering of new plants and during dry spells.

Weed & Pest Control (Manual & Chemical)

- Weed eradication methods will be determined in collaboration with Eskom, following professional garden practices. Herbicides must not harm the soil or plant life. The necessary certificates for herbicide application must be presented to the Environmental Officer, and only approved products will be used.

Pruning

- Trees, shrubs, and plants requiring annual or periodic pruning will be identified and scheduled by the Supplier and Contract Manager. Priority will be given to trees obstructing roads or posing safety risks.

Raking and Sweeping

- Garden debris, such as leaves and twigs, will be collected and removed daily. All garden waste will be transported to the Ash Dump.

Management of Litter

- Litter will be picked up and disposed of in designated bins. The frequency of litter collection will increase during outages to accommodate higher site traffic.

Garden Refuse Uplifting and Removal

- Garden refuse generated by the Supplier will be transported to the Ash Dump for disposal. Larger plant debris must be cut into smaller pieces for efficient disposal.

Top Dressing and Levelling

- The Supplier will provide suitable, weed-free topsoil for areas requiring filling or levelling.

Upgrading and Landscaping

- Areas designated for upgrades or landscaping will be identified by Eskom, and quotes will be submitted for approval before work commences.

Replacement of Plants/Tree Planting

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- The Supplier will replace any dead plants or trees within the landscape. Uncontrolled herbicide application or improper handling of plants that results in damage will require the Supplier to replace the plants at their cost.

Firebreak Maintenance

- Firebreaks will be maintained according to Eskom's specifications, which may include ploughing, bulldozing, or scraping. The Supplier will ensure the required width of firebreaks (at least 10m) is maintained.

Alien Plants, Weeds & Pest Control

- Alien plants and weeds will be eradicated using approved methods in accordance with statutory requirements.

Planting of seeds at the Ash Dump

There is a seasonal requirement of planting of seeds at the ash dump. The list of seeds to be planted will be provided by the environmental department. This item will be treated as a compensation event if required.

3.1.2 Record Keeping

- The Contractor must maintain monthly records of all maintenance activities and provide them to the Employer or Service Manager upon request.

3.1.3 Equipment and Machinery Supply and Maintenance

- All equipment and machinery as indicated on the BOQ must be supplied by the Contractor. These must be suitable for use in an industrial environment and maintained regularly.
- Vehicles must always remain roadworthy and be capable of carrying the loads specified in the service agreement. The Supplier is responsible for conducting monthly maintenance and safety inspections on all vehicles, machinery, tools, and equipment to ensure continuous service delivery. Inspection sheets must be available for verification monthly. All records and connections must be kept in good condition, and any old or damaged components should be replaced immediately. Damaged equipment must be taken out of service right away and clearly tagged as "Out of Order."

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3.1.4 Special Events

For events such as Arbor Day, the Supplier will provide necessary plants upon Eskom's request.

3.2 PERFORMANCE SPECIFICATION

- Employees must be in good mental and physical health to work an average of 9-hour shifts.
- Overtime may be required per operational needs.
- Supervisors must have a Grade 12 qualification and at least two years of horticultural or landscaping experience.

3.2.1 Working times

- Work hours will be based on a day shift schedule.
- Shifts will be either 8 hours or 12 hours to cover the 24-hour day, with start times varying from site to site.
- Overtime will be paid in accordance with the current directive, capped at 64 hours per month.
- The Supplier must arrange for coverage in the event of employee leave, at their own cost.

3.3 Roles and Responsibilities

3.3.1 Key Personnel Minimum Requirements

3.3.1.1 Supervisor

- Horticulture, Nature Conservation or Environmental certificate or qualification
- Supervisory Skills
- Knowledge of Safety, Health, Environmental and Quality Management Systems
- Report writing skills
- Computer literate
- Communication skills
- Incident investigation skills
- The supervisors to be available at all times.

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- Driver's licence

3.3.1.2 SHE Officer

She officer must have the following Qualifications and experience

- Safety Management Diploma OR SAMTRAC
- Knowledge of Safety, Health, Environmental and Quality Management Systems
- Job observation
- Report writing skills
- Computer literate
- Communication skills
- Incident investigation skills

Key personnel

Personnel must be able to communicate in English or have a sufficient understanding of the language. The Supplier is responsible for ensuring that all personnel working under this contract are adequately trained to operate all types of equipment before the commencement of the contract. The Supplier and staff must always conduct business in a courteous and professional manner

4. PPE

4.1.1 Required PPE (Specification to be supplied under SHEQ)

The Contractor shall supply staff with the necessary PPE, including headgear, goggles, reflective vests, safety boots, gloves, and dust masks (appropriate to their tasks and functions) while on duty, ensuring that it is worn at all times. The PPE should clearly display the name of the Supplier, allowing staff to be easily identified from other service providers, Kusile Power Station personnel, and others. ESKOM reserves the right to order the immediate removal of any staff member who fails to adhere to this requirement. Inspections will be conducted in accordance with the PPE procedure. The PPE must be always kept clean and in good condition. All employees must be provided with the required PPE, as determined by the Risk Assessment, Safety Data Sheets (SDS), and other legal requirements, to protect them from hazards associated with the tasks they perform or the environment in which they work.

All specialised PPE will be provided by ERI.

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4.1.2 Required Tools/Resources

- All operational staff must possess individual competency for the tools used in their trade. This is a minimum requirement for the contract in terms of skill level.
- The employer will provide additional tools and workshop facilities necessary for the contractor to execute the scope of work in a quality, timely, and cost-effective manner.

5. Operating methodology

The site will provide operating philosophies that incorporate the contractor's operational methodologies and strategies, in accordance with site-specific requirements.

6. Management strategy and start up

6.1 The *Contractor's* plan for the service

Operations services schedule to be supplied by the Contractor after they have been given the maintenance plans by the employer.

6.2 Management meetings

There will be a monthly meeting for the *Contractor* with the *Employer* held at the *Employer's* premises where contract issues will be discussed i.e. monthly report form the *Contractor* which will include safety meetings, call-out report, incident report and any other issues relating to the service being delivered. The following meetings are to be attended by the *Contractor's* Supervisor:

- Safety meeting (once a month / as and when required)
- Contractor's meetings (to be specified)
- Assessments meetings (end of the month on the 25th)
- Any other meetings relating to the *Contractor's* outputs or necessary for business continuity.
- Risk register meeting with the client.

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

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6.3 Contractor’s management, supervision, and key people

The *Contractor’s* staff structure – supervisors and workforce is to be submitted in the form of an organogram. The employer must approve any changes to such staff structure, and after the approval the contractor shall submit an updated staff structure.

The *Contractor* shall provide a competent representative to be available on site during all normal working hours (Supervisor).

The Contractor’s representative will be required to keep the time sheets which are required, signed at the end of each month.

NB: The Contractor’s representative will assume the role of a supervisor or lead for this contract.

6.4 Documentation control

The service provider shall submit all proof of purchase, SHE bin certificates, time sheets and delivery note to the employer for assessment. Cleaning control sheets to be signed after each cleaning is completed.

6.5 Invoicing and payment

Invoicing and payment turnaround time is 30 days. Assessments are to be conducted from the 26th of each month.

6.6 Contract change management.

Task Order form to be used when work within the service is instructed to be carried out within a stated period. A task Order will be sent to the *Contractor* via an email. In the case of a compensation event, the *Contractor* must give the *Employer* an early warning and a quotation for the total costs, must be submitted electronically by the *Contractor* for that compensation event by email.

6.7 Records of defined cost to be kept by the Contractor

All hours worked by the *Contractor* will be done so on approval by the *Employer*. Timesheets will be submitted to and kept by the *Employer* on a weekly basis, and these will be used for assessment purposes.

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6.8 Training workshops

- Any training required by the *Employer* will be provided e.g., Ethics, HIRA, etc however any other training additional that the *Contractor* will need, the training costs will be for the *Contractor*. Training may not be conducted during working hours unless permission is given by the *Employer*.
- The *Contractor* will be trained during the Job Specification Induction training that will be provided by the *Employer* at the beginning of the contract. The *Contractor* may also be trained during Work Stoppages and any other training as per employer's requirements.
- The following training is necessary for the Supervisor and Team leaders. The cost will be for the *Contractor*:
 - Safety, Health and Environment Representative (SHE Rep.)
 - Applying SHE Principles and Procedure
 - Hazard Identification and Response
 - First Aid level 1

5. Health, Safety, Environment and Quality assurance

5.1 Health and safety risk management

The *Contractor* shall always comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Contractor* shall, when coming on site always abide by the Lifesaving Rules and hygiene protocols. These will be provided by the *Employer* on the start of the contract. The *Contractor* shall also abide by Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.

The *Employer* follows an accident/ incident prevention policy that includes the investigation of all accidents/ incidents involving personnel and property. This is done with the intention of introducing control measures to prevent recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. Refer to 32-95_Environmental, Occupational Health and safety Incident Management Procedure

The *Contractor* implements a safety plan and maintains the safety system until completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Project Manager* has the right to stop the *Contractor's* work activities which, in the opinion of the *Project Manager*, is un-safe. The *Contractor* may only continue with work activities when all

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safety deficiencies have been corrected to the *Service Manager’s* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

5.2 Environmental constraints and management

The *Contractor* shall comply with ERI management system. This includes the identification, collection, storage, transportation, and disposal of waste. Hazardous waste shall be disposed of in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the project manager as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

NB: In cases of inclement weather, the Project Manager will assess the risk of continuing with the works. When it is unsafe to continue, the Project Manager will stop the works and payment will be per the work covered in this instance.

5.3 Quality assurance requirements

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the *works*. The system, will as a minimum, comply with the provisions of the ISO9001 series. The system will be to the *Employer’s* satisfaction and will be accepted prior to the commencement of any work on site. The *Contractor* will be subject to self-assessments by the *Employer* in order to ensure compliance with the system. Any deviations will be corrected to the *Employer’s* satisfaction.

The *Project Manager* has the right to stop the *Contractor’s* work activities which, in the opinion of *Project Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Project Manager’s* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* ensures that all plant and materials for the *works* are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will work according to the *Employer’s* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

The employer shall evaluate, control, and monitor the performance and effectiveness of the Contractor.

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6. Procurement

6.1 People

Eskom Holdings Limited's requirements regarding employment of unskilled or semi-skilled workers are as follows:

- ERI requires that during recruitment of unskilled or semi-skilled labour, a contractor should make every effort to employ minimum target of 100 % suitable candidates from all disciplines from the local community and will only resort to other avenues if the local community cannot provide the required resources.
- The contractor will be required to pay rates as per the Metal and Engineering Industries Bargaining Council (MEIBC). The rates can be found on the MEIBC website.

6.2 Plant and Materials

6.2.1 Correction of defects

If there is part of work that the *Employer* is not happy with, this will be indicated to the *Contractor* and will have to be rectified by the *Contractor* immediately where reasonably possible or within 5 working days after the defect was reported.

6.2.2 Plant & Materials provided by the *Employer*.

- a. Water and Electricity
- b. Lighting and Ventilation
- c. Ablution facilities
- d. Sitting facilities
- e. Kitchen facilities
- f. All required tools
- g. Specialised PPE

NB: The *Contractor* will be responsible for their meals, own accommodation and transport to and from the place of work.

7. Working on the Affected Property

Under no circumstances will the *Contractor* do the work without proper PPE. The Supervisor on the *Contractor's* side will make it his duty to make sure that this is properly addressed.

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

The *Contractor's* access to site shall be in line with the Site access procedure. The *Contractor* shall be required to make an application for his employees to enter site for the duration of the contract, including defects period. The permits shall only be issued once the *Contractor's* employees have attended the safety induction training and have undergone medical checks. The safety induction will be for the *Employer's* account. The medical checks will be for the *Contractor's* account.

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

The *Contractor* will carry out the *Works* on an 8-hour basis. Work on Saturdays, Sundays and Public Holidays will be as and when required.

7.3 Records of Contractor's Equipment

The *Contractor's* Supervisor should keep record of all the equipment used by the *Contractor*. The *Contractor* is responsible for the safe keeping of all their equipment.

7.4 Control of noise, dust, water and waste

The contractor must supply their own dust masks and cloth masks as part of PPE. Drinking water is available on site as well as waste bins for disposing waste.

8. List of drawings

N/A

9. Acceptance

This document has been seen and accepted by:

Name	Designation
Msingathi Qwaka	Operations Manager
Ntwanano Makhubele	HOD
Simon Makunyane	Senior Mechanical Engineer

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10. Development Team

The following people were involved in the development of this document:

- Phephile Shongwe
- Mandla Mtshali
- Msingathi Qwaka
- Lesiba Mello

11. Acknowledgements

None

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