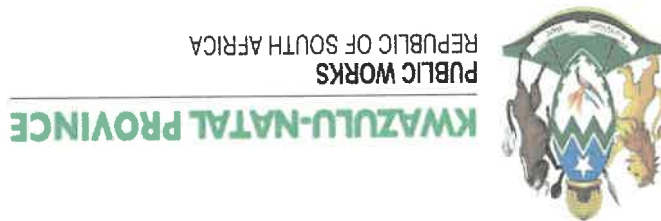


PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



CONTRACTUAL SECTION ONE VOLUME APPROACH

with GCC for Construction Works - Second Edition 2010

BILLS OF QUANTITIES

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049:
SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK
WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)**

Engineer/Principal Agent KZN Department of Public Works Private Bag X 42 Ulundi 3838 035-874 3349 - Tel Number N/A - Fax Number [Email Address]	Employer: Head: Public Works KZN Department of Public Works Private Bag X 9041 PIETERMARITZBURG 3200 Tel Number: 033 - 8971300 Fax Number: N/A	Region: Regional Manager KZN Department of Public Works Private Bag X 42 Ulundi 3838 Tel Number: 035-874 3349 Fax Number: 035-874 2519	Quantity Surveyor KZN Department of Public Works Private Bag X 42 Ulundi 3838 035-874 3349 - Tel Number [Fax Number including Area Code] - Fax Number [Email Address]
Tender Number: ZNT 04268 W	CIBD Grading: 3CE OR HIGHER	Project Code: 063049	As Per Tender Advert
ECDP Number: N/A	Contracting Party:	CIBD Registration number:	Central Suppliers Database Registration Number:



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

THE CONTRACT



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

C1 - AGREEMENT AND CONTRACT DATA



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA



Tender No - ZNT 04268 W

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:

with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE
TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

Tender no: ZNT 04268 W

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule.

Key cross reference clauses are italicised in [] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.15]

Employer:

Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Postal address:

Private Bag X 9041

PIETERMARITZBURG

3200

Tel: N/A

Physical address:

191 Prince Alfred Street

PIETERMARITZBURG

3200

[1.1.16]

Employers Agent 1

Agent's service:

Quantity Surveyor

Postal address:

Private Bag X 42

Ulundi

3838

Tel:

035-874 3349

Fax: [Fax Number including Area Code]

Employers Agent 2

Agent's service:

[Agents Name]

Identify Agent's Service, eg. Engineer]

Postal address:

[P.O. Box number]

[Name of town]

[Code]

Tel:

[Tel Number including Area Code]

Fax: [Fax Number including Area Code]

Employers Agent 3

Agent's service:

[Agents Name]

Identify Agent's Service, eg. Engineer]

Postal address:

[P.O. Box number]

[Name of town]

[Code]

Tel:

[Tel Number including Area Code]

Fax: [Fax Number including Area Code]

Employers Agent 4

Agent's service:

[Agents Name]

Identify Agent's Service, eg. Engineer]

Postal address:

[P.O. Box number]

[Name of town]

[Code]

Tel:

[Tel Number including Area Code]

Fax: [Fax Number including Area Code]

Tender no: ZNT 04268 W	Employers Agent 5 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	Employers Agent 6 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	Employers Agent 7 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	Employers Agent 8 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	PART 1: DATA PROVIDED BY THE EMPLOYER [Tel insert [Tel Number including Area Code] [Code] [Name of town] [P.O. Box number] Postal address: [Identify Agent's Service, eg. Engineer] [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Defects Liability Period is 12 Months for the whole of the Works A time measured from the date of the Certificate of Completion.	Defects Liability Period The defects liability period is: The latent defect period is: 5 years after the Final Approval Certificate	Documentation required before Commencement of the Works: The documentation required before commencement with the Works execution are: [4.3] Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date. [5.6] Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. [6.2] Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date. [6.6] Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date. Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date. Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date. Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3 Other requirements [5.3.2] The time to submit the documentation required before commencement with Works execution is: 14 calendar days
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[5.8.11]	Non-Working days Special non- working days Sundays All Nationally Recognized Public Holidays and the year end break												
[5.8.1]	First Year end break - commences 16-Dec-24 ends on 09-Jan-24 Second Year end break - commences 16-Dec-25 ends on 09-Jan-25 Third Year end break - commences N/A ends on N/A Fourth Year end break - commences N/A ends on N/A												
[3.1.3]	Engineer/Principal Agent to consult with Employer The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.												
[6.2.1]	Security The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.												
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option												
[5.4.1]	Commencement Date Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.												
[5.3.1]	The 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) The agreement ("this document") consists of: 1. Agreement and Conditions of Contract 2. Form of Offer and Acceptance 3. Contract Data 4. Scope of Works 5. Site Information 6. Drawings & documents referred to in the 1 to 4 above. (See Form of Offer and Acceptance)												
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.												
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.												
[1.1.1.33]	CONTRACT DETAILS												
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.												
[1.1.1.30]	Site description: Refer to document C4 – Site Information.												
	Specific options that are applicable to a State organ only												
	Where so :												
[6.10.6.2]	1) Interest rate legislation: (a) In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply												
2)	Lateral support insurance to be effected by the contractor.												
3)	Payment will be made for materials and goods												
4)	Dispute resolution by litigation												
5)	Extended defects liability period applicable to the following elements:												
	<table border="1"> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> <tr> <td>Yes</td> <td>No</td> <td>X</td> </tr> </table>	Yes	No	X	Yes	No	X	Yes	No	X	Yes	No	X
Yes	No	X											
Yes	No	X											
Yes	No	X											
Yes	No	X											
	Electrical, Mechanical and Civil work												
[8.6.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: R0.00												
[8.6.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price												
[8.6.1.3]	The limit for indemnity for liable insurance is: Unlimited												
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 33.30%												
[1.1.1.14]	Practical Completion Date												
	The Practical Completion date is: A time measured from the Commencement date.												
[5.5.1]	The date for practical completion shall be The whole of the works shall be completed within: 6 Months (which shall be deemed to include all Non – Working Days Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods) To be determined 0.04% of the Contract Price, rounded to the nearest R10												
[5.13.1]	The penalty per calendar day shall be												

For the works in sections: Portion 1: 3 Calendar Months Portion 2: 0.04% of the Contract Price, rounded to the nearest R10 Portion 3: N/A Portion 4: 0.04% of the Contract Price, rounded to the nearest R10 Portion 5: N/A Portion 6: 0.04% of the Contract Price, rounded to the nearest R10 Portion 7: N/A Portion 8: 0.04% of the Contract Price, rounded to the nearest R10 Portion 9: N/A Portion 10: 0.04% of the Contract Price, rounded to the nearest R10 Portion 11: N/A Portion 12: 0.04% of the Contract Price, rounded to the nearest R10 Portion 13: N/A Portion 14: 0.04% of the Contract Price, rounded to the nearest R10 Portion 15: N/A Portion 16: 0.04% of the Contract Price, rounded to the nearest R10 Portion 17: N/A Portion 18: 0.04% of the Contract Price, rounded to the nearest R10 Portion 19: N/A Portion 20: 0.04% of the Contract Price, rounded to the nearest R10 Portion 21: N/A Portion 22: 0.04% of the Contract Price, rounded to the nearest R10 Portion 23: N/A Portion 24: 0.04% of the Contract Price, rounded to the nearest R10 Portion 25: N/A Portion 26: 0.04% of the Contract Price, rounded to the nearest R10 Portion 27: N/A Portion 28: 0.04% of the Contract Price, rounded to the nearest R10 Portion 29: N/A Portion 30: 0.04% of the Contract Price, rounded to the nearest R10 Portion 31: N/A Portion 32: 0.04% of the Contract Price, rounded to the nearest R10 Portion 33: N/A Portion 34: 0.04% of the Contract Price, rounded to the nearest R10 Portion 35: N/A Portion 36: 0.04% of the Contract Price, rounded to the nearest R10 Portion 37: N/A Portion 38: 0.04% of the Contract Price, rounded to the nearest R10 Portion 39: N/A Portion 40: 0.04% of the Contract Price, rounded to the nearest R10 Portion 41: N/A Portion 42: 0.04% of the Contract Price, rounded to the nearest R10 Portion 43: N/A Portion 44: 0.04% of the Contract Price, rounded to the nearest R10 Portion 45: N/A Portion 46: 0.04% of the Contract Price, rounded to the nearest R10 Portion 47: N/A Portion 48: 0.04% of the Contract Price, rounded to the nearest R10 Portion 49: N/A Portion 50: 0.04% of the Contract Price, rounded to the nearest R10 Portion 51: N/A Portion 52: 0.04% of the Contract Price, rounded to the nearest R10 Portion 53: N/A Portion 54: 0.04% of the Contract Price, rounded to the nearest R10 Portion 55: N/A Portion 56: 0.04% of the Contract Price, rounded to the nearest R10 Portion 57: N/A Portion 58: 0.04% of the Contract Price, rounded to the nearest R10 Portion 59: N/A Portion 60: 0.04% of the Contract Price, rounded to the nearest R10 Portion 61: N/A Portion 62: 0.04% of the Contract Price, rounded to the nearest R10 Portion 63: N/A Portion 64: 0.04% of the Contract Price, rounded to the nearest R10 Portion 65: N/A Portion 66: 0.04% of the Contract Price, rounded to the nearest R10 Portion 67: N/A Portion 68: 0.04% of the Contract Price, rounded to the nearest R10 Portion 69: N/A Portion 70: 0.04% of the Contract Price, rounded to the nearest R10 Portion 71: N/A Portion 72: 0.04% of the Contract Price, rounded to the nearest R10 Portion 73: N/A Portion 74: 0.04% of the Contract Price, rounded to the nearest R10 Portion 75: N/A Portion 76: 0.04% of the Contract Price, rounded to the nearest R10 Portion 77: N/A Portion 78: 0.04% of the Contract Price, rounded to the nearest R10 Portion 79: N/A Portion 80: 0.04% of the Contract Price, rounded to the nearest R10 Portion 81: N/A Portion 82: 0.04% of the Contract Price, rounded to the nearest R10 Portion 83: N/A Portion 84: 0.04% of the Contract Price, rounded to the nearest R10 Portion 85: N/A Portion 86: 0.04% of the Contract Price, rounded to the nearest R10 Portion 87: N/A Portion 88: 0.04% of the Contract Price, rounded to the nearest R10 Portion 89: N/A Portion 90: 0.04% of the Contract Price, rounded to the nearest R10 Portion 91: N/A Portion 92: 0.04% of the Contract Price, rounded to the nearest R10 Portion 93: N/A Portion 94: 0.04% of the Contract Price, rounded to the nearest R10 Portion 95: N/A Portion 96: 0.04% of the Contract Price, rounded to the nearest R10 Portion 97: N/A Portion 98: 0.04% of the Contract Price, rounded to the nearest R10 Portion 99: N/A Portion 100: 0.04% of the Contract Price, rounded to the nearest R10		Percentage retention on amounts due to contractor is: PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data. 0.00% of the Contract Price		Maximum retention is: 0.00% of the Contract Price		Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1 000 000.00, be subject to a Contract Price Adjustment Factor. Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P015 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items." Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.	The following clause must be added to clause 5.14.5: [5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.		The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: One Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."		Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. 2) In case of uninterrupted power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderers, will not be permitted. Alternative Indices: Not Applicable Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition		Clause [1.1] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weather.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:		[1.1] Clause [1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weather.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:		Page 4 of 10	
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- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer) GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.	[1.1.16] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender" [6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS". [6.10.6.2] Replace "at the prime overhead rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."	[5.12.3] If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the "5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia: 5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timely or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works." omit entire clause 5.14.5.1 Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7." Replace the following " it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works " with " it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax " Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance certificate as proof of the value certified in the payment certificate signed by the Engineer. [5.14.5.1] [5.16.4] [6.2.2] [6.2.3] [9.3.2.2] (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 4.2.2 Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRACTA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer. (b) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. (c) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Employer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer. (d) The employer shall pay the amount due to the contractor within 30 days of receipt of payment certificate signed by the Engineer. (e) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. (f) The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item. (g) Activity-and total float shall belong to the Employer. (h) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenders are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. (i) The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. (j) The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. (k) Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained. INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above. (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met: (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
---	--	--

9.	The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:
8.	Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rata to the actual Working Days
7.	Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted
6.	Working Day shall be 10 unless otherwise indicated on the Contractor's programme. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Works. The contractual penalty clause shall only come into effect after this newly arrived date
5.	The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the
4.	All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
3.	Claims granted for more than 2 (two) hours but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
2.	No claims for stoppages less than 2(two) hours per day shall be considered.
1.	The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorised amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

yes / no

YES

or

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme

NO

yes / no

The contractor is informed that only option 'A' shall apply

2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes

No

Lump Sum document:

Yes

No

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable

2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

2.4 DESIGN PROCEDURES

YES or NO

YES or NO

YES or NO

YES or NO

Contract drawings:
Other documents:

Yes

No

Waiver of the Contractors lien or right of continuing possession is required.

YES

GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below; select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

payment certificate (excluding VAT)

NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on.....of.....20.....

Name of signatory

for and behalf of the Employer who by signature hereof

Capacity
of signatory

as Witness.

Thus done and signed at..... of..... on..... of..... 20.....	
Name of signatory	for and behalf of the Contractor who by signature hereof
Capacity of signatory	as Witness.



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

C1.3 - FORM OF GUARANTEE

**C1.3 PERFORMANCE GUARANTEE -
GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)**

Head: Public Works
KZN Department of Public Works:
Private Bag X 9041
PIETERMARITZBURG
3200
Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNT 04268 W

Project Code 063049

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical Address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO.
063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER
STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT
FOR WIMS NO. 072033)**

"Site" means:

"Contract" means:

The Agreement made in terms of the Form of Offer and Acceptance and
such amendments or additions to the Contract as may be agreed in writing
between the parties.

"Contract Sum" means:

The accepted amount inclusive of tax of:

Amount in Words:

"Guaranteed Sum" means:

The maximum aggregate amount of: 10%

Of Contract Sum

Amount in Words:

"Expiry Date" means:

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION
CONTRACT FOR WIMS NO. 072033)**

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	Tender no:		
ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)	ZNT 04268 W	Project Code:	063049

C2.1 Pricing Instructions

4	PROVISIONAL ITEMS All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.
	SCALE The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.
	PRICES FOR VARIATIONS Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.
	MASSES AND MEASURING UNITS These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto. The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.

5	TIMELY ORDERING OF MATERIALS The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.
6	ELECTRICAL LIGHTING, POWER AND WATER The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.
7	IMPORT PERMITS, DUTIES AND SURCHARGES. All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used. Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.
8	STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS The work executed under this Contract has been measured in accordance with the; Standard System of Measuring Builders Work (7th Edition) including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.
9	PRICING OF ROCK EXCAVATIONS It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.

10	BROAD BASED BLACK ECONOMIC EMPOWERMENT 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.				
11	REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information. 5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:				
12	<table border="1"> <thead> <tr> <th data-bbox="981 963 1449 1030">Name of Supplier</th> <th data-bbox="213 963 981 1030">Central Supplier Database (CSD) Supplier Number:</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="213 67 1449 878"> TAX CLEARANCE REQUIREMENTS It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates. 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za. 6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za. </td></tr> </tbody> </table>	Name of Supplier	Central Supplier Database (CSD) Supplier Number:	TAX CLEARANCE REQUIREMENTS It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates. 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za. 6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za.	
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TAX CLEARANCE REQUIREMENTS It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates. 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za. 6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za.					

Company / Entity Tax Reference Number	
13	BILLS OF QUANTITIES/LUMP SUM DOCUMENT The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation. 14 VALUE ADDED TAX The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary. 15 FIXED PRICE CONTRACT Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions: Tenderers are to take note that the contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.



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PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION
CONTRACT FOR WIMS NO. 072033)**

C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6)	Item			
A7	Quality and Related Matters (clause 7)	Item			
A8	Risk and Related Matters (clause 8)	Item			
A9	Termination of Contract (clause 9)	Item			
A10	Claims and Disputes (clause 10)	Item			
SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1 Refer to the SCOPE OF WORK for detail requirements:					
B1	Scope	Item			
B2	Normative references	Item			
B3	Definitions	Item			
B4	Requirements for construction and management	Item			
B4.1	General	Item			
B4.2	Responsibilities for design and construction	Item			
B4.3	Planning, programme and method statements	Item			
Carried forward to collection					
R					

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance	Item			
	F:.....				
	V:.....				
	T:.....				
B4.5	Setting out	Item			
	F:.....				
	V:.....				
	T:.....				
B4.6	Management and disposal of water	Item			
	F:.....				
	V:.....				
	T:.....				
B4.7	Blasting	Item			
	F:.....				
	V:.....				
	T:.....				
B4.8	Works adjacent to services and structures	Item			
	F:.....				
	V:.....				
	T:.....				
B4.9	Management of the Works and site	Item			
	F:.....				
	V:.....				
	T:.....				
B4.10	Earthworks	Item			
	F:.....				
	V:.....				
	T:.....				
B4.11	Testing	Item			
	F:.....				
	V:.....				
	T:.....				
B4.12	Materials, samples and fabrication drawings	Item			
	F:.....				
	V:.....				
	T:.....				
B4.13	Equipment	Item			
	F:.....				
	V:.....				
	T:.....				
B4.14	Site establishment	Item			
	F:.....				
	V:.....				
	T:.....				
B4.15	Survey control	Item			
	F:.....				
	V:.....				
	T:.....				
B4.16	Temporary works	Item			
	F:.....				
	V:.....				
	T:.....				
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		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9	Item			
	F:.....T:.....				
C9	Proof of compliance with the law - CLAUSE 5.10	Item			
	F:.....T:.....				
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7	Item			
	F:.....T:.....				
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1	Item			
	F:.....T:.....				
D3	The planning, programme and method statements - CLAUSE 4.3	Item			
	F:.....T:.....				
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1	Item			
	F:.....T:.....				
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2	Item			
	F:.....T:.....				
D6	Office for the foreman CLAUSE 4.14.3	Item			
	F:.....T:.....				
D7	Telephone - CLAUSE 4.14.3	Item			
	F:.....T:.....				
D8	Office for inspector of works - CLAUSE 4.14.3	Item			
	F:.....T:.....				
D9	Telephone in office for inspector of works - CLAUSE 4.14.3	Item			
	F:.....T:.....				
D10	Sheds - CLAUSE 4.14.3	Item			
	F:.....T:.....				
Carried forward to collection					
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		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6	Item			
	F:..... T:..... V:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1	Item			
	F:..... T:..... V:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3	Item			
	F:..... T:..... V:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4	Item			
	F:..... T:..... V:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18	Item			
	F:..... T:..... V:.....	Item			
SECTION E: SPECIFIC PRELIMINARIES					
Section E contains Specific Preliminary items which apply to this contract except where					
"N/A" (Not Applicable) appears against the item.					
E1	PROPRIETARY BRANDED PRODUCTS	Item			
	The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.	Item			
	F:..... T:..... V:.....	Item			
E2	OVERTIME	Item			
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.	Item			
	F:..... T:..... V:.....	Item			
E3	AS BUILT DRAWINGS	Item			
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.	Item			
	F:..... T:..... V:.....	Item			
Carried forward to collection					
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SECTION E: SPECIFIC PRELIMINARIES					Carried forward to collection	
E4	SITE INSTRUCTIONS	Item	UNIT	QUANTITY	RATE	AMOUNT
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:.....	Item				
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item				
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item				
E8	SECTIONAL COMPLETION When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item				
E9	LOCAL LABOUR It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community. F:..... V:..... T:.....	Item				
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E10	IMPORT PERMITS AND DUTIES		UNIT	QUANTITY	RATE	AMOUNT
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)	F:..... V:..... T:..... Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.	Item			
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS E12.1 a Employment Targets The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created = [Contractor to fill in an estimated number] F:..... V:..... T:..... E12.1 b Employment requirements Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program; 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. F:..... V:..... T:.....	Item				
		Carried forward to collection	Item			

UNIT	QUANTITY	RATE	AMOUNT	
Item	Item	Item	Item	Item
12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. * Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. * Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited F:..... V:..... T:..... The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities. F:..... V:..... T:..... E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated. Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)" F:..... V:..... T:..... E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office. F:..... V:..... T:..... 12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated. This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department. F:..... V:..... T:.....				Carried forward to collection
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E12.4 EPWP REPORTING as per EPWP DATA FORM			
UNIT	QUANTITY	RATE	AMOUNT
Item	Item	Item	Item
At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA			
F:..... V:..... T:..... E12.5 EPWP PROMOTION 12.5.1 EPWP signage board EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETICA MEDIUM" letters are to be used. Professional title to be 10 mm above line. Line thickness to be 8 mm thick. Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows: Helvetica medium 100 mm black upper case to be for project name and owner. Helvetica medium 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows: Board to be minimum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0.6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order. F:..... V:..... T:..... 12.5.2 Branding of labour apparel Contractor & Sub-contractors' labours shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site. The contractor is then advised to price for both item 17.5.1 and 17.5.2 F:..... V:..... T:..... E12.6 COMMUNITY LIAISON OFFICER (CLO) UTILISATION OF A COMMUNITY LIAISON OFFICER In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time. A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:			

	1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications	Carried forward to collection	R
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UNIT	QUANTITY	RATE	AMOUNT	
				8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto. 9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time. 10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time. Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works F:..... V:..... T:..... E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills. Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity. Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety. F:..... V:..... T:..... E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderers are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply: African Equity Ownership a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate. b) The Priority Population Group consists of women, youth and disabled people. c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO). d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated. In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels. F:..... V:..... T:.....
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UNIT	QUANTITY	RATE	AMOUNT	TENDERER'S TO NOTE CONDITIONS	Carried forward to collection	R
				a) The contract to be entered into between the Contractor and the PPG's will be LABOUR ONLY sub-contract. b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary. c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress. d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment. f) Basic tools shall be provided by the PPG's and where these are not available, the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG. g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work. CO-ORDINATION The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub-Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained. F:..... V:..... T:..... ATTENDANCE The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site. Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor. This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like. F:..... V:..... T:..... E12.9 EPWP CONTRACT FOR LABOUR It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer. F:..... V:..... T:.....		

E12.10 EPWP SCOPE of WORK				
UNIT	QUANTITY	RATE	AMOUNT	Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor. Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (L1) are regarded feasible are as follows: i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m ii) All masonry works which include concrete mixing on site, brickwork; plastering; screed works; jointing; etc. iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tilling; carpentry; flooring; waterproofing; etc. F.:..... V.:..... T.:..... Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements. Payment for the labour-intensive component of the works shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. Linkage of payment for labour-intensive component of works to submission of project data The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. Applicable labour laws The current Ministerial Determination (also downloadable at www.epwp.gov.za) of Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. F.:..... V.:..... T.:.....
				Carried forward to collection

UNIT	QUANTITY	RATE	AMOUNT	
				E13 HIV/AIDS AWARENESS
				Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)
				E13.1 Provide and maintain a condom dispenser in terms of Clause 5.1a)
				E13.2 Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)
				E13.3 HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;
				E13.4 Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)
				E13.5 Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)
				E13.5 Reporting
				Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).
				F..... V..... T.....
				Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.
				OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993
				Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"
				F..... V..... T.....
				NOTICE BOARD, SITE OFFICE, ETC.
				Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.
				F..... V..... T.....
				IMPORTED MATERIALS AND EQUIPMENT
				Where imported items are listed in the tender documents, the tenderer shall provide all information called for, falling which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to 12.14 - Schedule of Imported Materials and Equipment.
				F..... V..... T.....
				CONTRACT DOCUMENTS
				The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed.
				Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.
				F..... V..... T.....
				Carried forward to collection
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		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES The Document Preambles will be the "ASASQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Offices of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.	Item			
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders.	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings.	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes.	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.	Item			
E24	ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works. F:..... V:..... T:..... PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44, 1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:..... Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.	Item			
E26		Item			
E27		Item			
	Carried forward to collection			R	

SECTION 1		
SUMMARY – PRELIMINARY & GENERAL		
Collection	Page No.	Amount
Carried forward to Final Summary	1	R
	2	R
	3	R
	4	R
	5	R
	6	R
	7	R
	8	R
	9	R
	10	R
	11	R
	12	R
	13	R
	14	R
	15	R
	16	R
Section No. 1 Preliminary & General Summary		



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

PART C2.3 BILL OF QUANTITIES

PART C3. SCOPE OF WORKS

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)



C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works compiled in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:		ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)	
Tender no:		ZNT 04268 W	Project Code: 063049
1	SECTION 1		
	EXTENT OF THE WORKS		
	EMPLOYERS OBJECTIVES	Provision of borehole and water storage tank including booster pump	
	1.2	OVERVIEW OF THE WORKS	Completion contract fro wims number 072033.
	1.3	EXTENT OF THE WORKS	The scope include Provision of borehole, Galvanised water storage steel tank including booster pump, treatment plant and water supply
	1.4	LOCATION OF THE WORKS	The site is situated within the premises of the Sokhulu Clinic on the fringe of the town of Mbonambi within Sokhulu area.
	1.5	TEMPORARY WORKS	All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)
	ENGINEERING		
	2.1	EMPLOYER'S DESIGN	
	2.2	DESIGN BRIEF	completion contract
	2.3	DRAWINGS	A1 General arrangement drawing

2.4	DESIGN PROCEDURES	Not applicable
3	PROCUREMENT PREFERENTIAL PROCUREMENT PROCEDURES This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderers are referred to www.kzntreasury.gov.za for access to the relevant documents. Tenderers are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.	3.1
3.2	RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT NOTE : This project will be adjudicated as not exceeding R 50,000 000,00	3.2
3.3	SCOPE OF MANDATORY SUBCONTRACT WORK	Not applicable
3.4	PREFERRED SUBCONTRACTORS/SUPPLIERS	Not applicable
3.5	SUBCONTRACTING PROCEDURES	Not applicable
4.1	CONSTRUCTION APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sum documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sum documents, it shall be deemed to mean "Contractor" as defined.	4

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS See above 4.1 4.3 PARTICULAR / GENERIC SPECIFICATIONS The Contractor is referred to the following documents whether attached to this document or not: SPECIFICATION Specification for HIV/AIDS Awareness (CIDB) Specific Construction, Safety, Health and Environmental Plan Standard Preambles for all Trades (Rev 3) - DOH 2009 General Electrical Specification Lightning Protection Installation PAGES HIV1 TO HIV3 1 to 95 E/1 to E/20 LP/1 to LP/6 4.4 CERTIFICATION BY RECOGNIZED BODIES Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract. 4.5 AGREEMENT CERTIFICATES Not applicable 4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER Not applicable 4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER Not applicable 4.8 OTHER SERVICES AND FACILITIES The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes. MANAGEMENT APPLICABLE SANS 1921 STANDARDS Tenders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT
5.2	RECORDING OF WEATHER The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

		The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:	

5.9 PERMITS The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site	5.10 PROOF OF COMPLIANCE WITH THE LAW The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Soil compaction certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation	5.11 INSURANCE PROVIDED BY THE EMPLOYER Not Applicable SECTION 2 SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004	4.1.7 Clause Numbers The requirements for drawings, information and calculations for which the Contractor is responsible are: shop drawings for tank stand and concrete bases must be submitted for approval 30 days prior to erections. 4.2.1 The responsibility strategy assigned to the Contractor for the works is: Strategy A 4.2.2 The structural engineer is: To be appointed by contractor 4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme N/A 4.3 The planning, programme and method statement are to comply with the following: N/A
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4.12.1 Samples of materials	The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: 0	
4.12.2 Fabrication drawings that the contractor is to provide to the employer are:	None	
4.12.3 Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:	OFFICE FOR FOREMAN Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers. TELEPHONE The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls. OFFICE FOR INSPECTOR OF WORKS Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A lockable suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance. TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.	

	SHED Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required. 4.14.6 The requirement for provision and erection of signboards are: Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract. 4.17.1 Requirement for the termination, diversion or maintenance of existing services: Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately. 4.17.3 Services which are known to exist on the site: Investigate and provide detail drawings. 4.17.4 Requirement for detection apparatus None 4.18 ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE: By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderers are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderer and submitted with the other tender documents at the time of tender. Failure to do so, Tenderers are therefore advised to study the 'Construction Phase Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderers are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained. 4.22 WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE: [Provide list of applicable contractors]
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C3.1 SCOPE OF WORKS GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works compiled in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:		ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)	
Tender no:		ZNT 04268 W Project Code: 063049	
1	SECTION 1		
	EXTENT OF THE WORKS		
	EMPLOYERS OBJECTIVES		
	1.1		
	Provision of borehole and water storage tank including booster pump		
	1.2		
	OVERVIEW OF THE WORKS		
	Completion contract fro wims number 072033.		
	1.3		
	EXTENT OF THE WORKS		
	The scope include Provision of borehole, Galvanised water storage steel tank including booster pump, treatment plant and water supply		
1.4			
LOCATION OF THE WORKS			
The site is situated within the premises of the Sokhulu Clinic on the fringe of the town of Mbonambi within Sokhulu area.			
1.5			
TEMPORARY WORKS			
All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)			
2	ENGINEERING		
	EMPLOYER'S DESIGN		
	2.1		
	DESIGN BRIEF		
	completion contract		
2.2			
DRAWINGS			
A1 General arrangement drawing			
2.3			

2.4	DESIGN PROCEDURES	Not applicable	
3	PROCUREMENT PREFERENTIAL PROCUREMENT PROCEDURES	3.1	This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderers are referred to www.kzntreasury.gov.za for access to the relevant documents. Tenderers are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.
3.2	RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT		NOTE : This project will be adjudicated as not exceeding R 50,000 000,00
3.3	SCOPE OF MANDATORY SUBCONTRACT WORK		
3.4	PREFERRED SUBCONTRACTORS/SUPPLIERS		Not applicable
3.5	SUBCONTRACTING PROCEDURES		Not applicable
4.1	CONSTRUCTION APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS		The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specifications, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sum documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sum documents, it shall be deemed to mean "Contractor" as defined.

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS	See above 4.1	4.3	PARTICULAR / GENERIC SPECIFICATIONS	The Contractor is referred to the following documents whether attached to this document or not: SPECIFICATION Specification for HIV/AIDS Awareness (CIDB) Specific Construction, Safety, Health and Environmental Plan Standard Preambles for all Trades (Rev 3) - DOH 2009 General Electrical Specification Lightning Protection Installation PAGES HIV1 TO HIV3 1 to 95 E/1 to E/20 LP/1 to LP/6	4.4	CERTIFICATION BY RECOGNIZED BODIES	Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.	4.5	AGREEMENT CERTIFICATES	Not applicable	4.6	PLANT AND MATERIAL PROVIDED BY THE EMPLOYER	Not applicable	4.7	SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER	Not applicable	4.8	OTHER SERVICES AND FACILITIES	The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.	5	5.1	MANAGEMENT APPLICABLE SANS 1921 STANDARDS Tenders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT	5.2	RECORDING OF WEATHER	The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.
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5.8	PAYMENT CERTIFICATES	Requirements will be in accordance with the Employers prescriptions.																																																				
5.7	BONDS AND GUARANTEES	The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.																																																				
5.6	DAILY RECORDS	The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.																																																				
5.5	ELECTRONIC PAYMENTS	The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.																																																				
5.4	FORMS FOR CONTRACT ADMINISTRATION	The Employer shall provide all necessary forms.																																																				
5.3	MANAGEMENT MEETINGS	In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.																																																				
The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below: <table><tr><th colspan="2">CURRENT YEAR</th><th>YEAR + 1</th><th>YEAR + 2</th></tr><tr><td>January</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>February</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>March</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>April</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>May</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>June</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>July</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>August</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>September</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>October</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>November</td><td>3 w/days</td><td>3</td><td>3</td></tr><tr><td>December</td><td>3 w/days</td><td>3</td><td>3</td></tr></table>			CURRENT YEAR		YEAR + 1	YEAR + 2	January	3 w/days	3	3	February	3 w/days	3	3	March	3 w/days	3	3	April	3 w/days	3	3	May	3 w/days	3	3	June	3 w/days	3	3	July	3 w/days	3	3	August	3 w/days	3	3	September	3 w/days	3	3	October	3 w/days	3	3	November	3 w/days	3	3	December	3 w/days	3	3
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5.10	PROOF OF COMPLIANCE WITH THE LAW	The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Soil compaction certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER	Not Applicable SECTION 2 SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004
Clause Numbers	4.1.7	The requirements for drawings, information and calculations for which the Contractor is responsible are: shop drawings for tank stand and concrete bases must be submitted for approval 30 days prior to erections.
	4.2.1	The responsibility strategy assigned to the Contractor for the works is: Strategy A
	4.2.2	The structural engineer is: To be appointed by contractor
	4.2.3	Drawings & other info are to be submitted in accordance with the contractors programme N/A
	4.3	The planning, programme and method statement are to comply with the following: N/A

4.12.1	Samples of materials The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: 0	
4.12.2	Fabrication drawings that the contractor is to provide to the employer are: None	
4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: OFFICE FOR FOREMAN Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers. TELEPHONE The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls. OFFICE FOR INSPECTOR OF WORKS Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 15 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance. TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.	

	SLED Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required. 4.14.6 The requirement for provision and erection of signboards are: Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract. 4.17.1 Requirement for the termination, diversion or maintenance of existing services: Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately. 4.17.3 Services which are known to exist on the site: Investigate and provide detail drawings. 4.17.4 Requirement for detection apparatus None 4.18 ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE: By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderers are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderer and submitted with the other tender documents at the time of tender. Failure to do so prepared by the Tenderer and submitted to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderers are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained. 4.22 WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE: [Provide list of applicable contractors]
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Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

C3.3 - HIV/STI COMPLIANCE REPORT

Project Code:	063049	Period covered by payment claim:	
Payment Claim number:			

1. Distribution of condoms (briefly describe where and how condoms are distributed).	
2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).	
3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).	
4. Counselling, support and care (summarise information provided).	
5. HIV awareness programme (briefly describe action).	

For Contractor:

Employer's representative:

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3,1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3,2 Abbreviations

STI: Sexually transmitted infection
HIV: Human Immunodeficiency Virus
AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1

The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2

The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3

The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.



**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:		Tender No.	
ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)		ZNT 04268 W	
		Project Code:	063049
C4.1 Site Information			
C4.1	GENERAL	(a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information. Mountainous landscape characterizes the area where the place is situated. A geohydrologist will need to be hired by the contractor to carry out the investigation. (b) Specific requirements must be described. (c) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein. If project is phased, indicate the phased work procedure with a colour coded site plan or graphical key or sorts.	
C4.2	GEOTECHNICAL INVESTIGATION REPORT	(a) The contract will include geotechnical study.	



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PART C5 - DRAWINGS / ANNEXURES

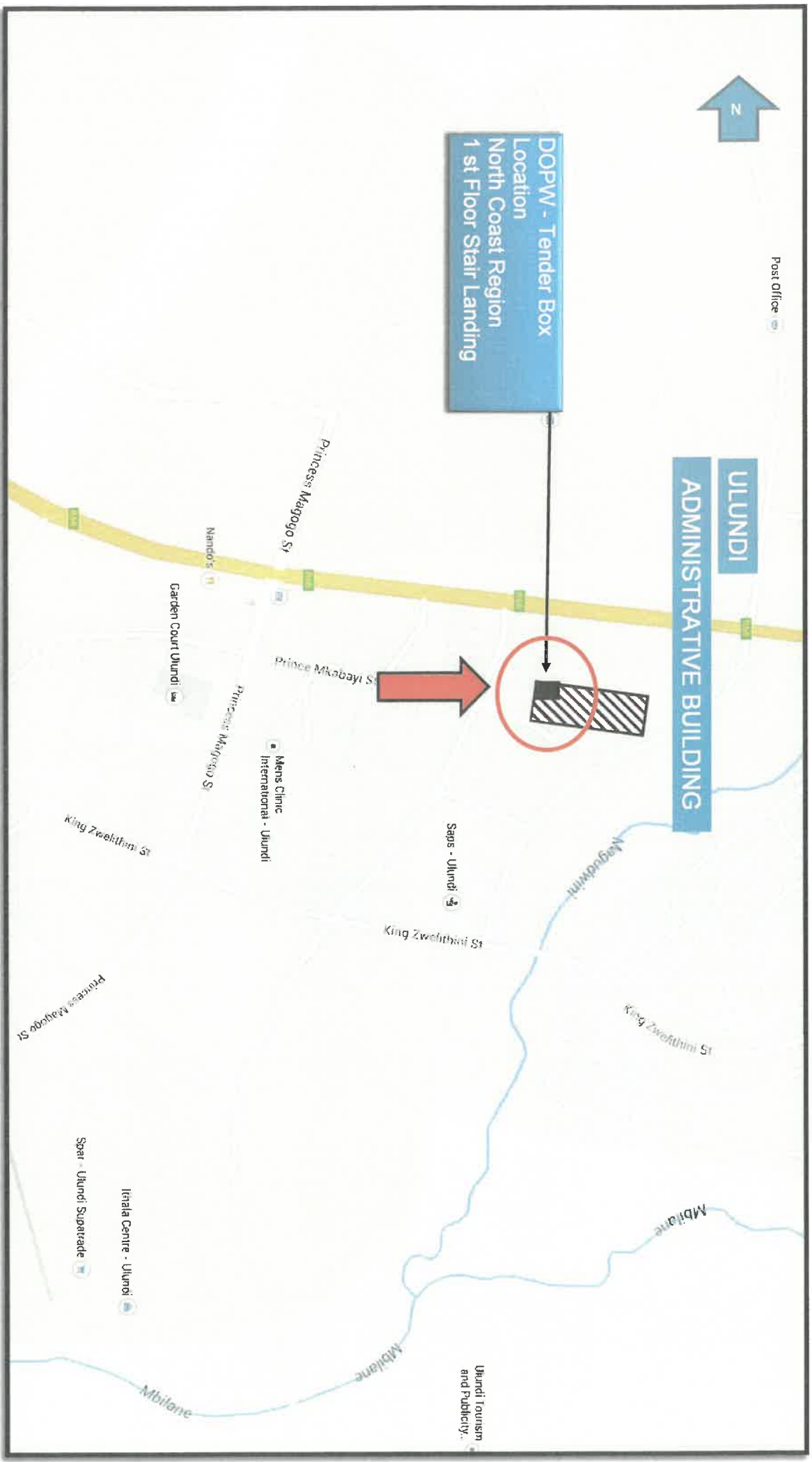
C5.1 - LIST OF DRAWINGS/ANNEXURES		
ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)		
Tender No.:	ZNT 04268 W	Project Code: 063049
(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.) The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.		
DRAWING NO		DESCRIPTION
A1 General arrangement drawing Elevated water tank and stand sections and pipe connections		

ANNEXURES	
Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Lighting Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 5	Joint Venture Agreement
Annexure 6	#REF!
Annexure 7	Health and Safety Specification
Annexure 8	Health and Safety Bill of Quantities
Annexure 9	Builders Lien Agreement
Annexure 10	Geotechnical Investigation Report (If applicable)
Annexure 11	EPWP Employment Contract
Annexure 12	Attendance Register - Infrastructure and Other projects
	EPWP Data Collection tool for Phase 3 system



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ANNEXURES



Annexure 5
Joint Venture Agreement
(March 2004)
(First Edition of CIDB document 1017)

KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA



PREAMBLE
This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by

(name of Employer)

to the KZN Department of Public Works in respect of the following project:

for (brief description of Contract)

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A
BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

Now it is hereby agreed as follows :

DEFINITIONS AND INTERPRETATION

Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

2.
2.1

2.2	<u>Interpretation</u> Unless inconsistent with the context, an expression in the Agreement which denotes:	• any gender shall include the other genders • a natural person shall include a juristic person and vice versa • the singular shall include the plural and vice versa
2.3	<u>Headings</u> The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.	
2.4	<u>Law</u> The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.	
2.5	<u>Language</u> English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.	
2.6	<u>Conflict between Agreement and Contract</u> Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.	
3.	JOINT VENTURE GENERAL <u>Establishment and Purpose</u> The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.	
3.1	<u>Termination</u> The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged. Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body. This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.	
3.3	<u>Exclusivity</u> Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.	
3.4	<u>Participation of Members</u> Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement. Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members' interests.	
3.5	<u>Management</u> The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.	

3.6	<u>Confidentiality</u> All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.
	No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.
3.7	<u>Assignment</u> No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.
3.8	<u>Subcontracting</u> No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.
3.9	<u>Variations to Agreement</u> No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.
3.10	<u>Liability</u> Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement. It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.
4.	MANAGEMENT OF JOINT VENTURE
4.1	<u>General</u> The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.
	Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function. The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.
	Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.
4.2	<u>Management Committee</u>
4.2.1	<u>Composition</u> The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee. Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement. A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's interest. If two, or more, Members have the same, largest Member's interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

4.2.2 *Meetings*
No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Committee. Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*
Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 *Powers and duties*
The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.

4.2.4.2 Managing the day to day affairs of the Joint Venture.

4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.

4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.

4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' interests shall be unanimously approved by the Members.

4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.

4.2.4.7 Controlling and approving the appointment of all subcontractors.

4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 RESOURCES OF JOINT VENTURE

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' interest are not, except with the unanimous approval of the Members, affected thereby.

5.1

Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.

5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2

Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.

3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.

4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.

6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.

7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3

Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6.

BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7.

INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. DISPUTES

8.1 **Settlement**
The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed. The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Thus done and signed at _____ this _____ day of _____ 20____

Member No. 1

For and on behalf of _____ [Company]

by (name) _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

Member No. 2

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____
As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____
As witnesses 2. _____

[Allow for additional parties as necessary]

Occupational Health and Safety Specification (OHSE SPEC) KWAZULU-NATAL PROVINCE PUBLIC WORKS REPUBLIC OF SOUTH AFRICA		Project Name: ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)	Project Code: 063049 Agent Name: Ms. L. Ntuli (Head Office) Region: Northern Region District: Ulundi Ward no.: 5
Annexure 6			

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (indicative)	RATE	AMOUNT
1	MEDICALS	Nr.	-		(b)	(a) x (b)
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
2	PERSONAL PROTECTIVE EQUIPMENT					
2.1	Overalls	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Barricading Material	M				
2.9	Dust masks	Box	20			
3	FIRE FIGHTING					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
4	HEALTH AND SAFETY PERSONNEL					
4.1	Safety Manager	Nr.				
4.2	Safety Officer	Nr.				
4.3	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
5	FACILITIES					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Degreasing & Toilet soap	Nr.				
6	FALL PREVENTION / PROTECTION					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Safety harnesses with Scaffold hooks	Nr.				
6.3	Lifelines and vertical fall arrest systems	Nr.				
6.4	Scaffolding - material, erection and inspection (Estimate for project)	Nr.				
6.5	Temporary hand railing material and kick flats	Nr.				
6.6	Chin Straps	Nr.				
7	FIRST AID					
7.1	Replenishment of boxes and other supplies	Nr.				
	TOTAL					
	TOTAL					

TOTAL|

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Page 2 of 2

8	TRAINING	8.1	SHE Representative	Nr.	TOTAL				
		8.2	First Aid Level 1	Nr.					
		8.3	Fire Fighting	Nr.					
		9.1	All Signage as required by Law, regulatory, warning and information	Nr.					
9	SIGNAGE	9.2	Posters for awareness	Nr.	TOTAL				
		10.1	Replacement of Locks required for lockouts	Nr.					
		10.2	Replacement of tags	Nr.					
		10.3	Replacement for Permit books	Nr.					
10	ELECTRICAL	10.4	Replacement of Callipers	Nr.	TOTAL				
		11	OTHERS (Project Specific)	Nr.					
		11.1		Nr.					

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor:

Employer:

Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement:

GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049:
SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK
WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

Site:

Region: King Cetshwayo District Municipality: Mbonambi at Umhlathuze Local
Municipality: Ward Nr.01

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at

on

_____ [Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereeto

ADDITIONAL SPECIFICATION - EPWP

EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP EMPLOYER'S RESPONSIBILITIES
SL 05	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 06	TRAINING OF YOUTH WORKERS
SL 07	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 08	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 09	PROVINCIAL RATES OF PAY
SL 10	MEASUREMENTS AND PAYMENT
SL 11	EPWP EMPLOYMENT AGREEMENT
EXAMPLE	
SL 01	SCOPE

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01

TERMINOLOGY

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

SL 02.02

DEFINITIONS

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) "client" means the Department of Public Works.
- (c) "worker / trainee" means any person working or training in an elementary occupation on a EPWP.

SL 03

APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practice for Employment and Conditions of Work for 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. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SL 04

EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

SL 04.01

DEFINITIONS

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a 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 a 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
- (j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02

TERMS OF WORK

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment

SL 04.03

NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

SL 04.04	MEAL BREAKS	(c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him. Every work 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.
SL 04.05	SPECIAL CONDITIONS FOR SECURITY GUARDS	(a) A security guard may work up to 55 hours per week and up to eleven hours per day. (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each. (c) 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.
SL 04.06	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.
SL 04.07	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").
SL 04.08	WORK ON SUNDAYS AND PUBLIC HOLIDAYS	(a) A worker may only work on a Sunday or public holiday to perform emergency or security work. (b) Work on Sundays is paid at the ordinary rate of pay. (c) A task-rated worker who works on a public holiday must be paid – (i) the worker's daily task rate, if the worker works for less than four hours; (ii) double the worker's daily task rate, if the worker works for more than four hours. (d) A time-rated worker who works on a public holiday must be paid – (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.
SL 04.09	SICK LEAVE	(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. (b) 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 (c) A worker may accumulate a maximum of twelve days' sick leave in a year. (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) 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 –
- (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) 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.
- (j) 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.

SL 04.10

MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) 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.
- (e) A worker may begin maternity leave –
- (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
- (1) 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
 - (2) if agreed to between employer and worker; or
 - (iii) 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.

- (f) 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.

- (g) 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.

SL 04.11

FAMILY RESPONSIBILITY LEAVE

- (a) 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 –
- (i) when the employee's child is born;
 - (ii) when the employee's child is sick;

- (iiii) in the event of the death of –
- (1) the employee's spouse or life partner
- (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –

- (i) the employer's name and address and the name of the EPWP;
- (ii) the tasks or job that the worker is to perform;
- (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (iv) the worker's rate of pay and how this is to be calculated;
- (v) the training that the worker may be entitled to receive during the EPWP.

- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
- (i) the worker's name and position;
- (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
- (iii) in the case of a time-rated worker, the time worked by the worker;
- (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) 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. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
- (i) at the workplace or at a place agreed to by at least 75% of the workers; and
- (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
- (i) the period for which payment is made;
- (ii) the number of tasks completed or hours worked;
- (iii) the worker's earnings;

- (iv) any money deducted from the payment; the actual amount paid to the worker.
- (v)
- (g) 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.
- (h) 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.

DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) 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.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.15

HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.16

COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) 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.

SL 04.17

TERMINATION

SL 04.18

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) 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.
- (d) 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.
- (e) 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.

CERTIFICATE OF SERVICE

SL 04.19

- (a) On termination of employment, a worker is entitled to a certificate stating –

- (i) the worker's full name;
- (ii) the name and address of the employer;
- (iii) the SPWP on which the worker worked;
- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the EPWP;
- (vi) the period for which the worker worked on the EPWP;
- (vii) any other information agreed on by the employer and worker.

EMPLOYER'S RESPONSIBILITIES

SL 05

- The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:
- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
 - (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
 - (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
 - (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
 - (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
 - (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
 - (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
 - (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
 - (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
 - (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

PLACEMENT OF RECRUITED EPWP BENEFICIARY

SL 06

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund;
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:

(i) 55% people between the ages of 18 and 35

(ii) 55% women;

(iii) 2% people with disabilities.

- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress;
 - EPWP Employment Agreement, and
 - list of small trade tools;

must be included in the EPWP beneficiary's personal profile file.

TRAINING OF EPWP BENEFICIARY

SL 07

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

- (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

- (b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training
- The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.
- Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

The Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
 - 55% women;
 - 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 0 and technical training is 0

SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY

(TARGET:- 10 EPWP BENEFICIARY)

SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days(Prov.Sum).....Unit: R/EPWP beneficiary
The above item is only applicable if DOL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in

SL 11.01.01.....Unit: EPWP beneficiary
LESS R 2000 per EPWP beneficiary

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Life skills training for 26 days:

01 Travelling (based on 50 km/EPWP beneficiary)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
03 Profit and attendance.....Unit: %

SL 11.02.02 Skilled development and Technical training:

01 Travelling (based on 50 km/EPWP beneficiary)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
03 Profit and attendanceUnit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venues.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03	ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING	
SL 11.03.01	Life skills training for 26 days	Unit: worker-days
SL 11.03.02	Skilled development and Technical training for EPWP beneficiary for (.....)	Unit: worker-days
SL 11.04	EMPLOYMENT OF EPWP BENEFICIARY	
SL 11.04.01	Employment of EPWP beneficiary.....	Unit: R/ worker-month
SL 11.04.02	Employment of EPWP beneficiary.....	Unit: R/ worker-month
SL 11.05	PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY	
SL 11.05.01	Supply EPWP designed overalls to EPWP beneficiary	Unit: R
SL 11.05.02	Profit and attendance.....	Unit: %
SL 11.06	PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY	
SL 11.06.01	Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....	Unit: R 500-00 / youth worker
SL 11.06.02	Profit and attendance.....	Unit: %
SL 11.07	APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S	
SL 11.07.01	Appointment of (.....) EPWP beneficiary team leader/s for the duration of the contract.....	Unit: R / EPWP beneficiary team leader
SL 11.08	LIAISON WITH SERVICE PROVIDER	
SL 11.08	The EPWP beneficiary Team Leader will act as CLO/PLC to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.	Unit: hours
SL 11.08	The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.	

ADDITIONAL SPECIFICATION - EPWP

EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
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SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. Furthermore will be required to employ all of these youth for a minimum period of 6 months. The Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01

TERMINOLOGY

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

SL 02.02

DEFINITIONS

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) "client" means the Department of Public Works.
- (c) "worker / trainee" means any person working or training in an elementary occupation on a EPWP.

SL 03

APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to workers described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practice for Employment and Conditions of Work for 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. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SI 04

EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

SL 04.01

DEFINITIONS

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a 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 a 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
- (j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02

TERMS OF WORK

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment

SL 04.03

NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) more than forty hours in any week
 - (iii) on more than five days in any week; and
 - (iiii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

SL 04.04	MEAL BREAKS	(a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. (b) An employer and worker may agree on longer meal breaks. (c) 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.
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SL 04.05	SPECIAL CONDITIONS FOR SECURITY GUARDS	(a) A security guard may work up to 55 hours per week and up to eleven hours per day. (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.
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SL 04.06	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.
SL 04.07	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").

SL 04.08	WORK ON SUNDAYS AND PUBLIC HOLIDAYS	(a) A worker may only work on a Sunday or public holiday to perform emergency or security work. (b) Work on Sundays is paid at the ordinary rate of pay. (c) A task-rated worker who works on a public holiday must be paid – (i) the worker's daily task rate, if the worker works for less than four hours; (ii) double the worker's daily task rate, if the worker works for more than four hours. (d) A time-rated worker who works on a public holiday must be paid – (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.
SL 04.09	SICK LEAVE	(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. (b) 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 (c) A worker may accumulate a maximum of twelve days' sick leave in a year. (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) 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 –
- (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) 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.
- (j) 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.

SL 04.10

MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) 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.
- (e) A worker may begin maternity leave –
- (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
- (1) 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
 - (2) if agreed to between employer and worker; or
 - (iii) 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.

- (f) 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.

- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPVFP on which she was employed has ended.

SL 04.11

FAMILY RESPONSIBILITY LEAVE

- (a) 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 –
- (i) when the employee's child is born;
 - (ii) when the employee's child is sick;

- (iiii) in the event of the death of –
- (1) the employee's spouse or life partner
- (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –

- (i) the employer's name and address and the name of the EPWP;
- (ii) the tasks or job that the worker is to perform;
- (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (iv) the worker's rate of pay and how this is to be calculated;
- (v) the training that the worker may be entitled to receive during the EPWP.

- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
- (i) the worker's name and position;
- (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
- (iii) in the case of a time-rated worker, the time worked by the worker;
- (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) 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. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
- (i) at the workplace or at a place agreed to by at least 75% of the workers; and
- (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
- (i) the period for which payment is made;
- (ii) the number of tasks completed or hours worked;
- (iii) the worker's earnings;

- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.
- (g) 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.
- (h) 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.

SL 04.15

DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) 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.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16

HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17

COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) 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.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) 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.
- (d) 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.
- (e) 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.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –

- (i) the worker's full name;
- (ii) the name and address of the employer;
- (iii) the SPWP on which the worker worked;
- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the EPWP;
- (vi) the period for which the worker worked on the EPWP;
- (vii) any other information agreed on by the employer and worker.

EMPLOYER'S RESPONSIBILITIES

- The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:
- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
 - (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
 - (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
 - (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing work on site;
 - (e) ensure that all EPWP beneficiary are covered under workers' compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
 - (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
 - (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
 - (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
 - (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
 - (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

PLACEMENT OF RECRUITED EPWP BENEFICIARY

SL 06

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:

- (i) 55% people between the ages of 18 and 35

- (iii) 55% women;

- (iiii) 2% people with disabilities.

- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above;
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.

- (i) in addition to (h)

- a copy of the I.D;
- qualifications;
- career progress;
- EPWP Employment Agreement, and
- list of small trade tools;

must be included in the EPWP beneficiary's personal profile file.

TRAINING OF EPWP BENEFICIARY

SL 07

Three types of training are applicable, namely

- Life skills;
 - On the job training and
 - Technical Skills training.
- Training will be implemented by training instructors accredited by DOL and/or CETA :
- EPWP beneficiary shall be employed on the projects for an average of 6 months.
 - EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

- (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

- (b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfill their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training
- The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.
- Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08

PREAMBLE

SL 08.01

The Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.02

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
 - 55% women;
 - 2% disabled.

CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

SL 09

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 0 and technical training is 0

SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY

(TARGET:- 10 EPWP BENEFICIARY)

SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days(Prov.Sum).....Unit: R/EPWP beneficiary
The above item is only applicable if DOL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: EPWP beneficiary

LESS R 2000 per EPWP beneficiary

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Life skills training for 26 days:

01 Travelling (based on 50 km/EPWP beneficiary)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
03 Profit and attendance.....Unit: %

SL 11.02.02 Skilled development and Technical training:

01 Travelling (based on 50 km/EPWP beneficiary)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
03 Profit and attendanceUnit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03	ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING	
SL 11.03.01	Life skills training for 26 days	Unit: worker-days
SL 11.03.02	Skilled development and Technical training for EPWP beneficiary for (.....)	Unit: worker-days
SL 11.04	EMPLOYMENT OF EPWP BENEFICIARY	
SL 11.04.01	Employment of EPWP beneficiary.....(Prov.Sum)/%.Unit: R/ worker-month	
SL 11.04.02	Employment of EPWP beneficiary.....(Prov.Sum)/%.Unit: R/ worker-month	
SL 11.05	PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY	
SL 11.05.01	Supply EPWP designed overalls to EPWP beneficiary	Unit: R
SL 11.05.02	Profit and attendance	Unit: %
SL 11.06	PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY	
SL 11.06.01	Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum).....Unit: R 500-00 /youth worker	Unit: %
SL 11.06.02	Profit and attendance	Unit: %
SL 11.07	APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S	
SL 11.07.01	Appointment of () EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum).....Unit: R / EPWP beneficiary team leader	
SL 11.08	LIAISON WITH SERVICE PROVIDER	Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	BILL NO 2				
1	1	EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY				
1	1	INFRASTRUCTURE PROJECTS				
1	1	PREAMBLES				
1	1	Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1	1	TRAINING OF EPWP BENEFICIARY				
1	1	(TARGET: 10 EPWP BENEFICIARY)				
1	1	Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1	R 2 000,00	
1	1	Penalty due to not meeting the target as in SL 11.01.02	Y/Work			
1	1	TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:				
1	1	Life skills training for 0 days (ref. SL 11.02.01)				
1	1	Travelling (based on 50km/EPWP beneficiary)	km	500		
1	1	Profit and attendance on Items 1, 2 & 3	%			
1	1	EMPLOYMENT OF EPWP BENEFICIARY				
1	1	Employment of EPWP beneficiary (30 youth) [New Office Block]	Item	1		
1	1	The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary	Item	1		
1	6	Employment of EPWP beneficiary(40 youth) [Parking garage]	Item	1		
TOTAL CARRIED TO SUMMARY						

AMOUNT	RATE	QUANTITY	UNIT	
				The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 110/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary Employment of EPWP beneficiary (30 youth) [Conference Centre & Canteen] The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 120/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 100 workers Profit and attendance on Items 5 - 8 (ref. SL 11.05.02) 7,5 % 1 item PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 100 workers Profit and attendance (ref. SL 11.06.02) 11 Profit and attendance on Items 10 & 11 7,5 % 1 item APPOINTMENT OF YOUTH TEAM LEADERS Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07) 12 2 Liaison with Service Provider (ref. SL 11.08) 13 2 Profit and attendance on Items 12 & 13 14 2
FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES				

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)			
Project title:		ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)	
Project Code:		063049	EPWP NO: N/A

Introductory notes:

- The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. 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.
- 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 unauthorised 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.

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C), at NQF outlined in Table 1. (See GUIDELINES FOR THE WORKS PROGRAMME (EPWP) - THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	any one of these 3 unit standards
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPW/P per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive where the head of the household has less than a primary school education;
- a) that have less than one full time person earning an income;
 - b) where subsistence-agriculture is the source of income;
 - c) that who are not in receipt of any social security pension income
 - d) The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) 55% women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions
- 1.2.2 Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2.1 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

- 1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

- 1 Scope
This specification establishes general requirements for activities which are to be executed by hand involving the following:
a) trenches having a depth of less than 1.5 metres
b) storm water drainage
c) low-volume roads and sidewalks
- 2 Precedence
Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.
- 3 Hand excavatable material
Hand excavatable material is material:
a) Granular materials:
i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- b) Cohesive materials:
i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

Table 2: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.

Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.	Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.
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4 Trench excavation
All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

5 Compaction of backfilling to trenches (areas not subject to traffic)
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

a) to 90% Proctor density;
b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

6 Excavation
All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.
The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing
Grass and small bushes shall be cleared by hand.

8 Shaping
All shaping shall be undertaken by hand.

9 Loading
All loading shall be done by hand, regardless of the method of haulage.

10 Haul
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

11 Offloading
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

12 Spreading
All material shall be spread by hand.

13 Compaction
Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

15 Stone pitching and rubble concrete masonry
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

16 Sand and stone
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Manufactured Elements
Grout shall be mixed and placed by hand.
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



(Insert Your Company Logo)

(This shall serve as the cover page on employment contracts for local labour)

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

1. PARTIES

The Parties to this Agreement are -

1.1 Contractor:

herein represented by: _____

duly authorised thereto

And

1.2 Mr / Me: _____

[worker's name]

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

"Agreement"

means the contents of this Agreement.

"Company"

means the company that employs the worker

"Department"

means the Department of Public Works

"Worker"

is a person that performs a specific or necessary task or who completes tasks in a certain way

"EPWP"

The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is binding to both the Worker and the Employer.

4. TERMS AND CONDITIONS

The worker will have no entitlement to the benefits of a full time employee, namely:

- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;

- The worker must meet the standards and requirements of the contractor

- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

5. REMUNERATION

The worker will receive compensation to the amount of R _____ 00 which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

- Work for _____ in terms of the period as specified in the employment agreement contract.
 - Be available for and participate in all learning and work experience required by the company.
 - Comply with workplace policies and procedures.
 - Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
 - Demonstrate willingness to grow and learn through work experience.
- Provide the following documentation to the employer,
- Certified identity document not longer than 3 months
 - ID size photos
 - Sign employment contract

6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

7. DURATION.

This agreement commences on: _____

and

expires on: _____

8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 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.
- 9.1.4 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.

9.2. Special Conditions for Security Guards (Only applicable to security Guards)

- 9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 9.2.2 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.

9.3. 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").

9.4. Work on Sundays and Public Holidays

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

- 9.4.2 Work on Sundays is paid at the ordinary rate of pay.
- 9.4.3 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.
- 9.4.4 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.
- 9.5 Sick leave**
- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 9.5.2 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.
- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.5.8 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.
- 9.5.9 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.
- 9.5.10 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.
- 9.6 Maternity Leave**
- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 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.
- 9.6.5 A worker may begin maternity leave as follows:
- (a) four weeks before the expected date of birth; or
- (b) on an earlier date
- (i) 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
- (ii) if agreed to between employer and worker; or

(c) 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.

9.7. Family responsibility leave

9.7.1 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:

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of

(i) the employee's spouse or life partner;

(iii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consist of at least the following:

(a) the worker's name and position;

(b) copy of an acceptable worker identification

(c) in the case of a task-rated worker the number of tasks completed by the worker;

(d) in the case of a time-rated worker, the time worked by the worker;

(e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

9.9. Payment

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 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.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

- 9.9.7 Payment in cash or by cheque must take place
- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker
- 9.9.8 An employer must give a worker the following information in writing
- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- 9.9.9 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.
- 9.9.10 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.
- 9.10. Inclement weather**
- If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.
- 9.11. Deductions**
- 9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 9.11.3 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 of Law; court order or arbitration
- 9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)
- 9.11.5 An employer may not require or allow a worker to
- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

9.12. Health and Safety

- 9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

- 9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

- 9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

- 9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

- 9.13.4 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.

9.14. Termination

- 9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 9.14.2 A worker will not receive severance pay on termination.
- 9.14.3 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.
- 9.14.4 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.

9.14.5 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.

Notice procedure is as follows:

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

9.15. Certificate of Service

9.15.1 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 Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

Contact No: _____

Date of Employment: _____

To be supervised by: _____

Main Contractor: _____
or Sub Contractor: _____

Category of employment: _____

For Skilled & Semi-skilled state the trade: _____

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: _____

Witness by SGB/CLO: _____

Signature by Witness: _____

Employer Details

Name & Surname: _____

Designation: _____

Contact No: _____

Signature: _____



The Attendance Register for on-site Workers

Reporting month:

Cell No:

First Name:

ZNT 04200 W: DEPARTMENT OF HEALTH, IMPONAMBI, WINDS NO. 003049; SORHULO CLINIC;

PROJECT NAME: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP

COMPLETION CONTRACT FOR WINDS NO. 0730331

Tender No ZNT 04268 W

IDENTITY NUMBER:

Project Code:

063049

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1	MONDAY					
	TUESDAY					
	WEDNESDAY					
	THURSDAY					
	FRIDAY					
WEEK 2	MONDAY					
	TUESDAY					
	WEDNESDAY					
	THURSDAY					
	FRIDAY					
WEEK 3	MONDAY					
	TUESDAY					
	WEDNESDAY					
	THURSDAY					
	FRIDAY					
WEEK 4	MONDAY					
	TUESDAY					
	WEDNESDAY					
	THURSDAY					
	FRIDAY					
WEEK 5	MONDAY					
	TUESDAY					
	WEDNESDAY					
	THURSDAY					
	FRIDAY					
Total Days worked						

BUSINESS PLAN

Reference No	
Profile ID	
Project Name	
Project Details	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
Project Location	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
Public Body Details	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
EPWP Details	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
Budget Amount	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	

Wages	
UIF	
COIDA	
Training	
Administration	
Equipment and materials	
Other	
Describe other	
Outputs and Training	
Output	
Description	
Target Quantity	
Number of persons to be trained	
Contact person	
Title	
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	

KZN PUBLIC WORKS

Monthly Data collection for LOCAL Labour



Name of Contractor: _____

Project Code: **063049**

Name of Project: _____

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP**

Reporting month: _____

Beneficiary Details																									
No	First Name	Initial	Surname	ID number										D.O.B	Gender F/M	Disability Y/N	Start Date on the current month	End Date on the current month	Total days worked	Job description	Registered on UIF (Y/N)	Registered with COIDA (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language 1
1																									
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									

Education Levels – use the codes (1,2,3) on the excel spreadsheet	
0	(1) Unknown
0	(2) No Schooling
	(3) Grade 1-3 (Sub A – Std 1)
	(4) Grade 4 (Std 2) ABET 1
	(5) Grade 5-6 (Std 3-4) ABET 2
	(6) Grade 7-8 (Std 5-6) ABET 3
	(7) Grade 9 (Std 7) ABET 4
	(8) Grade 10-11 (Std 8-9)
	(9) Grade 1
	(10) Post M

Contact no: _____

Contact no: _____

Project location (Ward No.): _____

Page 3 of 4

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KZN PUBLIC WORKS



Worker payment capture form for LOCAL Labour

Name of Contractor: _____

Project Code: **063049**

Name of Project: **ZNT 04268 W: DEPARTMENT OF HEALTH:**

**MBONAMBI: WIMS NO. 063049: SOKHULU
CLINIC: PROVISION OF A BOREHOLE AND
WATER STORAGE TANK WITH BOOSTER**

Reporting month: _____

Payment Upload										
No.	First Name	Initials	Surname	Identity No.	D.O.B	Job Description	Daily Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Contractor sign: _____
Designation: _____
Date: _____
Contact no: _____

DPW Official/Consultant sign: _____
Designation: _____
Date: _____
Contact no: _____

EPWP Official sign: _____
Designation: _____
Date: _____
Contact no: _____

Name of Contractor:
Name of Project:

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS
NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE
AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Code:

063049

Reporting month:

Training														
No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA	Start date on current month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per trainee	Is training complete or on - going	Name of Training Provider
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Contractor sign: _____

DPW Official/Consultant sign: _____

EPWP Official sign: _____

Designation: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Date: _____

Contact no: _____

Contact no: _____

Contact no: _____

Please do a print preview
before printing.

Location	
Locality Name	Holinyoka
Municipality	Umhlatuza
Subplace	Sokhulu
Ward	5
Government Facility	Clinic
Latitude	28,45 11.6 S
Longitude	31,53 36.6 E
Physical Address/Location	Mbonambi