

## **CONTRACT**

C1: AGREEMENTS AND CONTRACT DATA

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## CONTRACT

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## C1: AGREEMENTS AND CONTRACT DATA

### C1.1 FORM OF OFFER AND ACCEPTANCE

#### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT No. UMZ/2022-23//INFRA/MIG/001: PHEPHENI SPORTS FACILITY – PHASE 2**

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

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

**The offered total of the prices inclusive of Value Added Tax is:**

Amount in Words.....

.....

.....

**R.**..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

## B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)*.....

**Address:** .....

.....

**Witness: Signature:** ..... **Name:** .....

**Date:** .....

### C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
.....
3. **Subject:** .....  
**Details:** .....  
.....
4. **Subject:** .....  
**Details:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **Subject:** .....  
**Details:** .....  
.....

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

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)* .....  
 .....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....  
 .....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** ..

**C1.2: CONTRACT DATA****C1.2.1: CONDITIONS OF CONTRACT**

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**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the “General Conditions of Contract for Construction Works - New Edition 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “General Conditions of Contract 2015”).

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under “Special Conditions of Contract”.

**C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT****C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

**C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015**

SCC 1.1.4. reads “ The Commencement date shall be the date of the Site Handover Meeting”.



**C1.2.2: CONTRACT DATA (Applicable to this contract)**

**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.14:	<b>Name of Employer:</b> Umzimvubu Municipality
Clause 1.2.2:	<b>Address of Employer:</b>  <div> <div>Physical:</div> <div>Postal:</div> </div> <div> Dabula Street Mount Frere 5010 Private Bag X 9020 Mount Frere 5010 </div> E-Mail: <a href="mailto:Nota.Tobela@umzimvubu.gov.za">Nota.Tobela@umzimvubu.gov.za</a> Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 1.1.15:	<b>Name of Engineer:</b> Mr L. Moleko
Clause 1.2.2:	<b>Address of Engineer:</b>  <div> <div>Physical:</div> <div>Postal:</div> </div> <div> Dabula Street Mount Frere 5010 Private Bag X 9020 Mount Frere 5010 </div> E-Mail: <a href="mailto:Moleko.Lebohang@umzimvubu.gov.za">Moleko.Lebohang@umzimvubu.gov.za</a> Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:  New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 1.6:	The construction industry year end break commences on the first working day after <b>15 December</b> and ends on the first working day after <b>15 January</b> of the next year.
Clause 7.1:	The time to deliver the Guarantee is within 14 days of the Commencement Date.  The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.
Clause 10.1:	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
Clause 12.2:	The Contractor shall deliver his programme of work within 7 days of the

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Commencement Date.
Clause 35.1	Insurance to be effected by the Contractor.
Clause 35.1.1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>Nil</u> .
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 35.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000.00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 10%.
Clause 42.1:	The Works shall be completed as set out in the Scope of Works: <ul style="list-style-type: none"> <li>In <b>10 months</b> including special non-working days</li> </ul>
Clause 43.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 46.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule :</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of “x” is 0.1</p> <p>The values of the coefficients are:</p> <p>a = [0, 25] (labour)</p> <p>b = [0, 30] (contractor’s equipment)</p> <p>c = [0, 25] (material)</p> <p>d = [0, 20] (fuel)</p> <p>The urban area nearest the Site is <b>Durban</b></p> <p>The labour index will be as published by STATSSA for the Eastern Cape</p>
Clause 46.3:	Price adjustments for variations in the cost of special materials is allowed.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 10% to a minimum of 5%..
Clause 49.6:	A Retention Money Guarantee is <b>Not Permitted</b> .
Clause 53.1:	The Defects Liability Period is <b>6 months</b> from the date of the Certificate of Completion.
Clause 58.2:	Dispute Resolution shall be by Mediation.

**C1.2.2: CONTRACT DATA (Applicable to this contract)****PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
Clause 1.1.8:	<b>Name of the Contractor:</b> ..... .....
Clause 1.2.2:	<b>Address of the Contractor:</b> <div><div><u>Physical:</u> ..... ..... ..... .....</div><div><u>Postal:</u> ..... ..... ..... .....</div></div>

### C1.3: FORM OF GUARANTEE

#### PRO FORMA

#### FORM OF GUARANTEE

Employer: (name and address) \_\_\_\_\_

Contract No: \_\_\_\_\_

(Contract title) \_\_\_\_\_

WHEREAS \_\_\_\_\_

(hereinafter referred to as "the Employer") entered into a Contract with

(hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
for the construction of (Contract Title)

at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS \_\_\_\_\_ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, \_\_\_\_\_  
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)

R\_\_\_\_\_ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

2. \_\_\_\_\_ Signature \_\_\_\_\_  
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Umzimvubu Local Municipality.  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

### **CONTRACT No. UMZ/2022-23/INFRA/MIG/001: PHEPHENI SPORTS FACILITY – PHASE 2**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## C2: PRICING DATA

### C2.1 PRICING INSTRUCTIONS

1. The Tenderer is advised to check the number of pages and, should any be found to be missing or in duplicate or the figures or writing indistinct or the Bill of Quantities containing any obvious errors, the Tenderer must inform the Engineer at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender

2. The work is to be in accordance with the drawings, specifications and instructions and under the supervision and to the entire satisfaction of the Engineer.
3. The Bills of Quantities should be read in conjunction with the Conditions of Contract, the Special Conditions of Contract, the Specifications (Project, Standardized and Particular Specifications) and Drawings for the full intent and meaning of each clause or item. The quantities are generally measured in accordance with SANS 1200. The Schedule of Quantities shall be interpreted in accordance with the method of measurement set out in the Specifications except where variations are implied by the omission of items or by the actual wording of the items in the Schedule of Quantities. The quantities in the Schedule of Quantities are provisional. The Works as executed will be measured for payment in accordance with the Schedule of Quantities and under the items set forth therein, notwithstanding any custom to the contrary. In the event of any item to be measured not being reasonably covered by the above Schedule, then the Standard Method of Measurement described in Clause 6.7 of the General Conditions of Contract (2015) shall apply and the appropriate rate shall be negotiated between the Engineer and the Contractor.
4. The sum and unit prices to be inserted in the Bill of Quantities are to be the fully inclusive value of the work described under the several items, including all costs, expenses, overheads and profits which may be required in and for the construction of the work described, together with all general risks, liabilities, obligations and taxes (excluding Value Added Tax) set forth or implied in the documents on which the tender is based.
5. A sum or unit Price shall be entered against each item where provision is made for such pricing in the Schedule of Quantities whether quantities are stated or not and no two or more items can be bracketed together for a single price or rate. Items against which N/A, left blank or – is entered are to be considered as incomplete and will invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully prized and the tenderer will provide the items in question as specified at zero (0) or NIL price. Should there be any conflict between the unit of measurement of any item in the Bill and the unit in any applicable specification, the unit in the Bill shall take precedence.
6. Should there be any conflict between definitions or specifications covering any item, the order of precedence shall be as follows;
  - a) The project specification
  - b) Variations to a standardized or particular specification
  - c) The standardized or particular specification
7. Arithmetical errors;
  - i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
  - ii. Where there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.



- iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices and their rates to achieve the tendered total of the prices.
8. All unit prices, extensions and totals must be filled in, by HAND in BLACK INK. Failure to do so will render the tender as non-responsive.
9. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items which are fully described when read in conjunction with the relevant instruction.
10. The Tenderer is advised that, where trade or patent names are used in description of items in the Bill of Quantities, except in the case of nominated suppliers or sub-Contractors, it does not necessarily follow that these specific materials will be used.

The trade or patent names are inserted in the description only as a guide to the Tenderer and to make clear the type of material required. All or any of these items may be replaced at the Engineer's discretion by other similar and approved materials without affecting the Billed Unit Prices.

Where such a change involves a difference in the basic price of the item, the Contractor will be requested to submit a revised unit price before the order is placed and this will be subject to the approval and acceptance of the Engineer.

Where, however, a trade or patent name is used in the description of an item and the Tenderer offers an alternative material, the onus will be on the Tenderer to produce proof that his material offered is equal in all respects to the material used in the description.

11. The Tenderer is hereby advised that, while every endeavour has been made to ensure the correctness of the quantities and descriptions of all labour and materials in the Bill of Quantities, any errors (whether in excess or short of the actual quantity, or insufficiently or incorrectly described) will be adjusted on completion of the Contract by the Engineer. For this purpose, the entire contents of the Bill of Quantities are to be considered as provisional and therefore subject to re-measurement and adjustment in part or as a whole. All such adjustment will be based on, or pro rata to, the Schedule unit prices submitted by the Contractor. The Bill of Quantities is not necessarily correct for ordering purposes.
12. It is deemed that provision for head office overheads, consumables, stores, profit, etc., as well as all labour, material and plant costs, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.
13. The column headed 'CLAUSE' in the Bill of Quantities, where used, indicates specifications and/or clauses in which further information in respect of billed items can be obtained. This is meant as an aid to Tenderers but does not imply that the specifications or clauses referred to are the only sources of information in respect of these items and further information and explanations may be found elsewhere in the Contract Documents and on the Drawings.
14. It is deemed that all costs incurred by the Contractor to ensure conformity with the Environmental Management Specifications, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.

15. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour- intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour- intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
17. The Contractor will be required to prepare and submit monthly returns.

## **C2.2. SCHEDULE OF QUANTITIES**

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART EMS: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

##### **C 3.3.1 : ENVIRONMENTAL MANAGEMENT SPECIFICATION**

###### **EMS.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

###### **EMS.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

###### **EMS.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

###### **EMS.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.

- A dedicated area must be made available for construction staff to change and store their personal belongings.

**EMS.5 Access**

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

**EMS.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

**EMS.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

**EMS.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

**EMS.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

**EMS.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

**EMS.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment

to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.

- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

**EMS.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**EMS.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**EMS.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**EMS.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

**EMS.16 Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of

indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.

- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed off in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

#### **EMS.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish, which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **EMS.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

#### **EMS.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

#### **EMS.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly

maintained and in working order.

- No disposal, or leakage, of sewage must occur on or near the site.
  
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.



### **3.3 PARTICULAR SPECIFICATIONS**

#### **PART PD: DAYWORK**

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

##### **PD1. SCOPE**

According to Clause 48 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 49 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Engineer.

##### **PD2. TYPE OF WORK**

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Daywork will only be used in exceptional circumstances.

##### **PD3. MATERIALS**

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Engineer. Further, if specific materials are required for daywork, quotations will be called for as per Clause 48 of the General Conditions of Contract 2015.

##### **PD4. CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Section C10.01 of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 48 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

**PD5. SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

**PD6. MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 48 and 48 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

**C3.3 PARTICULAR SPECIFICATIONS****PART OHS: OHS 1993 HEALTH AND SAFETY SPECIFICATION****OHS 1 SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS 1993 Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatary to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following aspects of this project carry the risk of possible injuries,

- People becoming complacent and not keeping an eye on the operation being conducted
- People standing out of view of the driver of a construction machine
- People "catching" a lift on the machine and falling under the machine after it hits a hump
- Trying to do a task with the machine for which it is not designed
- Poor visibility while performing tasks that generate excessive dust
- Failure to provide the pedestrians and traffic a safe passage away from the plant processing the layer works and surfacing operations.
- Risks of not wearing proper safety equipment when working with bitumen and cement.
- Failure to provide means of access for emergency vehicles
- Risks related to people smoking near potentially harmful gasses
- Failure to perform visual inspections on all surfacing equipment
- Non-conformance to specifications with regards to fitting all construction vehicles with reverse alarms
- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Presence of open excavations for the manholes and storm water pipe trenches.
- Lifting and lowering of concrete pipes
- Possible need for boatswain's chairs Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

**OHS 2 DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2003. “**Employer**” and “**client**” are therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2015.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**OHS 3 TENDERS**

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the Health and Safety requirements during construction. Payment items are included in the ‘Schedule of Quantities’ for compliance with the ‘Occupational Health and Safety Act’ and with this Specification.

Tenderers are required to complete Form J, ‘Contractor’s Health and Safety Declaration’ of T2.2, ‘Returnable Schedules required for Tender Evaluation Purposes’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Construction Regulations.

#### **OHS4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A to this Specification. A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

#### **OHS 5 HEALTH AND SAFETY PLAN**

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan to comply with the requirements of Construction Regulation 4(1)(a) and in compliance with this Health and Safety Specification. This must include a risk assessment performed and recorded in writing by a competent person (refer to Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

#### **OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

##### **OHS 6.1 Health and Safety Plan**

The Contractor shall appoint in writing his employees and any subcontractors to be employed on the contract, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

##### **OHS 6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

**OHS 7 APPOINTMENT OF SAFETY PERSONNEL****OHS 7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

**OHS 7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

**OHS 7.3 Health and safety representatives**

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the Employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

**OHS 7.4 Health and safety committee**

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

**OHS 7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work in each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
  - (c) Formwork and support work as described in Regulation 10;
  - (d) Excavation work as described in Regulation 11;
  - (e) Demolition work as described in Regulation 12;
  - (f) Scaffolding work as described in Regulation 14;
  - (g) Suspended platform operations as described in Regulation 15;
  - (h) Material hoists as described in Regulation 17;
  - (i) Batch plant operations as described in Regulation 18;
  - (j) Explosive powered tools as described in Regulation 19;
  - (k) Cranes as described in Regulation 20;
  - (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
  - (m) Control of all temporary electrical installations on the construction site as described in Regulation 22;
  - (n) Stacking and storage on construction sites as described in Regulation 26; and
  - (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

**OHS 8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials, subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (p) A copy of the OHSA 1993 Construction Regulations 2003;
- (q) A copy of this Health and Safety Specification;
- (r) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (s) A copy of the Notification of Construction Work (Regulation 3);
- (t) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (u) A copy of the risk assessment described in Regulation 7;
- (v) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

- (w) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (x) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (y) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (z) A notice must be affixed around the bases of the towers of material hoists to indicate the maximum mass load which may be carried at any one time by material hoists (Regulation 17(5));
- (aa) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (bb) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulation 18(9));
- (cc) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (dd) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## OHS 9 CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## OHS 10 MEASUREMENT AND PAYMENT

### OHS 10.1 Principles

It is a condition of this contract that Contractors who submit tenders for this contract shall make provision in their tenders for the cost of all health and safety measures required during the construction process.

#### (a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clause E7 paragraphs E7.1 to E7.5 above shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### (b) Records and Registers

The keeping of health and safety-related records and registers as described in clause E8 above is regarded as a normal duty of the Contractor for which payment is deemed to be included in the Contractor's tendered rates and prices, and for which no additional payment will be considered except to the extent provided in item B13.06 of the Schedule of Quantities.



**ANNEXURE A (to H&S specification)**

**To : The Provincial Director, Department of Labour, .....**

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3 of the Construction Regulations, 2003**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:

.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

.....

.....

- (b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

.....

- (b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

.....

6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office:

.....

.....

8. Nature of the construction work:

.....

.....

9. Expected commencement date:

.....

10. Expected completion date:

.....

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

**ANNEXURE A - Continued**

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.....  
**Principal Contractor**

.....  
**Date**

.....  
**Client**

.....  
**Date**

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART EPW: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

#### **1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

##### **1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)**

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance

with clause 3 of this section.

### 1.1 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

### 1.1 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project, shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1 : 20

#### **1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

#### **1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)**

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R \_\_\_\_\_ per task (for task-rated workers);

**Or**

**R 140.00** per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

#### **1.5 Training of persons employed under the Expanded Public Works Programme (EPWP)**

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

**1.6 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)**

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

**1.7 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)**

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
  - Protective overalls (two sets), orange in colour, with EPWP branding;
  - Lime green reflective safety vest with EPWP branding;
  - Protective footwear: and
  - Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:

- Protective headwear, orange in colour, with EPWP branding;
- Protective eyewear such as spectacles and goggles;
- Protective face shields
- Protective earplugs and earmuffs
- Respiratory masks
- Disposable safety apparel
- Kidney belts
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.



## **1.8 EPWP contract signboard**

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

## **1.9 Payment matters relating to the EPWP work**

### **1.10.1 General**

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

### **1.10.2 Payment for labour-intensive components of the work**

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

### **1.10.3 Penalty applicable to any shortfall in the local labour content achieved**

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract.

The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times C_A$$

Where:

E is the specified minimum percentage for local labour content

- E<sub>0</sub> is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- C<sub>A</sub> is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

## **2. NATIONAL YOUTH SERVICE (NYS)**

**Note:** The Contractor shall not be required to employ NYS workers in terms of this contract.

## **3. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

### **3.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

#### **3.1.1 Participant (local labour) data**

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes

### 3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

### 3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

### 3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).

- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information

### **3.2 Project data to be submitted with the Contractor's payment certificates**

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template

## **4. PROVISION OF STRUCTURED TRAINING**

### **4.1 Scope of structured training**

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.

- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training
- (b) Entrepreneurial skills training
- (c) Construction skills training; and
- (d) In-service training

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

#### **4.2 Training provider and trainers**

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

#### **4.3 Skills analysis and selection of targeted EPWP participants**

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those *persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard* to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

#### **4.4 Structured training programmes**

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and *construction skills training*.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website [www.saga.org.za](http://www.saga.org.za)):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA Qualification ID	NQF Level	Minimum Credits	Purpose of Qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

*(Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).*

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website [www.saga.org.za](http://www.saga.org.za)):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA Qualification ID	NQF Level	Minimum Credits	Purpose of Qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue completes with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training;
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

#### **4.5 In-service training**

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.



#### 4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m <sup>2</sup>
(b)	Ablutions (male)	=	6 m <sup>2</sup>
(c)	Ablutions (female)	=	6 m <sup>2</sup>
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m <sup>2</sup>
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m <sup>2</sup>
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m <sup>2</sup>

#### 5. MEASUREMENT AND PAYMENT

<b>Item</b>	<b>Unit</b>
-------------	-------------

**5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility.....** lump sum (Sum)

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item	Unit
<b>5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:</b>	
(a) Generic skills:	
(i) Training costs .....provisional sum (Prov sum)	
(ii) Handling costs and profit in respect of subitem F5.02(a)(i) above .....percentage (%)	
(b) Entrepreneurial skills:	
(iii) Training costs .....provisional sum (Prov sum)	
(iv) Handling costs and profit in respect of subitem F5.02(a)(i) above .....percentage (%)	
(c) Construction skills:	
(v) Training costs .....provisional sum (Prov sum)	
(vi) Handling costs and profit in respect of subitem F5.02(a)(i) above .....percentage (%)	
(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(vii) Training costs .....provisional sum (Prov sum)	
(viii) Handling costs and profit in respect of subitem F5.02(a)(i) above .....percentage (%)	

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Item	Unit
<b>5.03 Payments associated with the NYS programme only:</b>	
(a) Employment of NYS workers.....	provisional sum (Prov sum)
(b) Provision of tools and apparel for the NYS workers.....	provisional sum (Prov sum)
(c) Handling costs and profit in respect of subitems F5.03(a) and (b) above.....	percentage (%)
(d) Training of NYS workers:	
(i) Provision of training for the NYS workers.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.03(d)(i) above.....	percentage (%)
(e) Liaison with the Employer's project manager and the training service provider:	
(i) Liaison conducted by the Construction Manager.....	hour(h)
(ii) Liaison conducted by the senior site foreman.....	hour (h)

The provisional sums provided under subitems 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems 5.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum under subitem 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

# Practical Examples



Implementing  
Agent Logo

Overalls may be printed or embroidered.



## Printing on PPE


PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:


- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name e.g. Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.


# Logo Options

## Implementing Agent Examples

**National Projects**


 **public works**  
Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA


 **transport**  
Department:  
Transport  
REPUBLIC OF SOUTH AFRICA


 **environmental affairs**  
Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

**Contains National Coat Of Arms and name**

**Provincial Department Projects**


 **agriculture & environmental affairs**  
Department:  
Agriculture & Environmental Affairs  
PROVINCE OF KWAZULU-NATAL


 **transport**  
Department:  
Transport  
Province of KwaZulu-Natal

 **education**  
Department:  
Education  
PROVINCE OF KWAZULU-NATAL

**Contains Provincial Coat Of Arms and name**

**Municipal Projects**

 **Ugu District Municipality**

 **eTHEKWENI MUNICIPALITY**

## EPWP LOGO



**EXPANDED PUBLIC WORKS PROGRAMME**

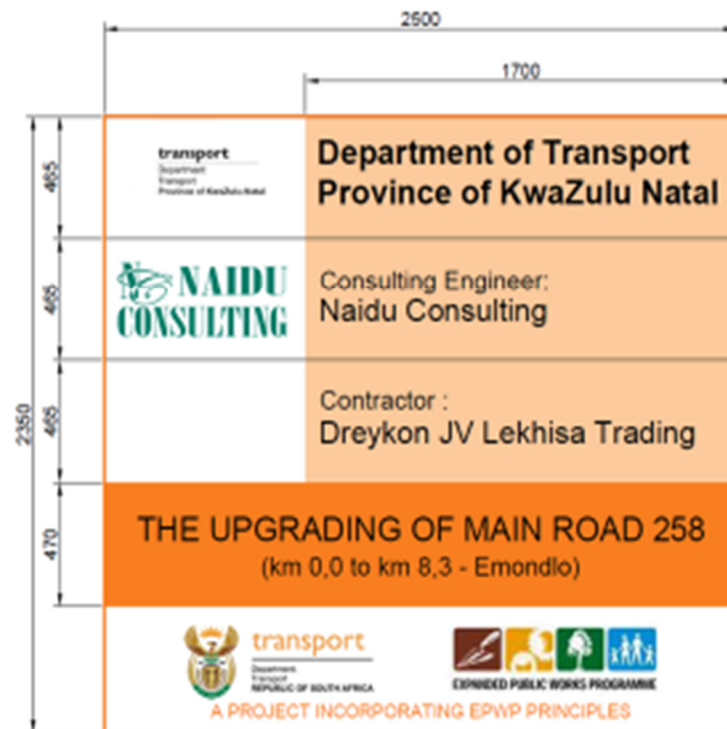
The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.



PLEASE VERIFY WHICH LOGO NEEDS TO USED

**PROJECT SIGNBOARD**





**PRO FORMA EPWP CONTRACT OF EMPLOYMENT**Contractor's  
Logo**EXPANDED PUBLIC WORKS PROGRAMME***This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.***EPWP CONTRACT OF EMPLOYMENT between****Employer Details**

<b>Name</b>	Click or tap here to enter text.	<b>Address</b>	Click or tap here to enter text.
<b>Telephone</b>	Click or tap here to enter text.		
<b>Email</b>	Click or tap here to enter text.		
<b>Contact</b>	Click or tap here to enter text.		

**And****Employee Details**

<b>Name</b>	Click or tap here to enter text.	<b>Surname</b>	Click or tap here to enter text.
<b>ID:</b>	Click or tap here to enter text.	<b>Cell</b>	Click or tap here to enter text.
<b>Sex (M/F)</b>	Male <input type="checkbox"/> Female <input type="checkbox"/>	<b>Disability</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Primary Language</b>	Click or tap here to enter text.	<b>Physical Address</b>	Click or tap here to enter text.
<b>Other Languages</b>	Click or tap here to enter text.		
<b>Highest Education Level Achieved</b>	Click or tap here to enter text.	<b>Local Municipality</b>	Click or tap here to enter text.
<b>Other qualifications</b>	Click or tap here to enter text.	<b>Ward</b>	Click or tap here to enter text.
<b>Grant Received (Y/N)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Grant type:</b>	

**Employment Details**

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

**Special Conditions**

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> <li>a) The contractor does not get additional contracts from the EPWP.</li> <li>b) Funding for the programme in your area comes to an end.</li> <li>c) Underperformance: first offence – final written warning. Second offence – dismissal.</li> </ul>	<p><b>Payment</b></p> <ul style="list-style-type: none"> <li>a) You will be paid a fixed amount stipulated above for completing a fixed amount of work.</li> <li>b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.</li> <li>c) You will only be paid for work completed.</li> <li>d) Payment during classroom training shall be R /day</li> </ul>
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

**Acceptance**

<b>Employer Name:</b>	<b>Employer Signature:</b>	<b>Employee Name:</b>	<b>Employee Signature:</b>
<b>Witness 1 Name:</b>	<b>Witness 1 Signature:</b>	<b>Witness 2 Name:</b>	<b>Witness 2 Signature:</b>

**APPENDIX E – Conditions of Service****1. Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) “department” means any department of the State, implementing agent or contractor;
- b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) “worker” means any person working in an elementary occupation on an EPWP;
- d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) “task” means a fixed quantity of work;
- g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- i) “time-rated worker” means a worker paid on the basis of the length of time worked.

**2. Terms of Work**

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**3. Normal Hours of Work**

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
  - a) more than forty hours in any week
  - i. on more than five days in any week; and
  - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**4. Meal Breaks**

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**5. Special Conditions for Security Guards**

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**6. Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**7. Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

**8. Work on Sundays and Public Holidays**

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
  - a) the worker’s daily task rate, if the worker works for less than four hours;
  - b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
  - a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
  - b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

**9. Sick Leave**

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days’ sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 9.6. An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- 9.7. An employer must pay a worker sick pay on the worker’s usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - a) absent from work for more than two consecutive days; or
  - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer	Employee
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- 10. Maternity Leave**
- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
- four weeks before the expected date of birth; or
  - on an earlier date –
- if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - if agreed to between employer and worker; or
  - on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.
- 11. Family responsibility leave**
- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- when the employee's child is born;
  - when the employee's child is sick;
  - in the event of a death of –
- the employee's spouse or life partner;
  - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 12. Statement of Conditions**
- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
- the employer's name and address and the name of the EPWP;
  - the tasks or job that the worker is to perform; and
  - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - the worker's rate of pay and how this is to be calculated;
  - the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.
- 13. Keeping Records**
- 13.1. Every employer must keep a written record of at least the following –
- the worker's name and position;
  - in the case of a task-rated worker, the number of tasks completed by the worker;
  - in the case of a time-rated worker, the time worked by the worker;
  - payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 14. Payment**
- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
- at the workplace or at a place agreed to by the worker;
  - during the worker's working hours or within fifteen minutes of the start or finish of work;
  - in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
- the period for which payment is made;
  - the numbers of tasks completed or hours worked;
  - the worker's earnings;
  - any money deducted from the payment;
  - the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- 15. Deductions**
- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
- repay any payment except an overpayment previously made by the employer by mistake;
  - state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - pay the employer or any other person for having been employed.
- 16. Health and Safety**
- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
- work in a way that does not endanger his/her health and safety or that of any other person;
  - obey any health and safety instruction;
  - obey all health and safety rules of the EPWP;
  - use any personal protective equipment or clothing issued by the employer;
  - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 17. Compensation for Injuries and Diseases**

Employer	Employee
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- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18. Termination**

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19. Certificate of Service**

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
  - a) the worker's full name;
  - b) the name and address of the employer;
  - c) the EPWP on which the worker worked;
  - d) the work performed by the worker;
  - e) any training received by the worker as part of the EPWP;
  - f) the period for which the worker worked on the EPWP;
  - g) any other information agreed on by the employer and worker.Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer

Employee

**EPWP DATA COLLECTION TOOL TEMPLATE  
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
<b>Project Details</b>		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the <b>community benefiting from the project</b></i>	
<b>Duration</b>		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
<b>Project Location</b>		
Province	<i>In which province is the project implemented?</i>	<b>EC</b>
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
<b>Project Location per site</b>		
Locality name	<i>Where exactly is the project implemented? (<b>Ward name</b>)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
<b>Public Body Details</b>		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	<b>Municipal</b>
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads &amp; storm water, Education, Community safety etc.)</i>	
Implementing public body type	<i>In which sphere is this project implemented? (Metro, Distr, Mun, National or Provincial Dept.)</i>	
Public body that will implement the project	<i>Which institution that implements the project?</i>	
<b>Project Implementation</b>		
Is this the project on the municipal IDP	<i>Yes / No</i>	<b>N/A</b>
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	<b>N/A</b>
<b>EPWP Details</b>		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	<b>Infrastructure</b>

EPWP Programme	<i>The project is implemented under which programme?</i>
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EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>
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**EPWP BUSINESS FORM**

Field requested	Description if needed	Please complete the sections in white
<b>Project Details</b>		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
<b>Duration</b>		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
<b>Project Location</b>		
Province		EC
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
<b>Public Body Details</b>		
Public body sphere	<i>Such as Municipal or Provincial</i>	Municipal
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Municipal
Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number		N/A



allocated to the project		
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EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Unit of measure of primary output	<i>Eg. m, m<sup>2</sup>, m<sup>3</sup>, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	

Contact person		
Title	Person responsible for the Project in the Public Body (Project Manager)	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		



[illegible]

[illegible]

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
<b>Project Details</b>		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
<b>Month</b>		
Reporting Month		April
<b>Budget Expenditure</b>		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m <sup>2</sup> , m <sup>3</sup> , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
<b>EPWP Branding</b>		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details ( reference & name)	

First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code

**C4: SITE INFORMATION**

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**C4.1 LOCALITY PLANS**

**C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS**

**C4.3 DRAWINGS**