

PART ---

HEALTH AND SAFETY

SPECIFICATION

FOR

YEAR TENDER

AND

MAINTENANCE/SERVICE

CONTRACTS

AUGUST 2005

1 INTRODUCTION AND BACKGROUND

- 1.1 Background to the Health and Safety Specification
- 1.2 Purpose of the Health and Safety Specification
- 1.3 Implementation of the Health and Safety Specification

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

2.2 INTERPRETATION

2.2.1 Application

2.2.2 Definitions

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS

- 2.3.1 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
- 2.3.2 Health and Safety file
- 2.3.3 Initial hazard identification and Risk assessment
- 2.3.4 Health and safety training
- 2.3.5 General record keeping
- 2.3.6 Emergency procedures
- 2.3.7 First Aid box and first Aid equipment
- 2.3.8 Accident / incident reporting and investigation
- 2.3.9 Personal protection equipment and clothing
- 2.3.10 Non-conformance and failure to follow health and Safety measures
- 2.3.11 Contractors

2.4 REQUIREMENTS

- 2.4.1 Hazardous chemical substances (HCS)
- 2.4.2 Fire Extinguishers and Fire fighting equipment
- 2.4.3 Scaffolding / working on heights
- 2.4.4 Ladders and ladder work

- 2.4.5 Portable electrical tools
- 2.4.6 Asbestos work
- 2.5 ELECTRICAL INSTALLATIONS
- 2.6 SUB STATIONS
- 2.7 OCCUPATIONAL HEALTH
 - 2.7.1 Occupational hygiene
 - 2.7.2 Alcohol and other drugs

3 Annexure A

Task completion form

4 Annexure B

Other requirements must be reported to DPW

5 Annexure C

Requirements to be reported on

6 Annexure D

Initial hazard identification and risk assessment as well as control measures

7 Annexure E

Acknowledgement of receipt

1 INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification:

The Construction Regulations in the Occupational Health and Safety Act and regulations 85 of 1993 place the onus on the Client to prepare a health and safety specification for all construction work.

1.2 Purpose of the Health and Safety Specification:

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Construction Regulations in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase health and safety plan.

1.3 Implementation of the Health and Safety Specification:

This specification forms an integral part of the contract and the Contractor is required to use it at pre-tender phase when drawing up its Year Tender/maintenance/service contract health and safety plan. Where applicable the Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE:

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders/maintenance/service contracts.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 INTERPRETATIONS:

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as set out previously.

2.2.2 Definitions

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Construction Regulation shall apply.

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:

2.3.1 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) (Registration with Workmen's Compensation)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. This certified proof of registration to be submitted with the tender document. Contractors shall submit proof of registration to the Principal Contractor. **No contractor will commence work on any site unless proof of the above is received.**

2.3.2 Health and Safety File

The Principal Contractor and all Contractors shall have a health and safety file available at his premises, containing all health related information. The Health and Safety file must be handed to DPW at completion of the project.

2.3.3 Initial Hazard Identification and Risk Assessment

An initial hazard identification and basic risk assessment is attached for perusal by the principal Contractor (Annexure D). These hazards and the consequential risks must be addressed in the Construction-phase health and safety plan to be submitted by the Principal Contractor and by other Contractors. The Principal Contractor must include a comprehensive risk assessment document compiled by a competent person, detailing all potential site-specific risks. Contractors shall do the same for their scope of work.

2.3.4 Health and Safety Training

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. In this case, the induction must include the transportation risks. A record of induction training attendance shall be kept in the health and safety file.

2.3.5 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Specification document, the OHS Act 85 /1993, and Construction Regulations. The Contractor shall ensure that all records of incidents / injuries, training, inspections, audits, etc. are kept in a health and safety file available on request.

2.3.6 Emergency Procedures

The Principal Contractor shall acquaint himself with the client's emergency/evacuation procedure and adhere to all such procedures. All workmen shall be in possession of emergency telephone numbers and be capable / trained to handle injuries, incidents, fire, and major incidents.

2.3.7 First Aid Box and First Aid Equipment

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out. The stock shall be risk-specific and have at least the

minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 of 1993).

2.3.8 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid, medical, disabling, fatal. The Principal contractor must stipulate how it will handle each of these categories. When reporting injuries to DPW, these categories shall be used.

All injuries must be investigated by the Principal Contractor, with a report being forwarded to the DPW forthwith.

2.3.9 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers wear PPE. Task-specific PPE shall be identified during the risk assessment. See attached "initial hazard identification and risk assessment" (Annexure D) for minimum requirements.

2.3.10 Non-conformance and failure to follow health and safety measures

Any non-conformance by an employee shall be dealt with by means of an internal disciplinary procedure. All such non-conformances must be documented and reported to the DPW.

2.3.11 Contractors (sub-contractors)

The Principal Contractor shall ensure the all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "sub-contractors", shall mutatis mutandis ensure compliance. Contractors are Employers in their own right and must comply with all requirements including but not limited to preparing a site-specific health and safety plan, opening and maintaining a health and safety file, training their workers, appointing competent supervisors, etc.

2.4 REQUIREMENTS:

2.4.1 Hazardous Chemical Substances (HCS)

Any hazardous chemical substances not able to be substituted must be safely transported. All workers must be inducted into the hazards, the consequences and control measures required to protect themselves against exposure. A list of these substances must be included in the health and safety file and updated as the site progresses. Material safety data sheets (MSDS) must be included by the supplier, however, it remains the Principal Contractor's responsibility to ensure that these MSDS's are available and in the file. All containers shall be clearly labelled, including dangers, control measures and emergency procedures.

No Hazardous chemicals substances, empty containers, may be left or disposed of on the Departments sites.

2.4.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall carry at least one 9kg Co² and one 9kg DCP extinguisher on his service vehicle.

2.4.3 Scaffolding / Working at Heights including roof Work

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations before this work is undertaken.

2.4.4 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected regularly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

2.4.5 Portable Electrical Tools

The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks are to be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment.

2.4.6 Asbestos Work

The maintenance of asbestos roof sheeting must be conducted under controlled conditions as specified in the Asbestos Regulations (no. R155, 2002).

A written safe work procedure is drawn up by the Principal Contractor or other asbestos contractor and submitted to an AIA for approval, before any work commences the Department of Labour must be informed and all asbestos work must be carried out by a registered asbestos contractor. The safe work procedure shall include but not be limited to:

The provision of safe access while working on roofs i.e. Duck boards and roof ladders;
The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres.

The control of contaminated water, i.e. suitable filtration method to be used;

The prevention of dry cutting or drilling, a suitable wet method must be used;

The prevention of dry brushing of asbestos products;

The safe disposal of asbestos waste including contaminated water.

The prevention of high pressure water jetting unless a specialised control system is used;

The specification of fungicides and moss killer, including any related chemical hazards.

Acceptance of the safe work procedure will then be issued to the Principal Contractor before asbestos work may proceed. The Principal Contractor shall ensure that asbestos work complies with the Asbestos Regulations and the accepted safe work procedure, which shall include a full risk assessment of the related risks.

Copies of all certificates received by the contractor for safe disposal of asbestos must be handed to the Department.

2.5 ELECTRICAL INSTALLATIONS

Only licensed electrician's persons will be permitted to carry out electrical work.

2.6 SUB – STATIONS

Persons such as painters, carpenters etc. that have to carry out work in a sub – station shall do so under supervision of an authorised person as required by the notice in regulation 4 (a) of the electrical machinery regulations which states " No unauthorised entry ".

2.7 OCCUPATIONAL HEALTH

2.7.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors are to ensure that proper health and hygiene measure are put in place to prevent exposure to these hazards and risks. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure D e.g. asbestos, cement dust, wet cement, vibration, and noise.

2.7.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE A

The Principal Contractor and Contractors must submit their compliance with annexure A together with their construction-phase H&S plan.

HSS Item No	Requirement	OHS Act Requirement	Submission Date
2.3.1	Assignment of Responsible Persons to Supervise Construction work	OHS act (section 16.2) & Construction Reg. 6	Before commencement on site
2.3.2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg. 6	Together with H&S plan
2.3.3	Compensation of Occupational injuries and Diseases – proof of registration	COIDA	Together with H&S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.6	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with H&S plan
2.3.7	Health and Safety Representatives	OHS Act	Submit as soon as there are more than 20 employees on site

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the Health and Safety Specification: (further appointments could become necessary as the project progresses)

Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any health and safety related appointments as determined by its risk assessments.

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend to fall protection plan
First Aider	GSR 3	A qualified person to address all on site first aid cases
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding
Ladder inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record
Electrical installations Competent person	CR 22 (d)	A competent person to control all electrical installations

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements:
Report on these to DPW and place a copy on the Health and Safety file monthly.

What	When	Output	Accepted by Client with date
Health and Safety Plan	Before site hand over	Principal Contractor to report on status of Contractor's health & safety plans	
Health and Safety File	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Induction training	Every worker before he/she starts work	Attendance registers. Signed by everybody who received induction training.	
Awareness Training (Tool Box Talks)	Every 2 nd weekly	Attendance registers	
Health & Safety Meetings	Monthly	Meeting minutes	
Health & Safety Reports	Monthly	Report covering: - Incidents/accidents and investigations; - non conformances by employees & contractors; - Internal & External H&S audit reports	
Emergency procedures	Weekly evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and daily	OHS Act compliance: Registers - Scaffolding; - Temporary electrical installations	

Annexure C continued

General Inspections	Monthly	• Fire fighting equipment • Portable electrical equipment • Ladders	
Complaints book	Update when necessary	Table any complaints and incidents at meetings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Update monthly	Table a list of Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update monthly	Table a report all signed up Mandatories	

ANNEXURE D
INITIAL HAZARD IDENTIFICATION AND RISK ASSESSMENT AS WELL AS SUGGESTED CONTROL MEASURES PRE-CONSTRUCTION
HEALTH & SAFETY SPECIFICATION
YEAR TENDERS

HAZARD ID	RISK RATING	PPE	DOCUMENTATION	OTHER
1. site access ways	M	Safe footwear; hard hats	Comply with client's access/security/evacuation procedures	Safe clear access routes
2. heat stress	H		First aid and medical treatment to be recorded	Potable water to be provided to workers; suitable sun screen to be used to protect skin against the sun.
3. ladders	H	Safe footwear; hard hats	Inspection of ladders at least monthly	Correct height; secured; safe angle.
4. scaffolding	H	Safe footwear; hard hats; fall prevention devices where applicable	Toolbox talks -- those working on scaffolds; safe method of erection drawn up; inspect prior to use and weekly thereafter as well as after bad weather.	Competent scaffolder, supervisor & inspector; safe access; safe platforms with guardrails & toe boards; secured; level & plumb.
5. noise	M	Hearing protection	Keep record of issue & return; toolbox talk on use	Enforce with tools emitting noise over 85 dB.
6. dust /cement	M	Dust masks	Keep record of issue & return; toolbox talk on use	When wood dust could be inhaled; working with dry cement products.
7. elevated work/ roof work	H	Hard hat, adequate footwear, fall prevention devices	Fall protection plan -- documented; trained workers.	Duck boards and roof ladders to be used; safe access to be provided.
8. electrical installation	H	Hard hat and adequate protective clothing and footwear	Copies of C.O.C Certificates and test results to be filed in safety file and original to P.M	All the above if work is involved in the above situations.
9. excavations	H	Hard hat, safe footwear and protective clothing	Inspections daily and after rains	Use of shoring/bracing and safe exit and entry
10. Hoist/cherry picker	H	All inspections as required by the Act plus the necessary certificates/registers must be in place	Check wind forces, check movement in and around power lines and check free space	

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

ANNEXURE E

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

Acknowledgement of receipt of the Health & Safety Specification document (pg 1-14):

I _____ representing

_____ Principal Contractor/Contractor/Employer

have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

TOTAL COST FOR HEALTH AND SAFETY

R -----

END OF PART -----

TOTAL COST FOR COMPLIANCE WITH HEALTH AND SAFETY SPECIFICATION TO BE CARRIED FORWARD TO SUMMURY PAGE.



EXPANDED PUBLIC WORKS SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled:-

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. Project Steering Committee
4. Community Liaison Officer
5. Sub-contracting
6. DPW Projects Branding

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	TRAINING OF YOUTH PARTICIPANTS
SL 07	YOUTH PARTICIPANTS SELECTION CRITERIA
SL 08	PROVINSIONAL RATES OF PAY
SL 09	PAYMENT OF TRAINING ON YOUTH PARTICIPANTS
SL 10	PAYMENT DEDUCTIONS
SL 11	PROFIT AND ATTENDANCE
SL 12	PAYMENT OF TRAINING OFF AND ON-SITE
SL 13	EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPENDS
SL 14	PROVISION OF EPWP DESIGNED SAFETY CLOTHING
SL 15	PROVISION OF SMALL TOOLS
SL 16	APPOINTMENT OF YOUTH PROJECT COORDINATOR/S
SL 17	LIAISON WITH SERVICE PROVIDER/S
SL 18	LOGISTICS FOR EXIT WORKSHOPS
SL 19	EPWP REPORTING SYSTEM REQUIREMENTS
SL 20	PROJECT STEERING COMMITTEE (CLO)
SL 21	COMMUNITY LIAISON OFFICER (CLO)
SL 22	CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR
SL 23	CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES: NATIONAL YOUTH SERVICE
SL 24	CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES: WORK OPPORTUNITIES
SL 25	PROJECT BRANDING

SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work that will be done on this project.

The training of the youth employed will have to be conducted by an accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have at all times provide the Contractor with an update on youth training each have received.

The Contractor will be required in both training and on site exposure to employ all of the youth for a minimum period of 9 months. Furthermore the Contractor will be required to avail services of an adequately qualified foreman/ supervisor specifically for EPWP NYS youth Participants to act as their construction mentor for the duration of on site training. The contractor may not be required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

SL 02. TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- 02.01.01** **"SPWP"** – The Code of Good Practice for Special 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 Participants on these projects are entitled to formal training, which will be provided by an accredited training provider/s appointed (and funded) by the Department of Public Works through contracted Contractor. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- 02.01.02** **"EPWP"** – Expanded Public Works Programme, a National Programme of South Africa Government, approved by Cabinet.
- 02.01.03** **"NYS"** – National Youth Service means a structured skills development programme aimed to capacitate youth.

SL 02.02 DEFINITIONS

- 02.02.1** **"Employer"** – means any Department employing Participants to work in elementary occupations on a SPWP;
- 02.02.2** **"Client"** – means the Department of Public Works.
- 02.02.3** **"Participants"** – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.
- 02.02.4** **"department"** – means any department of the State, implementing agent or contractor;
- 02.02.5** **"elementary occupation"** – means any occupation involving unskilled or semi-skilled work;
- 02.02.6** **"management"** – means any person employed by a department or implementing agency to administer or execute a SPWP;
- 02.02.7** **"task"** – means a fixed quantity of work;
- 02.02.8** **"task-based work"** – means work in which a Participant is paid a fixed rate for performing a task;
- 02.02.9** **"task-rated Participant"** – means a Participant paid on the basis of the number of tasks completed;
- 02.02.10** **"time-rated Participant"** – means a Participant paid on the basis of the length of time worked
- 02.02.11** **"Service Provider"** – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

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, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for 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. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled Participants undertake

SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 TERMS OF WORK

- 04.01.01** Participants on a SPWP are employed on a temporary basis.
- 04.01.02** A Participant may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 04.01.03** Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.02 NORMAL HOURS OF WORK

- 04.02.01** An employer may not set tasks or hours of work that require a Participant 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.
- 04.02.02** An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.
- 04.02.03** A task-rated Participant 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.
- 04.02.04** 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 Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.03 MEAL BREAKS

- 04.03.01** A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 04.03.02** An employer and Participant may agree on longer meal breaks.
- 04.03.03** A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another

Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.

- 04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid on the basis of time worked must be paid if the Participant is required to work or to be available for work during the meal break.

SL 04.04 DAILY REST PERIOD

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

SL 04.05 WEEKLY REST PERIOD

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

SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- 04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.
- 04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.
- 04.06.03 A task-rated Participant who works on a public holiday must be paid –
- (i) the Participants daily task rate, if the Participant works for less than four hours;
 - (ii) double the Participants daily task rate, if the Participant works for more than four hours.
- 04.06.04 A time-rated Participant who works on a public holiday must be paid –
- (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday;
 - (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

SL 04.07 SICK LEAVE

- 04.07.01 Only Participants who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 04.07.02 A Participant 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 Participant has worked in terms of a contract.
- 04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.
- 04.07.04 Accumulated sick-leave may not be transferred from one contract to another contract.
- 04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.
- 04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.
- 04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.
- 04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant 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.
- 04.07.09 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.
- 04.07.10 A Participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.08 MATERNITY LEAVE

- 04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.
- 04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.
- 04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant 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.
- (i) A Participant may begin maternity leave:–
 - 1. four weeks before the expected date of birth; or on an earlier date;
 - 2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
 - 3. if agreed to between employer and Participant; or
 - 4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.
- 04.08.05 A Participant 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.
- 04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.09	<u>FAMILY RESPONSIBILITY LEAVE</u>
04.09.01	Participants, 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; iii. 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 04.10	<u>STATEMENT OF CONDITIONS</u>
04.10.01	An employer must give a Participant a statement containing the following details at the start of employment:- i. the employer's name and address and the name of the SPWP; ii. the tasks or job that the Participant is to perform; iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract; iv. the Participants rate of pay and how this is to be calculated; v. the training that the Participant may be entitled to receive during the SPWP.
04.10.02	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
04.10.03	An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.
04.10.04	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 04.11	<u>KEEPING RECORDS</u>
04.11.01	Every employer must keep a written record of at least the following – i. The Participant/s employment contract; ii. Payments (proof of payments) made to each Participant. iii. Certified copy of an Identity Document iv. Signed monthly attendance registers v. in the case of a task-rated Participant, the number of tasks completed by the Participant; vi. in the case of a time-rated Participant, the time worked by the Participant;
04.11.02	The employer must keep this record for a period of at least three years after the completion of the SPWP.
SL 04.12	<u>PAYMENT</u>
04.12.01	The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
04.12.02	Payment must be made through electronic fund transfer (EFT) into Participant bank account.
04.12.03	An employer must give a Participant the following information in writing – i. the period for which payment is made; ii. the number of tasks completed or hours worked; iii. the Participants earnings; iv. any money deducted from the payment; v. the actual amount paid to the Participant.
04.12.04	After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
04.12.05	If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.
SL 04.13	<u>DEDUCTIONS</u>
04.13.01	An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.
04.13.02	An employer who deducts money from a Participants 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.
04.13.03	An employer may not require or allow a Participant to:- i. repay any payment except an overpayment previously made by the employer by mistake; ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;
SL 04.14	<u>HEALTH AND SAFETY</u>

- 04.14.01 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 in accordance to Occupational Safety and Health Act no 85 of 1993
- 04.14.02 A Participant 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; in accordance to Occupational Safety and health Act no 85 of 1993
 - iii. use any personal protective equipment or clothing issued by the employer;
 - iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 04.14.03 Employers must conduct occupational medical examinational fitness test.

SL 04.15 COMPENSATION FOR INJURIES AND DISEASES

- 04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.
- 04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.
- 04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.
- 04.15.05 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 04.16 TERMINATION

- 04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.
- 04.16.02 A Participant will not receive severance pay on termination.
- 04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 04.16.04 A Participant 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 Participant may be re-engaged if a position becomes available for the balance of the 24-month period.
- 04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.17 CERTIFICATE OF SERVICE

- 04.17.01 On termination of employment, a Participant is entitled to a certificate stating:–
- i. the Participants full name;
 - ii. the name and address of the employer;
 - iii. the SPWP on which the Participant worked;
 - iv. the work performed by the Participant;
 - v. any training received by the Participant as part of the SPWP;
 - vi. the period for which the Participant worked on the SPWP;
 - vii. any other information agreed on by the employer and Participant.

SL 05. 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 Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- 05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, 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);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants 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;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.

- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

SL 06. TRAINING OF YOUTH PARTICIPANTS

SL 06.01 PREAMBLE

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:-

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

SL 07. YOUTH PARTICIPANTS SELECTION CRITERIA

The youth Participants 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-NYS.

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.

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 80% of persons working on a programme not being from local communities.

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.

07.01 The proposed targets as set out in sub clauses should accommodate:-

- (i) 100% youth from 18 to 35 years of age;
- (ii) 60% women;
- (iii) 2% disabled.

SL 08. PROVINSIONAL RATES OF PAY

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to a productive days work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that particular day work will be at a contractors cost remunerated within the required Building Industrial Councils rate of pay.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)

09.01.01 Orientation and Life Skills

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills 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 Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

09.01.02 TECHNICAL SKILLS TRAINING

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities elsewhere and or as semi-skilled labourers. Such training will comprise of an off-site theoretical and simulation theory regarded herein as component 1 that will be undertaken by accredited private and or public training institution. The training undertaken through public training institution will provide youth only with fees for once-off per subject level payment and stipends payments.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure on those learner ear-marked to return to site. The programme will consist of this on-site practical work regarded herein as component 2 under the supervision of the employer for the ear-marked youth. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants shall provide youth Participants with on and or off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP-NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR/S

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed by EPWP-NYS Office and will act as Participant Liaison Officer to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to reside within DPWI Offices in order to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site of Youth by Contractors.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LIAISON WITH SERVICE PROVIDER

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training. The cost to be claimed under tendered rate should be supported by meeting agenda/s and resolutions and or meeting minutes.

SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue, hiring requirements and decoration and entertainment items, etc.

SL 019. EPWP REPORTING SYSTEM REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

- SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP participants.
- SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.
- SL 019.06** The reported information must be accompanied by:-
 - 1. Copies of ID (once off) when participants contracted,
 - 2. Beneficiary Contract of Employment (once off),
 - 3. Attendance registers (monthly) and
 - 4. Proof of Payment (monthly)
- SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

SL 020. PROJECT STEERING COMMITTEE (PSC)

Each project shall have a Project Steering Committee (PSC) that shall consist of the following stakeholders:

- Department of National Public Works representative.
- Municipal representative.
- Community representatives.
- Client department representative.
- Main Contractor.

SL 020.01 Operating Procedures

The PSC shall oversee the following

- (a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work. The Intermediary guidelines will also be adhered to e.g. procurement policies.
- (b) The meetings will be scheduled, and will be held on agreed dates and times.
- (c) That targets set in terms of work opportunities are met.
- (d) That local labour is recruited according to agreed procedures and processes
- (e) Manage EPWP participant grievances.
- (f) Responsible for communication with local EPWP participants.

SL 020.02 Secretariat

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC.

SL 20.03 PSC Meetings

The PSC shall meet once a month prior to the site meetings and report the resolutions at the Site Meeting.

SL 20.04 Funding of PSC

The activities of the PSC will be voluntary and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

SL 021. COMMUNITY LIAISON OFFICER (CLO)

SL 021.01 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 a project.

SL 21.02 A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a 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.

SL 21.03 The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

SL 21.04 Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

- a) 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,
- b) Assisting in the procurement of materials from local resources, as required by the contractor,
- c) 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.
- d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
- e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
- f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.
- g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications.
- h) 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.
- i) 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.
- j) 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.

SL 022. CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR

The participants 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 023. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES: NATIONAL YOUTH SERVICE

EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS; NATIONAL YOUTH SERVICE (NYS).

The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities.

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them elsewhere through accredited private or public institutions, all as per the aforementioned specification and as measured in these bills of quantities.

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers.

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers.

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

SL 024. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLAUSES: WORK OPPORTUNITIES
IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP): WORK OPPORTUNITIES

The Contractor shall comply with all the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the guidelines for the implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

EPWP - EMPLOYMENT AGREEMENT

[Example]

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Address:

ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP project. During this contract you will undertake various tasks.
2. This contract must be in conjunction with the standard terms and conditions of employment applicable to a EPWP, a copy of which is attached.
3. The project where you will be employed is located at
4. The contract will start on
and end on.....
5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 6 months and the contract may be terminated for one of the following reasons:
 - (a) Funding for the programme in your areas comes to an end.
 - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c) If you breach any of the terms and conditions of this contract.
6. Disciplinary:
You will be employed as a general labourer within the EPWP team.
7. While you are working you will report to

8. Payment

You will be paid a fixed amount of R for abasis.

9. The contractor shall not be required to provide to local participants:

- holiday, leave, sick or severance pay;
- a pension or similar scheme;
- a medical aid or similar scheme.

10. Signatures

Signed on this day of 20.....

Contractor:

Date:

Worker:

Date:

Witness:

Date:

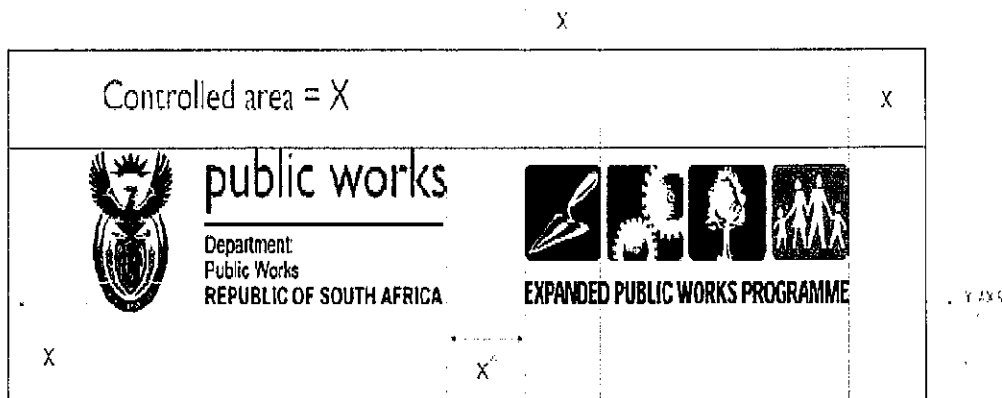
SL 025. ANNEXURE A.1 – EPWP BRANDING REQUIREMENTS

(Please note that the new Public Works and Infrastructure logo should be used instead of the Public Works Logo)

The EPWP identity construction

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.

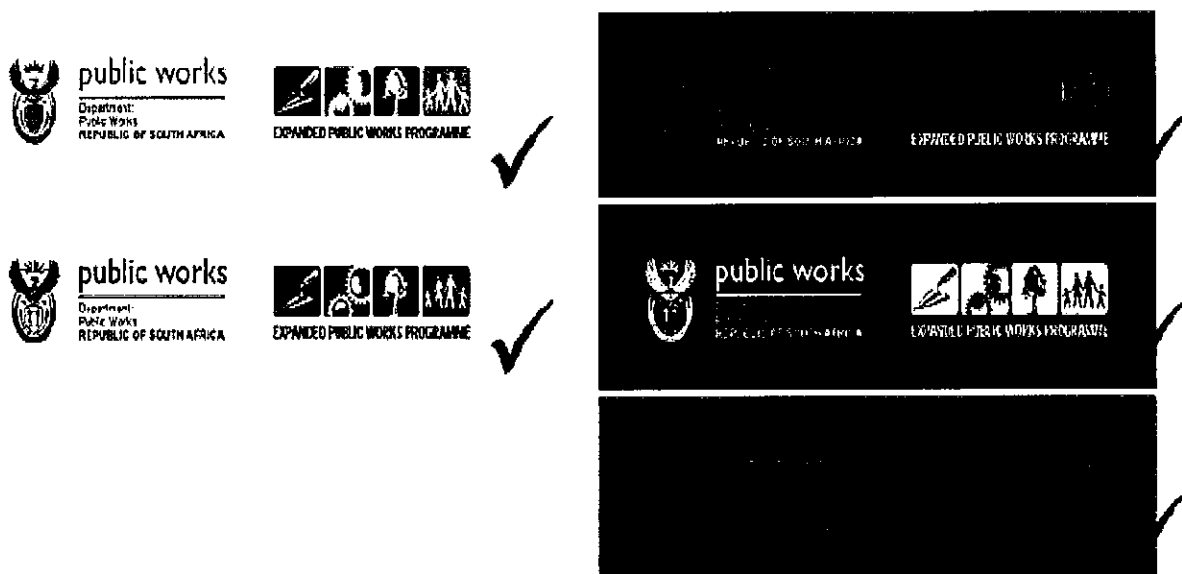
HORIZONTAL RELATIONSHIP



In the horizontal relationship the DPW logo always appears on the left and EPWP logo on right.

* NOTE The space between the public works logo and EPWP logo may increase but never decrease less than X width. The logos must always bottom align with Y axis.

The EPWP identity - Acceptable colour application



The EPWP identity - Typography

The fonts chosen for the EPWP identity is Gill Sans and Arial. The following versions of the Gill Sans and Arial family can be used.

Primary descriptor: Gill Sans Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 *&!@

Secondary typography: Arial Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 *&!@

Primary descriptor: Gill Sans Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 *&!@

Secondary descriptor (EPWP): Arial Narrow

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 *&!@

Secondary typography: Arial Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 *&!@

The EPWP identity - Colour palette

The Primary colour palette for the EPWP identity is Black and Yellow.

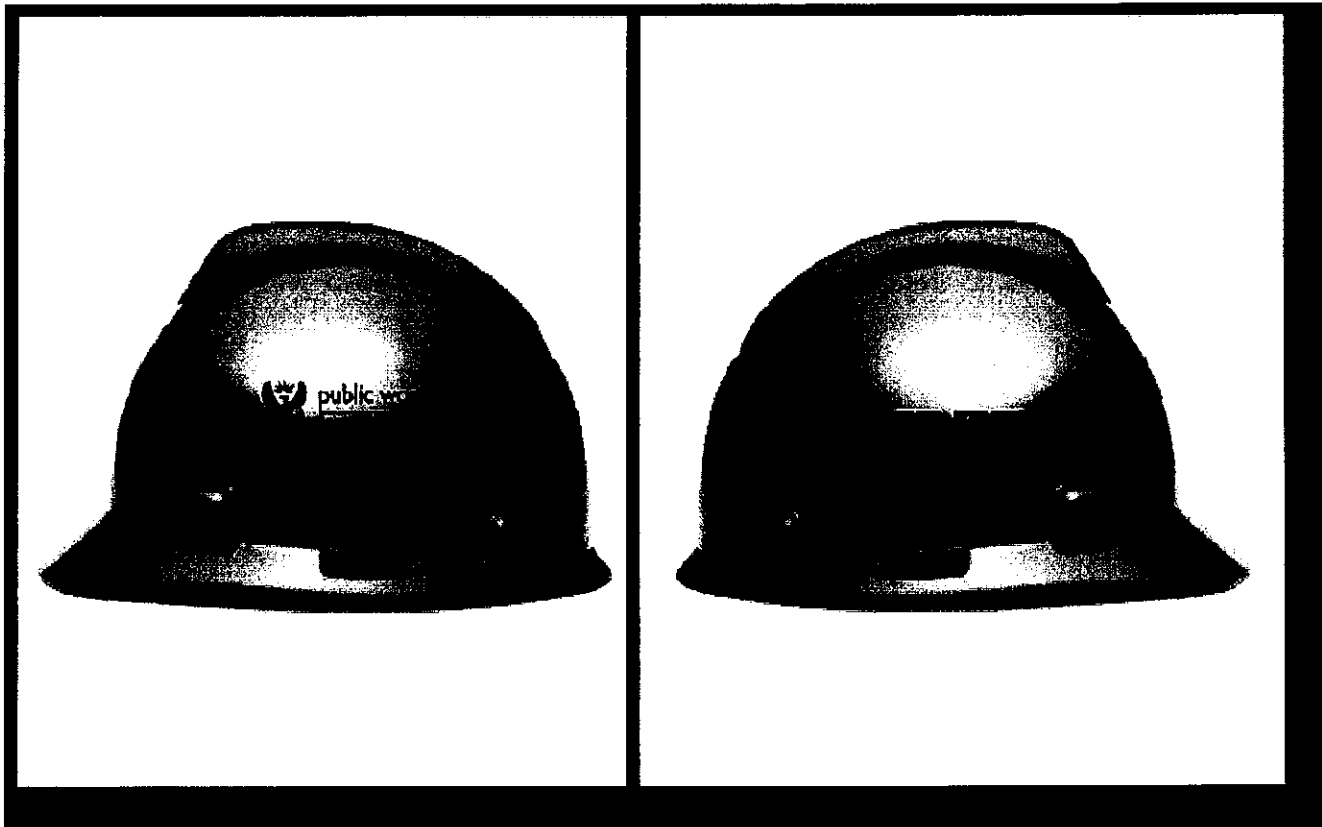
The Secondary colour palette appear in the logo and is an integral part of the EPWP identity.

PRIMARY COLOUR PALETTE



SECONDARY COLOUR PALETTE





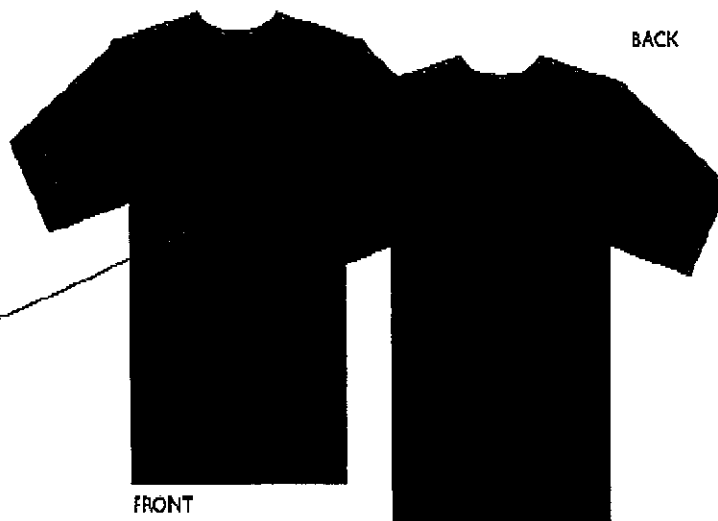
The EPWP co-branding in promotional material

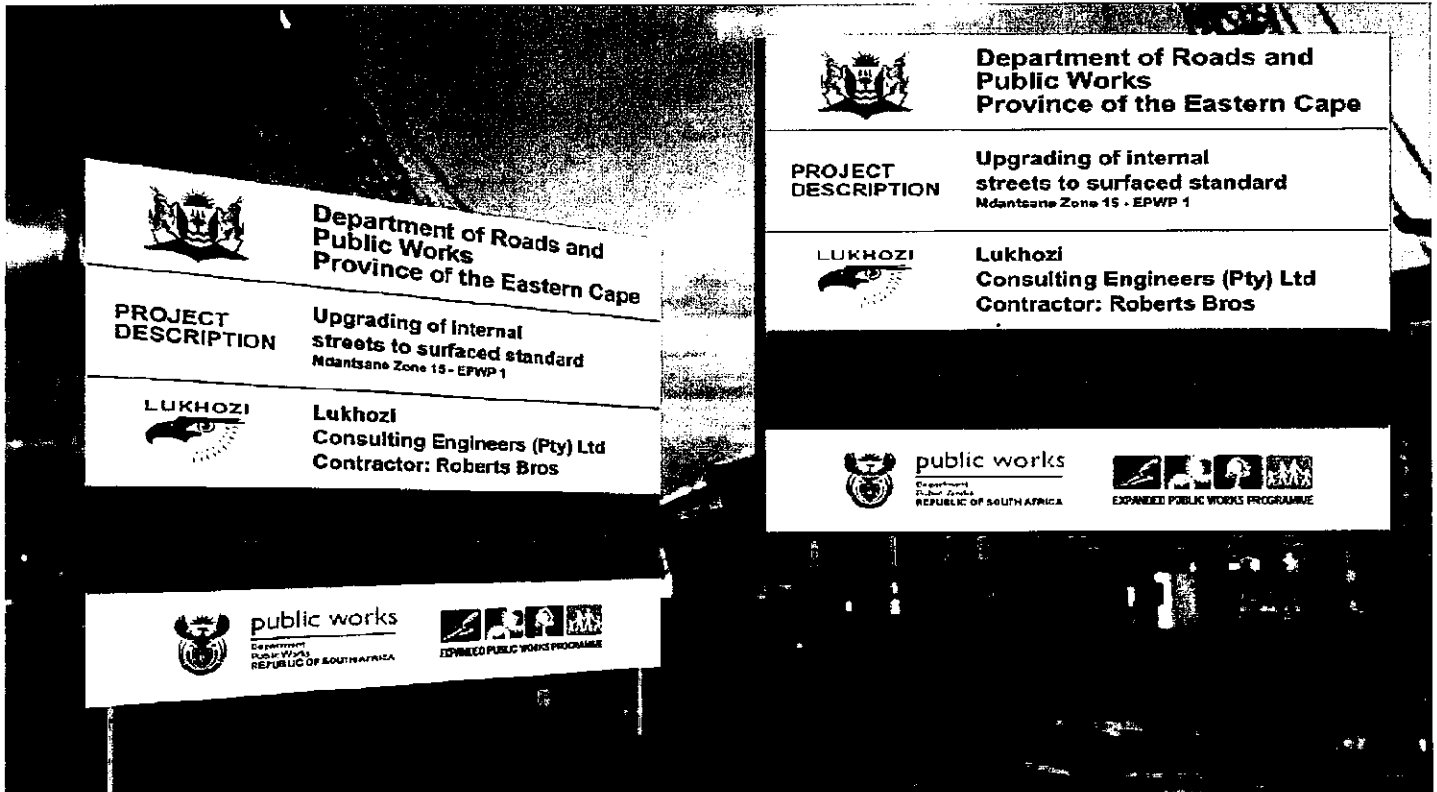
The Expanded Public Works Programme corporate identity is likely to be applied in conjunction with many other role players. When using the horizontal version of the EPWP identity the following scenarios applies.

National branding scenario

The EPWP master brand logo is applied to the front, with the sector indicated on the back. The project identity is always applied to the left sleeve.

Master Brand logo version





ANNEXURE B.1 – EPWP BENEFICIARY REPORTING TEMPLATE
ANNEXURE B.2 – EPWP PROGRESS DATA REPORT TEMPLATE

BENEFICIARY INFORMATION
PLEASE PROVIDE BENEFICIARY INFORMATION ON THIS SHEET

									JULY			
First name	Initials	Last name	ID Number	DOB	Gender	Marital status	Education level	Start date	Number of labour days for July	Daily task rate for July	Total wages paid July	Total number of training days July
				dd/mm/yyyy	M or F	Y or N	See codes at bottom of list	dd/mm/yyyy			DO NOT ENTER DATA IN THIS COLUMN	
TOTALS (DO NOT ENTER DATA IN THIS LINE)									0			0

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

PROGRESS REPORT DATA

	2011					
	TOTAL up to JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Financial Report						
Expenditure (Total monthly for Project)						
EPWP Certified Contractors						
Number of contractors						
Amount Spent (by Contractor)						
SMME Contractors						
Number of contractors						
Amount Spent						
Milestones	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.					
Project approved						
Consultant appointed						
Detailed Design specifications approved						
Tender report approved						
Construction started						
Implementation complete						
Actual Outputs						
Type of output						
Quantity achieved						
Date achieved						

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**NOTICE 363 OF 2020**

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www.gpwonline.co.za**Construction Industry Development Board****Standard for Developing Skills through
Infrastructure Contracts****July 2020**

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part- or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard.

Ms Nonkululeko Sindane

Chairperson: Construction Industry Development Board

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public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA



**higher education
& training**
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**economic
development**
Economic Development Department
REPUBLIC OF SOUTH AFRICA

Standard for developing skills through infrastructure contracts

(July 2020)

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Version	Date	Comments
1.0	08 August 2013	
2.0	03 July 2020	

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

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Introduction	1
1 Scope	1
2 Terms and definitions	1
3 Requirements	7
3.1 Contract skills development goal (CSDG)	7
3.2 Achieving the contract skills development goal (CSDG)	8
3.3 Contract skills development goal credits	8
3.4 Denial of credits	10
4 Compliance with requirements	11
4.1 General	11
4.2 Structured workplace learning opportunities for learners	12
4.3 Structured workplace learning for candidates	13
5 Records	15
6 Sanctions	15
Annex A: Incorporating this standard in a procurement document	16
A1 General	16
A2 Sanctions	16
Annex B: Role and Function of Skills Development Agency	17
B1 Career Management and Compliance Reporting	17
B2 Employment Intermediary	17

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

INTRODUCTION

Procurement may be defined as *the process which creates, manages and fulfils contracts*. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement, because of its nature and size, can have a significant impact on social and economic development if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, services, design and build or engineering and construction works contracts associated with such expenditure. This standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goal and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to a contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and a contract amount exceeding:

- a) R5 million in the case of a professional service or service contract or an order issued in terms of such a contract; or
- b) R60 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

Standard for developing skills through infrastructure contracts

1 SCOPE

This standard establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework; or
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or
- c) a national diploma registered on the National Qualification Framework; or
- d) registration in a professional category by a statutory council listed in Table 1.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, engineering and construction works, or design and build contracts or an order associated with such a contract.

This standard sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 TERMS AND DEFINITIONS

For the purposes of this document, the following terms and definitions apply:

2.1 allowance amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
 - c) provision for price adjustment for inflation; or
 - d) other budgetary provisions intended to cover the employer's contractual risks
- 2.2 artisan** a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)
- 2.3 black people** a generic term which means Africans, Coloureds and Indians or Chinese and who are a citizen of the Republic of South Africa:
- a) by birth or descent; or
 - b) naturalisation occurring before the commencement date of the Constitution of the Republic of South Africa Act, Act No. 200 of 1993 or occurring after the commencement date of such Act, but who, without the Apartheid policy would have qualified for naturalisation before then
- 2.4 candidate** a person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1
- 2.5 cidb** Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)
- 2.6 class of construction works** the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)
- 2.7 contract amount** financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses
- 2.8 contract skills development credits** the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period
- 2.9 contract skills development goal (CSDG)** the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:
- a) completion in the case of a professional service contract;

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- b) the end of the service period in the case of a service contract; and
 - c) practical completion in the case of an engineering and construction works contract
- 2.10 contractor** person or organization that contracts to provide professional services, services, goods and related services, or engineering and construction works
- 2.11 design and build contract** engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor
- 2.12 employed learner** a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner albeit that their employer will remain unchanged.
- 2.13 Employer** person or organization entering into a contract with the contractor for the provision of professional services, services, goods and related services, engineering and construction works (commonly referred to as the client)
- 2.14 employer's representative** person authorized to represent the employer in terms of the contract
- 2.15 engineering and construction works contract**, contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure
- 2.16 expenses** costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer
- 2.17 framework agreement**, agreement between an employer and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged
- 2.18 mentor** a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation
- 2.19 occupational qualification** occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)
- 2.20 order** the instruction to carry out construction works, services or professional services under a framework agreement

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

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2.21 part qualification an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

2.22 practical completion the state of completion at the end of construction required in terms of an engineering and construction works contract

NOTE: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in an engineering and construction works contract occurs when:

- a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
- b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works have been completed in accordance with the contract except for minor outstanding works and defects which will not substantially affect the use of the works for their intended purpose.
- c) GCC 2010: the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
- d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
- e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract.
- f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

2.23 professional category a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this standard.

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

Profession	Category of registration	Act
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations, 2014
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

- 2.24 professional fees** financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding all allowances and expenses, but including value added tax
- 2.25 professional service contract**, contract for the provision of services with the skill and care normally delivered by professionals
- 2.26 Sector Education and Training Authority (SETA)** an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes
- 2.27 service contract**, contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant
- 2.28 site** means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed
- 2.29 skills development agency (SDA)** an agency which performs some or all the functions set out in section 4.1.5.
- 2.30 statutory council** a council established as follows:
- South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
 - South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
 - d) Construction Health and Safety Practitioners established by the Occupational Health and Safety Act of 1993 (Act No. 85 of 1993)
 - e) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
 - f) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
 - g) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
 - h) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
 - i) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
 - j) South African Council for the Property Valuers Profession established by the Property Valuers Profession Act (Act No. 47 of 2000).
- 2.31 structured mentorship**, mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration
- 2.32 structured workplace learning** component of learning in an occupational qualification or work placement for a professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council
- 2.33 supervisor** a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system
- 2.34 unemployed learner** a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)
- 2.35 work integrated learning** the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

3 REQUIREMENTS

3.1 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the contract amount multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is $R65,7m \times 0.5\% = R328\ 500$.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

3.1.2.4 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.1.2.5 Where required in terms of the contract or order, the employer shall advise the contractor of the types of training to be undertaken by the learners and candidates.

3.2 ACHIEVING THE CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.

- b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annex B

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

- i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
- ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the contractor must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on the 1st April in each year.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

Example 3: Training Target Calculation for a R65,7m GB contract

Contract amount	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,5% x R65 700 000
	R328 500

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 00	R246 00
Total	2			R338 000

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

3.3.4 No more than 45 hours may be claimed per week for any individual.

3.3.5 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 DENIAL OF CREDITS

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) Failure to register all beneficiaries of the Standard be with the cidb SDA;
- c) Failure to submit a copy of the final contract compliance training report within 15 days of practical completion;
- d) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate not be provided;
 - 3) the required training plan for learners not be provided;
 - 4) the training reports covering a period not be provided;

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

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- 5) the required records, specified documents and signatures not be provided;
 - 6) the structured mentorship is found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
 - 7) the structured workplace learning is found not to be in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and
 - f) the contractor does not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.
 - g) the contractor claims credits for learners enrolled as beneficiaries on programmes that are funded or subsidised from another source.
 - h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment when they have had sufficient structured work experience or structured mentorship to do so.

4 COMPLIANCE WITH REQUIREMENTS

4.1 GENERAL

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance baseline training plan taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports at intervals which do not exceed 3 months; and
- c) a final contract compliance training report within 15 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, service, design and construct contracts, and engineering and construction works contracts, respectively.

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

- a) the name and contact details of the SDA,
- b) the skills mix and skills types achieved on the contract; and

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- c) the names, ID numbers and period of employment of each learner and candidate.

4.1.3 The contractor shall keep records of the hours worked and registration particulars towards compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA. The contractor shall enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice participating in the implementation of this standard to:

- a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) register learners with the appropriate Sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
- d) liaise with the supervisor to monitor onsite training progress of learners;
- e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 STRUCTURED WORKPLACE LEARNING OPPORTUNITIES FOR LEARNERS

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Mentoring associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience. The number of artisan learners mentored by a single mentor shall,

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Supervision associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor;
- b) within one month of commencing work directly related to the contract or order:
 - 1) proof of registration as a learner with the relevant SETA where applicable; and
 - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan;
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards a qualification.

4.3 STRUCTURED WORKPLACE LEARNING FOR CANDIDATES

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- b) identify a suitable mentor for the candidate. If the contractor does not have an inhouse mentor, the contractor shall enter into a mentoring agreement with the candidate and an external company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
 - 1) a workplace training plan together with name of the candidates' mentor and supervisor;
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) register all beneficiaries of the Standard be with the cidb SDA
- b) within one month of commencing work directly related to the contract or order a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan;
- d) quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- 4.3.5** Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.
- 4.3.6** The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

5 RECORDS

- 5.1** The contractor shall submit all the documentation required in terms of clause 4 in a timely manner and according to a prescribed format where applicable.
- 5.2** The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer and shall notify the contractor of this amount.
- 5.3** The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

6 SANCTIONS

- 6.1** In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

- a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and
- b) the issuing of completion certificates only after the certificates described in clause 5 are received.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

ANNEX A: INCORPORATING THIS STANDARD IN A PROCUREMENT DOCUMENT

(Informative)

A1 GENERAL

- A1.1** The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in this *Standard for developing skills through infrastructure contracts (March 2020)*

NOTE: The term contractor may need to be changed to "consultant" or "professional service provider" or "supplier" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

- A1.2** Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:
- A1.3** The specified number of employees of the state is The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.
- A1.4** Where the contract is part of a Strategic Infrastructure Project (SIPs) the contractor will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.
- ### **A2 SANCTIONS**
- A2.1** Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.
- A2.2** Reference should be made to the cidb Practice Note to be published on methodologies and mechanisms to be adopted for sanctions on contractors who fail to comply with the provisions of the Standard.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za**ANNEX B: ROLE AND FUNCTION OF SKILLS DEVELOPMENT AGENCY****(Informative)**

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the contractor shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 CAREER MANAGEMENT AND COMPLIANCE REPORTING

B1.1 The contractor shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
- d) providing personal protective equipment;
- e) liaising with the supervisor to monitor onsite training progress of learners;
- f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- g) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

B1.2 The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B1.3 The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

B2 EMPLOYMENT INTERMEDIARY

B2.1 The cidb SDA can act as an employment intermediary for unemployed learners and provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- B2.2** In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.