

**MOKOLO AND CROCODILE
WATER AUGMENTATION PROJECT
PHASE 2 (MCWAP-2)**

TENDER NO 054/2024/PMID/MCWAP2/RFB

**PART C3.1
SPECIFICATION**

SECTION 3

**SOCIAL MANAGEMENT AND SOCIO-ECONOMIC
DEVELOPMENT REQUIREMENTS**

PART C3.1 SPECIFICATION

SECTION 3 SOCIAL MANAGEMENT AND SOCIO-ECONOMIC DEVELOPMENT REQUIREMENTS

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SECTION 3

SOCIAL MANAGEMENT AND SOCIO-ECONOMIC DEVELOPMENT REQUIREMENTS

3.1 SCOPE

This Section deals with the requirements for the achievement of social and socio-economic objectives. It covers Social Management (SM) and Socio-Economic Development (SED), excluding the monitoring and control over procurement targets, which is addressed in Section 50.

This Section 3 shall be read in conjunction with the modular suite of Specification sections constituting the Specification under this Contract.

3.2 DEFINITIONS, ABBREVIATIONS AND REFERENCES

3.2.1 Definitions

- a) **“Black owned”** refers to the definition in the Broad Based Black Economic Empowerment Act, Act No 53 of 2003, as amended by B-BBEE Act 46 of 2013.
- b) **“Black people / black women”** refers to the definition in the Broad Based Black Economic Empowerment Act, Act No 53 of 2003.
- c) **“Community”** means a social unit with commonality such as norms, religion, values, customs, or identity. Communities may share a sense of place situated in a given geographical area or in virtual space through communication platforms. Durable relations that extend beyond immediate genealogical ties also define a sense of community, important to their identity, practice, and roles in social institutions such as family, home, work, government, society, or humanity at large. Although communities are usually small relative to personal social ties, "community" may also refer to large group affiliations such as national communities, international communities, and virtual communities.”
- d) **“Exempted Micro Enterprise” (EME)** refers to Exempted Micro Enterprise which has a turnover of up to R 10 million, as defined in the Broad Based Black Economic Empowerment Act, Act No 53 of 2003.
- e) **“Enterprise Development Beneficiary”** is an enterprise which meets any one of the following criteria:
 - i) The beneficiary enterprise must be of any size and be owned at least 51% by black people. The beneficiary enterprise must be of any size and be owned at least 51% by black women.
 - ii) The beneficiary enterprise must be of any size and be owned at least 51% by black people and have achieved at least a Level 1 BBEE Contributor Recognition Level.
 - iii) The beneficiary enterprise must be of any size and be owned at least 51% by black women and have achieved at least a Level 1 BBEE Contributor Recognition Level.
- f) **“Local”** means inside the borders of South Africa, however with regard to employment and all other things being equal first preference will be given to those that reside within Waterberg District Municipality.

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- g) **“Procurement target amount”** means the Accepted Contract Amount excluding the cost of certain materials and VAT, as shown in the Bill of Quantities.
- h) **“Project Social Interface Team”** means the Team which represents, and interacts with the project’s Stakeholders and affected Communities. The Team comprises of representatives from the Contractor(s), Engineer and Employer.
- i) **“Qualifying Small Enterprise” (QSE)** refers to Qualifying Small Enterprise which has a turnover above R 10, but below or equal to R 50 million.
- j) **“Social and Economic Development” (SED)** refers to the process of social and economic development in a society.
- k) **“Social Lead” (SL)** refers to the Engineer’s Social Lead.
- l) **“Social Management” (SM)** refers to the interactions between the social management systems, socio-economic conditions, and other external factors.
- m) **“Social Management Plan”** is an approved document that documents the Contractors responsibilities with regards to the avoidance and reduction of impacts and risks as well as the monitoring, evaluation and reporting to be undertaken.
- n) **“Stakeholders”** means any strategic Stakeholder, who is affected by the Employer’s operations in the Targeted Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others delegated representatives from the District Municipality and Local Municipalities, Engineers, Project Management Office, and Subcontractors.
- o) **“Subcontractor”** means an entity appointed by the Contractor to execute a portion of the works as defined in the Conditions of Contract.
- p) **“Target Area”** means the geographic area defined in the Contract Data for Targeted Labour and which are in order of preference:
- i) One or more Wards that are located within Thabazimbi and Lephalale Local Municipalities.
 - ii) One or more immediate Metropolitan or District Municipalities.
 - iii) Immediate Provinces namely; Limpopo and North West.
 - iv) South Africa
- q) **“Targeted Enterprise”** means entity to which the Contractor sub-contracts a percentage of the contract value as a condition of contract.
- r) **“Target Group”** means a group of business entities and/or groups that meet one or more of the following ownership categories:
- i) Black Owned Enterprise (BOE).
 - ii) Black Women Owned Enterprises (BWOE).
 - iii) Black Youth Owned Enterprise (BYOE).
 - iv) Black Persons with Disability (BPD).
 - v) Military Veterans.
 - vi) Black Owned Local Enterprise (BOLE).
 - vii) Black Youth Owned Enterprises (BYOE).
- s) **“Training”** refers to the process of teaching a Learner, usually in a classroom or simulated work environment situation where principles and theory are taught, and demonstrations are given. Assignments are then set to ensure that the Learner can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train.
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Training seeks to empower the workforce with skills, ensure employees access more opportunities for skill acquisition; create space for the new entrants to the labour market to gain work experience, introduce transformative tools through training and education to redress unfair discrimination practises in the labour market against the disadvantaged groups, all with the aim to comply with the Skills Development Act 97 of 1998.

3.2.2 Abbreviations

B-BBEE	:	Broad-Based Black Economic Empowerment
BoQ	:	Bill of Quantities
CDP	:	Community Development Projects
CEMPr	:	Construction Environmental Management Programme
CIDB	:	Construction Industry Development Board
CLO	:	Community Liaison Officer
CMS	:	Construction Method Statement
CSI	:	Corporate Social Investment
CSPG	:	Contract Social Participation Goal
CSPP	:	Contract Social Participation Performance
CRE	:	Chief Resident Engineer
DWS	:	Department of Water and Sanitation
EA	:	Environmental Authorisation
EIA	:	Environmental Impact Assessment
GBN-JV	:	Gibb, Bigen, Nyeleti Joint Venture
HDIs	:	Historically Disadvantaged Individuals
IAPs	:	Interested and Affected Parties
ISEMF	:	Integrated Socio-Economic Management Framework
MCWAP-2	:	Mokolo Crocodile Water Augmentation Project, Phase 2
MMS	:	Management Method Statement
NCDP	:	National Contractor Development Programme
OH&S	:	Occupational Health and Safety
PLC	:	Project Liaison Committee
PPE	:	Personal Protective Equipment
PSIT	:	Project Social Interface Team
RAP	:	Resettlement Action Plan
SAPS	:	South African Police Service
SED	:	Socio-Economic Development
SL	:	Social Lead
SM	:	Social Management
SMME	:	Small, Medium and Micro Enterprise

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SMon	:	Social Monitor
SO	:	Social Officer
SMP	:	Social Management Plan
TCTA	:	Trans-Caledon Tunnel Authority
TVET	:	Technical and Vocational Education and Training

3.2.3 References

When reference is made to an Act, Regulation, Code of Practice, Specification or Standard, the reference shall be taken to mean the latest edition or replacement at time of tender of the Act, Regulation, Code, Specification or Standard, including addenda, supplements, modifications, and revisions thereto. Where a previous version is intentionally used, it will be indicated as such. Where reference is made to a Code, Specification or Standard that has subsequently been withdrawn and not replaced, the intended content will remain relevant unless confirmed otherwise in writing by the Engineer.

3.2.4 Social Management and Discipline Integration

The framework that underpins this specification document is conveyed through two (2) development disciplines; i) Social Management and ii) Socio-Economic Development (SED).

Environmental (biophysical) aspects are addressed in Section 4 of the Contract Specifications. Furthermore, the targets and procurement related aspects of Socio-economic Development are dealt with in Section 50 of the Contract Specifications.

The TCTA approved Project Social Management Framework, dated July 2021, provides the foundation for the application of a consistent approach to social management practice during the full lifecycle of infrastructure development projects that TCTA implements. The Framework, therefore, applies to all staff and third parties undertaking any aspect of infrastructure development projects on TCTA's behalf. To ensure that the objectives of this framework are fulfilled during construction of the MCWAP-2, a Project Social Interface Team that would inter alia include, engineering, social, socio-economic and environmental team members, would be established to ensure the integration and management of all social and socio-economic tasks. Such integration and flow of tasks are depicted in Figure 3/1.

3.3 SOCIAL MANAGEMENT (SM)

3.3.1 Social Management Principles

The Contractor shall at all times ensure that the following principles of SM are adhered to:

- a) Build positive and productive relationships with stakeholders as a way of promoting social cohesion and partnerships.
- b) Mitigate the adverse impacts of the project on landowners and land users which will result in reducing social risks on the project.
- c) Operate in a manner that is inclusive by involving multiple sectors of society such as business forums, women and youth groups, vulnerable people, education forums, farmer associations and those impacted by the project in community engagements.
- d) Promote transparent and accountable governance by facilitating forums and platforms for communication and feedback with stakeholders.
- e) Movement of labour and equipment within the right-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops or property and intruding on Game Farms.
- f) In general people shall be considered important / primary in the project.

3.3.2 Social Management Objectives

The Contractor shall at all times ensure that the following objectives of SM are adhered to, and to:

- a) Actively mitigate social issues that may have an impact on the production of the project.
- b) Identify, manage and minimise social risks that may impact on social management outcomes.
- c) Developing and maintaining a complete database of all project-affected persons and other stakeholders (including interested parties, stakeholder groups and stakeholder sectors), their contact details, and all interactions and transactions that have taken place with them.
- d) Identifying and maximizing potential project benefits.
- e) Facilitating the implementation of the mitigation measures by ensuring that all project-affected persons are informed of the project, its objectives and associated activities, and how these may affect them.
- f) Monitor and measure parameters to ensure implementation of mitigation measures.
- g) Ensure that mitigation measures are effective.
- h) Ensure that livelihoods of project-affected persons are protected during the execution of the works.

The six (6) functional areas of social management require specific approaches and interventions but these should be aligned and managed in support of each other. The Social Management programme is therefore divided into six primary elements of social management and their significant activities:

- a) Interdisciplinary Collaboration.
- b) Stakeholder Engagement.
- c) Socio-Economic Transformation.
- d) Community Development Projects.

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- e) Resettlement and Livelihood Restoration, though not directly the Contractor's responsibility.
- f) Social Monitoring and Evaluation, excluding monitoring and evaluation of resettlement and livelihood restoration programmes.

The disciplines of the Natural Environmental and Health and Safety are integral to Social Management and are therefore included as collaborators with Social Management.

3.3.3 Method Statement

The Contractor shall, within 28 days of the date of the Letter of Acceptance, make available to the Engineer, for evaluation, his elaborated and fully detailed method statements for the maintenance, adherence, and protocols for all SM related approaches and Socio-Economic development initiatives to be aligned to the project's approved Integrated Socio-Economic Management Framework (ISEMF).

3.3.4 Land and Landowner Interactions

The Contractor shall respect the property and rights of landowners, land occupiers and affected individuals and shall treat all such persons with courtesy. Disruption to the daily lives of landowners, land occupiers and individuals near any working area shall be at all times fall within the targets set in the approved Social Management Plans and Construction Environmental Management Programme.

3.3.4.1 Land Access Arrangements and Interactions with Landowners

Access procedures to affected properties shall be as follows:

- a) No property shall be accessed without prior appointment.
- b) The Employer shall give the Contractor right of access to the Site in terms of the Contract. The Engineer shall introduce the Contractor to the landowners, and the Contractor shall make himself available for this introduction within 28 days of such access being given.
- c) The Contractor shall inform the landowner and occupier, if applicable, telephonically or in person about the proposed date for the commencement of activities one month prior to commencing such activities on the property. The Contractor shall follow up with each landowner two weeks before the commencement of activities.
- d) The Contractor shall confirm the above, with the landowner and occupier, three days prior to the commencement of activities.
- e) The Contractor shall keep a register of communications with landowners. In particular, these records shall indicate time, subject, and outcomes. The register shall be shared monthly with the Employer via the Engineer, and this register shall be kept up to date and at the completion and hand over of the project, the final register shall be submitted to the Employer via the Engineer.
- f) The Contractor shall set up a "kick off" meeting with each landowner to discuss all aspects related to the access and Works on the property and to agree on specific requirements, which shall be in writing and made available to the Engineer. The Engineer shall also be represented at these meetings. Signed records of any agreements with landowners shall be made available to the Engineer.
- g) In limited instances, i.e., for survey requirements, where there is a requirement for access outside the Site, appropriate arrangements in terms of this section of the report shall be made

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with the landowners, and the Engineer shall be informed prior to such access. When the Contractor enters a property in this regard, the Contractor shall report to the owner / person responsible for the property before commencing with any activities, and on completion thereof:

- i) The Contractor shall obtain signed approval from the landowner / occupier allowing the Contractor access to this property;
 - ii) The Contractor shall obtain sign off after work is completed from the landowner / occupier; and
 - iii) If any access is refused, the Engineer must be informed and no further interaction between the Contractor and landowner / occupier should take place until further instructions are issued by the Engineer.
- h) The Contractor and all people in his service shall carry official project identity documents.
 - i) The Contractor and his subcontractors may only work in the site areas as indicated on the drawings.
 - j) In addition to the above, the Contractor shall ensure that the properties of the landowners remain intact and ensure that gates are kept locked at all times, unless found open.
 - k) There shall be a gate controller at all gates to ensure that the open and close policy is duly implemented and maintained.

3.3.4.2 Complaint Records and Responses

The Contractor shall maintain a complaints register that records all issues raised by landowners, communities, or the general public about construction activities. The register shall be regularly updated and shall be used to record the name of the complainant, his or her domicile and contact details, the nature of the complaint and any action taken to resolve the complaint. The issues will be discussed between the Contractor and Engineer on a weekly basis, and the complaints register shall be submitted to the Engineer on a monthly basis. The complaints register shall be audited on a monthly basis. The Contractor shall also maintain a compliment / positive feedback register.

Complaints (instances in which a landowner or occupier is dissatisfied with any aspect of Contractor behaviour) and claims (instances in which a landowner or occupier demands compensation for damages caused by the Contractor or as restitution for the cause of a complaint) should be handled in the following manner:

- a) If a concern / complaint is raised with the Contractor, the Contractor must encourage the complainant to put it in writing and sign it or assist the complainant to put it in writing on their behalf and to have such complaint signed or otherwise authenticated by the complainant.
- b) Complainants' concerns and claims against the Contractor should be reported verbally, or telephonically (or by means of telephone messaging such as WhatsApp) to the Engineer's Social Monitor within 24 hours of receipt, to be followed up by a formal written communiqué within 72 hours.
- c) The Engineer's Social Monitor will enter the complaint / claim against the Contractor in central complaints register. After the claim against the Contractor is settled / an answer is given, the solution must be recorded as such in the register. Until such time as a solution is noted the claim against the Contractor / complaint remains active / relevant.
- d) The Engineer's Social Monitor will acknowledge receipt of the complaint verbally and in writing and provide copies of the complaint and acknowledgment of receipt to the complainant, the Contractor and Employer.

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- e) The Engineer's Social Monitor will ensure that the complaint is forwarded to the appropriate person.
- f) The nature of the complaint / claim against the Contractor will determine the reaction time, and should be resolved timeously to avoid long suspensions of the affected and/or their negative reactions due to delays on closing out of the reported complaint. An initial response should be given to the landowner in 48 hours unless it is an emergency and all complaints / claims resolved within three months, unless compelling reasons are provided for an agreed extension.

3.3.4.3 Special Requirements regarding Commercial Hunting and Game Farms

A number of the affected properties are commercial game farms where hunting activities take place throughout the year. In this regard it is a requirement that construction activities on these properties be completed in as short a time as possible.

Generally, the hunting season on all non-commercial game farms is from May until August, but some farm owners have special extensions to the season. Planning of the construction activities shall take cognisance of the hunting season as appropriate. Servitude Zones are defined in Section 4: Environmental Management, Paragraph 4.4.

Where construction activities impact on land use, in this instance game farming and hunting, the Contractor in consultation with all parties shall devise a mitigation plan to limit the impact and reduce as far as reasonably possible the physical, financial and related impacts on the land owner. Mitigation planning shall be property specific, taking into account the locality specific conditions, time of year, proximity of the works, nature, extent and duration of the works, etc. Mitigation measures may include but should not be limited to, screening, rotational camp / grazing use, temporary re-location, provision of alternative grazing or water supplies etc. The process is as defined in Section 7: Clearing Site, which notes that prior to the commencement of site clearing, the Contractor in conjunction with the Engineer, and Landowner shall conduct a pre-construction survey of the entire working area and directly adjacent area to demarcate all sensitive areas, sensitive vegetation and infrastructure requiring protection during construction.

3.3.4.4 Stakeholder and Community Engagement

The purpose of stakeholder and community engagement is to give effect to the need for building good relations, transparency, and inclusion in the process of implementing the MCWAP-2 project. The Contractor shall liaise with the project stakeholders and affected communities prior to the commencement of site establishment and this shall be maintained for the duration of the Contract. Such liaison shall take place within the framework of the TCTA developed MCWAP-2 Stakeholder Engagement Plan. The Contractor is required to adhere to the approved method statement on SM and work closely with the Engineer's Social Management team in this regard. These shall be achieved through structured engagement as described in this section.

Stakeholder engagement shall be carried out by means of the following:

- a) Scope and maintain the existing stakeholder database.
- b) Develop and implement a grievance resolution procedure.
- c) Existing community structures will be utilised for engagements and where necessary new structures will be established.
- d) Agreed upon meetings with the structures (e.g. monthly / quarterly) will be conducted and honoured and records of the meetings produced.

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- e) Facilitate reinstatement of assets and rehabilitation (in consideration of Section 4 and Section 47) sign-off.
- f) Comply with the biosecurity protocols of the affected properties in relation to construction and maintenance of the Works, as per the environmental authorisation conditions and Construction Environmental Management Plan (CEMP) mitigation measures.
- g) Produce information that will inform stakeholders of project progress and of any matters relating to the Project that need to be brought to their attention, e.g., through the Background Information Document (BID) and newsletters.
- h) Develop procedures and protocols for interacting with landowners for the purpose of maintaining good relations with landowners, whose land the works will be taking place on, including COVID-19 considerations.
- i) Complaints or liaison with landowners and community members with regard to environmental aspects, compensation or disturbance to activities or animals, must be recorded, reported to the correct person and a record of the response is to be entered in the complaints register.
- j) Agreements made prior to construction with respect to property access, the duration of construction and the impacts on the land should be adhered to by both the landowner and the Contractor.
- k) Provide the relevant contact details to landowners and community members for queries / raising of issues or complaints.
- l) Adapting the Access Protocol, which facilitates access to properties, to be applicable to the construction monitoring and close-out phases.
- m) Carrying forward implementation of the Communications Plan developed by the Engineer's Social team.
- n) Working with the Social Lead and Social Monitor(s) to resolve challenges and maintain good stakeholder relations.

3.3.5 Assets and Infrastructure Baseline

An Assets and Infrastructure Baseline is included in Part C4: Site Information.

For the purposes of complying with Section 12: Blasting, the Contractor shall, prior to the commencement of construction activities, assess and update the records of the Assets and Infrastructure Baseline survey and use the results to mitigate social, environmental, and other impacts within 250 m of either side of the site boundaries, specifically considering potential impacts on assets and infrastructure due to blasting. This information shall be used in assessment of damage claims, assessment of risks, planning and relocation of assets and infrastructure, and mitigating heritage / cultural impacts.

As per Section 12: Blasting, the Contractor shall undertake a crack survey and prepare a photographic record of each structure, especially houses, buildings, ruins, farm dams, water troughs etc., of the landowners and occupiers within 250 m of any Works, whether on the surface or underground, prior to any blasting taking place, and repeat the same survey immediately after the blast. The record shall be subject to the owner's approval. A copy of this approved record shall be provided to the Engineer prior to any blasting taking place.

The Contractor shall also obtain from the owners, records of the yields of all boreholes located within 50 m of any blast. A copy of the record, approved by the owner, shall be provided to the Engineer prior to any blasting taking place.

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Should a record not be available, the Contractor shall arrange for the necessary yield tests to be performed, as defined in Section 12: Blasting, Paragraph 12.10.

The Contractor shall carry out instructions from the Engineer's Social team for the relocation of assets infrastructure. Once construction is complete, the Contractor shall restore the properties, along with all improvements thereon, to their pre-construction (baseline) state.

3.3.6 Resettlement and Livelihood Restoration

The land acquisition process included a distinct, targeted stakeholder engagement process that focused on those landowners and land users whose properties and assets were affected by land acquisition. The land acquisition process was based on two guiding principles, as stated below:

- Ongoing consultation and information sharing with impacted parties; and
- Adherence to the existing legal framework for expropriation of land and administrative justice, most importantly the Promotion of Administrative Justice Act 3 of 2000, the Expropriation Act 63 of 1975, the National Water Act 36 of 1998 and Section 25 of the Constitution Act 108 of 1996.

The TCTA preferred method of acquisition of land and rights is Expropriation. Therefore, the expropriation of land and rights shall be done none-arbitrary in a manner aligned with the Constitution and prevailing legislation stated herein.

Although the Contractor is not responsible for land acquisition, resettlement and livelihood restoration his activities will impact on these processes. Therefore, the Contractor shall ensure that he complies with the requirements of the land and rights acquired therein. The Contractor shall also ensure that he allocates required resources to actively partake and support the land acquisition team, and ensure that his construction activities are executed in full recognition of the agreements in place between the landowners and the Employer. The Contractor shall perform this by determining what type of actions are required to proactively manage this process. Any consequences due to the Contractors non-compliances and/or negligence shall be for the Contractor's account.

3.3.7 Site Meetings

Social management performance and compliance with the Social Specifications shall be an item on the agenda of the monthly site meetings as arranged by the Engineer. In addition, the Contractor shall attend a monthly coordination meeting (PSIT) for all the social role-players on the project as arranged and facilitated by the Social Lead.

3.3.8 Reporting

3.3.8.1 Daily and Monthly Reporting

Daily SM reports are to be compiled and copied to the Engineer for information within one working day. All daily SM reports shall be formally transmitted to the Engineer on a weekly basis. These reports will be designed to facilitate communication, problem solving, flow of information and cooperation between the Engineer and Contractor with regard to SM matters.

Monthly SM compliance and grievance resolution reports shall be included in the project progress reports.

3.3.8.2 Incident and Non-conformance Reports

The Contractor shall establish procedures for the reporting of Social Management (SM) infringements, improvements to practice, non-conformances, and incidents. The Contractor shall act on these reports as soon as reasonably practical. The Contractor shall ensure that these reporting procedures are complied with by all Subcontractors on the Site. All incidents shall be investigated.

3.4 SOCIO-ECONOMIC DEVELOPMENT (SED)

3.4.1 Principles

The Employer is committed to transformation within the water sector through the optimisation of socio-economic benefits within its sphere of business influence in terms of the Broad Based Black Economic Empowerment Act 53 of 2003. The general principles, upon which the implementation of MCWAP-2 is based, are:

- a) Contribute to local economic development by optimising the use of Local resources.
- b) Strengthen social capital by providing training and capacity building programmes that will enable key groups to participate meaningfully.
- c) Contribute towards poverty reduction by providing jobs, developing skills, and providing preferential procurement.
- d) Operate in a manner that is equitable by including previously excluded and vulnerable groups such as women, youth and the disabled.
- e) When addressing challenges, operate from the premise of building livelihoods and strengthening communities in ways that will build their resilience to withstand potential negative Project impacts, rather than just eliminating challenges.
- f) Promote transformation, technology and skills transfer within the infrastructure development industry through short and long term employment creation, preferential procurement, enterprise development, training, and skills development.
- g) Ensure the project is implemented in a socially responsible and sustainable manner.

3.4.2 Method Statement

The Contractor shall, within 28 days of the date of the Letter of Acceptance, make available to the Engineer, for evaluation, his elaborated and fully detailed method statements for the allocation of Local Labour Employment and Targeted Enterprise and Supplier Development and Training and Skills Development. Such method statement will include proposed SED initiatives for implementation and rollout by the Contractor, which are aligned to the approved ISEMF.

3.4.3 Applicable Legislation, Regulations, and Standards

The following Acts, as amended from time to time, apply to the Construction Industry:

- a) The Constitution of South Africa.
- b) Public Finance Management Act, 1999 (Act No. 1 of 1999).
- c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its regulations.
- d) Construction Industry Development Board Act, 2000 (Act No. 38 of 2000).

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- e) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- f) The Skills Development Act, 1998 (Act No. 97 of 1998).
- g) The amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.
- h) The Bargaining Council for Civil Engineering Industry in accordance with the Labour Relations Act, 1998 Task grade wage rates.

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof:

- SANS 10845: 2015, Parts 5, 6, 7 and 8.
- CIDB Standard for Contract Social Participation Goals for Targeted Enterprises and Labour through Construction Works Contracts, 31 October 2017.

The Employer is bound by legislative obligations relating to employment, preferential procurement, enterprise development and skills development, aimed at contributing to economic growth and expansion of the supplier base in the construction sector.

3.4.4 Socio- Economic Development Initiatives

A Socio-Economic Baseline is included in Part C4: Site Information. This document refers to the socio-economic data in the Social Status analysis which describes the project area as background and shall be used when responding to challenges and queries, when developing mitigation measures, Targeted Labour and Targeted Enterprise interventions and when identifying local opportunities.

The activities of the Contractor's Social team shall be guided by the Socio-economic imperatives of the project. The above-mentioned socio-economic baseline report and further reinforced in the ISEMF, which makes provision for the key socio-economic challenges, must be addressed. These challenges pertain to socio-political dynamics, security concerns, disruptive business behaviour, local labour and business dynamics, community development and livelihood needs. Plans have been developed to mitigate each of these components and the Contractor shall take full cognisance of these, and ensure that his method statements will give effect to these plans.

The plans were developed with reference to an Integrated Socio Economic Management Framework (ISEMF). The ISEMF is a framework for managing the socio-economic challenges highlighted by the socio-economic baseline study. The socio-economic related challenges and risks mitigation feed into the socio-economic management specification and related method statements which are to be provided by the Contractor.

The management plans underpinning the ISEMF provide preventative measures, but not exhaustive measures, to mitigate and proactively prevent challenges. Where challenges amongst stakeholders are experienced, the management plans and project (TCTA) policies, such as the Sustainability and Environmental Policies, are key references for guidance as to how these challenges should be addressed.

Monitoring and auditing procedures have been put in place to ensure that challenges are addressed within the ISEMF. Corrective measures and consequence management will be put in place where the Contractor does not adhere to the ISEMF. Regular reviews will be undertaken by the management team that has a role to play in the implementation of the socio-economic components of the MCWAP-2.

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The key imperatives / components that the Contractor shall actively partake in and ensure full compliance with are detailed below.

3.4.4.1 Managing Socio-political Issues

The Contractor shall undertake the following activities to address Communication and stakeholder consultation in consultation with the Engineer and social team:

- Establish information centres and develop the centres operations working plan and procedures with defined operation times for both local municipalities within three (3) months post the contract award date to enable the dissemination of accurate Project information. These must be independent of local municipality information centres. These centres should also serve as independent recruitment and labour desks. The Contractor should consider using databases of other entities, such as Thabazimbi Local Municipality, Thabazimbi Community Based Organisation, Eskom Medupi, Waterberg TVET College, recruitment agencies and the Department of Labour. The Contractor shall continue to update the database throughout the construction period.
- Comply with the TCTA communication strategy.
- Ensure regular stakeholder consultation with district authorities, municipal authorities, agricultural authorities, and traditional authorities and any other relevant authorities as mandated by the project from time to time.
- Ensure stakeholder consultation with key community forums, community services such as SAPS and non-profit organisations and other structures as directed by the Engineer from time to time and shall be communicated via Project Liaison Committee (PLC).

The Contractor shall research and determine the following prevention strategies, non-exhaustive, to manage socio-political issues:

- Provision of training to staff and Subcontractors on how to avoid political interference and corruption, and how to promote cultural sensitivity and diversity.
- Provision of diversity training to all employees and they should be sensitised to the local norms and cultures.
- Establishment of an employee housing program for MCWAP-2 construction staff in order to help manage the influx of job-seekers.

3.4.4.2 Community Development and Livelihood Needs

The Contractor shall demonstrate its willingness to actively participate in the social development initiatives for targeted area Communities affected by the Contract. To this end, the Contractor shall provide details of Community Development Project initiatives it will actively pursue. The Employer will evaluate the Community Development Project:

- A human rights and vulnerability risk assessment should be undertaken to help inform the development of community benefits and the mitigation of livelihood impacts.
- The Socio-Economic Baseline Report included in Part C4: Site Information should be used as a guideline on community projects / initiatives to be considered by the Contractor. Some categories are provided below:
 - i) Enterprise Development.
 - ii) Community Infrastructure Development.

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- iii) Agricultural Development.
- iv) Human Capital Development.
- v) Skills Development Programme and Bursaries.
- vi) Supplier Development and Localisation.
- vii) Industrialisation.

The Contractor shall allocate a reasonable percentage of the value of the work of the organisations current CSI commitment to agreed community development initiatives in line with the above categories.

3.4.4.3 Managing disruptive business behaviour

The Contractor shall undertake the following activities to manage disruptive business behaviour in consultation with the Engineer and social team:

- a) A Project Liaison Committee (PLC) shall be established with community representation included.
- b) Appoint Community Liaison Officers who will serve as a communication link between the project proponents and community stakeholders.
- c) The Contractor shall develop a partnership agreement between the Employer, Engineer, Contractors and Subcontractors to ensure consistency in benefits such as accommodation, transport and performance bonus.
- d) The Contractor shall ensure consistency and that all workers are paid on time. If this cannot be achieved then the Engineer should be informed, to ensure that mitigation measures could be implemented. The Engineer deals with:
 - i) Payment of contractors and claims.
 - ii) Ensure full compliance with relevant Acts and Regulations.
 - iii) The Engineer may instruct the contractor to conduct the Auditing of pay roll in case there are payment issues of concern.
 - iv) May remove contractors from site who is non-compliant.
- e) Develop an emergency response plan for unplanned or unexpected disruptions that arise from disruptive business behaviour so that construction can resume as quickly as possible.
- f) With due consideration of the National Rural Safety Strategy – Version 0.24 – 2018-12-13, which became effective on 2019-04-01, developed by the South African Police Service, the Contractor shall:
 - i) Establish the existence of a Farm Safety Plan(s) for the Project Site, review and ensure a collective rapid response between all stakeholders, to address all safety and security issues and incidents that affect the rural and agricultural community.
 - ii) Identify the contributing factors and root causes for crime.
 - iii) Improve coordination of rural safety, by appointing Rural Safety Officer.
 - iv) Collaborate with law enforcement agencies such as police and other security entities with investigation of crime in the rural and rural / urban areas.
 - v) Develop communication material for rural safety, and ensure tender-readiness training which shall be provided to targeted areas businesses.
 - vi) Escalate disruptions that arise from disruptive business behaviour to the Joint Operational Committee.

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- g) Consider involving the non-exhaustive list of entities:
- i) Waterberg Chamber of Business and Waterberg NAFCOOC - developing procedures and policies before construction starts.
 - ii) Business Unity – resolving conflict over employment and procurement opportunities that cause disruptions to the Project.
 - iii) Mapela Traditional Council – disseminating background information on the Project.
 - iv) Hartbees Irrigation Board, MOKOLO Water User Association and AgriSA Lephalale – financial and procurement support.
- h) Tender-readiness training shall be provided to targeted areas businesses. The Contractor should partner with Eskom’s supplier development and localisation programme and any other entity with a supplier development and localisation programme, to secure opportunities for businesses from the project area.
- i) Ensure regular engagements with the area business forums such as; Thabazimbi Business Chamber; Northam Contractors Association; Thabazimbi Business Unity; Waterberg Chamber of Business; Waterberg NAFCOOC; Limpopo United Business Forum; Lephalale LM; Lephalale Development Forum; African Business Council; Waterberg Chamber of Business; Limpopo United Business Forum; Lephalale Unemployment Forum; Lephalale Radical Economic Transformation Forum.

3.4.4.4 Managing Security Concerns

The Contractor shall research and determine appropriate security intervention measures. The project has established the following non-exhaustive list, which the Contractor must evaluate and agree applicable measures with the Engineer and the Employer:

- a) Participate in the existing landowner security forum to ensure the security of properties on the servitude and those surrounding the servitude. Provide additional equipment and resources where this will bolster the security of the area, with reference to Section 1: General.
- b) Make use of (and upgrade where feasible) the existing security infrastructure and systems of the landowners as suggested by the Matlabas Reserve.
- c) Use existing security staff of the landowners to secure the project site, where deemed appropriate and feasible. Establish joint working protocols with landowners’ security staff and the Contractor security company that will be procured, without compromising the privacy of landowner security systems.
- d) Use a biometric fingerprint system for staff.
- e) All Contractor’s employees must be subject to police clearance. All police clearance records shall be available for inspection by the Engineer.
- f) Erect a partition along the servitude where there may be visual exposure to the landowners’ properties or game (for privacy purposes as well). Also refer to Section 4: Environmental Management and Section 6: Fencing.
- g) Servitude fences must be erected according to appropriate specifications, depending on the type of animals that occur on the property, to prevent wild and dangerous animals from entering the servitude or to prevent game from escaping. Also refer to Section 4: Environmental Management and Section 6: Fencing.
- h) The Contractor shall create serial numbers or a unique numbering system for equipment and keep the records of the equipment on site for ease of identification and retrieval if stolen.
- i) The Contractor shall establish and maintain an asset register, typically surveying equipment, weather station, air quality, water quality, and noise monitoring equipment, etc.

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- j) The Contractor shall participate in the existing landowner fire-fighting forums and provide additional equipment and resources where this will bolster fire-fighting efforts. Also refer to Section 4: Environmental Management.
- k) The Contractor shall collaborate with landowners and the local firefighting establishments and authorities to leverage on their expertise, to develop a veld fire-fighting response plan that incorporates fire risks created by the presence of MCWAP-2 and provide veld fire-fighting training to staff.
- l) The Contractor shall ensure that employees wear the correct personal protective equipment (PPE) at all times to mitigate the risk of snake and spider bites, exposure to the elements (such as heat wave, lightning, etc.) and disease.
- m) The Contractor should initiate engagements with landowners to understand their requirements with regards to biosecurity. The Contractor should be actively involved in the development of plans to manage and monitor biosecurity issues. Some landowners have biosecurity programs for buffalo on their properties. The owners of Thaba Tholo and Buffelsvley properties are particularly concerned that their biosecurity programs may be compromised by the Project. Buffalo play a major role in the maintenance and transmission of foot-and-mouth disease (FMD) and corridor disease (CD) in South Africa, where approximately 80% of the total buffalo population are permanent carriers of one or both diseases.
- n) The Contractor shall establish relationships with the police and security agencies for rapid response to and prevention of security incidents.
- o) The Contractor shall support existing community-led security initiatives such as the local Community Safety Forums.
- p) The Contractor shall ensure that contractors pay employees on time and comparative wages to mitigate for labour unrest. The Contractor shall report to the Engineer with respect to the wages and payment status on a monthly basis.

3.4.4.5 Labour and Business

The Contractor shall undertake the following activities to manage labour and business appointments on the Project in consultation with the Engineer and social team:

- A Socio-Economic Baseline is included in Part C4: Site Information. This baseline includes information / databases on labour, and business, with skill sets included that shall be used by the Contractor to inform their recruitment and procurement development programmes.
- The Contractor shall continue to conduct business and labour skills database registrations during construction to ensure a relevant and up to date database.
- Where there is a mismatch between the skills and businesses available locally and what the Project requires, the Contractor shall put in place skills and business development programmes in order to develop targeted areas human resources and targeted areas businesses.
- The Contractor and its Subcontractors must comply with the labour legislation such as the Skills Development Act and the Labour Relations Act and it must meet and maintain the minimum B-BBEE scorecard requirements. The Contractor and its Subcontractors must incorporate national guidelines and regulatory such as those of the Construction Industry Development Board (CIDB) and the National Contractor Development Programme (NCDP).

3.5 EMPLOYMENT

The Employer is committed to optimise the creation of employment opportunities for local black people and black women, youth, military veterans and people living with disabilities in particular; and preferentially employ local workers through appropriate and transparent channels where these skills are available in the community to minimise the chances of a haphazard influx of migrant work seekers and community unrest which may be linked to less participation or limited benefits to the locals from the project and may hence result in disruptions to the project progress.

3.5.1 Target Group Participation

3.5.1.1 Objective

The key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural or underdeveloped areas or townships by:

- Optimising the utilisation of local resources in the targeted area;
- Developing these local resources in the execution of the project; and
- Maximising the amount of funds retained within the project area.

To give effect to these objectives the Contractor shall:

- Recruit Targeted Labour from the Target Area as stated in Part C4: Site Information; and
- Subcontract Targeted Enterprises based on Business and Labour Skills audits of the rural or underdeveloped areas or townships within the Targeted Area and as stated in Part C4: Site Information.

3.5.1.2 Targeted Labour Database

The Contractor shall compile a Labour Database of Targeted Labour using the results of the Business and Labour Skills survey that forms part of the Social-Economic Baseline which are included in Part C4: Site Information, with input from the Project Social Interface Team (PSIT), for the Target Area(s). The Contractor shall allow and/or open up further business and labour registration to accommodate any persons which may have been left out during the registration process undertaken during the socio-economic baseline study. Once approved by the PSIT, the Contractor via the PLC and with the assistance of the CLO(s) shall utilise this database to source Targeted Labour as required.

The Labour Database shall be updated as and when required and as agreed with the PSIT to reflect new employment seekers in the labour market. Only Labour recruited from the Labour Database will be measured for Contract Social Participation Performance (CSPP).

Contract Social Participation is a process by which the Employer will implement Government's objectives by setting targets to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor shall achieve as a minimum. These objectives and Targets are defined in Section 50.

3.6 PROJECT SOCIAL INTERFACE TEAM & PROJECT LIAISON COMMITTEE

The potential root causes of internal and external instability must be addressed through continuous collaboration between various portfolios. For this reason a Project Social Interface Team (PSIT) is

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required to ensure that all disciplines and tasks are managed and controlled in an integrated manner. The PSIT shall consist of representatives of Employer, Engineer and Contractor, but would not necessarily have executive decision making powers, but mainly established for the effective operational purposes which will ensure the aligned and coordinated execution of the project social management function.

The Contractor's social resources shall actively take part in the proceedings of the PSIT. The Contractor shall make use of the PSIT as the official communication and grievance resolution channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities. The PSIT shall be held accountable to disseminate project information discussed at the PSIT to its respective constituencies. The Contractor will establish the PSIT and develop the terms of reference for the PSIT through a PSIT charter. This must be informed by the recommendations in the Social Baseline studies that is included in the Site Data in Part C4 that document the existing community forums. The Engineer's Social Lead shall lead the proceedings of the PSIT, and the structure is purely to integrate, collaborate and disseminate information.

In terms of the Conditions of Contract, all Targeted Labour recruitment and employment, and Targeted Enterprises' selection and appointment, as well as its associated risks, shall remain the sole responsibility of the Contractor. The Engineer and Employer's assistance in establishing a PSIT and participating in the establishment of a Project Liaison Committee (PLC) and the appointment of a CLO (s) to the Contractor, shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

The Contractor shall establish a Project Liaison Committee (PLC) and the Terms of Reference (ToR) thereof, to proactively manage engagement with external stakeholders. The Contractor shall lead the proceedings of the PLC. The objectives of the PLC is to:

- Serve as a forum where Contractors and Stakeholders discuss matters of mutual concern relating to the Project.
- Serve as a platform for building a healthy relationship between Contractors and communities affected by the Project activities.

3.7 RESOURCES

The Engineer will have dedicated social and socio-economic resources part time and full time on Site to ensure compliance with the Contract, Contract Specifications, Environmental Authorisation, and Construction Environmental Management Programme.

The following resources, as a minimum, shall represent the Contractor onsite and shall be responsible for the tasks as defined below:

3.7.1 Community Liaison Officer(s) (CLO)

The Contractor shall appoint a suitable Community Liaison Officer(s) (CLO) that will act as the liaison officer for the project. The Contractor is to advertise the CLO job opportunity through a formal Human Resource recruitment process. The CLO shall provide administrative assistance for the employment of Targeted Labour and shall coordinate communication between the Employer, Engineer, Contractor, communities, and the PLC to address the day-to-day Project, Stakeholder, and Community matters that impact on the parties to the project.

The CLO and the Social Officer will be responsible to establish a Project Liaison Committee (PLC), with participating members representing community wards. A ToR for this Committee will need to be developed.

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The CLO shall typically disseminate the following information:

- a) Basic Scope of the Works and how it will affect the Community;
- b) Project programme and regular progress updates;
- c) Anticipated and approved employment and subcontracting opportunities;
- d) Project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises;
- e) Occupational Health and Safety precautions for the communities; and
- f) Any other information relevant to project Stakeholders and the affected Communities.

The CLO shall further facilitate the following functions:

- Registration of site disruptions;
- Registration of appointed labour and enterprises;
- PSIT minutes;
- PSIT venue hire; and
- Scheduling of PSIT meetings.

3.7.2 Social Officer (SO)

A suitably qualified (social sciences degree with at least 8 years relevant working experience) employee of the Contractor who is based on site full-time, shall be responsible for social monitoring and control. The Social Officer position is at a managerial level (middle management) with active participation and interaction required during site management meetings with the Contractor's Project Director and the Engineer's Chief Resident Engineer. This position shall be designated the Social Officer (SO).

The duties of the SO will include:

- a) Aiding the CLO with liaison with landowners and other interested and affected parties.
- b) Facilitating the resolution of potential and actual challenges experienced during construction where these relate to landowners and their special requirements.
- c) Aiding the Contractor in keeping accurate records pertaining to issues, complaints, and the associated corrective actions.
- d) On-site implementation of the social related mitigation measures specified in the CEMPr and compliance with the social management specifications.
- e) Keep accurate and detailed records of all social management related activities on site.
- f) Compilation of regular (daily, weekly, and monthly) Monitoring Reports for the Engineer. The SO must liaise with the Engineer on all social and related issues (when necessary) and ensure that any complaints received from the public are recorded and dealt with appropriately and expeditiously.

The SO should have the following capabilities:

- Be well versed in social matters.

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- Understand the relevant social and environmental legislation, international best practices, and processes.
- Understand the hierarchy of socio-economic compliance reporting, and the implications of non-compliance.
- Know the background of the project and understand the implementation programme.
- Be able to resolve conflicts and make recommendations (to the Contractor) in terms of the requirements of the social management specification.

3.7.3 Socio-Economic Development Officer

The Contractor shall appoint one designated member of his staff as the Socio-Economic Development Officer that shall be fulltime based onsite.

The Socio-Economic Development Officer shall be responsible, amongst other tasks, for all socio-economic development compliance requirements and report, monthly, annually and at the end of the Contract as specified below:

- a) Prepare a monthly schedule of the names, procured goods and/or services and amounts paid for that particular month and on a cumulative basis for the preceding months, and submit the same within 7 days of the end of each month, throughout the duration of the Contract, to the Engineer.
- b) The cumulative monetary expenditure per category and overall shall be expressed as percentages of the Procurement Target Amount multiplied by the percentage of the time of the Contract that has already lapsed.
- c) Compare these percentages to each of the Contract targets. The data shall be presented in MS Excel spreadsheets and analysed using graphs for comparison purposes to show the deviations between the targets and the actuals.
- d) Submit to the Engineer within 60 days of the issue of the Taking-Over Certificate for the whole of the Works, an audited statement verifying the total cumulative spend (excluding VAT and escalation) paid from Commencement Date up to the date of the Taking-Over Certificate for the whole of the Works.
- e) During execution of the Contract, statements shall also be audited annually and submitted to the Engineer.
- f) The Socio-Economic Officer shall ensure that the auditing shall be carried out by an independent external auditor appointed by the Contractor.

3.8 MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of Social and Socio-economic requirements shall be made through the Fixed Charges, Time Related Charges and Provisional Sum items as described in Clause 1.15. The payment items together shall include full compensation for all personnel, including a dedicated full time Social Officer(s), costs, and incidentals in respect of compliance with and enforcement of the Specification.