

Mookodi extension & 1st 500MVA Transformer: stringing & cabling

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER’S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

Mookodi 400/132kV Substation is located outside Vryburg in the North West province. The substation is linked to the Transmission grid through Ferrum and Mercury substations via the 400kV lines that connect to the 400kV Busbar. At present the Mookodi substation is supplying the Vryburg Munic and Bophirima substations. Mercury substation supplies Mookodi, which then supplies Ferrum substation. A line reactor is installed on the Mercury line. There is also the Waterloo IPP that feeds into Mookodi substation.

The Department of Mineral Resources and Energy released the 2019 Integrated Resource Plan (IRP 2019) in October 2019. The IRP 2019 will see around 6 GW of new solar PV capacity and 14.4 GW of new wind power capacity commissioned by 2030. The 2020 TDP Generation Assumptions allocated generation capacity across the country in line with the IRP 2019. Due to the favourable sun and wind in the Northern Cape, the province has around 3.3 GW of committed renewable generation with over 10 GW expected by 2030.

The study has highlighted the need for substantial infrastructure investment and the business is required to respond to the aggressive plans for the country to achieve a diversified energy mix by 2030. In this light, it is crucial that all project development activities are prioritised on each of the required project schemes, at least to a point of execution readiness. The minimum strengthening required in the North-West and Limpopo Province to meet the IRP 2019 renewable generation integration aspirations is summarized in the Grid Planning report GP-21/15.

In fact, the Mookodi Substation capacity will be insufficient to accommodate the full 825MW generations expected to be installed at the substation. Given the load forecast and generation forecast for Mookodi substation, it is foreseen that Mookodi substation will require an additional 500MVA Transformer by 2025.

The primary objective of the project is to install first 400/132/22 kV 500 MVA transformer and a 22/0.4 kV auxiliary transformer, cater for a spare 500MVA transformer bay, 4 x 400kV spare feeder bays and 9 x 132 kV spare feeder bays. Hence extend both 400kV and 132kV yard terrace and extend both 400kV and 132kV busbars in the north-western and south-western directions.

Mookodi extension & 1st 500MVA transformer Cable and Stringing is at Northwest Grid (Vryburg & Mookodi Substation). Unemployment is high and requires contractor to consider creation of jobs and business opportunity where possible. Contractor must take note that there will be required to exit site at some point to allow other work to be done before they can return to proceed with their scope. Part of the work is outage based as all work should be carried out under dead conditions, based on the scheduled outages. Primary and secondary plant work is for erection and mounting of the new junction boxes and VT JB structures. Cabling and terminations of cables between primary plant equipment (Isolators, Breakers, CTs and VTs) junction boxes and the protection scheme. String equipment and put droppers as required, Removal and reinstatement of yard stones and trench covers to lay and remove control cables. Dismantling and decommissioning of primary and secondary plant equipment where required. Positioning and erection of the new protection scheme panels. Also do Earthing of newly installed primary and secondary plant equipment as per earthing standard.

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High level Project Scope of work (Primary Plant and secondary)

All primary & secondary as details in BOQ and designs.

Note that this document must be used in conjunction with the design drawings as well as all specifications, procedures, guidelines and standards mentioned therein. Work will be performed in a live substation, and therefore all necessary safety procedures and precautions must be adhered to. The engineering scope of work for this project includes the following:

High level Project Scope of work

The primary objective of the project is to install first 400/132/22 kV 500 MVA transformer and a 22/0.4 kV auxiliary transformer, cater for a spare 500MVA transformer bay, 4 x 400kV spare feeder bays, 2 x 400kV Busbar Reactor bays and 9 x 132 kV spare feeder bays. Hence extend both 400kV and 132kV yard terrace and extend both 400kV and 132kV busbars in the north-western and south-western directions. The existing fences and will be dismantled and relocated. The access control building will be relocated.

The high-level scope of work for the 400kV system is as follows:

- Extend 400kV Busbar 1 and Busbar 2 in the north eastern direction to install a Bus Coupler A and Busbar 1 Bus Section 1, and to cater spare bays for Transformer 11, Feeder 1, Feeder 6, Busbar Reactor 12 and Busbar 2 Bus Section 1.
- Extend 400kV Busbar 1 and Busbar 2 in the south western direction to install first 500 MVA Transformer 14 and to cater spare bays for Feeder 4, Busbar Reactor 11 and Feeder 5.
- Establish Transfer Busbar by extending existing Bypass Busbar 2.
- Transfer Bus Coupler A will be installed in the existing spare Busbar Reactor 11 bay.
- Install 400kV Transformer 14 bay
- Install 1 x 500 MVA 400/132/22kV YNaOd1 Auto Transformer.
- Install 1 x 315 kVA 22/0.4 kV Dyn11 Auxiliary Transformer
- Install 400kV Bus Coupler A
- Install 400kV Transfer Bus Coupler A
- Equip 400kV Busbar 1 Bus section 1
- Decommission existing Busbar 1 Earthing Switch placed in the Busbar 1 Bus Section 2 Future Bay
- Install Busbar 1A CVT

The high level scope of work for the 132kV system is as follows:

- Extend 132kV Busbar 1 and Busbar 2 in the north eastern direction to install Bus Coupler A and to cater spare bays for Transformer 11, Feeder 1, Feeder 12, Feeder 13 and Feeder 14.
- Extend 132kV Busbar 1 and Busbar 2 in the south western direction to install Transformer 14 and to cater spare bays for Feeder 8, Feeder 9, Feeder 10, Feeder 11 and Capacitor 13.
- New spare feeder bays are built with bypass facility
- Existing spare feeder 3 will be the ninth spare bay under this project
- Install 132kV Transformer 14 bay
- Install 132kV Bus Coupler A
- Equip 132kV Busbar 1 Bus section 2
- Decommission existing Busbar 1 Earthing switch placed in the Busbar 1 Bus Section 1 Future Bay
- Install 132kV Busbar 1B VT

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1.2.Detail Primary and Secondary Scope of Work

The following list includes the consolidated scope of work for substation mentioned above see table below:

3.1.1. SECONDARY PLANT REQUIREMENTS

Installation and cabling of secondary plant equipment are:

Cabling Work will be carried in the control room (132kV & 400kV) and HV yards (132kV & 400kV) where there is live apparatus and extra caution must be taken. Contractor is required to put new protection panels, pull cable and terminate cables on the allocated position in the control room. The contractor will find installed Secondary equipment Junction box (serious junction boxes like Plugbox, JB901, JB902, TDB1 & TDB2,etc). The contractor will find installed primary plant equipment (Power transformers, Current Transformers (CTs), Voltage Transformers (VTs), Isolators, Circuit breakers (CBs), Post Insulators (PIs), Line-traps, Conductors & clamps) in the HV yards as per drawings. The contractor will be free issued with Secondary equipment (Transformers schemes, Buszones, Bus coupler schemes and Bus section schemes,etc) for installation in the Control rooms as per drawings.

After all secondary plant equipment and primary plant equipment are installed per bay. Then the contractor must pull and terminate the cables as follows:

- From primary plant equipment (Power transformers, Auxiliary Transformer, Current Transformers (CTs), Voltage Transformers (VTs), Isolators; Linetraps & Circuit breakers(CBs) to Secondary equipment Junction box (various junction boxes like Plugbox, JB901, JB902, TDB1 & TDB2) according to drawings.
- From Secondary equipment Junction box (Plugbox, JB901, JB902, TDB1 & TDB2) to Secondary equipment (Transformers schemes & stats metering, Buszones, Bus coupler schemes and Bus section schemes) according to drawings.
- From Secondary equipment (Transformers schemes, Buszones, Bus coupler schemes and Bus section schemes) to Telecontrol (D400 & D20, IDF) according to drawings
- From Secondary equipment (Transformers schemes, Buszones, Bus coupler schemes and Bus section schemes) to AC/DC(220Vdc ,50Vdc and 220VAC ,380VAC) according to drawings
- From Secondary equipment (Feeder protection schemes) to Telecommunication (Fibre optic, fibre switching panel, PLC & NSD) if applicable.
- From Secondary equipment (Transformers schemes, Capacitor bank schemes, Bus coupler schemes and Bus section schemes) to 132kV, 88kV & 275kV buszones according to drawings
- Install labels on secondary plant equipment, the protection panels, Buszone panels, JBs, TDB, plug boxes, D400, D20, AC/DC, battery Charger, IDF, PLC and fibre switching panel according to free issued labels.
- Install labels on 132kV busbar and 400kV busbar and all primary plant equipment (Current Transformers (CTs), Voltage Transformers (VTs), Isolators & Circuit breakers (CBs)) according to free issued labels.
- Contractor to do earthing with flat copper (50x50mm) to all primary plant equipment and secondary plant equipment according to drawings and specifications.

3.1.1.1. 400KV SYSTEM

400/132/22KV Transformer 14

- Installation and cabling of 2x Panels for 6TA-2300-M1 Auto Transformer Protection with 1 x LoZ REF and 6TA-2300-M2 Auto Transformer Protection with 1 x HiZ REF & Measurements
- Supply and installation of DGA and Dry Keep to be included

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- Installation and cabling of 1 x 6JB#100
- Installation and cabling of 1 x 6JB#300
- Installation and cabling of 1 x 6JB#200
- Installation and cabling of 7x PIU
- Installation and cabling of Control
- Installation of Ethernet Switch, Patch Panels, Patch Boxes and Patch Leads
- Installation and cabling of 12 core MM Fibre Optic Cables with accessories

400kV Bus Coupler A

- Installation and cabling of Protection scheme 6BC-2210-M1 and M2 Bus Coupler Prot without Transfer with measurements
- Installation and cabling of 6JB-#100 Small Breaker PIU Junction Box with Main 1 and 2 PIUs
- Installation and cabling of Control Cables
- Installation and cabling of Control 2 x Fibre Patch Boxes (takes two fibres per patch panel) and Ethernet Switch

400kV Transfer Bus Coupler A

- Installation and cabling of Protection scheme 6BC-2310-M1 and M2 Bus Coupler Prot with Transfer
- Installation and cabling of 6JB-#100 Small Breaker PIU Junction Box with Main 1 and 2 PIUs
- Installation and cabling of Control Cables
- Installation and cabling of Control 2 x Fibre Patch Boxes (takes two fibres per patch panel), Ethernet Switch

400kV Busbar 1 Bus Section 2

- Installation and cabling of Protection scheme 6BC-2210-M1 and M2 Bus Coupler Protection with measurements
- Installation and cabling of 6JB-9100 Breaker PIU Junction Box with Main 1 and 2 PIUs
- Installation and cabling of Control Cables
- Installation and cabling of Control 2 x Fibre Patch Boxes (takes two fibres per patch panel) and Ethernet Switch

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**400V Transfer Busbar VT JB**

- Installation and cabling of 1x JB0602 Interface to new primary equipment

3.1.2. 132KV SYSTEM**132kV Bus Coupler A**

- Installation and cabling of Protection 6BC-2010 Bus Coupler Protection Single Panel with Transfer with measurements
- Installation and cabling of 6JB-9300 Small Breaker PIU Junction Box with Main 1 PIU
- Installation and cabling of Control Cables
- Installation and cabling of Control 2 x Fibre Patch Boxes (takes two fibres per patch panel), Ethernet Switch

132kV Busbar 1 Bus Section 1

- Installation and cabling of Protection 6BC-2910 Bus Coupler Prot Single Panel without Transfer with measurements
- Installation and cabling of 6JB-9300 Small Breaker PIU Junction Box with Main 1 and 2 PIUs
- Installation and cabling of Control Cables
- Installation and cabling of Control 2 x Fibre Patch Boxes (takes two fibres per patch panel), Ethernet Switch

132V Busbar 1A VT JB

- Installation and cabling of JB0902

3.1.3. COMMON YARD REQUIREMENTS**AC Reticulation**

- Installation and cabling of TDB Type 1

Control Room existing 400kV and 132kV Bus Zone

- Cabling to interface with the existing 400kV and 132kV Bus Zone scheme

Metering

- Installation and Cabling to Interface 1 meter point scheme (main & check) on the existing ITM panel

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**3.1.2. PRIMARY PLANT REQUIREMENTS**

Erection, earthing and Stringing of 400kV & 132kV Primary plant equipment are:

Once the new foundation and the steel are erected by the civil contractor and suppliers of equipment has erected their equipment per bay, contractor will be required to do the stringing of all the primary plant equipment. All work must be carried out under dead conditions, will be on a scheduled outage. The contractor will install free issued the Post Insulators, Surge arresters and Auxiliary. The contractor will be free issued with Conductors and clamps. The contractor will find installed primary plant equipment (Current Transformers (CTs), Voltage Transformers (VTs), Isolators, Circuit breakers (CBs), Post Insulators (PIs) and line-trap) in the HV yards as per drawings. Stringing per bays will be as follows per bays according to drawings:

- Contractor to do earthing with flat copper (50x50mm) to all primary plant equipment and secondary plant equipment according to drawings and specifications.
- Overhead wire to be installed to cover the new 132kV Tubular busbar.
- Erection, Earthing and string of following:

Item No.	Equipment	Description	Total	Erection	Earthing	Stringing
1	Current Transformer	400 kV, 25 mm/kV	12	X	X	X
2	Earth Switch	400 kV, single mech, 110 V dc, 25 mm/kV	1		X	X
3	Conventional Isolator	400 kV, single mech, RHES, 25 mm/kV	1		X	X
4	Conventional Isolator	400 kV, single mech, LHES, 25 mm/kV	1		X	X
5	Conventional Isolator	400 kV, single mech, 2ES, 25 mm/kV	3		X	X
6	Isolator, pantograph (set)	400 kV, 0ES, 25 mm/kV	2		X	X
7	Isolator, pantograph (set)	400 kV, 1ES, 25 mm/kV	2		X	X
8	Surge Arrestor	400 kV, 25 mm/kV	3	X	X	X
9	Post Insulator	400 kV, C6-1550, 25 mm/kV	30	X	X	X
10	Post Insulator	400 kV, C10-1550, 25 mm/kV	111			
11	Circuit Breaker (set)	400 kV, 3 ϕ ARC, 25 mm/kV	4		X	X
12	CVT	400/220V	3	X	X	X
13	Auto Transformer	400/132/22 kV, YNa0d1	1		X	X

Table 1: Prelim 400kV Bill of Material for Major Equipment

Item No.	Equipment	Description	Total	Erection	Earthing	Stringing
1	Voltage Transformer	132 kV, 25 mm/kV	3	X	X	X
2	Conventional Isolator	132 kV, LH ES, 25 mm/kV	1		X	X
3	Isolator, pantograph (set)	132 kV, 0ES, 25 mm/kV	1		X	X
4	Conventional	132 kV, 2ES, 25 mm/kV	2		X	X

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	Isolator					
5	Isolator, pantograph (set)	132 kV, 1ES,25 mm/kV	2		X	X
7	Circuit Breaker (set)	132 kV, 3 ϕ ARC, 25 mm/kV	3		X	X
9	Surge Arrestor	132 kV, 25 mm/kV	3	X	X	X
10	Current Transformer	132 kV, 25 mm/kV	9	X	X	X
11	Earth Switch	132 kV, 25 mm/kV	1		X	X
12	Post Insulator	132 kV, C6-550, 25 mm/kV	10	X	X	X
12	Post Insulator	132 kV, C10-550, 25 mm/kV	72			

Table 2: 132kV Bill of Material for Major Equipment

Item No.	Equipment	Description	Total	Erection	Earthing	Stringing
1	Surge Arrestor	22 kV, 31 mm/kV	3	X	X	X
2	Auxiliary Transformer	22/0.4kV 315kVA Dyn11	1	X	X	X

Table 3: 22kV Bill of Material for Major Equipment**3.1.2. 400KV SYSTEM****400/132/22KV Transformer 14**

Stringing 1x400kV/132kV Transformer-14 and bays: 400kV side bay must string all primary equipment (400kV side Power transformer, 400kVCTs, 400kV Isolators, 400kV Surge arresters, 400kV circuit breakers, and 400kV Post insulators from Busbar (BB1&BB2) to 400kV side of Transformer and connect Neutral to earth.

400kV Bus Coupler A

Stringing of 1x400kV **Bus Coupler A** (BB1&BB2): Per bay must string all primary equipment (400kVCTs, 400kV Isolators, 400kV circuit breakers and 400kV Post insulators from Busbar(BB1&BB2) to end termination of **Bus Coupler A**.

400kV Transfer Bus Coupler A

Stringing of 1x400kV **Transfer Bus Coupler A** (BB1&BB2): Per bay must string all primary equipment (400kVCTs, 400kV Isolators, 400kV circuit breakers and 400kV Post insulators from Busbar(BB1&BB2) to end termination of **Transfer Bus Coupler A**

400kV Busbar 1 Bus Section 2

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Stringing of 1x400kV **Busbar 1 Bus Section 2** (BB1&BB2): Per bay must string all primary equipment (400kVCTs, 400kV Isolators, 400kV circuit breakers and 400kV Post insulators from Busbar(BB1&BB2) to end termination of **Busbar 1 Bus Section 2**

400V Transfer Busbar VT JB

Stringing and earthing

3.1.2. 132KV SYSTEM

132kV transformer-14

Stringing 1x400kV/132kV Transformer-14 and bay: 132kV side bay must string all primary equipment (132kV side Power transformer, 132kVCTs, 132kV Isolators, 132kV Surge arresters, 132kV circuit breakers, and 132kV Post insulators from Busbar (BB1&BB2) to 132kV side of Transformer and connect Neutral to earth.

132kV Bus Coupler A

Stringing of 1x132kV **Bus Coupler A** (BB1&BB2): Per bay must string all primary equipment (132kVCTs, 132kV Isolators, 132kV circuit breakers and 132kV Post insulators from Busbar(BB1&BB2) to end termination of **Bus Coupler A**.

132kV Busbar 1 Bus Section 1

Stringing of 1x132kV **Busbar 1 Bus Section 1** (BB1&BB2): Per bay must string all primary equipment (132kVCTs, 132kV Isolators, 132kV circuit breakers and 132kV Post insulators from Busbar(BB1&BB2) to end termination of **Busbar 1 Bus Section 1**

132V Busbar 1A VT JB

Stringing and earthing

22kV transformer-14

22kV side bay must string all primary plant (22kV side Power transformer, 22/0.4kV Auxiliary transformer, 22kV surge arresters) from 22kV side of power transformer to end of 22kV Auxiliary Surge arresters and connect Neutral to earth.

1.2 Employer's objectives and purpose of the works

The purpose of the project is to install the first 400/132/22 kV 500 MVA transformer and a 22/0.4 kV auxiliary transformer, cater for a spare 500MVA transformer bay, 4 x 400kV spare feeder bays and 9 x 132 kV spare feeder bays. Both 400 kV and 132 kV HV yards are to be extended in the north-western and south-western directions to establish these. The scope of work for the project includes the extension of 400kV and 132kV busbars on either ends to cater for future 400kV feeder bays and 132kV feeder bays. The upcoming Kimberley Strengthening Phase 3 and Cape Corridor Phase 5 schemes [3] were considered while developing the Scope of Work for this Mookodi project.

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The 400kV yard is constructed as double busbar selection and bypass system. The busbars consist of 250mm x 6WT Tubular conductor. The existing busbar system is currently equipped with one Bus Coupler namely Bus Coupler B providing 2 zones of Busbar. Addition of a second Bus Coupler namely Bus Coupler A and Busbar 1 Bus Section 1 will provide 3 zones of 400kV Busbar. Existing Bypass Busbar will be extended and converted to a Transfer Busbar with a Transfer Bus Coupler linking Busbar 1 and Busbar 2.

The 132kV yard is constructed as double busbar selection. The busbars consist of 200mm x 6WT Tubular conductor. The Busbar 1 and Busbar 2 are coupled with Bus Coupler B providing 2 zones of Busbar. Addition of a second Bus Coupler namely Bus Coupler A and Busbar 1 Bus Section 2 will provide 3 zones of 132kV Busbar. The double busbar design provides for “n-1” contingencies in accordance with the requirements of the South African Grid Code

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

The following abbreviations are used in this Works Information: Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
PM	Project Manager
QS	Quantity Surveyor
EA	Engineering Assistant
HV	High voltage
kV	Kilo volt
ORHVS	Operating Regulations for High Voltage Systems
SHEQ	Safety, Health, Environmental and Quality
CT	Current Transformer
Abbreviation	Meaning given to the abbreviation
DRPC	Dynamic Reactive Power Compensator
AFC	Approved for construction
OBL	Outside battery limits
PM	Project Manager
QS	Quantity Surveyor
EA	Engineering Assistant
HV	High voltage
kV	Kilo volt
ORHVS	Operating Regulations for High Voltage Systems

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SHEQ	Safety, Health, Environmental and Quality
NTCSA	National Transmission Company South Africa

2 Management and start up.**2.1 Management meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Site Inaugural meeting	2 weeks prior works commencement	Substation	<i>Employer, Contractor, Supervisor, and core project team</i>
Risk register and compensation events	Weekly on Wednesday when necessary, at Substation or MS Teams	Substation or MS Teams	<i>Employer, Contractor, Supervisor, and core project team</i>
Overall contract progress and feedback	Monthly on Wednesday at Substation or MS Teams	Substation or MS Teams	<i>Employer, Contractor, Supervisor, and core project team</i>
Adhoc Meetings	As and when required	Substation or MS Teams	<i>Employer, Contractor, Supervisor, and core project team</i>

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.

2.2 Documentation control

The documentation supplied by the Contractor shall include be in both hard copy and electronic form. A minimum of three hard copies will be provided. Each document shall include, at a minimum, the following information:

- Title
- Status
- Revision
- References
- Purpose
- Description

2.3 Health and safety risk management

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In addition to the requirements of the laws governing health and safety, NTCSA has additional requirements particular to the *works* and the Working Areas for this contract. Refer to the following documents as a minimum:

- The OHS Act 85/1993, its Regulations and incorporated SANS Codes
- Eskom SHEQ Policy:32-727
- Health and Safety Specification for construction: 559-559476471
- Working at Heights Standard: 32-418
- Life Saving Rules: 240-62196227
- Eskom Vehicle Safety Specification:32-345
- Eskom Substance Abuse, 32-37
- Eskom Occupational Health & Safety Incident Management Procedure, 32-95
- Eskom Employees Right of refusal to Work in an Unsafe Situation Procedure 240-43848327.
- Operating Regulations for High Voltage Systems Procedure: 32-846

The authorization procedure for a permit to work shall be followed by the Contractor before commencing work on site. It is the Contractor's responsibility to ensure that a permit to work is obtained before access to the work can be given. It is the Contractor's responsibility to also ensure that the safety file has been audited by the Health and Safety Representatives before establishing site.

The Contractor must be in possession of current First Level 2 certificate. The Contractor's trucks must have a valid and current crane test certificate with the truck driver and crane operator's certificate. All tools must have valid and current test certificates, which must be produced two weeks before site establishment.

The Contractor will only leave site once a written site instruction has been issued by an NTCSA site representative. Working hours will be from 08h00 to 16h00 during weekdays (as per outages), weekend work to be carried out only on request by NTCSA.

The Contractor is to have an Eskom certified and authorized person available in each area where work is being performed at all times in accordance with the Eskom ORHVS Procedure 32-846.

A detailed risk assessment with sufficient control measures must be done PRIOR commencement of any task on site by a competent risk assessor. The Contractor Supervisor shall ensure strict adherence to the Safe Work Procedures and the identified control measures. If needed the Contractor is to visit construction site at own cost before work commences to familiarise him/herself with the scope of work and develop a baseline risk assessment.

Before any excavation is commenced, it will be the responsibility of the Contractor to ascertain from Responsible NTCSA site Representative the position of any existing services on site. Once these are indicated to the contractor they shall be deemed "known". Should the contractor damage to the services at any point during construction the contractor will be liable for repairs at their own cost.

The Contractor's attention is drawn to the fact that other contractors will be on site hence access and interfacing with them will be required. The Contractor shall allow safe access for other contractors and Eskom personnel when required. Where multiple contractors are working close by, contractors will be required conduct a joint risk assessment and communicate shared risks to their respective contractors.

The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by NTCSA and the local authority.

The Contractor shall make his own arrangements for the provision of accommodation for his employees.

2.4 Environmental constraints and management

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The *Contractor* shall comply with the environmental criteria and constraints stated in 240-146467524: Environmental Transmission Tender Evaluation Template

The Contractor is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to

- all applicable environment legislation,
- EPC32-727: Eskom SHEQ Policy,
- ST32-726: SHE Requirements for the Eskom Commercial Process,
- 240-133087117: Environmental Incident Management Procedure,
- 240-988 18649 Transmission Waste Management Business Plan,
- 240-180100134: Environmental Requirements for Contractors and /or Suppliers.

The Eskom NTCSA Environmental Management Programme provides the aspects and impacts that will require management and must be followed strictly. For tendering purposes, contractor shall prepare the **following method statements** for all environmental concerns raised through the Eskom NTCSA Environmental Management Plan and in any other relevant forum such clarification meetings

- Water supply
- Waste management
- Storage of hazardous material
- Noise management
- Dust management
- Soil erosion
- Stormwater management
- Mixing of concrete
- Vehicle maintenance and refuelling (in case of an emergency)
- Accessibility of the site (access road)
- Equipment and construction material storage
- Rehabilitation

Any changes to the approved method statements / mitigation plan shall be reported and approved by Eskom NTCSA Environmental representative and Project Manager prior to the commencement of work and during construction. The main supplier must ensure that all sub-contractors' environmental mitigation plan comply with legal and other requirements and includes all the environmental risks associated with the scope of work. The main (principal) contract shall define the specific system elements (risk) applicable to the subcontractor's scope of work or supply.

No environmental records shall be destroyed or discarded by the supplier. Eskom NTCSA and the contractor shall agree that the supplier retains certain environmental records and provides Eskom NTCSA with copies.

The Contractor is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the Environmental Advisor Contact person and PM, clearly stating any impact to the environment.

Waste generated during project must be disposed at a registered landfill site and contractor shall retain records of disposal. This includes waste generated during demolition of the existing type oil holding dam and existing septic tank.

Deviations from these requirements will be regarded as a non-conformance. Should there be a concern regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the NTCSA supplier disciplinary process must be followed.

NB: The Contractor is to compile a complete environmental file. The file needs to be audited and approved by the NTCSA Environmental Department, prior to commencement of work.

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2.5 Quality assurance requirements

The following standards contain provisions that, through reference in this text, constitute provisions of this specification. At the time of publication, the revisions indicated were valid. All standards are subject to review, and parties entering into service agreements based on this specification are encouraged to investigate the possibility of applying the most recent revisions of the standards listed below. Information on currently valid national and international standards may be obtained from the Information Centre at Megawatt Park and Technology Standardisation Department.

In the event of conflict between documents invoked here and the contents of this specification, the contents of this specification shall be considered to have preference. Such conflict shall be pointed out to the Employer for confirmation.

- Eskom NWS 1674 - "Standard Specification for approval of drawings submitted by Contractors and Contractors."
- Project Quality plan

The Employer requires that the Contractor operate a quality management system as stated in the Scope. The Employer requires that the Contractor provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

Nonconformity reports raised by NTCSA and issued against the supplier shall be investigated by the supplier as a matter of urgency in order to determine the root cause, corrective action measures, as required, with implementation time frames. A formal response shall be submitted to NTCSA for its review, evaluation, and acceptance, within a maximum of 14 calendar days from the date of issue of the nonconformity and should be aligned with the site requirements/procedure.

2.6 Programming constraints

A comprehensive and fully detailed programme is to be submitted within the time frames stated in the "Data by Employer" section and should be in MS Project format, indicating all milestones and critical dates. This programme must first be approved by the Project Manager and must be updated monthly or as requested by the Project Manager. Only MS Projects format will be allowed.

The following dates shall be clearly reflected on the programme:

Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress on site or in the workshop. The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all site meetings reflecting progress to date.

The Contractor shall include all stages including deliverables per stage in the programme. The programme shall be submitted to the Employer for acceptance in MS Projects format.

2.7 Contractor's management, supervision and key people

The Contractor is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file.

2.8 Invoicing and payment

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Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to NTCSA SOC Ltd and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4710303126;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

The contractor must submit an FRI within 2 weeks of contract award.

Details on how to submit invoices and additional information:

- Ensure that the NTCSA order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- Send all invoices in PDF to Accounts Payable Department: Invoiceseskomlocal@NTCSA.co.za and a copy to the Project Manager
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by NTCSA through the park invoice report.
- Your company can request a park invoice report from the Transmission Power Delivery Projects Finance Team which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

Once the invoice has been sent; all communication regarding the payments should be addressed with the Project Manager and Project Finance Team, Zama Ncamphalala (Project Accountant) +27 11 516 7746, Doreen Segopa (Project Accountant) +27 11 800 5641 and Tumelo Aphane (Project Accountant) +27 11 800 5437.

No communication regarding payment should be sent by the Contractor/Supplier directly to Accounts Payable.

The Contractor attaches the detailed 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.

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A tax invoice shall be submitted on completion of the works in the format required. A breakdown of all work completed during the previous period shall be attached. Invoicing and relevant details will be discussed at site hand-over meeting. Payments will be processed once all completion certificates and invoices are submitted

2.9 Insurance provided by the *Employer*

Refer to data by *Employer Z13*

2.10 Contract change management

All contract change management will be send by requestor, reviewed and approved before implementation.

2.11 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.12 Training workshops and technology transfer

not applicable

3 Engineering and the *Contractor's* design

3.1 *Employer's* design

NTCSA has designed the electrical details design on the relevant drawings listed in Section 7 of this document and the quantities are given in the bill of quantities.

3.2 Parts of the *works* which the *Contractor* is to design

Contractor shall do engineering and design as specified in specifications and others supporting documents & drawings information if required. The Contractor is to design any temporary works required to construct the works if not provided in the designs like contractor safe work procedure designs.

3.3 Procedure for submission and acceptance of *Contractor's* design

Any designs submitted by the contractor to be approved by the NTCSA engineer before implementation.

3.4 Other requirements of the *Contractor's* design

Use supplied documents, drawings and specifications by NTCSA.

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3.5 Use of Contractor's design

NTCSA shall be the owner of designs for project, after completion all designs to be handed over to NTCSA, if not removed on site after completed.

3.6 Design of Equipment

The Contractor is to design any temporary works required to construct the works if not provided in the designs. In the case where NTCSA requires the contractor to design some parts of the works. It will be communicated and relevant procedures and process will be applicable.

3.7 Equipment required to be included in the works

The Contractor to provide necessary equipment to execute the works on site.

3.8 As-built drawings, operating manuals and maintenance schedules

The Contractor is to provide NTCSA with detailed "as built" records where deviations have been made from construction drawings within 14 days after Completion.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed on the Site

The Contractor shall comply with the Employer's site requirements in the use of labour for the works. Skills development will not be a weighted criterion, but tenderers will be encouraged to propose training initiatives in terms of the skills required for this project. Eskom will apply a penalty of 2.5% of the contract value for failure to meet SDL&I obligations after agreement is reached. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the contractor upon fulfilment of all SDL&I obligations at the end of the contract.

Supplier Development Localisation and Industrialisation

SDL&I mandate is to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to accommodate government local development initiatives and policies

As a State-Owned Enterprise, ESKOM supports Government's socio-economic development initiatives that it addresses through Supplier Development and Localisation objectives, which include enterprise development, transfer of skills, job creation, incubation, localisation of procurement initiatives and industrialisation.

For the purposes of tendering, the *tenderer* must demonstrate the manner in which the SD&L requirements will be met in due course in an implementation program. If the *tender* is awarded all SD&L undertakings (the *Contractor's* SD&L Obligations) must be made by the *Contractor* at the time of contracting.

Definitions and Interpretation

The definitions below shall be referred to in the interpretation of this document. The targets for EMEs, and QSEs are a percentage of the local content portion of the tender only.

EXEMPTED MICRO ENTERPRISE (EME)

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In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively).

An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.

An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.

An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.

An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

A QSE with at least 51% black ownership qualifies as a Level 2 contributor.

A QSE with 100% black ownership qualifies as a Level 1 Contributor.

A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.

A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

LARGE MEASURED ENTITY (LME) /GENERIC

A generic Enterprise's B-BBEE compliance is measured using the Generic Scorecard. The Generic scorecard is based on five elements each of which has an assigned weighting which correlates with the importance of that specific element and a set target.

A generic Enterprise has a annual turnover that is more than R 50 million rands.

SDL&I Progress Report

Means the *Contractor's* SDL&I progress report contemplated in clause 7 of this annexure.

Local Content

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- Goods made in South Africa (from local raw materials).
- Only good that are made within the borders of SA can be claimed to be local content.
- Local Content (is mainly based on local manufacturing, there must be value addition to the product.
- LC is measured on the product which must be manufactured in South Africa at a specified minimum threshold (LC).
- LC percentage is determined based on the availability of input materials.
- Assembly of products is considered to have some level of local content.

Example where 100 local content is required, no imports are allowed all materials including the production process must be local.

Local production and content

Material	Threshold %
Cables	90%
Substation hardware	100%

- If local content is less than 100 imported raw materials can be used without any Exemption.

Key to protect local industry against imports, build industrial capacity, create jobs and contribute to the economic growth in South Africa.

Local Procurement

- Goods and services purchased locally irrespective of where they were made or produced.
- It is based on geographical area, may be a region/district/province.
- Local procurement is based on the location of the business.
- Imported goods are considered.
- Using local resources to stimulate growth and development.
- Simply buying from a local supplier

Imported Goods and Services

“Imported goods and services” means, but is not limited to:
 Goods and services directly imported into South Africa.
 Goods which although stored in South Africa are produced and/or wholly manufactured outside the borders of South Africa and/or have a minimum of 50% (fifty percent) of production costs (including labour) incurred outside of South Africa and payable to foreign residents and/or foreign registered entities;
 Goods that have been "substantially transformed" outside of South Africa. Substantially transformed refers to the irreversible incorporation of imported components in the goods, with the labour costs and profit content earned by foreign residents and/or foreign registered entities exceeding 50% (fifty percent) of the Contract

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Amount and/or the significant assembly and manufacture of the goods occurring outside of South Africa's borders; and/or

Services with at least 50% (fifty percent) of the labour cost incurred outside of South Africa's borders and/or with at least 50% (fifty percent) of the service fee payable to foreign residents and/or foreign registered entities, regardless of whether the service involves domestic capital goods or other domestic costs

Final Review

Final Review means the review (to be conducted at the *completion* date of the whole of works by the *Project Manager*) of the *Contractor's* performance in respect of the *Contractor* SDL&I Obligations.

Skills Development

This is the requirement that *tenderers* commit to train certain individuals in specified trades.

The requirement is that the targeted numbers of individuals are trained and complete practical tasks to achieve the outcome of passing a trade test and qualifying as an artisan, or the equivalent for any other required skill.

Contractor's SDL&I Commitments

Means those commitments regarding local content, skills development, Job creation and procurement from EMEs and QSEs made by the *Contractor* in his tender submission and used by the *Employer* for the purposes of calculating the *Contractor's* SD&L score in the tender evaluation process.

Contractor's SDL&I Obligations

Means those obligations of the *Contractor* regarding local content, skills development, and procurement from QSEs and EMEs derived from *Contractor's* SDL&I Commitments and agreed between the *Contractor* and the Employer.

Certificate of Fulfilment

Means the certificate issued by the *Employer* after the Final Review as evidence of the *Contractor's* successful fulfilment of the *Contractor* SDL&I Obligations.

Monitoring and Reporting

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

SDL&I Progress Reports

The *Contractor* shall submit monthly SDL&I progress reports to the *Project Manager*. SDL&I progress reports shall be submitted by the 7th (seventh) day of the month following the months to which the report relates.

Each report shall include:

An executive Summary;

Charts and detailed descriptions of the progress in narrative format, including each stage of progress of the *Contractor* SDL&I Obligations, the meeting (or delay in the meeting) of anticipated dates and targets (as set out in the program) and any documents, statistics or other form of verification of the dates and targets to be provided in respect thereof.

Percentage progress and the actual or expected dates of commencement of any of the major stages making up the *Contractor* SDL&I Obligations.

Schedule of forecast and actual, together with a 3 (three) month look-ahead of major activities and events.

Comparisons of actual and planned progress in terms of the Implementation Program.

Details of actual and planned resources.

An Affidavit from the sub-Contractors stating the work that has been subcontracted to meet the *Contractor's* SDL&I obligations.

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a schedule identifying all details of persons in the process of undergoing or who have successfully completed the Skills Transfer for the relevant period (including details of their personal information and certified copies of their test results and certificates received);

The Contractor shall comply with the Employer's site requirements in the use of labour for the works. All people employed on site by the Contractor shall have Police clearance before work on site can commence.

The Contractor's employees shall be sober on site and may be subjected to random breathalyser tests.

a risk register and assessment dealing with all areas of concern which may cause delays to the fulfilment of the SDL&I obligations and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such delay; and such other matters and information (including schedules and charts) as the *Project Manager* may require to be included in the SDL&I progress report from time to time.

An electronic copy and two hard copies of each SDL&I progress report shall be submitted to the Project Manager.

Additional Reports

The *Project Manager* shall be entitled to request the *Contractor* to provide additional reports when in his opinion they are warranted to monitor the progress of the fulfilment of the *Contractor* SD&L obligations.

The Final Review

The parties' record that the purpose of the final review is for the *Project Manager* to determine whether the *Contractor* has fulfilled the *Contractor's* SDL&I obligations as at *completion date*.

The *Contractor* shall provide the *Project Manager* with the following documentation to be used by the *Project Manager* as a basis for the final review:

A consolidated SDL&I progress report recording all steps taken to meet the *Contractor's* SD&L obligations from the *starting date* to the *completion date* including all information and documentation referred to in clause 8.1 above.

All of the SDL&I progress reports provided by the *Contractor* during the course of the contract and any other additional report, documentation or information that the *Project Manager* deems to be reasonably relevant to the conduct of the final review (to be provided by the *Contractor* at least 21 (twenty-one) business days prior to the final review). The *Project Manager* shall notify the *Contractor* of such request by way of written notice at least 30 (thirty) business days prior to the final review.

The *Employer* shall, in its reasonable discretion, conduct the final review by comparing those *Contractor's* SDL&I obligations fulfilled by the *Contractor* as at the time of the final review against with the *Contractor's* SDL&I obligations as a whole.

The *Project Manager* shall notify the *Contractor* of its findings on the final review by way of written notice within 30 (thirty) business days of the final review. The notice shall contain the *Project Manager's* reasons for its findings.

Should the final review reveal that the *Contractor* has not fulfilled and/or complied with any of the *Contractor's* SD&L obligations as at the *completion date*:

The *Contractor* shall be in breach of a material obligation under the contract and the *employer* shall be entitled to have immediate recourse to and make a claim against the whole of the retention as the penalty for the *Contractor's* breach of the *Contractor* SDL&I obligations.

Should the final review reveal that the *Contractor* has fulfilled and/or complied with all the *Contractor's* SDL&I obligations as at the *completion date*, the *employer* shall issue a certificate of fulfilment.

SDL&I Penalty and Performance Security

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

4.1.2 BBEE and preferencing scheme

The Contractor shall comply with the Employer's Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures

Pre-qualification criteria for preferential procurement will apply as follows:

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(a) a tenderer subcontracting a minimum of 30% to: EME/QSE that are B-BBEE level 1 to 2.

The Contractor shall comply with the Employers' Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures Change of Broad Based Black Economic Empowerment (B-BBEE) status
Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination.

4.1.3 SDL&I

Section 1: Objective Criteria

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit

Section 2: Other SDL&I Objectives in line with RDP Goals

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?	YES	NO
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please indicate below Designated Components		
Commodity	Description	Local Content Threshold
Steel	Steel	100%
Substation Hardware	Substation Hardware	100%

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Cables	Cables	90%
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NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore, **mandatory for contract award.**

2.2 CIDB Skills Development

Continuation of Mandatory Requirements		
a) Is there CIDB compulsory training?	YES	NO
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, what is the% of the Construction Skills Development Goal % (CSDG)		.025%

CiDB Level: Mandatory Requirement

2.2.1 Skills Development targets.

Criteria	Eskom Target	Tenderer Commitment
Supervisor/Foreman	1	
Trainee SHEQ Officer	2	
Crimpers	6	
Cable Jointers	6	

2.3 Mandatory Subcontracting as condition of award

Continuation of Mandatory Requirements		
a) Is subcontracting applicable?	YES	NO
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.3.1 Subcontracting (Objective Criteria)

Subcontracting is an objective condition for contract award. If feasible to subcontract for a contract above R30 million, Eskom:

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
 - i. An EME or QSE which is at least 51% owned by black people.
 - ii. An EME or QSE which is at least 51% owned by black people who are youth.
 - iii. An EME or QSE which is at least 51% owned by black people who are women.
 - iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
 - v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped.

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areas or townships.

vi. A cooperative which is at least 51% owned by black people.

vii. An EME or QSE which is at least 51% owned by black people who are military veterans.

Tender Returnable if the above element is a requirement.

- Proof of a sub-contract agreement/s must be submitted
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

NB: The Minimum 5% Indirect Targeting For Enterprise Development is included as part of the minimum 30% subcontracting, of which the main contractor has to fulfil/comply with during the execution of the contract.

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

- Not applicable

Section 1. SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter: or failure to meet the SDL&I obligations in a contract.

Section 2. Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

Section 3. General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable,

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and enterprise business address.

- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left)**.
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option)**.
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year)**.
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The Employer reserves the right to approve all subcontractors that the Contractor intends to enter into subcontracts within order to make sure that the subcontractor complies with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The NEC is compulsory for all subcontract documentation.

4.2.3 Limitations on subcontracting

The Contractor shall not subcontract more than twenty five percent (25%) of the whole of the contract.

4.2.4 Attendance on subcontractors

The Contractor is responsible for providing the Works as if no work is subcontracted.

Project Stability

The intent of **Project Stability mandate** is to facilitate an enabling environment for project planning and execution to be implemented in a stable operational environment through the development of enabling processes, systems and initiatives throughout the project life-cycle.

This is done by providing direction, assurance, integration, coordination and management of stakeholder engagement, the impact of SED and supplier labour risks; all aimed at obtaining an SLO by empowering the project so that it is implemented in an environment that is free of constraints that may create instability for its completion.

The Eskom Socio-economic Development (SED) Policy and Strategy, which emphasises obtaining a social licence to operate (SLO), is essential for reducing non-technical risks, such as social conflict, workforce protests, damage to the company's reputation and property, which may lead to project delays and possible shutdowns.

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The contractor in consultation and partnership with Eskom will be to earn the trust of local communities, which necessitates a structured approach of how the contractor will integrate different stakeholders that are affected by the execution of the Eskom project with the intention of adhering to the principles of inclusivity.

This is fostered by Eskom's Stakeholder Relations Policy, which makes provision for stakeholder relationship management. This shall be undertaken with an inclusive approach and the legitimate interest of key stakeholders will be considered and managed to foster an understanding of the business drivers in terms of the Stakeholder Relations Management Policy as the Board accountability for stakeholder engagement in accordance with Principle 16 of the King IV Governance Framework of June 2017.

Furthermore, in terms of the CIDB (Construction Industry Development Board) regulations the contractor in consultation and partnership with Eskom shall facilitate the establishment of a community project committee (CPC be executed in line with the stability guideline) representing the affected communities. The CPC shall include the affected Ward Councillor(s) and other relevant community leaders and stakeholders. The contractor engagement with the CPC shall seek to obtain agreement with the community on the targeting strategy, contract participation goals to be employed on the construction works and dispute resolution mechanisms.

The contractor with Eskom will activate participative structures that must be established in all Eskom construction businesses sites to enable project stability aimed at finishing the project activities with no or minimal hindrances from external stakeholders. The nature of these structures may differ in many ways, inclusive of magnitude, location, timeline on sight, costing and impact.

Definitions

- a) **Affected parties** means persons, groups, and other entities within the project area of influence (PAI) who are directly influenced (actually or potentially) by the project and/or have been identified as most susceptible to change associated with the project and who need to be closely engaged in identifying impacts and their significance, as well as in decision-making on mitigation and management measures.
- b) **Communication plan** means a policy-driven approach to providing stakeholders with information. The plan formally defines who should be given specific information, when that information should be delivered, and what communication channels will be used to provide the information.
- c) **Other interested parties** means individuals/groups/entities that may not experience direct impacts from the project but who consider or perceive their interests as being affected by the project and/or who could affect the project and the process of its implementation in some way.
- d) **Project stakeholders** means individuals, groups, or other entities who are either affected or likely to be affected directly or indirectly, positively or adversely, by the project (also known as 'affected parties'); and may have an interest in the project ('interested parties').
- e) **Feeder area** is the community area that is impacted by the project/ programme or operations. The jurisdiction of the feeder area should be predetermining at the beginning of the operations by Eskom. The municipality maybe consulted in determining this jurisdiction and the km radius must be indicated. Any change to this must be recommended by the forum officially and thereby declared by Eskom.
- f) **Public relations (PR)** mean the practice of managing the flow of information between an individual and a project, in this case, and its audiences.
- g) **Stakeholder relations** mean a relationship that exists primarily to manage the stakeholder interface/engagements through effective lobbying.
- h) **Traditional leader** means a traditional leader of a specific traditional community or headman or headwoman serving under a senior traditional leader, as defined in section 1(a) and (b) of the Traditional Leadership and Governance Framework Act 41 of 2003, as amended.

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Stability advisor onsite <i>if required</i>	Recruitment of Advisor-Stakeholder Management at a T12 level	X 1
Stability Resource Tools of Trade		
Laptop, Cellphone Allowance	For reporting and project operations and stakeholder management activities	X 3
4X4 bakkie or suitable Vehicle to be used	Facilitation and attendance of stakeholder management and community liason activities	X 1
Stakeholder Management Engagements		
Project Introduction (Municipality) Traditional Councils, Business Chamber, Local Taxi Industry) and emergency preparedness initiatives, Project Introduction to the affected wards	Venue hire , meeting logistics and catering for attendees	As indicated in the workman's information
Stakeholder Forums	Bi-monthly meetings, transportation of members, meeting logistics, catering for attendees	
Community Liaison		
Labour Integration and Labour peace	Recruitment of unskilled as guided by this document. Advertisements for required semi-skilled and skilled personnel as per the local to site definition of the project. Facilitation of interview venues and catering for interviewers, Employee training logistics	
Enterprise Development (Interfacing with SMME's)		
Expression of interest workshop at Site establishment	It is mandatory that the Contractors source from local to site SMMEs, some of the Core commodities as agreed with NTCSA representative, which include but not limited to assembly, erection earth works, access roads construction, backfilling activities, plant hire and Support Services Facilities Hire & Management, Trucking and Logistics, Vegetation Management, Safety, Garden Services, Specialist Botanical services, Waste removal, Security, Cleaning, Ablution facilities, Electrical consumables, Stationery, Plumbing, Paving, Supply of concrete, Bush clearing, PPE. However, it should be note that these can be sourced elsewhere if local suppliers are unable to	X 1

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	<p>provide these services and proof to that effect will be supplier when required.</p> <p>In consultation with with the impacted local municipalities, an expression of interest workshop will be conducted a month before site establishment by NTCSA representative and the contractor, to introduce the project to local SMMES, to outline core and support commodities and services that will be required by the project as well as how to do business with the contractor.</p> <p>This will result to a comprehensive database of local companies that may be approached for goods and services.</p>	
Employee Transportation		
Integration with local taxi association	<p>Onboarding of local taxi association</p> <p>Utilisation of local taxi association for employee association,</p> <p>Facilitate Taxi integration meeting on a quarterly bases, an adhoc monthly engagement maybe facilitated if there are transportation related issues being dealt with.</p>	
Total Provision for Stakeholder Management Engagements		
Corporate socio-investment (CSI)		
Corporate socio-investment initiative requests	<p>A % of project budget for identified socio-upliftment programmes or initiations.</p> <p>Handover event with event logistics</p>	Once- off

Section 3: Stability Undertaking

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. Project Stability undertakings do not form part of scoring, but commitments will form part of contractual obligations

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- 1. The contractor to participate in the stakeholder management platforms for the project and strategizes on project development and mitigate project risks or emergencies interrupting project operations**
- 2. The tenderer to display commitment to social upliftment of communities where the project is executed through job creation, skills transfer, local SMME inclusion and execute a minimum of 2.5% of the project budget to Corporate Social investment initiatives as guided by project stability practitioner.**
- 3. The successful tenderer to conduct an express of interest workshop aimed at introducing the project to local businesses, outlining project commodities for subcontracting and SMME on-boarding. The first session to be prior site establishment.**
- 4. The successful tenderer in adhering to localized job creation should at least adhere to the following aligned with the SDL&I targets:**
 - a. 100% of General Workers to be sourced from local community (70% from the Impacted ward and 30% from the vulnerable as defined by the employer)**
 - b. Semi-Skilled -70%, to be sources within the impacted municipality/province the remaining 30% can be sourced from any other area.**
 - c. Skilled-30% sourced from impacted local municipality the remaining 70% may be sourced from any other area.**

Section 4: Project Stability Penalty, Retention and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet Project Stability obligations.

As security for the fulfilment of all Project Stability obligations, NTCSA will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit Project Stability performance monthly reports; or failure to meet the Project Stability obligations in a contract. The SDL&I and CSI retention percentage 2.5% (two and a half percent) as applicable is preceded by the CSI identification to be done 6 months after site establishment.

Section 5: Reporting and Monitoring

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- The suppliers shall on a monthly basis submit a report to Eskom in accordance with monthly report Template on their compliance with the Project Stability Obligations described above.
- Eskom shall review the Project Stability reports submitted by the suppliers within 30 (sixty) days of receipt of the reports and notify the suppliers in writing if their Project Stability obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their Project Stability obligations, the suppliers shall be required to implement corrective measures to meet those obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the Project Stability Implementation Schedule which must be completed by the suppliers and returned to Project Stability Representative for acceptance 28 days after contract award.

4.3 Plant and Materials**4.3.1 Quality**

The Supplier shall control his activities and processes in accordance with NTCSA's Quality Requirements for Procurement of Assets, Goods & Services QM 58, as amended. Quality requirements are described in the Project Quality Plan document number TB-PQA&QC-TX, as amended.

4.3.2 Plant & Materials provided "free issue" by the *Employer*

Not applicable

4.3.3 *Contractor's* procurement of Plant and Materials

The contractor is to procure any plant and material necessary to execute the works on site.

4.3.4 Spares and consumables

not applicable

4.4 Tests and inspections before delivery

All structural steelwork as well as fencing and lighting poles is to be inspected by the Supplier before being delivered to site and should have a certificate from the Galvanizer stating the coating thickness. The requirements are also indicated on the Project Quality Plan document number TB-PQA&QC-TX-PQP-2009 and QM 58.

4.5 Marking Plant and Materials outside the Working Areas

Not applicable

4.6 *Contractor's* Equipment (including temporary works).

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The contractor is to ensure that they have the necessary equipment and temporary works required to execute the works on site.

4.7 Cataloguing requirements by the *Contractor*

not applicable

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**5 Construction****5.1 Temporary works, Site services & construction constraints****5.1.1 *Employer's* Site entry and security control, permits, and Site regulations**

Entry to the site is governed by the Grid's Engineering Assistant and the Contractor shall adhere to all regulations given. All employees are to sign the Workers declaration on entering and leaving the working area. The Contractor is to have an Eskom certified and authorized ORHVS person available on site at all times in accordance with ORHVS Procedure 32-846.

The authorized ORHVS person is to have a valid first aid level 2 certificate. The authorization procedure for a permit to work shall be done before the Contractor commences work on site. It is the Contractor's responsibility to ensure that the authorization procedure for a permit to work is obtained before access to the work can be given. The Contractor will be required to have an Eskom certified and authorized ORHVS person available in each area where work is being performed.

5.1.2 Restrictions to access on Site, roads, walkways and barricades

Access on site is restricted to the area in which the Contractor is working and which has been barricaded. Strictly no movement outside the barricaded working area unless escorted by authorized HV Plant personnel. The majority of the work is to be performed in the live HV Yard and the contractor will take all necessary precautions and work in conjunction with Eskom personnel.

5.1.3 People restrictions on Site; hours of work, conduct and records

The Contractor is to supply Eskom with Police clearance for all the employees on site before Work commences. The normal working hours shall be from 07:30 am to 04:30 pm. Any work done outside this duration must be arranged through the senior HV Plant supervisor. The maximum speed limit on site is 40 km/h.

5.1.4 Health and safety facilities on Site

There are no ablution facilities available on site. Contractor to provide their his own ablution and dining facilities in accordance with the TPD Health and Safety Specification. Refer to Clause 24 -Contractor's Site Facilities in the Health and Safety Specification. No work on site will be allowed to commence before the ablution facilities are available on site.

5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

The Contractor shall control his activities and processes in accordance with TDPMAN-ST-37: Environmental Requirements for Contractors and /or Suppliers. The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

5.1.6 Title to materials from demolition and excavation

All the materials from excavation and demolition must be disposed of by the Contractor except where expressly stated by the PM or the relevant staff from the Grid. All rubble and other materials must be classified, weighed and transported to a registered dumping site.

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**5.1.7 Cooperating with and obtaining acceptance of Others**

The Contractor's attention is drawn to the fact that other contractors will be on site and access and interfacing with them will be required. The Contractor shall allow safe access for other contractors and Eskom personnel when required.

The site is situated near communities. Therefore the contractor may be required to liaise with local authorities for community stability purposes in and minimizing interruption of executing the works..

5.1.8 Publicity and progress photographs

Warning signs and notices must be clearly displayed at all sites where work is taking place. It is the responsibility of the Contractor to ensure that all its workers and visitors adhere to all signs. No photographs are to be taken without the permission of the E.A.

5.1.9 Contractor's Equipment

All equipment must be registered in the equipment register and as per 32-136. The Contractor is responsible for insurance of his equipment. The Contractor is to take stock of his material and equipment on a regular basis and any shortage to be reported to the Project Manager immediately, stating if it is hired or owned.

5.1.10 Equipment provided by the Employer

Not applicable

5.1.11 Site services and facilities

All the water necessary for construction purposes must be provided for by the Contractor. It is the Contractor's responsibility to test any water before using it for construction purposes. The Contractor to submit a test Certificate for the water used on site. Electricity is available on site. The Contractor shall provide all connections, extensions and additional supply points necessary for the works. Any measures which the Contractor may require to maintain continuity and quality of supply shall be arranged by him at his own expense. The Contractor shall provide everything else necessary for providing the Works.

5.1.12 Facilities provided by the Contractor

The Contractor supplies all plant and materials required for providing the Works. There are no Office or Telephone facilities available on site. The Contractor is to provide his own facilities on site and ensure that these facilities are kept in a clean condition to NTCSA's satisfaction

5.1.13 Existing premises, inspection of adjoining properties and checking work of Others

For work that is to be carried out next to an existing HV yard and the Contractor is to take note of the surrounding foundations, equipment and buildings.

5.1.14 Survey control and setting out of the works

The Contractor is responsible for setting out the works.

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5.1.15 Excavations and associated water control

All necessary precautions shall be taken to ensure that deep excavations are safe and that the sides are stable, if not they shall be battered. All excavations are to be properly barricaded at all times.

5.1.16 Underground services, other existing services, cable and pipe trenches and covers

Before any excavation is commenced, it will be the responsibility of the Contractor to ascertain from the "Engineering Assistant" the position of any existing services on site. Once these are indicated to the Contractor they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the Contractor's account.

5.1.17 Control of noise, dust, water and waste

The Contractor shall control his processes and procedures so as to minimise noise and dust. All waste is to be collected and disposed of as required by NTCSA and the Local Authority.

5.1.18 Sequences of construction or installation

Some of the works will be impacted by outages. The contractor will discuss outages with the PM to schedule the works accordingly. Contractor to ensure security of the site and equipment. Cable and Stringing is at Northwest Grid (Vryburg & Mookodi Substation) unemployment is high require contractor to consider job and business opportunity where possible before starting work on site. Contractor must take note that there will be a time when you will be required to move out on site waiting for other work to be finished and come back later to proceed with work. The work is outage based. All work must be carried out under dead conditions, will be on a scheduled outage. Primary and secondary plant work is for erection and mounting of the new junction boxes and VT JB structures. Cabling and terminations of cables between primary plant equipment (Isolators, Breakers, Ct's and Vt's) junction boxes and protection scheme. String equipment and put droppers as required. Removal and reinstatement of yard stones and trench covers to lay and remove control cables. Dismantling and decommissioning of primary and secondary plant equipment. Positioning and erection of the new protection scheme panels. Also do Earthing of newly installed primary and secondary plant equipment as per earthing standard

5.1.19 Giving notice of work to be covered up

The Contractor is to give the Site Supervisor at least 3 days' notice before covering up the work

5.1.20 Hook ups to existing works

The earthing of the new foundations is to be connected to the existing yards earthing. The new oil dam drainage should be connected to the existing oil drainage for the transformers. The sewer piping to be connected to the new sewer connections. The modified security fence to be connected to the existing fence.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

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	Item of work	To be completed by
	As built drawings of dynamic device	Within 10 days after Completion

5.2.2 Use of the *works* before Completion has been certified

Not applicable

5.2.3 Materials facilities and samples for tests and inspections

From time-to-time random test cubes of the ready mix concrete used will be requested, however, for any hand machine mixes test cubes will be mandatory.

5.2.4 Commissioning

Final certificate of compliance shall be issued by the contractor to the Employer after Completion.

5.2.5 Start-up procedures required to put the *works* into operation

Start-Final start-up certificate of compliance shall be issued by the contractor to the Employer after Completion.

5.2.6 Take over procedures

Final take over certificate of compliance shall be issued by the contractor to the Employer after Completion. The *Contractor* is to arrange an inspection at least 1 week before completion to inspect and identify any defective work. Upon completion of the works, a formal take over by the Employer will take place after correction of identified defects.

5.2.7 Access given by the *Employer* for correction of Defects

The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, Entry to the site is governed by the Grid's Engineering Assistant and the Contractor shall adhere to all regulations given.

5.2.8 Performance tests after Completion

Final certificate of compliance shall be issued by the contractor to the Employer after Completion.

5.2.9 Training and technology transfer

not applicable.

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5.2.10 Operational maintenance after Completion

Not applicable

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Contractor to do basic & detail Investigation, survey and Site clearance during temporary work design and construction.

6.2 Building works

not applicable

6.3 Civil engineering and structural works

not applicable

6.4 Electrical & mechanical engineering works

Contractor to do basic & detail for Electrical & mechanical engineering works during temporary work design and construction.

6.5 Process control and IT works

not applicable

6.6 Other

Not applicable

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**7 List of drawings****7.1 Drawings issued by the Employer**

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

#	Quantity	Drawing #	Revision	Description
1	1	Moo21P05-SE-D3	1	Major Proforma
2	1	Moo21P05-SE-D6	0	Station Electric Diagram
3	1	Moo21P05-SE-D7	0	Key Plan
4	1	Moo21P05-SE-D8	0	Foundation and Trench drawing
5	1	Moo21P05-SE-D10	0	Earthmat layout
6	1	Moo21P05-SE-D11	0	Overhead Earthwire Layout
7	1	Moo21P05-SE-D12 sheet 1	0	132kV Tubular Busbar Layout
8	1	Moo21P05-SE-D12 sheet 2	0	400kV Tubular Busbar Layout
9	1	Moo21P05-SE-D13	0	Steelwork Marking Plan
10	1	Moo21P05-SE-D16 sheet 0	0	Bay Cover Sheet
11	1	Moo21P05-SE-D16 sheet 2A	0	Conductor & Hardware sheet
12	1	Moo21P05-SE-D16 sheet 3	0	400kV Bus Coupler A
13	1	Moo21P05-SE-D16 sheet 3A	0	400kV Bus Coupler A - Earthing
14	1	Moo21P05-SE-D16 sheet 4	0	400kV Feeder 1 (spare)
15	1	Moo21P05-SE-D16 sheet 7	0	400kV Feeder 4 (spare)
16	1	Moo21P05-SE-D16 sheet 10	0	400kV BB1 BS2 with CVT and BB ES
17	1	Moo21P05-SE-D16 sheet 10	0	400kV BB1 BS2 with CVT and BB ES
18	1	Moo21P05-SE-D16 sheet 10A	0	400kV BB1BS2 with CVT & BB ES - Earthing
19	1	Moo21P05-SE-D16 sheet 13	0	400kV Transformer 11 (Spare)
20	1	Moo21P05-SE-D16 sheet 16	0	400kV Transformer 14 bay
21	1	Moo21P05-SE-D16 sheet 16A	0	400kV Transformer 14 bay - Earthing
22	1	Moo21P05-SE-D16 sheet 18	0	400kV Busbar Intertie (Decommission)
23	1	Moo21P05-SE-D16 sheet 19	0	400kV Transfer Bus Coupler A
24	1	Moo21P05-SE-D16 sheet 19A	0	400kV Transfer Bus Coupler A - Earthing
25	1	Moo21P05-SE-D16 sheet 47	0	400kV Feeder 5 (spare)
26	1	Moo21P05-SE-D16 sheet	0	400kV Feeder 6 (spare)

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27	1	Moo21P05-SE-D16 sheet 20	0	132kV Bus Coupler A	
28	1	Moo21P05-SE-D16 sheet 20A	0	132kV Bus Coupler A - Earthing	
29	1	Moo21P05-SE-D16 sheet 21	0	132kV Feeder 1 bay (Spare)	
30	1	Moo21P05-SE-D16 sheet 22	0	132kV Feeder 2 bay (Spare)	
31	1	Moo21P05-SE-D16 sheet 23	0	132kV Feeder 3 bay (Spare)	
32	1	Moo21P05-SE-D16 sheet 28	0	132kV Feeder 8 bay (Spare)	
33	1	Moo21P05-SE-D16 sheet 29	0	132kV Feeder 9 bay (Spare)	
34	1	Moo21P05-SE-D16 sheet 31	0	132kV BB1 BS2 with BB VTs	
35	1	Moo21P05-SE-D16 sheet 31A	0	132kV BB1 BS2 with BB VTs - Earthing	
36	1	Moo21P05-SE-D16 sheet 34	0	132kV BB1BS1(Fut)with BBVT&ES (Decomm)	
37	1	Moo21P05-SE-D16 sheet 37	0	132kV Trfr 11 (Spare)	
38	1	Moo21P05-SE-D16 sheet 40	0	132kV Trfr 14 bay	
39	1	Moo21P05-SE-D16 sheet 40A	0	132kV Trfr 14 bay - Earthing	
40	1	Moo21P05-SE-D16 sheet 40B	0	132kV Trfr 14 Tertiary Bay	
41	1	Moo21P05-SE-D16 sheet 40C	0	132kV Trfr 14 Plinth drawing	
42	1	Moo21P05-SE-D16 sheet 41	0	132kV Feeder 10 bay (Spare)	
43	1	Moo21P05-SE-D16 sheet 42	0	132kV Feeder 11 bay (Spare)	
44	1	Moo21P05-SE-D16 sheet 43	0	132kV Feeder 12 bay (Spare)	
45	1	Moo21P05-SE-D16 sheet 44	0	132kV Feeder 13 bay (Spare)	
46	1	Moo21P05-SE-D16 sheet 45	0	132kV Feeder 14 bay (Spare)	
47	1	Moo21P05-SE-D41	0	East and West Terrace Extensions Layout and details	
48	1	Moo21P05-SE-D42 sheet 1	0	7m Gravel access road and East/West Concrete road extensions layout and details	
49	1	Moo21P05-SE-D42 sheet 2	0	7m Gravel access road and East/West Concrete road extensions Longitudinal sections	
50	1	Moo21P05-SE-D43	0	West and east drainage extension layout	
51	1	Moo21P05-SE-E41	0	500MVA Transformer Plinth	
52	1	Moo21P05-SE-E42	0	Fence and Yardstone layout	
53	1	Moo21P05-SE-E43	0	Access control building Electrical installation & Schematic Diagram	
54	1	Moo21P05-SE-E43 sheet 1	0	Security Lighting Layout	

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55	1	Moo21P05-SE-E43 sheet 2	0	Security Lighting SLDB1 and SLDB2 Schematic Diagram Layout
56	1	Moo21P05-SE-E44 sheet 1	0	Operational Floodlighting Cable route and Mast Location layout
57	1	Moo21P05-SE-E44 sheet 2	0	Operational Floodlighting 400/230V AC Schematic and Cable block diagram
58	1	Moo21P05-SE-E44 sheet 3	0	Operational Floodlighting 400/230V AC Schematic and Cable block diagram
59	1	Moo21P05-SE-E50	0	Access control building General arrangement & Setting out
60	1	Moo21P05-SE-D72	1	Longrod Proforma
61	1	Moo21P05-SE-D73	0	Substation DRT presentation
62	1	Moo21P05-SE-D74	1	Conductor proforma
63	1	Moo21P05-SE-D75	1	Tubular Clamp proforma
64	1	Moo21P05-SE-D76	1	Conventional Clamp proforma
65	1	Moo21P05-SE-D78	1	Earthing proforma
66	1	Moo21P05-SE-D79	1	Hardware proforma
67	1	Moo21P05-SE-D80	1	Labels proforma
68	1	Moo21P05-SE-D81	1	Steelwork proforma
69	1	Moo21P05-SE-D82	1	Stub Insulator proforma

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

8 Project Stability

- a) The intent of Project Stability mandate is to facilitate an enabling environment for project planning and execution to be implemented in a stable operational environment

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through the development of enabling processes, systems and initiatives throughout the project life cycle.

- b) This is done by providing direction, assurance, integration, coordination and management of stakeholder engagement, the impact of SED and supplier labour risks; all aimed at obtaining an SLO by empowering the project so that it is implemented in an environment that is free of constraints that may create instability for its completion. NTCSA Socio-Economic Development (SED) Policy and Strategy, which emphasises obtaining a social licence to operate (SLO), is essential for reducing non-technical risks, such as social conflict, workforce protests, damage to the company's reputation and property, which may lead to project delays and possible shutdowns.

9 Abbreviations

Abbreviation	Description
SED	Socio-Economic Development
SLO	Social licence to operate
CSI	Corporate Social Investment
BCCEI	Bargaining Council for the Civil Engineering Industry
BCEA	Basic Conditions of Employment Act
CCMA	Commission for Conciliation, Mediation and Arbitration
CIPC	Companies Intellectual Property Commission
COIDA	Compensation for Occupational Injuries and Diseases Act
EMPSA	Employer Statement of Account
HR & IR	Human Resources & Industrial Relations
ERT	Emergency Response Team
LDC	Limited Duration Contract.
LRA	Labour Relations Act, 66 of 1995 as amended.
MEIBC	Metal and Engineering Industry Bargaining Council
NBCEI	National Bargaining Council for the Electrical Industry to South Africa
POPIA	Protection of Personal Information Act
SARS	South African Revenue Service
SASOM	South African Society of Occupational Medicine
SLA	Service Level Agreement
UIF	Unemployment Insurance Fund

10 Stakeholder Management

- a) The contractor in consultation and partnership with NTCSA will earn the trust of local communities, which necessitates a structured approach of how the contractor will integrate different stakeholders that are affected by the execution of the NTCSA project with the intention of adhering to the principles of inclusivity.

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- b) This is fostered by NTCSA's Stakeholder Relations Policy and the NTCSA Board 's accountability for stakeholder engagement in accordance with Principle of the King IV Governance Framework of June 2017, which makes provision for stakeholder relationship management.
- c) Furthermore, in terms of the CIDB (Construction Industry Development Board) regulations the contractor in consultation and partnership with NTCSA shall facilitate the establishment of a community project committees (CPC be executed in line with the NTCSA Project Execution stability guideline) representing the affected communities. The CPC shall include the affected Ward Councillor(s) and other relevant community leaders and stakeholders.

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11 Definitions

- a) **Affected parties** means persons, groups, and other entities within the project area of influence (PAI) who are directly influenced (actually or potentially) by the project and/or have been identified as most susceptible to change associated with the project and who need to be closely engaged in identifying impacts and their significance, as well as in decision-making on mitigation and management measures.
- b) **Communication plan** means a policy-driven approach to providing stakeholders with information. The plan formally defines who should be given specific information, when that information should be delivered and what communication channels will be used to provide the information.
- c) **Other interested parties'** mean individuals/groups/entities that may not experience direct impacts from the project but who consider or perceive their interests as being affected by the project and/or who could affect the project and the process of its implementation in some way.
- d) **Project stakeholders** mean individuals, groups, or other entities who are either affected or likely to be affected directly or indirectly, positively or adversely, by the project (also known as 'affected parties'); and may have an interest in the project ('interested parties').
- e) **Feeder area** is the community area that is impacted by the project/ programme or operations. The jurisdiction of the feeder area should be predetermining at the beginning of the operations by NTCSA. The municipality maybe consulted in determining this jurisdiction and the km radius must be indicated. Any change to this must be recommended by the forum officially and thereby declared by NTCSA.
- f) **Public relations (PR)** mean the practice of managing the flow of information between an individual and a project, in this case, and its audiences.
- g) **Stakeholder relations** mean a relationship that exists primarily to manage the stakeholder interface/engagements through effective lobbying.
- h) **Traditional leader** means a traditional leader of a specific traditional community or headman or headwoman serving under a senior traditional leader, as defined in section 1(a) and (b) of the Traditional Leadership and Governance Framework Act 41 of 2003, as amended.
- i) **Vulnerable groups** mean persons who may be disproportionately impacted or further disadvantaged by the project(s) as compared to any other groups due to their vulnerable status and who may require special engagement efforts to ensure their equal representation in the consultation and decision-making process associated with the project.

12 Stakeholder Management Engagements	
The contractor in executing stability deliverables shall execute the following:	
Project Introduction (Municipality, Traditional Councils where applicable, Business Chamber, Local Taxi Industry) and emergency preparedness initiatives	Venue hire, meeting logistics and catering for attendees
Stakeholder Forums	Bi-monthly meetings, transportation of members, meeting logistics, catering for attendees
Community Liaison	
Project Introduction to the affected wards	Venue Hire, sound system hire, meeting logistics
Enterprise Development	

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Expression of interest workshop	<ul style="list-style-type: none"> • Advertisement of the workshop, • Venue hire, meeting logistics and catering for attendees, • Employee training logistics
Recruitment of site-based personnel, Labour Integration and Labour peace	<ul style="list-style-type: none"> • Recruitment of unskilled as guided by this document. • Advertisements for required semi-skilled and skilled personnel as per the local to site definition of the project. • Recruitment of Client Liaison Officers at Task grade level 9 (T9) • Contractor to avail Human Resource officer (T9) level at site based full-time. • Recruitment of Advisor-Stakeholder Management at a T12 level • Facilitation of interview venues and catering for interviewers, • Conduct monthly employee engagements as guided the engagement forum reflected in this document.
Employee Transportation	
Integration with local taxi association	<ul style="list-style-type: none"> • Onboarding of local taxi association • Utilisation of local taxi association for employee association, Driver recruitment • Facilitate Taxi integration meeting on a quarterly bases, an adhoc monthly engagement maybe facilitated if there are transportation related issues being dealt with.
Corporate socio-investment (CSI)	
Corporate socio-investment initiative requests	<ul style="list-style-type: none"> • A % of project budget for identified socio-upliftment programmes or initiations • Handover event with event logistics

13 Constraints on how the contractor provides the services**13.1 Part 1: External Stakeholder Requirements****Interpretation, Additional Definitions and Abbreviations**

In this Stakeholder Management requirements in order to avoid confusion with usual employer and employee terminology for industrial relations, reference is made to “NTCSA” rather than “the Employer” (as NTCSA Holdings Limited is referred to elsewhere in the Contract). The reference to NTCSA herein is, however, analogous to “the Employer” under the Contract and includes the legal successors in title to NTCSA Holdings Limited under the Contract.

The following additional definitions shall be referred to in the interpretation of any part of the requirements:

- a) **“Contractor of Contractors”** mean the contractors employed by NTCSA to perform project works relating to the Project as agreed to between NTCSA and the employed contractor. Depending on the context the term “Contractor(s) may also include Principal Contractors and Sub-Contractors as defined in this Policy.
- b) **“Competent Person”** means any person having the knowledge, training, experience, and qualifications specific to the work or task being performed; provided that where the appropriate qualifications and training are registered in terms of the South African Qualifications Act, 85/1995, these qualifications shall be deemed to be the required qualifications and training.
- c) **“This Policy”** means any part of the NTCSA Employers Policy and Procedures – External Stakeholder Policy and Requirements.

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- d) **“Local Community”**, “Local Businesses”, “Local Stakeholder” means the ward and / or municipal area within which the project works falls, or any of the feeder areas within the project as agreed to between NTCSA and the Contractor prior to contracting. After contracting it may from time to time be agreed to or amended at an NTCSA nominated external stakeholder forum / committee. In the event that the nominated external stakeholder forum fails to agree on the definition of “Local” the agreement between NTCSA and the Contractor will prevail.

Mookodi extension & 1st 500MVA Transformer: stringing & cabling**14 Recruitment of Contractor Personnel**

14.1.1 Recruitment by the Contractor will support the principle of localisation. Employees from the Local Community must be given preference in any recruitment process relating to General Workers. In any other category of skills. Employees from the Local Community that are Competent Persons must be given preference, unless stated otherwise.

15 Accommodation of contractor personnel

15.1.1 The Accommodation of Contractors personnel must support the principle of localisation by providing opportunities to the Local Business / Community.

15.1.2 It is advisable that the contractor should look for employee accommodation outside the 30 km radius of the construction site. This is aimed at minimising risk of employees being targeted by rioting communities when there are dissatisfactions that may cause vulnerability to the project.

16 Transportation of contractor personnel

16.1.1 The Transportation of Contractors personnel must support the principle of localisation by means of the appointment of service providers from Local Business / local transport associations / industry that has operating licence within the project jurisdiction. Local associations will always be prioritised unless there are no registered transport associations in the area.

16.1.2 The Transportation of Contractor personnel must meet the NTCSA transportation safety standard and will be assessed by mandated personnel before operating.

16.1.3 In order to promote and foster cordial working relationships, the Contractor must make use of local transport service providers to shuttle contractor personnel to and from project site. The Contractor is advised to contact taxi association(s) local to the project site to determine transporting options and the current rates thereof.

17 Participation of EMEs & QSEs (local Small Medium Micro Enterprises -SMMEs)

a) The Contractor must play an active role in driving transformation of industries, upliftment of communities, and society at large in line with the South African socio-economic legislative framework which seeks to promote social cohesion, social justice, economic transformation, and empowerment. The Contractor must do so by purchasing / securing consumables, goods, transportation of personnel, accommodation of personnel, or other goods and services not listed below from the Local Community / Local Businesses at market related prices.

b) In the event that the Contractor procures any good or services referred to in the paragraph above by means of sub-contracting, the provisions of this paragraph will apply to such sub-contractor.

c) It is mandatory that the Contractors source from local to site SMMEs, some of the Core commodities that can be indicated and Support Services required which include but not limited to, Facilities Hire & Management, Trucking and Logistics, Vegetation Management, Safety, Garden Services, Specialist Botanical services, Waste removal, Security, Cleaning, Ablution facilities, Electrical consumables, Stationery, Plumbing, Paving, Supply of concrete, Bush clearing, PPE. However, it should be note that these can be sourced elsewhere if local suppliers are unable to provide these services and proof to that effect will be supplier when required.

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- d) In consultation with NTCSA and impacted local municipalities, an expression of interest workshop will be conducted a month before site establishment by the contractor. The objective of the Workshop is to introduce the project to local SMMES, to outline core and support commodities and services that will be required by the project as well as how to do business with the contractor.
- e) This will result to a comprehensive database of local companies that may be approached for goods and services.

18 Corporate Social Investment (CSI)

- a) Corporate social investment (CSI) is a form of corporate social responsibility, which is a company's overarching approach or strategy for improving the social, environmental, and economic well-being of project impacted communities or societies at large. NTCSA through its corporate social initiatives and development programmes has over time contributed significantly towards the upliftment of many impoverished communities. NTCSA also encourages and contractually commit its business partners to do the same so that the lives in those communities are improved and uplifted.
- b) The Contractor is required to spend an allocated % of the contract value of project(s) on CSI. The Contractor must in co-operation with the NTCSA Project representative identify value added initiative/s to achieve the aim of leaving legacies and geographical footprints in the project area and Local Communities.
- c) NTCSA will approve the CSI projects prior to the contractor executing them.
- d) CSI projects must be identified in consultation with NTCSA and Local Stakeholders and be initiated within the first 6 months of the project commencement. Implementation to be done within 7 to 16 months of construction.

19 Participation in the local stakeholder forums

- a) The Contractor in consultation with NTCSA will be required to facilitate and participate in the project local stakeholder forum to be established before site establishment. Terms of reference to be developed and be workshopped in consultation with NTCSA.
- b) The information to be shared will relate to the scope of the project, Resource Plan, recruitment initiatives, recruitment processes, local to site procurement plan, corporate social investment and any other initiatives aimed at the economic upliftment of the community.
- c) The Contractor may not engage with the Local Community or Local Stakeholders without the presence or informing NTCSA. Resolutions taken in the meeting to be shared in the reports.
- d) The nominated external stakeholder forum / committee will also deal with all the external instability related matters with the aim of mitigating those risks and preventing future re-occurrences.

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19.6 Part 2: Personnel and Industrial Relations Policy and Requirements

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20 Definitions

“Bargaining Council/s” means a council/s jointly established by employer organisations and *Trade Unions* for a particular sector or industry in terms of section 27 of the LRA and for the purposes as set out in section 28 of the LRA. For the purposes of this document, unless otherwise states, it refers to:

- a) The **Bargaining Council for the Civil Engineering Industry (BCCEI)**. All information pertaining to the scope of the BCCEI, its main agreement and all other associated collective agreements setting out the conditions of employment, wage schedules levies etc. that all Civil Contractors must comply with can be found at <http://www.bccei.co.za/>.
- b) The **Metal and Engineering Industry Bargaining Council (MEIBC)**. All information pertaining to the scope of the MEIBC, its main agreement and all other associated collective agreements setting out the conditions of employment, wage schedules levies etc. that all Mechanical Contractors must comply with can be found at <https://www.meibc.co.za/>;
- c) The **National Bargaining Council for the Electrical Industry of South Africa (NBCEI)**. All information pertaining to the scope of the NBCEI, its main agreement and all other associated collective agreements setting out the conditions of employment, wage schedules levies etc., all Electrical Contractors must comply with can be found at <http://www.nbcei.co.za/>.

“Competent Person” means any person having the knowledge, training, experience, and qualifications specific to the work or task being performed; provided that where the appropriate qualifications and training are registered in terms of the South African Qualifications Act, 85/1995, these qualifications shall be deemed to be the required qualifications and training.

“Engagement Forum” means the engagement forum(s) referred to in Part 6 of these Requirements.

“NTCSA” means NTCSA Holdings SOC Limited.

“NTCSA Representative” Unless otherwise stated, means either the Employer’s Representative / Agent or Project Manager or a functionary appointed by NTCSA to represent it in any matter concerning these Requirements. To avoid doubt, it will include a person appointed by the Employer’s Representative, Employer’s Agent or the Employers Project Manager to represent NTCSA in any matter concerning these Requirements, such as the NTCSA Internal Stability Manager.

“General Workers” means employees employed in jobs graded as Category 1 in the wage schedules issued by the MEIBC or in jobs graded as Task Grade 1 in the wage schedules published by the BCCEI or As a General Assistant in terms of the NBCEI main agreement. Concerning Contractors that falls within the jurisdiction of any other Bargaining Council or for non-party Contractors, it means jobs that are same, similar, or comparable with those referred to in this definition.

“Industrial Action Management Procedure” means the industrial action management procedure referred to in Part 7 of these Requirements.

“Industry Agreements” means the collective agreements and addendums to it for the Bargaining Council for the Civil Engineering Industry (BCCEI), the Main Agreement of the Metal and Engineering Industries Bargaining Council (MEIBC) respectively and the Main Agreement for the National Bargaining Council for the Electrical Industry to South Africa (NBCEI), that regulate terms and conditions of employment of Employees. Industry Agreement may become applicable to Contractor(s) by means of applying a Bargaining **Council Agreement**; extension by the Minister of Labour to none parties in terms of section 32 of the LRA; or through the operation of this Policy. Concerning the Project works, the Industry Agreements of the BCCEI, the MEIBC or the NBCEI will apply to a Contractor. It is the Contractors' responsibility to ensure that it correctly determines the Bargaining Council that has jurisdiction over its works and that they use the latest version of the applicable Industry Agreements.

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“Industry Wage Rates” means the entry rates negotiated at Bargaining Council level between the relevant Employer’s organisations and Trade Union(s) in an Industry Agreement.

“Labour Relations Act” (LRA) – means the South African Labour Relations Act 66 of 1995. A copy of the LRA may be found at <https://www.gov.za/documents/labour-relations-act>.

“Local Employees” or “Local Community” means an employee ordinarily resident within a 40-kilometre radius of the Project (in accordance with the criteria established by NTCSA). It may, from time to time be agreed or amended at an NTCSA nominated external stakeholder forum/committee. If the nominated external stakeholder forum fails to agree on the definition of “Local” the agreement between NTCSA and the Contractor will prevail.

“Medical Certificate of Fitness for Duty” means a certificate valid for one (1) year issued by an Occupational Health Practitioner (OHP) as defined in these Requirements.

“Medical Surveillance” means a planned programme or periodic examination (which may include clinical examinations, biological monitoring, or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an occupational medicine practitioner.

“Non – local employees” means persons employed at the Project works who do not meet the definition of Local Employees.

“Occupational Health Practitioner” means a qualified Occupational Health Practitioner that is registered with SASOM as an Occupational Health Practitioner and includes Occupational Nursing Practitioners and Occupational Medicine Practitioners.

“Principal Contractor” means an entity that conducts construction work and related activities on the Project and holds a primary commercial contract with NTCSA. Depending on the context, the term “Contractor(s)” may also include either a Principal Contractor, a Subcontractor or a Service Provider as defined in these Requirements.

The **“Project Site”** means the project site as stipulated in the commercial contract or any other places that may be specified under the contract as forming part of the Project Site.

“Scarce and critical skills” means the list of skills or qualifications determined to be critical for the Republic of South African in relation to an application for a critical skills visa or permanent residence permit as published in the Government Gazette No 37716 of 3 June 2014 or any other Government Gazette issued by the Department of Home Affairs which amend or replace the list set out in the mentioned Government Gazette and which is available at:

(It is the responsibility of the Contractor to ensure that he has the latest version of the list.)

“Semi-Skilled Employees” means employees employed:

- a) In jobs graded Category 2 to 4 (MEIBC) in the scheduled issued by the MEIBC
- b) In jobs graded jobs graded as Task Grade 2 to 8 (BCCEI)
- c) In jobs that are not graded as a General Assistant and not as an Artisan as issued by the NBCEI
- d) Concerning non-party *Contractors*, it means jobs that are the same, similar or comparable with those referred to in this definition.

“Skilled Employees” or “Artisans” means employees employed.

- a) In jobs graded Category 5 (MEIBC) in the scheduled issued by the MEIBC.
- b) In jobs graded as Task Grade 9 (BCCEI) in the scheduled of the BCCEI.
- c) In a job that requires the employee to be an Artisan (NBCEI) in the schedule issued by the NBCEI.
- d) Concerning non-party *Contractors* it means jobs that are the same, similar or comparable with those referred to in this definition. It will include any qualified artisan

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“Strike Diary” means the strike diary referred to in *these Requirements*

“Subcontractor” means an entity that has been contracted by a *Principal Contractor* to conduct construction work and related activities or services at the *Project*. *Subcontractors* also include Temporary Employment Services or labour brokers and service contractors.

“Temporary Employment Service Provider” means any institution who, for reward, procures for or provides to a client, persons that render services to, or perform work for, a client; and who are remunerated by the Temporary Employment Service Provider. As defined in section 198 of the LRA.

“Termination” means the date on which the employee’s limited duration contract or secondment contract comes to a natural end, due to the completion of the task the employee was employed for, or due to the expiry of the period, the employee was employed for. It excludes the dismissal of an employee for reasons related to conduct, capacity and operational requirements.

“These Requirements” means any part of the Employer’s Personnel and Industrial Relations requirements.

“Trade Unions” means an association of employees whose principal purpose is to regulate relations between employees and Employers, including any Employer organisations and who are registers in terms of the requirements established by the LRA. It excludes political parties or any other association of persons or members of the community who are not registered as a trade union at the Department of Labour and whose scope of application includes work that is performed at the Project works.

Duty to co-operate.

- a) The Contractor shall co-operate with the NTCSA Representative concerning all personnel and industrial relations issues that may from time to time arise at the Project Site or in connection with the Project works.
- b) If required by the NTCSA Representative, the Contractor shall co-operate with other project Contractors in HR, IR, Industrial Action or community unrest or potential unrest that may from time to time arise at the Project Site or in connection with the Project works.

Contractor’s Representative

- a) The Contractor’s Representative shall have all authority, qualifications, competence, and mandate necessary to act on behalf of the Contractor on all personnel and industrial relations matters. If the Contractor’s Representative is not a Competent Person concerning HR and South African IR, he shall be assisted by a Competent Person in the fields of HR Management and South African IR. Such assistant must be readily available to attend to the Project Site. The NTCSA Representative shall, if the human resourcing for the Project works justifies it, be entitled to require this assistant to be in the full-time employ of the Contractor and/or to be employed full-time at the Project Site.
- b) The Contractor’s Representative or his assistant shall attend all meetings which the NTCSA Representative convenes and requires the Contractor Representative to attend.
- c) If the Contractor is represented by the Contractor’s Representative’s Assistant in any meeting, engagements or discussions with the NTCSA Representative or the NTCSA Internal Stability Manager relating to these Requirements, such assistant will always be mandated appropriately to engage with the NTCSA Representative or the NTCSA Internal Stability Manager relating to these Requirements.

Compliance with Industry Agreements

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- a) **The Principal Contractor must determine which Bargaining Council has jurisdiction over its Project works.**
- b) **All Principal Contractors must comply with the Industry Agreements and regulations that apply to its portion of the Project works.**
- c) **All Principal Contractors must contract with its Subcontractors, Consultants or Service Providers on the same basis.**
- d) **If a Principal Contractor appoints a Subcontractor, Consultant or Service Provider, which performs work that falls outside the scope of the BCCEI, MEIBC or NBCEI or any other Bargaining Council, such Principal Contractor will for the duration of the Project assign to the Subcontractor, Consultant or Service Provider one of the Bargaining Councils that are the most closely related to the works performed by the Subcontractor, Consultant or Service Provider. All Principal Contractors must be assigned to one of the Bargaining Councils and must comply with the agreements and regulations of such assigned Bargaining Council. Non-party Contractors do not have to comply with the term and conditions of employment exclusively available for employers and employees that are parties to a particular Bargaining Council, i.e., Pension and Provident Fund Schemes, Medical aid, etc.**

Part 2: Recruitment, Selection and Contracting**Resource Plan**

- a) **The Contractor shall include a contractor organogram and a project resource histogram indicating:**
- b) **The various stages in which the Project works will be executed.**
- c) **The skills type and the associated job categories and job titles that will be required during each stage of the Project.**
- d) **The job titles must be aligned with those appearing in the wage schedules of the applicable Bargaining Council, Wage Schedules. The job titles further must be classified as either: Management, Supervisory or Administrative staff; Skilled Employees (Artisans); Semi-Skilled Employees and General Workers;**
- e) **The plan must also clearly state the number and job titles of the Contractors core employees it intends seconding to the Project works. General Workers may not be part of the Contractor's core employees.**
- f) **The number of employees to be employed in each job title / job category and the ratio of Local Employees versus non-local or core employees for each job category.**
- g) **The stage of the Project when the number of employees will be reduced and the stage when a specific job title will no longer be required at the Project works.**
- h) **If so, required by NTCSA Representative, the Contractor will be required to communicate to the NTCSA nominated external stakeholder forum/committee the content of the resource plan.**
- i) **If required and feasible, the Contractor may be required to amend the resource plan. If the NTCSA Representative requires the Contractors to amend the resource plan with more than 20% of the number of General Workers (measured separately) or Semi-Skilled Employees (measured independently), this will constitute a compensation event, and the Contractor must follow the normal processes to claim any additional cost from NTCSA. The Contractor must substantiate such claims against the resource plans required in terms of these Requirements.**
- j) **The Principal Contractor must contract with its Subcontractors on the same basis.**

Recruitment

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- a) The Contractor shall recruit employees to be employed at the Project works in compliance with the principles set out below:
- b) In accordance with the resource plan, referred to in these Requirements;
- c) Preference for the employment of all employees in all job categories, excluding the Contractor's core component, will be provided to candidates from the Local Community. All General Workers will be employed from the Local municipalities 70% of which should be from the Communalities of the impacted wards;
- d) Project Feeder Area for unskilled recruitment is 10-20 km for urban & 20-40 km for rural. In cases of multiple wards that are within the allowable km radius, the 60-40% recruitment split principle will apply. The list to be submitted by the impacted Municipality for interviews and final appointed by the contractor in consultation of NTCSA representative.
- e) All Project Contractors shall source persons from the Local Community via the recruitment guideline by NTCSA and as agreed to from time to time at relevant external stakeholder forum/committee. If the relevant external stakeholder Project steering forum/committee does not agree or fails to agree on a recruitment procedure, the procedure guided by NTCSA will prevail;
- f) A detailed recruitment guideline will be made available to the Contractors and Subcontractors at the "kick-off" meeting.
- g) The Contractor may only recruit persons by means of its normal in-house recruitment procedure in the following circumstances:
- h) The resource plan indicates that the skills will not be recruited from the Local Community, and it is clear that such skills are not available in the Local Community;
- i) The Contractor can prove that it did follow the required procedure for recruiting Local Employees and that it was not possible to appoint a Competent Person;
- j) Foreign nationals may only be employed with the approval of the NTCSA Representative. Such appointments will be communicated with the relevant external stakeholder forum/committee and.
- k) The Contractor's recruitment policy and procedure shall be fair and shall not discriminate against any person or group of persons. The NTCSA Representative shall be entitled to inspect the Contractor's recruitment policies, procedures and any records concerning shortlisting, pre-selection checks, competency testing, medical testing, or any other relevant document.
- l) No recruitment shall occur at the Project Site / Project works, accommodation areas or at any other places that may be specified under the contract as forming part of the Project Site or within a 5km radius of the Project Site. Irrespective of whether the recruitment is conducted directly, indirectly, by the Contractor, by a Temporary Employment Service or a third party. However, interviews maybe conducted within the project site when necessary.

Fitness for Duty Assessments (Including Foreign Nationals)

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- a) Contractor personnel may NOT offer a contract of employment or a seconded employee contract to perform any work at the Project Site unless the candidate has been issued with a Medical Certificate of Fitness for Duty issued by a registered Occupational Health Practitioner conducted in terms of the Occupational Health and Safety Act.
- b) The Contractor must implement a Medical Surveillance program. Such Medical Surveillance programme must ensure that the Medical Certificate of Fitness for Duty for each employee is at all times valid.
- c) When the services of an employee are terminated for whatever reason, such Contractor will require the employee to undergo an exit medical examination.
- d) NTCSA reserves to at any time inspect the Contractor's records to determine whether all employees have a valid Medical Certificate of Fitness for Duty.
- e) If an employee does not have a valid Medical Certificate of Fitness for Duty for the job the employee has been appointed in, NTCSA will have the right to prevent such person(s) from carrying out any work at the Project Site / works and remove or cause to remove such persons from the Project Site. The removal of such person by NTCSA will not constitute a compensation event and will not establish any grounds for a claim by a Contractor for time or cost.
- f) All costs relating to any assessment required to issue an employee with a Medical Certificate of Fitness for Duty will be borne by the Contractor. Such costs must be included in the Contractor's tender price and will not constitute an entitlement and or a claim. To estimate the costs, the Contractor may contact the South African Society of Occupational Medicine for assistance. www.sasom.org

Security Clearance to perform Work On-Site.

- a) The Contractor must establish a security clearance and access requirements for the Project Site. In addition, the Contractor must also adhere to the requirements set out below.
- b) A Contractor may NOT offer a contract of employment or secondment to a person before obtaining security clearance for the employee.
- c) A Contractor may NOT offer a contract of employment to a person if any other Project Contractor has dismissed such a person for misconduct or an inability to perform the work at the required standard without the prior application to and approval by the NTCSA Representative.
- d) If a Contractor does not comply with the provisions of this paragraph and the Contractor offers employment or secondment to a person, such person will not be allowed to work at the Project works / Project Site. If the person is already working, the Contractor will remove such employee from the Project works / Project Site. Failure to do so will entitle NTCSA to remove or cause to remove such a person from the Project Site. It will be the Contractor's responsibility, without any recourse against NTCSA, to resolve any disagreement or dispute (legal or non-legal) that arises out of such actions taken by NTCSA. Such removal does not constitute a compensation event.

Anti-poaching Undertaking

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- a) Contractors shall not recruit or attempt to recruit staff or labour from among the personnel of another Project Contractor through financial inducements, or other incentives, or by any other means during the period of the Project, except where:
- b) Another Contractor has demobilised a person or made the person redundant;
- c) The Contractors that want to recruit an employee must obtain a letter from the current or old employer (another Project Contractor) confirming that the person is no longer in the employment of the previous employer.

Contracting of Personnel

- d) All Local Employees shall be appointed by means of a limited duration contract (LDC) in compliance with section 198B of the LRA and the applicable Industry Agreements.
- e) All LDC agreements will be standardised based on the terms and conditions determined by the applicable Bargaining Council that may have jurisdiction over a particular part of the Project works. Such a contract should be submitted to an NTCSA representative for approval.
- f) All Non - local employees shall be employed at the Contractor's premises, and after that, be seconded to the Project where-after, they may be mobilised at the Project Site.
- g) All permanent core employees and LDC core employees shall enter into secondment contracts before being mobilised at the Project Site.
- h) All employees shall complete site induction and Contractor's induction before being mobilised at the Project works / Site.
- i) Employees shall be entitled to payment from the date stated in the contract or if the contract does not contain such a date, from the date both parties signed the contract.
- j) If so required by NTCSA, all employees shall be registered in the Wage Bureau, with the names, ID numbers (or passport numbers), type of contract, scheduled or non-scheduled, geographical location, union membership and skills level.

Termination of Limited duration /secondment Contracts

- a) Termination of the limited duration contract or the secondment contract will occur on completion of the task for which the employee was employed or seconded to.
- b) For the purposes of these Requirements, Termination excludes employees dismissed for any reason relating to the employee's conduct or capacity or the employer's operational requirements as permissible under South African labour legislation.
- c) If a Contractor contemplates Termination, the Contractor must inform the NTCSA Representative, before engaging any employees concerning such Termination for approval.
- d) After the Termination of a secondment contract, such employees shall be returned to their parent company, and their contract of employment upon which the secondment was based will become applicable.

Use of Temporary Employment Service PROVIDERS

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20.1.1 NTCSA prefers that Contractors directly employ its labour force. The Contractor may only utilise the services of a Temporary Employment Service Provider subject to Compliance with the provisions of section 198 and 198A of the LRA; and Compliance with the requirements established by any applicable Industry Agreement.

20.1.2 Before engaging the services of a Temporary Employment Service Provider, the Contractor must:

- a) Submit a motivation for approval by the NTCSA Representative. The Contractor must clearly state the reasons why the Contractor is not able to employ the employee itself and the reasons why they have to use a Temporary Employment Service Provider.**
- b) The Contractors and Subcontractors remains responsible for the Temporary Employment Service Provider and its employees.**
- c) All labour sourced through a Temporary Employment Service Provider is employed on the applicable standard industry agreed LDC and/or a “Secondment Contract of Employment”;**
- d) All local labour employed on the Project be recruited through the established recruitment process as set out in paragraph 0 of Part 2 of these Requirements. No alternative recruitment of local labour is permitted under any circumstances;**
- e) All seconded labour is registered with the Industrial Relations Senior Officer for “take-on” and induction purposes;**
- f) Should the Contractor(s) and Subcontractors be found to be circumventing the established recruiting system or procedure, the Contractors and Subcontractors is to remove the employee as well as the employee’s access to the Project immediately;**
- g) If so required by NTCSA, the Temporary Employment Service Provider employees must be registered with the NTCSA Wage Bureau in the same manner that all other employees are registered**
- h) Not approving the use of a Temporary Employment Service by the NTCSA Representative will not constitute a variation or in any manner give rise to a compensation event or result in entitlement and/or a claim for time and or cost by the Contractor.**

Induction

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20.1.3 The Contractor shall submit for approval by the NTCSA Representative a Project specific induction and training program. The Contractor shall, at their own cost, provide Project specific induction and training for its employees and Subcontractors, which training shall include, among other things:

20.1.4 The objective of the Contractor on the Project; Project Stability Plan and

- a) The Bargaining Council has jurisdiction over the Contractor's portion of the Project works. The industrial relations system that applies to them. The nature and manner in which matters of mutual interest are agreed to at the industry level;**
- b) The specific terms and conditions of employment relating to its employees as contained in the applicable collective agreements / wage instruments (if any);**
- c) The particular procedures and structures employees must use to air dissatisfactions / grievances and engage the employer as required by Section 20.10 Part 6 of these Requirements.**
- d) Information regarding identification, site access, site rules, environmental protection, hygiene, health and safety, Project information and miscellaneous Project and Project Site-specific requirements;**
- e) End of work procedures and policies.**
- f) Project Spokesperson and Media Policy**
- g) The Project corporate branding policy. The induction will be in a form and language that the attendee can reasonably be expected to understand.**
- h) No employee will be allowed to work on the Project Site (or at any other places, if any, as specified under the contract as forming part of the Site) without having undergone this required induction training.**
- i) The Contractor shall be required to keep and make available to NTCSA on request a written record of the attendance of its employees who have attended such training.**
- j) Should an employee change employment to another employer on-site during the duration of the Project, the employee must attend and complete the new employer's specific induction programme and sign a newly written acceptance before commencing work for the new employer on-site.**
- k) For inspection, audit and quality control purposes, the NTCSA Representative may at any time be present at the Contractor induction;**
- l) Contractor personnel must undergo re-induction: after being absent from the Project Site for longer than 6 weeks; before returning from the Easter break or an annual break; before returning to the Site after Industrial Action.**
- m) The Contractor shall bear all costs related to such training. Any re-induction that is required before / after employees return to the Site after Industrial Action / strike action or unrest will be for the sole cost of the Contractor**

Entry to Site

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20.1.5 The Contractor will ensure that the NTCSA Representative signs off its resources plan and mobilisation plan before mobilising any resources to the Project Site;

- a) **The employee will be expected to comply with the Project works security access policies and procedures.**
- b) **A Contractor employee shall not be registered on the security access system unless the Contractor can prove in the prescribed format that the employee:**
 - i. **Has completed the required medical examination and has a valid Medical Certificate of Fitness for Duty;**
 - ii. **Is in possession of a valid contract of employment or secondment contract issued by a Project Contractor;**
 - iii. **Has submitted copies of their South African identity documents/smart identity card or, if a foreign national, a valid passport, work permit and residence permit.**
 - iv. **Has completed the Project-specific induction programme;**
 - v. **Has been issued by site security with an active site identity card.**
- c) **An employee must clock in at entry and clock out when exiting the Project Site, and no exceptions will be allowed. Contractors will be allowed to fix accidental issues, e.g. single clock's (one-way entry). This information will be used for the assessment of contract payments.**
- d) **Contractor that does not have a formal clocking system must require the employees to sign on when entering the Project Site and to sign off when leaving the Project Site. The Contractor must retain the records, for inspection and auditing by the NTCSA Representative.**

20.2 Part 3: Remuneration, Benefits and Other Conditions of Employment

Principles

- a) **It is the sole responsibility of the Contractor to ensure that it at least pays wages and provide benefits and conditions of employment prescribed by the Industry Agreements that applies to the Contractor as determined in paragraph 0 of Part 1 of these Requirements.**
- b) **Annual increases and the improvement of benefits as determined by the applicable Bargaining Council will be implemented accurately and timeously to ensure labour stability. Failure to do so will entitle NTCSA to exercise its rights in accordance with Section 20.4 Part 5 of these Requirements.**
- c) **The Contractor will not engage in any form of wage negotiations at the Project Site, accommodation areas or at any other places that may be specified under the contract as forming part of the Project Site or within a 5km radius of the Project Site or any such other places or accommodation.**
- d) **The Contractor will ensure that labour peace and stability on the Project Site is not negatively affected by wage disputes as a result of wage differentials. Expedited resolution of wage disputes expeditiously is encouraged.**
- e) **NTCSA has the right to audit any Contractor without notice to ensure compliance with these principles. The Principal Contractor and its Subcontractors will, for these purposes, make available the required information at a time and frequency specified by NTCSA.**

Industry Wages Rates

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- a) **All Contractors shall comply with the Industry Wage Rates prescribed by the applicable Industry Agreement. Contractors must pay at least the minimum wage rate specified in the Industry Wage Rates Schedule.**
- b) **The extension of a Bargaining Council Agreement in terms of section 32 by the Minister of Labour will NOT constitute a change in legislation, as contemplated by the NEC contracts and will therefore not constitute a compensation event and will not constitute an entitlement or a claim by the Contractor.**
- c) **The Contractor must pay its General Workers and Semi-skilled Employees the wages as reflected in the relevant Industry Agreements. The Contractor may not pay such employees above the scheduled rates without first consulting other project contractors and obtaining authorisation from the NTCSA Representative.**
- d) **The Contractor must manage the wage increments granted to Skilled Employees above the applicable Industry Wage Rates in a manner that:**
- e) **Would enable the Contractor to substantiate wage differentials should it be challenged by their employees, organised labour, or any other interested party. Such increments should be based on sound remuneration principles, which should include but not be limited to performance, competency, years of service, related experience, and qualifications.**
- f) **It does not create inconsistencies that may cause labour instability for other Contractors employed at the Project Site.**

Working Hours and Overtime

- a) The site hours of work shall comply with the applicable legislation and Industry Agreements, whichever is applicable.
- b) All hours worked more than that stated in relevant Industry Agreements shall be paid at the applicable overtime rates;
- c) Averaging of working hours (clawback) must comply with the provisions of the Basic Conditions of Employment Act (BCEA) and the relevant Industry Agreements.
- d) Where overtime is scheduled to be worked more than what is stipulated in the BCEA or the Industry Agreements, the Contractor shall apply for exemption at the MEIBC or the Department of Labour, whichever is applicable.

Lunch Breaks

- a) Lunch Breaks will meet the requirements determined by the BCEA, the applicable Industry Agreements and any allowable agreement between the Contractor and its employees.
- b) The specific time when the lunch break will be taken will be determined by the Contractor, in co-operation with the NTCSA Representative.

Working Shift**Shift Pattern**

- a) Shifts should be worked in accordance with a working pattern agreed with the NTCSA Representative.
- b) Contractors may be required to consult their employees and their representatives on the Shift Pattern.

Night Work

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- a) Night work will constitute any work performed between 18:00 to 06:00 or as defined otherwise by an applicable Industry Agreement.
- b) A night shift allowance must be paid in compliance with the applicable Industry Agreements.

Leave

- a) The type of leave, the quantity, any payment associated with leave as well as the timing thereof will be granted to employees in accordance with prevailing legislation, Industry Agreements and industry practices.
- b) NTCSA will be provided with leave records periodically to determine whether employees were absent from work with or without approval.

Incentive Bonuses

- a) Any incentive scheme introduced by the Contractor must be based on productivity and align with the Project Site safety standards. No other incentives or bonus schemes will be allowed.
- b) Where required by law or good IR Practices, the Contractors must consult its workforce or its representatives on the nature and the rules of the incentive scheme.
- c) Unless otherwise agreed, all costs associated with an incentive bonus will be borne by the Contractor and will not constitute a compensation event, a variation, an entitlement or a claim.
- d) Before consulting the workforce on introducing an incentive bonus scheme, the Contractor must consult with and obtain acceptance from the NTCSA Representative.

Additional Allowances and Bonuses

- a) Except for incentives paid for working during annual shut down or for recovery of the Project schedule, which may from time to time be agreed with the workforce; or any allowances and bonuses stipulated in an Industry Agreement, no additional allowances, subsidies or bonuses will be considered or paid on the Project Site unless it is provided for in these Requirements.

General Principles for Payment of Wages

- b) No salaries or wages or any part thereof shall be paid in cash, or vouchers, whether directly or indirectly or whether paid by the Contractor, Temporary Employment Service or a third party.
- c) To avoid doubt, this restriction shall not prevent the issuing of payslips or other written confirmation of payment at the Project Site.
- d) All scheduled employees must be paid monthly. No daily, weekly, or fortnightly payments will be allowed.
- e) It is advisable that payday in consultation with the NTCSA representative should be the last Thursday of each month or on an agreed date between NTCSA and the contractor. To resolve any pay queries before payment is made, payslips must be issued the day before payday. The payslip format must meet the requirements of the bargaining council and must be approved by the NTCSA Representative. During public holidays or builders break, an agreement between NTCSA and the contractor should be reached on the payment date
- f) To resolve or prevent labour instability relating to payment, timesheets will close seven (7) days before payday. Each employee will sign off timesheets at the end of each week. All queries concerning hours worked and processed must be resolved timeously and expeditiously.
- g) The NTCSA Representative may, after consultation with the Contractor, require all Project Contractors to pay their employees on the same day of the month. Such requirement will not constitute a compensation event, variation, or entitlement to a claim
- h) The NTCSA Representative may monitor and, from time-to-time audit compliance of timesheets and payment as and when determined.

Emergency Medical Services

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- a) Each Contractor shall provide and maintain good order suitable first-aid equipment as prescribed in regulation 3 of the General Safety Regulations, 1986, made clear under the Occupational Health and Safety Act, 1993, at the Project works.
- b) Each Principal Contractor must ensure the availability and provision of emergency medical services, in compliance with the requirements established by the National Health Act, 2003 (Act No. 61 of 2003) and the Emergency Medical Services Regulations for all employees employed by that Principal Contractor and its Subcontractors at the Project Site, accommodation areas or at any other places that may be specified under the contract as forming part of the Project Site.

Transportation

- a) The Contractors and Subcontractors will be solely responsible for providing suitably licensed transportation to and from the Project Site for its employees.
- b) The appointed transport service providers must incorporate the principles of localisation and empowerment of local business, local transport associations/industry, as determined by the area licencing in consultation of NTCSA
- c) Transport service providers and Contractors transporting employees must at all times comply with the National Road Traffic Act (no 93 of 1996) and the latest NTCSA Vehicle Safety Specification as amended from time to time and available on request, will be applicable concerning the transportation of employees and Contractors will comply with the provisions thereof;
- d) The contractor to appoint recruited taxis for transportation of employees. Such taxi appointment to be done from the impacted municipalities within the project jurisdiction.

Accommodation

- a) Accommodation will be provided to non-local employees only.
- b) The Contractors and Subcontractors that are outside the 120km radius of the project feeder must provide accommodation and full boarding at the designated hostel/accommodation for Supervision and semi-skilled personnel or Artisans, where the Contractors and Subcontractors are required to accommodate its seconded employees. Such Accommodation will be supplied at the Contractors cost.
- c) Accommodation will not be provided to Local Employees.
- d) As a minimum standard, all accommodation must meet the requirements set out in the Main Agreement for the NBCEI, Part II, Sec 1(e) (iii), irrespective of whether a different Bargaining Council has jurisdiction over the Project works of the Contractor.
- e) All accommodation constructed or provided for shall meet the applicable legislative requirements and any other legislation that may become applicable from time to time.
- f) NTCSA may inspect accommodation at any time to ensure that it meets the requirements as set out in these Requirements.
- g) If the NTCSA Representative inspects accommodation and finds such accommodation not meeting the standard, the Contractor will implement at its cost any and all steps required to accommodate the employees in accommodation that meets the required standard. Such will not constitute a compensation event, variation, or entitlement to a claim.

20.3 Part 4: Skills Development and Skills Transfer**Skills Development**

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- a) The Contractor must meet all legal requirements about skills development of its workforce. The Contractor must prove that it has met these Requirements in as far as it concerns the employees it employs at the Project works.
- b) The Contractor must keep the relevant records that show it has met these Requirements for skills development.
- c) The Contractor must make available to NTCSA any and all information that shows that it has met such requirements, in a format prescribed by NTCSA and as frequent as determined by the NTCSA Representative.
- d) NTCSA may, at its discretion, audit compliance of the Contractor with the legal requirements.

Skills Transfer

- e) The Contractor must ensure the transfer of skills from its Skilled Employees with scarce and critical skills to Local Employees as agreed to during the contract negotiations. The Contractor will bear the cost associated with such transfer of skills.

20.4 Part 5: Minimum Compliance and Adherence

Compliance Requirements

20.5 Before mobilising, the Contractors have to submit proof that they are compliant with the following legislative requirements i.e.:

- a. Registration with COIDA and letter of good standing
- b. Registration for UIF and letter of good standing
- c. Skills development levies and letter of good standing
- d. Submission of skills development plans
- e. Tax – letter of good standing
- f. Proof that they are compliant with the following requirements as established in these Requirements and the BCEA or the applicable Industry Agreements i.e.:
- g. Registration with the relevant Bargaining Council by producing a registration certificate and a letter of good standing
- h. Contracts of employment and secondments agreements;
- i. Benefits (leave).
- j. Contributions i.e.: levies, provident fund, and medical aid, etc.
- k. Industry Wage Rates

20.6 The above to be complied before any recruitment can commence

- f) Principal Contractors will be held liable if a Subcontractor defaults on the payment of its employees,

20.7 During Execution of Works

- a) The Principal Contractor must prove to the NTCSA Representative that all of their Subcontractors meet the minimum compliance requirements and are in good standing. The NTCSA Representative may at any time perform its own audits on any Contractor(s) to determine whether they are fully compliant or not.
- b) NTCSA will have zero tolerance for any Contractor non-compliance. It reserves the right to remove from the Project Site any individual that is found to have caused any non-compliance due to misconduct, lack of care, incompetency or negligence and project reputational damage.

Removal from The Project Site

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20.8 NTCSA will have zero-tolerance for:

- a) Contractor non-compliance that relates to the non-payment, late payment, incorrect payment or short payment of an employee's wages/remuneration.
- b) Participation in unprotected Industrial Action / work stoppages, retardation of work and such conduct will constitute misconduct, irrespective of whether the employees have resumed work within the same shift or not.
- c) Non-compliance with the NTCSA Life Saving Rules issued under the commercial contract;
- d) Tampering with safety equipment; and
- e) Conduct that is impermissible by any legislation that applies to the Project works, the Project Site or the accommodation areas.

Grounds for Removal of Contractor Personnel from Site

20.9 NTCSA may require the Contractor to remove temporarily or permanently (or cause to be removed) any person or person(s) employed at the Project works, including the Contractor's representative if applicable, who, in the opinion of the Employer's Representative is in breach of any listed requirement,

- a) that goes against project approved internal and external processes.
- b) Causes NTCSA or the company reputational damage
- c) For which the employer has zero-tolerance; Commits any act or omission that places site labour stability at risk.
- d) Has caused or did not take reasonable steps to prevent labour instability.
- e) Fails to ensure compliance by its Subcontractors,
- f) Does not comply with the provisions of these Requirements, Industry Agreements, applicable collective agreements and site instructions.

20.10 PART 6: Industrial Relations**Freedom of Association**

- a) The organisational rights should also afford Contractors the right to: participate in the establishment of an employer organisation, join a registered employer organisation, participate in its lawful activities, nominate representatives of the Contractor to stand for election and be eligible to be appointed as an office-bearer of an employer organisation, and to perform the lawful functions of the employer organisation.
- b) Any of the above rights may be exercised free of victimisation, discrimination and or intimidation.

Industrial Relations Policy, Standards and Practices

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20.11 The Contractor shall make provision for the written procedures in the interest of sound industrial relations and managing their workforce:

- a) To this end and is not exhaustive, the Contractor must have in place procedures and processes for dispute resolution, disciplinary handling, grievance handling, Industrial Action, absenteeism, induction programmes, recruitment and selection, daily labour returns, payroll and payment of wages, working time and shift rosters, incident reporting, violence and intimidation, mobilisation and Termination.
- b) NTCSA reserves the right to request an audit concerning the implementation and adherence to these policies, standards and practices. The Contractor is required to provide all relevant information to the NTCSA Representative to perform such an audit.
- c) All industrial relations incidents, no matter how minor and whether or not that may result in Industrial Action, must be reported immediately to NTCSA.
- d) All Contractors will submit a weekly industrial relations report in accordance with the format and frequency requirements established by the NTCSA Representative. This will be done irrespective of any incidents/claims that may have occurred or not.
- e) NTCSA reserves the right to request the Contractor to report to it in a format and frequency prescribed by NTCSA and to submit to NTCSA Representative information and statistics related to any matter referred to in these Requirements. The Contractor must supply the NTCSA Representative with the requested information within 7 days of first requesting such information. Such a request will not constitute a compensation event, variation or create an entitlement for a claim.

Resolution of Labour Related Disputes

- a) Any labour disputes will be resolved in accordance with the provisions of the main agreement of a Bargaining Council who has jurisdiction over the work being performed by the Contractor or alternatively by the CCMA.

Establishment of Engagement Forums

- a) The Contractor must establish forums in which the employer can engage its employees and vice versa. The purpose of such a forum must be to ensure regular and effective engagement and communication between the employers, their employees and recognised Trade Union(s). If a Contractor in the normal course of its business has established such a forum, it must continue with such.
- b) All Principal Contractors will require their Subcontractors to implement such Engagement Forums and will monitor and ensure compliance.
- c) The Contractor shall take the necessary steps to ensure that the Engagement Forum remains effective and functional for the duration of the works at the Project Site. The Contractors will regularly hold Engagement Forums.
- d) The NTCSA Representative shall from time to time be entitled to audit the effectiveness of the Engagement Forums, and where appropriate, make recommendations to the Contractor. The NTCSA Representative shall furthermore be entitled to attend meetings of the Engagement Forums and shall have observer status at such meetings.
- e) Copies of the minutes of the meetings of the Engagement Forums, decisions and any required action emanating from each meeting, and the status of previous and current actions shall be furnished to the NTCSA Representative within seven (7) days of each meeting.

PART 7: Industrial ACTION

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20.12 The Contractor shall deal with Industrial Action at the Project Site effectively and efficiently. To this end, the Contractor shall meet the following requirements as set out below:

- a) The Contractor shall submit an Industrial Action Management Procedure to the NTCSA Representative for approval before commencing work on the Project. The procedure must deal with all forms of Industrial Action at the Project Site, which shall include a comprehensive strike management plan, including in this regard, provision for a strike management committee, a communications plan and picketing rules plan. No picketing shall be permitted at the Project Site
- b) The Contractor shall co-operate with the NTCSA Representative and other Project Contractors to refine and establish Industrial Action Management Procedures to deal with all forms of industrial action at the Project Site. It shall include integration with the Site Emergency Preparedness Plan, Security, SAPS, etc.
- c) The Contractor shall ensure that all its managers and supervisors are conversant with the provisions of and adequately trained on the Industrial Action Management Procedure;
- d) The Contractor shall immediately notify the NTCSA Representative of any actual or potential Industrial Action and/or demand (whether verbal or in writing) by its employees and/or any Trade Union acting on their behalf and keep them fully informed of all developments during any Industrial Action or anticipated or potential Industrial Action.
- e) Each Contractor will keep a Strike Diary in the format supplied by NTCSA. During any Industrial Action, each affected Contractor will, on a daily basis, provide the NTCSA Representative with an updated version of the Strike Diary.
- f) The Contractor shall mitigate the risk to the Project Site, and the Project works with the following steps. All actions must be directed at taking reasonable steps to safeguard plant equipment and life. Such steps are NOT limited to those listed below and do not replace any duty on the Contractors to take any other steps that might be necessary to safeguard plant, equipment and life.

Removing striking employees from the Project Site;

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20.13 Keeping all employees off the Project Site until the Contractor has addressed matters to the extent that it will not threaten site labour stability.

b) The Contractor will only be permitted to mobilise employees back to the Project Site once the Contractor has to the satisfaction of the NTCSA Representative motivated and demonstrated how the risks have been addressed.

a) If the Contractor, in the opinion of NTCSA, has failed to institute effective steps to mitigate the risk of Industrial Action or mitigate the risk of labour instability on the Project Site, NTCSA may without causing a compensation event (thus the Contractor will not be entitled to cost or the extension of time), decide on one or more of the following actions:

b) Order the removal of the workforce of Contractors that have employees who participated in any form of Industrial Action, or who may potentially participate in Industrial Action from the Project Site;

c) Order that possible striking employees may not return to the Project Site; and/or

d) Ordering that all the Contractor's employees be kept off the Project Site until the Contractor can satisfy the NTCSA Representative that instability within the Contractor's workforce does not threaten the Project Site labour stability.

e) The Contractor shall furthermore submit a comprehensive Industrial Action report to the NTCSA Representative as soon as possible, but no later than 24 hours after the commencement of any Industrial Action. If circumstances dictate, the Contractor must supply the NTCSA Representative with such report within every seven (7) days until the Industrial Action has been resolved. The Industrial Action report shall include the following details:

The reason/s for the Industrial Action;

The employee demands before and during the Industrial Action and management response;

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- i. A chronological sequence of events:
- ii. Starting time of the Industrial Action;
- iii. Number of employees involved, per employment category (General Workers, Semi-Skilled Employees, Skilled Employees, supervisory employees, managerial or staff) and Trade Union membership, on each day of the Industrial Action;
- iv. Man-hours lost (Production hours lost);
- v. Trade Union actions, Contractor actions, meetings held, decisions of the Contractor, representatives that were present at meetings and minutes of meetings held;
- vi. Any resolution or settlement reached;
- vii. Measures put in place to ensure Industrial Action on similar grounds does not re-occur.
 - a. To the extent where Industrial Action impacts or may impact the Project works and involves the Contractor and one or more other Project Contractors, the Contractor shall, as required by NTCSA, co-operate to form an Emergency Response Team (ERT) to assist in the management of the Industrial Action. This forum should consist of NTCSA, Principal Contractor site manager, Subcontractors site managers, IR representatives (Contractor's Representative IR Assistant) and security representatives.
 - b. Where Industrial Action impacts or may impact the Project works and involves the Contractor and one or more other Project Contractors, the IAMF will decide on all courses of action. Under such circumstances, all Contractors are compelled to follow the approach agreed upon by the ERT. If any Contractor does not comply with the decisions of the ERT:
 - c. Such Contractor will forfeit their right to claim concerning any matter that relates to any matter that falls within the scope of the ERT;
 - d. Such Contractor will become liable for all related claims that other Contractors may have against NTCSA;
 - e. Such Contractor will be liable for damages to NTCSA and other Project Contractors that relate to its non-compliance;
 - f. NTCSA may also remove or cause to be removed or prevent entrance of site Contractor personnel that in the view of NTCSA may be responsible for such non-compliance as set out in Part 5 of these Requirements.

Part 8: Contractor's right to claim Force Majeure due to Labour Instability or Industrial Action**Force Majeure**

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- a) Wages within the industry and any other industry involved in executing the scope of works that is governed by any of the Bargaining Council are determined by means of collective bargaining at an industry / Bargaining Council level. It is reasonably foreseeable that Industrial Action in support of wage demands within the mentioned industries will take place during the duration of the Project; therefore, such Industrial Action will not constitute a compensation event. It will not entitle a Contractor to a force majeure claim.
- b) It is reasonably foreseeable that disputes and unresolved grievances concerning the following issues may result in industrial action.
- c) Matters relating to remuneration.
- d) Conditions of employment; and
- e) Safety matters.
- f) Industrial Action caused by the employees of the Principal Contractor or the employees of any of its Subcontractors, for whatever reason, will not constitute a compensation event, and it will not entitle a Contractor to a force majeure or any other claim.

Stability integration and Reporting

- a) The contractor to facilitates and participate in the stakeholder Management platforms of the project tendered for and strategizes on project development and mitigate project risks or emergencies interrupting project operations
- b) The contractor to display commitment to social upliftment of communities where the project is executed through job creation, skills transfer, local SMME inclusion, local to site procurement, enterprise development in the core scope of the works and Corporate Social investment initiatives.
- c) The contractor shall submit a Project Stability Implementation Schedule which must be developed in consultation of NTCSA Project Stability Representative for acceptance a month before site establishment.
- d) The suppliers shall on a monthly basis submit a report to NTCSA in accordance with monthly report Template on their compliance with the Project Stability Obligations described above.
- e) NTCSA shall review the Project Stability reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their Project Stability obligations have not been met.
- f) Upon notification by NTCSA that the suppliers have not met their Project Stability obligations, the suppliers shall be required to implement corrective measures to meet those obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

8. Stability Undertakings

- g) The contractor undertakes to facilitate and participate in the project stakeholder management platforms as per the stability schedule given by NTCSA.
- h) The tenderer is undertaking to show its commitment to the social upliftment of communities where the project is executed through job creation, skills transfer, local (EME 1/2 / QSE 1/2) inclusion, and execution of a Corporate Social investment initiatives to be negotiated with in partnership with the NTCSA project stability practitioner in this regard.
- i) If successful, the tenderer undertakes to appoint stability personnel and conduct an “expression of interest workshop” aimed at introducing the project to local businesses, outlining project commodities for subcontracting and (EME 1/2 / QSE 1/2), onboarding before site establishment

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