



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: HP21/002GS

RETURNABLE DOCUMENTS

AND

SPECIFICATIONS

FOR

**PROVISION OF TECHNICAL SUPPORT SERVICES
FOR PROVINCIAL DEPARTMENTS AND
MUNICIPALITIES IMPLEMENTING PROJECTS IN THE
INFRASTRUCTURE SECTOR OF THE EXPANDED
PUBLIC WORKS PROGRAMME**

CLUSTER 1 GP, KZN & MP: 36 MONTHS CONTRACT.

A small, handwritten signature or mark in the bottom right corner of the page.



CONTENTS OF BID DOCUMENT

Project title:	Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure Sector of the Expanded Public Works Programme		
	Cluster 1 GP, KZN & MP: 36 Months Contract.		
Project Leader:	ODWA TIYA	Bid / no:	HP21/002GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	3 Pages
PA-04(GS): Notice and invitation to tender	5 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices	4 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	5 Pages
PA29: Certificate of Bid Determination	4 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	221 Pages



**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE _____ **BID NUMBER: HP21/002GS**

CLOSING TIME: SHARP 11:00 CLOSING DATE: 08/06/2021

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

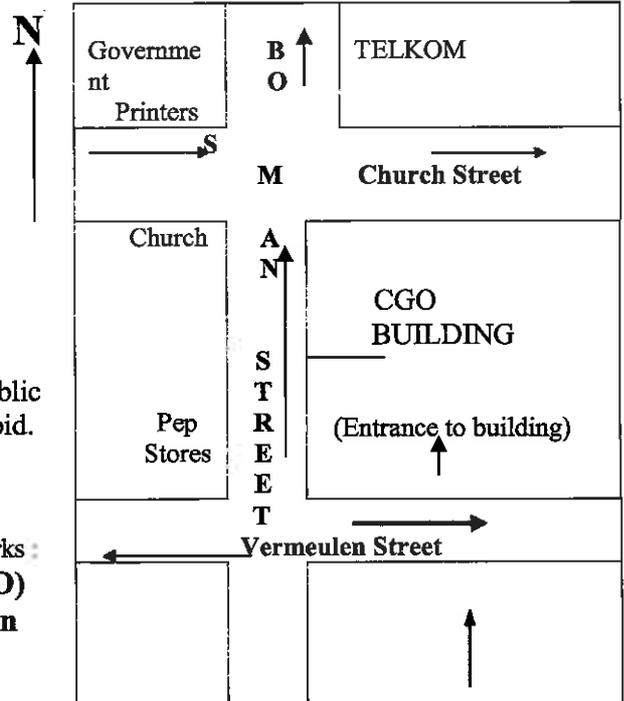
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
**c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

Map PWH June 2009

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	MP21/002G	CLOSING DATE:	08-06-2021	CLOSING TIME:	15:00
DESCRIPTION	Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure Sector of the Expanded Public Works Programme Cluster 1 GP, KZN & MP: 36 Months Contract.				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)**

**Department of Public works: CGO Building, Bosman and Madiba ST
Pretoria Central, Reception area**

**OR POSTED TO:
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65:
Pretoria Central: 0001**

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS	CONTACT PERSON	ODWA TIYA
CONTACT PERSON	KGOMOTSO MABELEBELE	TELEPHONE NUMBER	012 492 1408 / 082 312 8957
TELEPHONE NUMBER	012 406 2017	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Odwa.Tiya@dpw.gov.za
E-MAIL ADDRESS	Kgomotso.Mabelebele@dpw.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.6. BIDDERS MUST COMPLY WITH THE PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT, ONLY BIDDERS WITH LEVEL 1, LEVEL 2 AND LEVEL 3 MINIMUM BBBEE STATUS LEVEL OF CONTRIBUTION WILL BE CONSIDERED.
1.7. A MINIMUM OF 30% SUBCONTRACTING TO DESIGNATING GROUP IS MANDATORY.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION,

TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

IN THE CASE OF EXEMPTED MICRO ENTERPRISES (EME), A VALID CERTIFIED SWORN AFFIDAVIT MUST BE SUBMITTED WITH THE BID OFFER)

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32)
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



PA-04 (GS): NOTICE AND INVITATION TO BID

Project title:	Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure Sector of the Expanded Public Works Programme		
	Cluster 1 GP, KZN & MP: 36 Months Contract.		

Bid no:	HP21/002GS		
Advertising date:	16.05.2021	Closing date:	08.06.2021
Closing time:	11:00	Validity period:	60 DAYS

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed)
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Submit copies of qualifications of proposed individuals
<input checked="" type="checkbox"/>	Annexure E (Pricing Schedule)
<input checked="" type="checkbox"/>	Provide proof of registration on National CSD for subcontractors. Attach printouts of the CSD reports for the subcontractors
<input checked="" type="checkbox"/>	Virtual briefing session. Link to be provided on the advert.

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input checked="" type="checkbox"/> Level 3
<input checked="" type="checkbox"/>	An EME or QSE
<input checked="" type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input checked="" type="checkbox"/> An EME or QSE which is at least 51% owned by black people



	<input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;
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This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	65%
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Functionality criteria:	Weighting factor:
<p>Combined experience in Conventional or Labour Intensive construction projects by the firm. Reference letters from Departments or SOE's indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents.</p> <p>A template for listing of completed conventional or labour intensive projects is attached as Annexure C.</p> <p>Score: from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points</p>	20%





<p>Minimum qualification in Civil Engineering and curriculum vitae showing post qualification experience of individuals proposed as Technical Manager, Provincial Technical Advisors and Assistant Provincial Technical Advisors. Copies of qualifications and curriculum vitae must be attached.</p> <p>Technical Manager: Minimum qualification - B-Tech in Civil Engineering Provincial Technical Advisors and Assistant Provincial Technical Advisors Minimum qualification - National Diploma in Civil Engineering For Programme Administrator, Senior Data Analyst and Incentive grant analyst, a minimum of a National Diploma in any qualification will be acceptable.</p> <p>Proposed team of 12 individuals should include the following personnel:</p> <ul style="list-style-type: none"> • 1 x Technical Support Manager • 1 x Programme Administrator • 1 x Senior Data Analyst, • 1 x Incentive grant analyst • 3 x Provincial Technical Advisors • 5 x Assistant Provincial Technical Advisors <p>Combined average scores of the team will be measured up to close of tender.</p> <p>Score: 120 months experience and above = 5 points 84 months to 119 months experience = 4 points 60 months to 83 months experience = 3 points 36 months to 59 months experience = 2 points 12 months to 35 months experience = 1 point 0 to 11 months experience = 0 points</p>	20%
<p>Office coverage per province. Present office coverage in the different Provinces applicable to this tender (GP, KZN & MP). Municipal services account or lease agreements or a letter from Tribal Authority will be the source documents. (1 office per province)</p> <p>Score: 3 Provinces = 5 points 2 Provinces = 3 points 1 Provinces = 1 point</p>	10%
<p>Combined experience of firm working with Local Government (Municipalities) on Conventional or Labour Intensive construction projects. Reference letters from Municipalities indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents.</p> <p>A template for listing of completed conventional or labour intensive projects is attached as Annexure I.</p> <p>Score: from 84 months and above: 5 points between 72 months to 83 months = 4 points between 48 months to 71 months = 3 points between 24 months to 47 months = 2 points between 12 months to 23 months = 1 point from 0 to 11 months = 0 points</p>	20%



Implementation plan: Appropriateness of engagement strategy indicating understanding of EPWP, clear project timelines, targeted public bodies, project cash flow and public body engagement strategy.	30%
Score: 0 points = No understanding of EPWP. 1 point = Demonstrate understanding of EPWP 2 points = Demonstrate understanding of EPWP, clear project timelines 3 points = Demonstrate understanding of EPWP, clear project timelines and targeted public bodies 4 points = Demonstrate understanding of EPWP, clear project timelines, targeted public bodies and project cash flow 5 points = Demonstrate understanding of EPWP, clear project timelines, targeted public bodies, project cash flow and public body engagement strategy	
Total	100 Points

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address Department of Public Works, CGO Building, Corner Bosman and Madiba streets . A non-refundable bid deposit of **R700.00** is payable, (Cash only) is required on collection of the bid documents.



COMPULSORY BRIEFING SESSION:

VIRTUAL COMPULSORY BRIEFING SESSION IS AS FOLLOWS:

Date: 25 May 2021

Time: 10h00 am-12:45 pm

Join Zoom Meeting

<https://ilo-org.zoom.us/j/95438310466?pwd=RTMyYzIiWERiOXAwYm4vM3BkWFRR1UT09>

Meeting ID: 954 3831 0466

Passcode: 132376

One tap mobile

+41315280988,,95438310466# Switzerland

+41432107042,,95438310466# Switzerland

NB: Bidders will be allowed access to the meeting from 09h45 am on the day of the meeting

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Odwa Tiya	Telephone no:	012 492 1408
Cell no:	082 312 8957	Fax no:	
E-mail:	Odwa.Tiya@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X X65 PRETORIA <i>insert postal code</i></p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 121</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Central Government Office (CGO) Corner Bosman and Madiba Steet(Entrence Madiba Street) Room 121 PRETORIA 0001</p>
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COMPILED BY:

Odwa Tiya		Project Manager	17/05/2021
Name of Project Leader	Signature	Capacity	Date



PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	PROVISION OF TECHNICAL SUPPORT SERVICES FOR PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN THE INFRASTRUCTURE SECTOR OF THE EXPANDED PUBLIC WORKS PROGRAMME		
	CLUSTER 1 GP, KZN & MP: 36 MONTHS CONTRACT.		
Project Leader:	Odwa.Tiya@dpw.gov.za	Bid / Quote no:	HP21/002GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 page	<input type="checkbox"/>
Bid Form of offer (PA 32)	03 Pages	<input type="checkbox"/>
PA 04 (GS): Notice and invitation to tender	03 Pages	<input type="checkbox"/>
PA 09 (GS): List of returnable documents	02 Pages	<input type="checkbox"/>
PA 10 (GS): General Conditions of Contract	10 Pages	<input type="checkbox"/>
PA 11(GS): Declaration of interest and bidder's past supply chain management process	05 Pages	<input type="checkbox"/>
PA 15.1: Resolution of Board of Directors	02 Pages	<input type="checkbox"/>
PA 15.2: Resolution of Board of Directors to enter into consortia or joint ventures	02 Pages	<input type="checkbox"/>
PA 15.3 :Special resolution of consortia or joint ventures	02 Pages	<input type="checkbox"/>
PA 16: Preference Points Claim form	06 Pages	<input type="checkbox"/>
PA 29: Certificate of Independent Bid Determination	04 Pages	<input type="checkbox"/>
PA 40: Declaration of designated groups for preferential procurement	02 Pages	<input type="checkbox"/>
Terms of Reference	221 Pages	<input type="checkbox"/>
Submit copies of qualifications of proposed individuals	Pages	<input type="checkbox"/>
Annexure E (Pricing Schedule)	Pages	<input type="checkbox"/>
Provide proof of registration on National CSD for subcontractors. Attach printouts of the CSD reports for the subcontractors	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date





PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
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21. Delays in the supplier's performance
22. Penalties
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24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices





General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.





- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be



made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.





- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and





- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices





- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:





- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.





25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.





29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date



PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure Sector of the Expanded Public Works Programme</i>		
	<i>Cluster 1 GP, KZN & MP: 36 Months Contract.</i>		
Bid no:	HP21/002GS	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:



3.6.1 The names of all directors / trustees / shareholders /-members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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	informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
5.2	If so, furnish particulars:		
5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8





PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of: _____

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- 2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP





PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

- The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)





Postal Address: _____

(code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable*
- NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

ENTERPRISE STAMP

Blank area for ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

- 6. _____

- 7. _____

- 8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*



B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).





PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3. Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

Table with 2 columns: Category and Points. Rows include PRICE (80), B-BBEE STATUS LEVEL OF CONTRIBUTOR (20), and Total points for Price and B-BBEE must not exceed (100).

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".





Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) certificate issued by an authorized body or person; B-BBEE Status level
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR





1.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

1.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

1.1. B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

1.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:





Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 1.1. Name of company/firm:.....
- 1.2. VAT registration number:.....
- 1.3. Company registration number:.....
- 1.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

1.7. Total number of years the company/firm has been in business:.....

1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:





- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....





PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure Sector of the Expanded Public Works Programme		
	Cluster 1 GP, KZN & MP: 36 Months Contract.		
Bid no:	HP21/002GS	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.



² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No



89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise





PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information, provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date



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Terms of Reference for the Provision of Technical Support Services for Provincial Departments and Municipalities implementing projects in the Infrastructure sector of the Expanded Public Works Programme

Cluster 1 GP, KZN & MP: 36 months contract



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ANNEXURES

1. **Annexure A:** Guidelines for the implementation of labour intensive projects under the Expanded Public Works Programme (EPWP)
2. **Annexure B:** Expanded Public Works Program (EPWP) Integrated Grant Manual
3. **Annexure C:** A template for listing of completed conventional or labour intensive projects for Departments and SOEs
4. **Annexure D:** A template for listing of completed conventional or labour intensive projects for Municipalities
5. **Annexure E:** Pricing schedule
6. **Annexure F:** Pro-former sub-contracting agreement



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TERMS OF REFERENCE

The Terms of Reference for the Provision of Technical Support Services to Provincial Departments and Municipalities implementing projects Infrastructure Sector of EPWP in Gauteng (GP), KwaZulu-Natal (KZN) & Mpumalanga (MP) – 36 months contract

1 INTRODUCTION

This specification contains requirements that are applicable to the provision of Technical Support Services to Provincial Departments and Municipalities implementing projects in the Infrastructure sector of the EPWP for Cluster 1 that comprises the Gauteng (GP), KwaZulu-Natal (KZN) and Mpumalanga (MP) provinces. The provision for technical support services is for a period for thirty six (36) months. Contract documentation requirements for compliance are set in the Guidelines for the implementation of Labour-intensive projects and EPWP Integrated Grant Manual under the Expanded Public Works Programme in Annexure A and B respectively.

2 NORMATIVE REFERENCES

The latest editions of the following referenced documents are indispensable for the application of this standard:

- a) Construction Industry Development Board (CIDB). *Code of conduct for the parties engaged in construction procurement*
- b) Department of Public Works. *Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015.*
- c) *EPWP Integrated Grant Manual 2019/20 Edition*
(Revision to the EPWP Integrated Grant Manual will be made from time to time at the discretion of Department of Public Works)

3 DEFINITIONS

Consulting Engineering Firm / Consortium: The natural or juristic firm appointed by the Public Body to design or administer a Project in accordance with the provisions of that contract.



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Technical Team: A composition of personnel of a firm / consortium comprising of a Technical Manager, Provincial Technical Advisor, Assistant Provincial Technical Advisor/s that will be assisting Public Bodies in the provision of Technical Support.

Technical Advisor: An experienced Civil Engineer appointed by the National Department of Public Works and tasked with assisting Provincial Departments and Municipalities to design and implement projects in accordance with the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015.

Project: Works associated with a contract executed by a contracting company appointed by a Public Body using labour-intensive methods in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme.

Public body: Refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

4 OBJECTIVES

4.1 The Public Body's objective is to have a series of Projects constructed cost effectively without compromising quality or construction standards in such a manner that:

- a) Infrastructure is created
- b) Temporary work opportunities, combined with training or education or skills development, are provided in accordance with the provisions of the Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP).

4.2 Objective Areas which the Technical Support will be responsible for:

- a. Assist public bodies to develop plans to meet EPWP targets;
- b. Assist public bodies to identify suitable EPWP projects and programmes;
- c. Assist Public Bodies in setting job opportunities annual targets;
- d. Facilitate signing of EPWP Integrated grant agreements;
- e. Assist public bodies in the design of EPWP projects and programmes;
- f. Assist public bodies in alignment of projects contract documents and procurement process in line with Guidelines for the Implementation of Labour Intensive Infrastructure Projects under



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the Expanded Public Works Programme (EPWP), 3rd Edition 2015 and EPWP integrated grant manual;

- g. Create enabling conditions for implementation of EPWP projects, such as: setting wage rates, facilitation of training of labourers in labour intensive methods of construction; mainstreaming the EPWP through the adoption of particular policies and procedures.
- h. Implement support which involves reviewing the progress and performance of public bodies, including site visit reports, feedback reports and intervention registers and identification of projects blockages;
- i. Identification of training needs for projects selected and procurement facilitation;
- j. Assist in registration of identified EPWP projects on the EPWP Reporting System.
- k. Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- l. Ensure that reporting is done on implemented EPWP projects, using the recommended EPWP Reporting System.
- m. Conduct Public Body visits to ensure compliance to the EPWP audit requirements.

5 SERVICES PROVIDED

5.1 The Technical Team shall provide services in a manner that satisfies the objectives stated in 4 and in a manner which is consistent with the CIDB's Code of conduct for the parties engaged in construction procurement.

5.2 The Technical Team shall assess the strengths and weaknesses of the Public Body being supported and focus on the development of the identified areas of weakness.

6 FUNCTIONS OF TECHNICAL ADVISORS AND ASSISTANTS

The Provincial and Assistant Provincial Technical Advisors will be expected to carry out the following functions:

6.1 Identification of EPWP projects and Loading the projects identified on the EPWP Reporting System

Carrying out of this function will involve the following activities:

- Identification of potential EPWP projects from the public bodies provided list of projects. This could be done in consultation with EPWP Programme Managers and Provincial Coordinators.



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- Agree with municipal officials on job opportunity creation target on projects identified.
- Confirming the project's EPWP Status.
- Review and align municipal tendering and contracting documents in accordance with Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015.
- After ownership has been established by the Public Bodies, Technical Advisors will assist in registration of identified EPWP projects on the EPWP Reporting System.
- After Public Bodies have registered the projects, Technical Advisors will assist in cleaning data to be compliant with the requirements of EPWP Reporting System.

6.2 Project Monitoring

Carrying out of this function will involve the following activities:

- Following the progress of the projects identified from approval, design to construction, and reporting of project status and challenges being faced.
- Following up on non-reporting projects to ensure reporting.
- Assist Public Bodies to update information about projects on the EPWP Reporting System.
- Monitor progress on the EPWP Reporting system.
- Assist Public Bodies generate reports and report to Provincial Steering Committees, Provincial Coordinating Departments and the National Department of Public Works.

6.3 Implement Technical Support interventions

Depending on the nature of the problems / challenges that have been diagnosed or noted, the Provincial Technical Advisors / Assistant Provincial Technical Advisors will be required to implement Technical Support interventions that may involve the following activities:

- Advise on contract documentation to be compliant to the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 by inserting clauses from the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3rd Edition 2015 into contract documents.
- Working with Consulting Engineers in Public Bodies to ensure that designs conducive to the application of labour-intensive methods are used on contract documents.
- Assisting Project Managers / Project implementers to ensure that labour-intensive methods are used during the implementation of projects.



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6.4 Creating enabling conditions / facilitating compliance to EPWP principles

Provincial Technical Advisors / Assistant Technical Advisors will be required to create enabling conditions / facilitate compliance to EPWP principles in areas under their responsibility.

Carrying out this function may involve the following activities:

- Creating enabling conditions / facilitating compliance.
- Working with Public Bodies and advise on suitable wage rates as per the Ministerial Determination.
- Advise Public Bodies to appoint accredited Consultants and Contractors.
- Qualified Training providers accredited in Labour Intensive methods are identified for Consulting Engineers and Contractors approved by the Public Body.
- Visiting EPWP projects within their assigned areas of work to audit whether EPWP guidelines are complied with or to provide technical advice to ensure that labour intensive methods are properly used.
- Align and ensure that EPWP reporting templates are included at project level for the contractor as per the EPWP Infrastructure Guidelines.
- Developing of Audit and compliance check lists for Public Bodies.

7 OUTPUTS OF TECHNICAL SUPPORT TEAM

7.1 Outputs of the Technical Support Manager: Cluster 1 (GP, KZN & MP)

The Technical Support Manager shall be responsible for the supervision and coordination of the activities of the Provincial and Assistant Provincial Technical Advisors for GP, KZN and MP. In addition the Technical Support Manager will provide support to the Provincial Technical Support where necessary. The consolidated report will contain information on project lists, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be provided in all the Provinces. The consolidated report will be submitted on a monthly basis to the Director: EPWP Technical support by the 20th day of every month.

7.2 Outputs of Provincial Technical Advisors: Cluster 1 (GP, KZN & MP)

The Provincial Technical Advisors will be required to perform the functions indicated in the specifications and scope of work to Public Bodies to which they are assigned and will be



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required to prepare and submit monthly reports to the Technical Support Manager. The reports will contain information on projects, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be provided in the Provinces they are responsible for. Reports will be submitted on a monthly basis and should reach the Technical Support Manager not later than the 20th day of every month. The Provincial Technical Advisors are also required to oversee the activities of the Assistant Provincial Advisors to ensure that they are performing the functions as per the specifications.

7.3 Outputs of Assistant Provincial Technical Advisors: Cluster 1 (GP, KZN & MP)

The Assistant Provincial Technical Advisors will be required to perform the functions indicated in the specifications, EPWP Integrated Grant Manual and scope of work to Public Bodies to which they are assigned and will be required to prepare and submit monthly reports to the Technical Support Manager. The reports will contain information on projects, project monitoring reports, challenges / problems encountered nature of Technical support provided and recommendations on Technical Support to be provided to the Public bodies they are responsible for. Reports will be submitted on a monthly basis and should reach the Provincial Advisor not later than the 20th day of every month.

8. RECOMMENDED COMPOSITION OF TECHNICAL SUPPORT TEAM IN CLUSTER 1 FOR GAUTENG, KWAZULU-NATAL & MPUMALANGA

8.1 The Technical support will be composed as follows:

- Technical Support Manager: Cluster 1
- Programme Administrator
- Senior Data Analyst,
- Incentive grant analyst
- 3 Provincial Technical Advisors, one (1) for each of the Provinces (KZN, MP & GP)
- 5 Assistant Provincial Technical Advisors distributed as follows:
 - 2 Assistant Technical Advisors for KZN
 - 1 Assistant Technical Advisor for Mpumalanga
 - 2 Assistant Technical Advisor for Gauteng



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Bidders will be required to provide a full contingent of the technical support personnel when they respond to the tender. Companies are allowed to form Joint Ventures and sub-contract where feasible to do so.

8.2 The following minimum qualification requirements shall be adhered to:

8.2.1 Technical Support Manager – B Tech in Civil Engineering,

8.2.2 Provincial Technical Advisors and Assistant Provincial Technical Advisors – National Diploma (ND) in Civil Engineering

8.3 Full curriculum vitae of all proposed individual members and clear copies of qualifications must accompany the Bid. Companies that fail to submit their full curriculum vitae and copies of qualifications for proposed individuals will be disqualified.

8.4 Due to the nature of the work that will be conducted, it is recommended that the appointed service provider must have or establish offices in all 3 provinces.

8.5 Bidders **MUST** take note of the Annexures in the tender document as follows:

8.5.1 Annexure A for Guidelines for the implementation of labour intensive projects under the Expanded Public Works Programme (EPWP)

8.5.2 Annexure B for Expanded Public Works Program (EPWP) Integrated Grant Manual

8.5.3 Annexure C for A template for listing of completed conventional or labour intensive projects for Departments and SOEs

8.5.4 Annexure D for A template for listing of completed conventional or labour intensive projects for Municipalities

8.6 There is a mandatory subcontracting requirements. See Clause 10.3 for those mandatory requirements for this tender.

8.7 Bidders are also requested to take note of the payment terms for this tender:

8.7.1 The payment terms for this tender are that if appointed, you will be expected to submit payment certificates monthly until the contract has expired. The payments will only be processed if there is an order number issued against the approved contract. If there is no order number that has been issued for the contract, no payments will be processed. Also note that if there is no payment certificates submitted within 30 days after the order number has been issued, the order number will expire.



9. TYPES OF INFRASTRUCTURE SUITABLE FOR CONSTRUCTION / MAINTENANCE USING LABOUR-INTENSIVE METHODS

The types of infrastructure suitable for construction / maintenance using labour-intensive methods are as follows:

9.1 Roads

The following operations may be carried out using labour-intensive methods:

9.1.1 Site clearance

9.1.2 Layer work construction/maintenance including loading, hauling and spreading material.

Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-intensive methods.

9.1.3. Labour-intensive methods may be used when carrying out the following operations:

- Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams.
- Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
- Slurry treatments to existing or new road surfaces.
- In situ concrete roads.
- Segmented block paved roads.
- Cast in-situ concrete pavements (including Ultra-Thin Reinforced Concrete)
- Hyson-cells;
- Road markings.

9.1.4. Fencing.

9.1.5. Erection of road signs.

9.1.6. Grass maintenance.

9.1.7. Road reserve maintenance.

9.1.8. Rubble masonry bridges, culverts and retaining walls



9.2 Stormwater

The following operations may be constructed and maintained using labour-intensive construction/maintenance methods:

- 9.2.1. Gabions and Reno mattresses.
- 9.2.2 Small diameter pre-cast concrete elements (pipes and arches).
- 9.2.3. Grassed or lined water channels

9.3. Sewers

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 9.3.1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
- 9.3.2. Sewer manhole covers and lids using specially designed pre-cast units.
- 9.3.3. Shallow maturation or facultative pond of a maximum depth of 2m
- 9.3.4. Sewer pipe work, particularly smallbore/ solids free sewers designed and specified to reduce trench depth

9.4 Water

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

- 9.4.1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
- 9.4.2. Construction of Ferro-cement reservoirs.
- 9.4.3. Excavation for membrane lined and floating roof reservoirs.
- 9.4.4. Construction of small masonry reservoirs.
- 9.4.5. Spring and well protection measures
- 9.4.6. Construction of valve and hydrant boxes

9.5 Haul of Material

Where the haul of any material does not exceed 150m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and



small trailer combinations utilising locally sourced tractors. All loading and offloading can be done by hand.

9.6 Electricity

The following operations may be constructed using labour-intensive methods:

- 9.6.1. Excavation of trenches for reticulation of all voltages.
- 9.6.2. Excavation for and erection of poles for overhead lines.
- 9.6.3. Installation of all electricity cables (joints and terminations by qualified persons).

9.7 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

- 9.7.1. Manufacture of masonry elements on site.
- 9.7.2. Excavation of all foundation trenches by hand.
- 9.7.3. Manufacture of roof trusses on site.
- 9.7.4. Alternative building technologies referred by Agrément SA.

9.8 Green Jobs

Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure mentioned above. This includes materials and physical assets.

10. EVALUATION

10.1 The bids will be evaluated on Functionality, Price and Preference. The 80/20 preference points scoring system will be applicable for this bid.

The weighting on the functionality is as follows:

Functionality criteria	Weighting factor
Combined experience in Conventional or Labour Intensive construction projects by the firm. Reference letters from Departments or SOE's indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents.	20





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Functionality criteria	Weighting factor
<p>A template for listing of completed conventional or labour intensive projects is attached as Annexure C.</p> <p>Score: from 84 months and above: 5 points between 60 months to 83 months = 4 points between 48 months to 59 months = 3 points between 36 months to 47 months = 2 points between 24 months to 35 months = 1 point between 0 months to 23 months = 0 points</p>	
<p>Minimum qualification in Civil Engineering and curriculum vitae showing post qualification experience of individuals proposed as Technical Manager, Provincial Technical Advisors and Assistant Provincial Technical Advisors. Copies of qualifications and curriculum vitae must be attached.</p> <p>Technical Manager: Minimum qualification - B-Tech in Civil Engineering Provincial Technical Advisors and Assistant Provincial Technical Advisors - Minimum qualification - National Diploma in Civil Engineering</p> <p>For Programme Administrator, Senior Data Analyst and Incentive grant analyst, a minimum of a National Diploma in any qualification will be acceptable.</p> <p>Proposed team of 12 individuals should include the following personnel:</p> <ul style="list-style-type: none"> ▪ 1 x Technical Support Manager ▪ 1 x Programme Administrator ▪ 1 x Senior Data Analyst, ▪ 1 x Incentive grant analyst ▪ 3 x Provincial Technical Advisors ▪ 5 x Assistant Provincial Technical Advisors <p>Combined average scores of the team will be measured up to close of tender.</p> <p>Score: 120 months experience and above = 5 points 84 months to 119 months experience = 4 points 60 months to 83 months experience = 3 points 36 months to 59 months experience = 2 points 12 months to 35 months experience = 1 point 0 to 11 months experience = 0 points</p>	<p>20</p>





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Functionality criteria	Weighting factor
<p>Office coverage per province. Present office coverage in the different Provinces applicable to this tender (GP, KZN & MP). Municipal services account or lease agreements or a letter from Tribal Authority will be the source documents. (1 office per province).</p> <p>Score: 3 Provinces = 5 points 2 Provinces = 3 points 1 Provinces = 1 point</p>	10
<p>Combined experience of firm working with Local Government (Municipalities) on Conventional or Labour Intensive construction projects. Reference letters from Municipalities indicating appointment date, completion date, contract amount and duration of the projects implemented will be source documents.</p> <p>A template for listing of completed conventional or labour intensive projects is attached as Annexure D.</p> <p>Score: from 84 months and above: 5 points between 72 months to 83 months = 4 points between 48 months to 71 months = 3 points between 24 months to 47 months = 2 points between 12 months to 23 months = 1 point from 0 to 11 months = 0 points</p> <p>implementation plan: Appropriateness of engagement strategy indicating understanding of EPWP, clear project timelines, targeted public bodies, project cash flow and public body engagement strategy.</p> <p>Score: 0 points = No understanding of EPWP. 1 point = Demonstrate understanding of EPWP 2 points = Demonstrate understanding of EPWP, clear project timelines 3 points = Demonstrate understanding of EPWP, clear project timelines and targeted public bodies 4 points = Demonstrate understanding of EPWP, clear project timelines, targeted public bodies and project cash flow 5 points = Demonstrate understanding of EPWP, clear project timelines, targeted public bodies, project cash flow and public body engagement strategy</p>	20
<p>Total</p>	100 points



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The evaluation of the bid will be as follows:

- The minimum score on functionality will be **65 points** to go through to the next round of evaluation.
- 80 points will be on price and
- 20 points in respect of the level of BBBEE contribution

10.2 The table below shows how the points must be awarded to a tenderer for attaining BBBEE status level contribution

B-BBEE Status level of Contributor	Number of Points	Number of Points
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

10.3 Mandatory subcontracting requirements

Tenderers must subcontract a minimum of 30% of their bids to the following:

- An EME or QSE which is at least 51% owned by black people

11. ENQUIRIES

For your enquiries please contact:

Project Manager: Mr Odwa Tiya

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Cell No.:082 312 8957

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SCOPE OF WORKS

FOR THE PROVISION OF TECHNICAL SUPPORT SERVICES TO PROVINCIAL DEPARTMENTS AND MUNICIPALITIES IMPLEMENTING PROJECTS IN INFRASTRUCTURE SECTOR EPWP FOR CLUSTER 1: GAUTENG (GP), KWAZULU-NATAL (KZN) & MPUMALANGA (MP) – 36 MONTHS CONTRACT



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SCOPE OF WORK

for the Provision of Technical Support services to Provincial Departments and Municipalities implementing projects in Infrastructure sector EPWP for Cluster 1: Gauteng (GP), KwaZulu-Natal (KZN) & Mpumalanga (MP) – 36 months contract

The Expanded Public Works Programme (EPWP) is a “Nationwide programme which will draw significant numbers of the unemployed into productive work, so that workers gain skills while they work, and increase their capacity to earn an income”, as stated by the former President Thabo Mbeki, in his State of the nation address in February 2003. The Expanded Public Works Programme (EPWP) is a cross cutting programme that is implemented across the different Departments and Spheres of Government. The EPWP Unit of the National Department of Public Works (NDPW) coordinates the overall programme. NDPW is also the lead department for the coordination of the infrastructure sector of the programme. The EPWP unit intends to provide Technical Support to Provincial Departments and Municipalities implementing projects in the infrastructure sector through a service provider.

The first phase of the EPWP was concluded on the 31st of March 2009. On 25 June 2008, the Cabinet approved the second phase of the EPWP for the period 2009 – 2014 and the Programme’s business plan was approved at the Cabinet Lekgotla held in January 2009. The second phase of the EPWP commenced on 1 April 2009.

EPWP Phase two was concluded on the 31st March 2014. In 2013, a business plan highlighting Phase 3 outputs was approved by the Cabinet for a period 2014 - 2019. Phase has come to an end and in December 2018 the Cabinet has approved EPWP Phase 4 for implementation from 1 April 2019 to 31 March 2024 with the following items to be addressed in Phase 4:

- Strengthening the monitoring of the core EPWP principles to improve compliance to the EPWP guidelines.
- Expansion of the programme through replication and improved in programmes across all sectors.
- Enhancing the EPWP coordination and institutional arrangements including the PEP-IMC.
- Strengthening impact evaluation of the EPWP and ensure greater transparency and accountability through the introduction of Social Audits.
- Strengthening partnerships with the private sector and TVET Colleges.

The core universal principles that were adopted are:



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- Adherence to the EPWP Minimum wage and employment conditions under the Ministerial Determination
- Selection of workers based on a clearly defined process and defined criteria
- Work provides or enhances public goods and community services
- Minimum labour intensity appropriate to sector

An EPWP Integrated Grant has been introduced for eligible public bodies to meet their EPWP targets, optimise employment creation and assist them to off-set costs that may be incurred in making public body projects and programmes more labour intensive. This EPWP Integrated Grant will contribute to funding the wage component of projects and in some sectors other project related costs that create employment for unemployed persons.

In the Provision of Technical Support services, priority will be given to Provincial Departments implementing Infrastructure EPWP projects, Metropolitan Municipalities, District Municipalities and targeted local municipalities. The objectives of the NDPW in providing Technical Support amongst others are as follows:

- (i) An optimum number of projects suitable for the EPWP are identified by Public Bodies.
- (ii) Designs appropriate for the use of labour-intensive methods are developed by Public Bodies being supported.
- (iii) Contract documentation that is compliant to the requirements of the guidelines for implementation of labour-intensive infrastructure projects under the EPWP are developed by the Public Bodies being supported.
- (iv) Labour-intensive methods are used during the implementation of EPWP projects.
- (v) Assist Public Bodies in compliance of projects in accordance with EPWP guidelines.
- (vi) Assist in registration of identified EPWP projects on the EPWP Reporting System.
- (vii) Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- (viii) Advise Public Bodies to sign off the reports on the EPWP Reporting system.
- (ix) Visiting of project sites to ensure the use of labour intensive methods.
- (x) Compile projects site visit reports and profiles of projects visited.
- (xi) Provide EPWP feedback reports on monthly basis to Public Bodies supported and NDPW.

Additional responsibilities will be assigned to the team from time to time by the Director: EPWP Technical Support when and as required.



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The NDPWI will require a Consulting firm / Consortium to provide Technical Support Services to Provincial Departments and Municipalities implementing projects in the infrastructure sector of the EPWP, for a period of 36 months. The appointed Service Provider will be working directly under direction and control of the Director: EPWP Technical Support.

Tenderers should note that the award of the tender will be based on the total amount calculated for the 3 year period.

Responsibilities of the different individuals that will be sourced through this tender shall include:

a) Technical Support Manager: Cluster 1 (GP, KZN & MP)

The Technical Support Manager will report directly to the Director: EPWP Technical Support and will be responsible for the supervision and coordination of the activities of the Provincial and Assistant Provincial Technical Advisors for **GP, KZN & MP**. In addition the Technical Support Manager will provide support to the Provincial Technical Support where necessary. The Technical Support Manager will be required to consolidate reports from the Provincial Technical Advisors, prepare a report. The Technical Support Manager will be responsible for the compilation and Submission of monthly claims from the Consulting Engineering firm/ consortium to the Director: EPWP Technical Support. The Technical Support Manager will also be assigned different responsibilities by the Director: EPWP Technical Support from time to time.

b) Provincial Technical Advisors: Cluster 1 (GP, KZN & MP)

The Provincial Technical Advisors shall interact with the EPWP Programme Manager, Provincial Coordinator, Independent Development Trust (IDT) EPWP support officials, public body officials, consultants and contractors implementing EPWP projects within the province they are responsible for. Their activities shall include the following:

- a. Assistance to Provincial Departments and Municipalities in the identification of suitable EPWP projects.
- b. Assistance to Consultants in the development of labour-intensive appropriate designs.
- c. Assistance to Provincial Departments and Municipalities in the development of EPWP compliant contract documents.
- d. Assistance to the Provincial MIG and Project Management Units (PMUs) in the identification and verification of EPWP projects.



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- e. Assistance in the implementation of projects to ensure that labour-intensive methods of construction are used on projects.
- f. Assist in registration of identified EPWP projects on the EPWP Reporting System.
- g. Assist in cleaning data to be compliant with the requirements of EPWP Reporting System.
- h. Carrying out of Project Audits to ensure that projects are compliant to the EPWP principles.

The Provincial Technical Advisors are required to submit a monthly report to their Technical Support Manager for Cluster 1, detailing the activities carried out in the Provinces they are responsible for. The monthly report shall include; the list of EPWP projects of the public bodies supported and the status of the projects, reports on projects visited, copies of documents that have been made EPWP compliant, data on projects being implemented, any challenges being faced and any other information requested from time to time by the EPWP unit.

c) Assistant Provincial Technical Advisors: Cluster 1 (GP, KZN & MP)

The Assistant Provincial Technical Advisors Cluster 1 shall report to the Provincial Technical Advisors and shall carry out the same activities as the Provincial Technical Advisors in Cluster 1 and assist the Provincial Technical Advisors in carrying out technical support in the Province. The Assistant Provincial Technical Advisors shall be responsible for providing support to particular Municipalities / Provincial Departments as assigned by the Provincial Technical Advisor.

The Assistant Technical Advisors Cluster 1 shall interact with the EPWP Programme Manager, Provincial Coordinator, IDT EPWP support officials, public body officials, consultants and contractors implementing EPWP projects within the province they are responsible for.

The Assistant Provincial Technical Advisors shall be responsible for the preparation and submission of monthly reports to the Provincial Technical Advisor on the Public Bodies to which they have been assigned. The monthly report shall include; the list of EPWP projects being supported and the status of the projects, reports on projects visited, copies of the documents that have been made EPWP compliant, data on projects being implemented, any challenges being faced and any other information requested from time by the EPWP unit.

This scope of work should be carried out within the provisions of the specification for Technical Support services which forms part of this tender.



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EPWP PHASE 4 TARGETS FOR CLUSTER 1 MUNICIPALITIES



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EPWP PHASE 4 TARGETS FOR CLUSTER 1 MUNICIPALITIES

Phase 4 targets work opportunities for Municipalities by Province

Province	2019/20 WO	2020/21 WO	2021/22 WO	2022/23 WO	2023/24 WO
Gauteng	54 754	54 940	55 039	55 001	55 266
KwaZulu- Natal	44 429	44 458	44 829	45 090	45 429
Mpumalanga	16 436	16 616	16 734	16 824	16 844
Totals	115 619	116 014	116 602	116 915	117 539

Phase 4 targets in Full Time Equivalents for Municipalities by Province

Province	2019/20 FTEs	2020/21 FTEs	2021/22 FTEs	2022/23 FTEs	2023/24 FTEs
Gauteng	19 160	19 374	19 573	19 741	20 141
KwaZulu- Natal	15 735	15 909	16 059	16 174	16 315
Mpumalanga	6 771	6 851	6 907	6 960	6 991
Totals	41 666	42 134	42 539	42 875	43 447



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SPECIAL CONDITION OF TENDER

MANDATORY SUB CONTRACTING



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SPECIAL CONDITIONS OF THE TENDER

1. The CSD link has a list of consulting firms which are registered with National Treasury Central Supplier Database (CSD).
2. Tenderers are required to adhere to the mandatory sub-contracting of 30%.
3. Tenderers are required to sub-contract a minimum of 30% of the tender amount by selecting from the provided link of proposed sub-contracting consultancy firms using reference numbers per province as follows: Mpumalanga Ref No. 3244, KwaZulu-Natal Ref No 3243 and Gauteng Ref No 3242.
4. It is the responsibility of the tenderer to ensure that the selected sub-contracting consultancy firm/s complies with all the bidding requirements; (i.e. CSD compliant, tax status and none of the directors are government employees).
5. The main firm shall remain responsible for the sub-contracting consultancy firm/s that they are competent and capable service provider/s.
6. Failure to select the sub-contracting consultancy firm/s from the link provided by the department on the CSD, will result in the tenderer being administratively disqualified.
7. Tenderers must submit proof of sub-contracting arrangements between the main tenderer and the sub-contractor. A pro-former sub-contracting agreement is attached on this tender document as Annexure F.

NOTE

1. For all sub-contracting consultancy firm/s on the CSD link must comply in terms of the designated group preferred by DPWI for this tender.

CATEGORY
An EME or QSE which is at least 51% owned by black people

2. The CSD reports for all intended sub-contracting consultancy firm/ should be attached.
3. Bidders are required to demonstrate the allocation of 30% of the mandatory sub-contracting in clause 10.3 of the Terms of Reference.



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ANNEXURE A

GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)



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EXPANDED PUBLIC WORKS PROGRAMME



GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

THIRD EDITION 2015





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EXPANDED PUBLIC WORKS PROGRAMME

GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

THIRD EDITION 2015



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EXPANDED PUBLIC WORKS PROGRAMME

Acknowledgement

The Department of Public Works (DPW) would like to thank the construction industry and other stakeholders for their invaluable contributions during preparation of these Guidelines. These include the DPW/EPWP officials, ILO National and Limpopo Technical Assistance teams, Consulting Engineers South Africa (CESA), Engineering Council of South Africa (ECSA), the South African Institution of Civil Engineers (SAICE), the academia and individuals from both the public and private sectors.

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FOREWORD

The Expanded Public Works Programme (EPWP) is one of government's medium-to-long term programmes aimed at alleviating poverty and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with project based training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). The programme spans four Sectors comprising Infrastructure, Social, Non-State and Environment and Culture.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves the use of line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore, be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities. The National Department of Public Works (NDPW) has the mandate for overall coordination of the programme.

Opportunities for implementing the EPWP have been identified in the Infrastructure; Environment and Culture; Social and Non State Sectors. In the Infrastructure sector the emphasis is on optimising the creation of work opportunities through the use of labour-intensive construction and maintenance methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically feasible and economically viable, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to contribute to the programme. As part of this initiative, the national government has through the Division of Revenue Act (DORA) placed additional conditionalities on infrastructure grants. The grants call for increased focus in the cost efficient use of labour absorptive methodologies in the provision of infrastructure. These additional conditionalities require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" for identification, design, construction and maintenance of assets. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects such as those involving roads, sidewalks, stormwater drains, trenches, buildings, water and sanitation. On the basis of this experience, and in the context of high levels of unemployment, the national government has directed that these infrastructure projects must contribute to employment creation.

These guidelines aim to provide Government and its partners implementing Infrastructure Sector programmes/projects with the necessary tools to successfully implement these projects using Labour-Intensive Construction and Maintenance methods. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is partnering with public and private institutions to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

PREFACE

The guidelines contain sections which should be adapted into the relevant parts of the contract documentation for consulting engineers and contractors, based on the specific need. These sections introduce a requirement that certain construction and maintenance activities must be carried out by hand. Furthermore, client public bodies must ensure that both consultants and contractors comply with EPWP reporting frameworks. These requirements were formulated on the basis of a review of international and local experience of labour-intensive construction and maintenance, in order to identify the activities for which it is technically feasible and economically viable to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes should be followed when using guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for the Expanded Public Works Programme, 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 for the Expanded Public Works Programme, training is regarded as an important component of the EPWP. Each project should have a clear training programme for its workers to improve their work performance. Training will focus on needs and will be implemented based on a programme by programme basis.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that all key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction at all levels.

As an additional means of addressing the capacity in the labour-intensive construction sector, NDPW together with the CETA has established a labour-intensive contractor learnership programme called the Vuk'uphile Contractor Learnership Programme. The aim of this learnership programme is to develop emerging contractors to execute work in accordance with these guidelines. As part of this learnership programme, learner contractors need to execute projects to gain practical experience under the guidance of a mentor. Partnering provinces and municipalities should allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis in accordance with Treasury Learnerships waiver letter (obtainable from www.epwp.gov.za) from open competitive tendering of learnership projects.

Whereas during Phase 1 of the EPWP the main parameter for measuring the employment created was work opportunities, in Phase 2 another parameter, Full Time Equivalent (FTE) employment was added. FTE refers to employment that is equivalent to employing one person for one year of 230 effective working days. Employment targets were also set for government bodies based on allocated grants. Another feature that was introduced in Phase 2 of the EPWP is the Incentive Grant. This is intended to incentivise public bodies to perform beyond their EPWP targets. In EPWP Phase 3 the reporting on labour intensity (expenditure on wages expressed as a percentage of total expenditure) and quantity and impact of assets created has been introduced and is measured in accordance with the EPWP Monitoring and Evaluation (M & E) Framework.

The latest electronic version of these guidelines and electronic copies of the following documents can be downloaded from www.epwp.gov.za:

- Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme. _____
- Ministerial Determination for the Expanded Public Works Programmes issued by the Minister of Labour.
- EPWP conditions as gazetted in the Division of Revenue Act (DORA).

Amendments to the Second Edition incorporated in this Third Edition

Amendments to the text of the second edition have been made to:

- i. align the text to developments and changes to EPWP policy and institutional arrangements;
- ii. align the text with the requirements of the Construction Industry Development Regulations;
- iii. delete text that has now become redundant; and
- iv. update applicable labour conditions to EPWP workers as per the latest Ministerial Determination for EPWP.

ABBREVIATIONS

CETA:	Construction Education and Training Authority
CIDB:	Construction Industry Development Board
DOL:	Department of Labour
ECSA:	Engineering Council of South Africa
EPWP:	Expanded Public Works Programme
FIDIC:	French acronym for the International Federation of Consulting Engineers
FTE:	Full Time Equivalent
GCC:	General Conditions of Contract
JBCC:	Joint Building Contracts Committee
LI:	Labour Intensity
M & E:	Monitoring and Evaluation
MIS:	Management Information System
NDPW:	National Department of Public Works
NEC:	New Engineering Contract
NQF:	National Qualifications Framework
QCTO:	Quality Council for Trades and Occupations
SANS:	South African National Standard
WO:	Work Opportunities

TERMINOLOGY

Actual Expenditure: the expenditure on activities implemented labour-intensively on the project by the contractor added to the expenditure by the professional service provider appointed to design and supervise the project. The actual expenditure excludes expenditure on government management and administration.

Actual Labour Intensity: Actual labour intensity = actual expenditure on wages expressed as a percentage of the total actual expenditure on activities implemented labour-intensively

Actual Output: achieved physical quantities (e.g. km or road, pipeline) corresponding to the actual expenditure.

By hand: refers to the use of tools which are manually operated and powered.

Convergence: is the fostering of synergies within and amongst sectors and programmes of the Expanded Public Works Programme (EPWP) to ensure that resources are efficiently and effectively utilised to optimise benefits for sectors, programmes, and participants.

Daywork: is work done that is paid on a daily basis in situations where it is impossible to estimate the quantity of the required input in advance. It is usually applied in situations where the quantitative measurement or setting of task including pricing is not possible.

Demographic Characteristics of Workers

The number of workers that fall within the following categories must be recorded:

	Demographic	EPWP Target
	Youth (i.e. 16 – 35 years of age)	55%
	Women	55%
	People with Disabilities	2%

EPWP Integrated Grant: refers to funds payable to public bodies through a conditional grant to incentivise employment creation under the EPWP.

EPWP Project: refers to a project that incorporates the following elements to the extent possible: employment creation, labour-intensive methods, local resource optimisation (only use equipment for activities that cannot be effectively done by the use of labour), quality is not compromised, skills development and transfer, community ownership, optimisation of quality cost and time, decent working conditions (fair wages, appropriate provision for safety and health and freedom of association) and lays the foundation for sustainability.

EPWP Target: refers to a target set by the National Department of Public Works specifying the number of work opportunities and FTEs that a public body should endeavour to create

Expanded Public Works Programme (EPWP): refers to a programme to provide public or community assets or services through labour-intensive approach(ies) initiated by government and funded from public resources.

Form of contract: refers to a document (conditions of contract) published by industry which establishes the rights, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Full Time Equivalent (FTE) Employment Created: refers to one person-year of employment. One person year is equivalent to 230 person days of work. The 230 days are effective days of work after subtracting provision for non-productive days in a year (e.g. leave, holidays, etc.).

1 FTE = person days divided by 230.

Gravel: is defined (according to soil classification) as a mixture of stones (2-60mm), sand, and clay which is composed of unconsolidated rock fragments.

Green Jobs: are understood as “green” when they help reduce negative environmental impact, ultimately leading to environmentally, economically and socially sustainable enterprises and economies. Green jobs are also decent (ILO, 2015) jobs that provide adequate incomes, social protection and ensure the respect for the rights of workers. Green jobs can cover a variety of employment ranging from jobs that improve energy and raw materials efficiency, limit greenhouse gas emissions, minimize waste and pollution, protect and restore ecosystems, and support adaptation to the effects of climate change.

Group task: is a work method whereby tasks are organised on the basis of many people completing one task (to produce a defined output in a day).

Identity Documents: refers to South African identity registration document.

Labour-Intensity: refers to the expenditure on wages expressed as a percentage of the total expenditure on activities implemented labour-intensively.

Labour-intensive: refers to methods of construction and maintenance involving a mix of labour and machines without compromising on quality, where labour is the primary resource supported by plant and equipment for activities that cannot be feasibly done by labour only.

Large Project: is an infrastructure project with a value of more than R 30 million (including VAT) that involves the use of labour-intensive methods on a significant scope of the works to maximise the creation of work opportunities.

Learnership: is a structured learning programme which involves theory, practical and workplace learning and leads to a registered qualification on the National Qualifications Framework (NQF).

Ministerial Determination: refers to a determination issued by the Minister of Labour in terms of the Basic Conditions of Employment Act of 1997. It applies to Expanded Public Works Programmes. The Ministerial Determination must be read in conjunction with the Code of Good Practice for the Expanded Public Works Programme.

Person-days of Employment Created: refers to the number of people who worked on a project multiplied by the number of days each person worked.

Planned Labour Intensity: is the planned wages budget expressed as a percentage of the total planned budget for activities to be implemented labour-intensively.

Planned Output: refers to planned physical quantities (e.g. km or road, pipeline) corresponding to the planned budget.

Public body: refers to a department, state owned entity, constitutional institution, municipality, public entity or municipal entity.

Project Budget: refers to the planned budget on activities to be implemented labour-intensively + the professional fees for the professional service provider appointed to design and supervise the project. The project budget excludes government management & administration costs.

Project Wage Rate: is the daily wage (whether task-rated or time-rated) per individual. This wage rate must be inserted in the Project tender document as per the EPWP Guidelines.

Task: refers to the amount of work to be performed to a defined quantity and quality.

Task rate: refers to the amount of work to be performed by a worker to a defined quantity and quality and be completed in a working day.

Training Person-Days: is the number of people who attended training x the number of days of training per person.

Training should be reported as follows;

1. Number of people trained
2. Number of people that received accredited training
3. Number of people that received non-accredited training
4. Profile of the participants (Women, Disabled, Youth)
5. Percentage of participants who worked on the project after receiving training.

Scope of work: refers to a specification and description of the services or construction/maintenance works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed.

Semi-skilled work: refers to work requiring a person to have some degree of training or familiarisation with the task to be performed before being able to operate at optimal efficiency.

Sustainable Livelihoods: a livelihood comprises the capabilities, assets (including both material and social resources) and activities required for a means of living. A livelihood is sustainable when it can cope with and recover from the stresses and shocks and maintain or enhance its capabilities and assets both now and in the future without undermining the natural resource base. It is not just about the means to survive, but the capability to thrive.

Unskilled work: refers to work that does not require a person to have received prior training related to the task to be performed and being able to operate to a satisfactory standard.

Wage Rate: refers to the set wage (whether task-rated or time-rated) to be paid to a worker who completes assigned work for the day.

Work Opportunity: refers to paid work created for an individual on an EPWP project for any period of time, within the employment conditions of the Code of Good Practice for the Expanded Public Works Programme. Learnerships will also constitute work opportunities. The same individual can be employed at different times on different projects (not concurrently) and each period of employment will be counted as a work opportunity.

1 INTRODUCTION

The objectives of implementing labour-intensive infrastructure projects under the EPWP include:

- providing employment opportunities and distribution of income through injecting some project funds into the local economy in the form of wages to local poor and unemployed people;
- providing training or skills development to locally employed workers;
- building cost-effective and quality assets.
- development of labour-intensive capacity in the construction industry.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction and maintenance on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Local customisation of some elements of these guidelines will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction/maintenance;
- specification of labour-intensive works; and
- compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines must be applied to all projects that are implemented under the EPWP. Appendix A provides sources of additional information.

The employment of locally recruited temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the current Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme; issued in terms of the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) and promulgated in the Government Gazette. Extracts of this Code have been included in this Guidelines document. However, reference should be made to the full text of the latest versions of the Code of Good Practice and the related Ministerial Determination.

2 EPWP UNIVERSAL PRINCIPLES

Effective from 1 April 2014 the EPWP adopted four universal principles to guide the implementation of the programme. This is not an exhaustive list, but lays fundamental requirements that every EPWP project is expected to comply with. The M&E framework provides details on mechanisms to respond to non-compliance.

2.1 Workers Are Recruited Through a Fair and Transparent Process

The selection of each worker must be done based on a clear set of criteria and should follow a fair and transparent process to minimize patronage and abuse. The criteria for selection of participants in EPWP Phase 3 are that they:

1. Are willing and able to take up the offered work,
2. Can be categorised as poor,
3. Are unemployed or underemployed, and
4. Live close to the project area (i.e. local).

2.2 Adherence to the Minimum Wage

This principle calls for adherence to the EPWP Minimum wage and employment conditions under the EPWP Ministerial Determination. The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment for the EPWP and implementers must comply with its requirements. All EPWP Coordinating structures will collaborate with the DOL in monitoring compliance by implementers.

2.3 Work provides or enhances public goods or community services

The work output of each EPWP project should contribute to enhancing public goods or community services. A record of outputs forms part of reporting for all EPWP Phase 3 projects and programmes. All projects and programmes must measure and report the productivity and outputs of all work to achieve meaningful impact and ensure the state receives value for money. The M&E framework provides details of sector specific output indicators to be reported.

2.4 Compliance with minimum labour-intensity appropriate to Sector

A minimum labour-intensity benchmark appropriate to each sector has been set. Furthermore, programmes within each EPWP Sector have their own minimum labour intensity threshold. It cannot be over-emphasised that the minimum labour intensity is not the default target that should be achieved, but the lowest threshold, above which the target must be set. There is no maximum labour intensity defined as this will be dictated by the type and nature of the project. However, in any case labour intensity cannot exceed 100%.

Projects that do not comply with this standard will be supported to increase their labour intensity. However, if they still fail to achieve their minimum labour intensity they shall be excluded from the final report. Appendix D provides details of minimum labour intensity thresholds for each sector and their programmes.

3 EPWP CROSS CUTTING ISSUES

3.1 Convergence

More emphasis will be placed on convergence between sectors in the implementation of EPWP Phase 3.

The rationale for Convergence is that;

- It will build synergies within EPWP.
- It will reduce duplication and overlap of programmes.
- Convergence will reduce potential for duplicate reporting of the same work opportunities.
- Maximum benefits will be achieved in the implementation of projects through alignment of sectors and programmes within sectors.

Areas of Convergence in EPWP include the following;

- Recruitment and selection – in accordance with the standard EPWP recruitment procedures;
- Payment of stipends and wages - all sectors to pay at least the EPWP minimum wage;
- Convergence between and amongst sectors – e.g. joint planning and pooling of resources;
- Convergence between and amongst programmes within the same sector e.g. uniform norms and standards; and
- Business process convergence – e.g. planning, financing, reporting, branding.

3.2 Sustainable Livelihoods

In EPWP, Sustainable Livelihoods are supported both during participation in the programme and post participation. EPWP participants receive income to sustain themselves and their dependants. Furthermore, skills acquired from the programme can be used for future employability and/or entrepreneurship initiatives.

Infrastructure is one of the core elements of sustainable livelihoods, both during the construction and maintenance phases of the assets. It consists of changes to the physical environment that help people to meet their basic needs and to be more productive. EPWP promotion of the following components of infrastructure are essential for sustainable livelihoods:

Secure shelter and buildings;

Adequate water supply and sanitation;

Clean, affordable energy;

Access to information (communications); and

Affordable transport.

3.3 Green Jobs

Green Jobs can be created through a deliberate choice of materials, processes and work methods that rely mainly on renewable sources.

The following are examples of infrastructure related elements that can create Green Jobs.

Green Buildings

- Retro fitting using Green materials
- Thermal Insulation to reduce energy demand
- Solar energy system
- Rain water harvesting and storage
- Water saving devices

Roads Infrastructure (Construction & Maintenance)

- Drainage structures and protection works using natural and locally-based resources
- Appropriate choice of technology and construction materials
- Non-motorised transport infrastructure e.g. Sidewalks and cycle lanes

Water

- Stormwater management infrastructure
- Irrigation infrastructure
- Water harvesting infrastructure

Energy

- Renewable energy e.g. Solar, wind, wave, hydro
- Efficient lighting (new construction and retrofitting)

Erosion Protection

- Slope Protection e.g. Grassing
- Gully Protection e.g. Use of local rock materials
- Construction of Gabions

Waste Management

- Recycling Infrastructure

4 RESPONSIBILITIES OF THE PUBLIC BODY

4.1 Selection of projects

The public body must implement EPWP projects not limited to the following types of infrastructure labour-intensively, in accordance with these guidelines (see Appendix B):

- roads
- sidewalks and non-motorised transport infrastructure
- stormwater drainage;
- water and sanitation
- buildings
- landscaping; and
- electricity

Where such projects contain a significant amount of the construction/maintenance activities for which the use of labour is specified, the Generic Labour-Intensive Specification in section 5.5 should be applied, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is expected to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix C).

4.2 Large Projects

A Large Project is an infrastructure project with a value of more than R 30 million (including VAT) that involves the use of labour-intensive methods on a significant scope of work to maximise the creation of work opportunities. Large projects can be singular or aggregation of smaller projects, culminating in a monetary value of at least R 30 million. For singular large projects, only the scope of works that can be implemented labour-intensively is reported under the EPWP. For aggregated large projects, the entire scope is considered to be amenable to use of labour-intensive methods. Large Projects should be designed and packaged to promote participation of small to medium term contractors.

4.3 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme, the public body must set a rate of pay (not less than the minimum EPWP rate as stipulated in the Ministerial Determination) for workers to be employed on EPWP projects.

The following principles should be considered when setting rates of pay for workers:

- The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure the desired quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*

- *Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

The minimum wage is reviewed annually effective 1st November of each year. The review is based on the inflation and the new wage rate is announced six weeks before it becomes effective.

As per the Code of Good Practice for Employment and Conditions of Work for the Expanded Public Works Programme, task rates are applicable with recommended rates as shown in Appendix G.

4.4 Appointment of consulting engineers/ project managers and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix C);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix C); and
- iii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix C).
- iv) consultants are expected to sign an undertaking confirming they have complied with EPWP requirements at design and implementation stages. A sample is provided in (Appendix E).

Ideally, everyone involved in the implementation of EPWP projects should be competent in labour-intensive methods of construction and/or maintenance as necessary.

4.5 Participants' Training

Public bodies should ensure that participants employed on their EPWP projects receive accredited training whenever possible. This may be done through submission of training applications to the relevant Regional Office of the Department of Higher Education and Training. Personnel from the National Department of Public Works or Provincial Coordinating Department EPWP units will assist the Public Body to prepare and submit the training applications to relevant Provincial office of the Department of Higher Education and Training or to any other funders like SETAs.

4.6 Monitoring and Reporting

Public bodies must ensure effective monitoring of the labour-intensive activities and reporting of EPWP projects on the EPWP reporting system. For effective project monitoring, the Compliance Checklist provided in Appendix F is recommended for use by Public Bodies.

5 CONTRACT DOCUMENTATION FOR CONSULTING ENGINEERS/ PROJECT MANAGERS AND CONTRACTORS FOR LABOUR- INTENSIVE CONSTRUCTION/MAINTENANCE PROJECTS

5.1 General

All the standard forms of contract listed in the CIDB Standard for Uniformity in Construction Procurement may be used for labour-intensive projects. It is not necessary to create new forms of contract or to amend the approved forms of contract to implement labour based works.

Requirements for labour-intensive works need to be established in the scope of works, special conditions of contract and specifications associated with contract documentation.

The approved standard forms of contract for professional services use different terms to describe the parties to the contract. These guidelines use the terms employer and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction/maintenance contracts.

5.2 Documentation for Professional Services Contracts

The scope of work must establish the manner in which the consultant is to provide the Professional services associated with labour-intensive works.

All services relating to the implementation of the works which are to be provided in terms of these Guidelines are normal services in terms of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the various Built Environment Professions Acts. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.

The following must be included in the scope of works in the contract of employment with a Professional services Consultant:

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Appendix C).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Appendix C).

The Consultant must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of 1 and 2.

3. The Consultant must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (these Guidelines) published by the National Department of Public Works. The Consultant must sign the undertaking (Appendix E) confirming they have complied with EPWP requirements at design and implementation stages.

4. The Consultant shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators with regard to the EPWP projects implemented:
- Project budget and planned output according to EPWP requirements
 - Actual Project Expenditure and actual output according to EPWP requirements
 - Planned and achieved labour intensity
 - Number of work opportunities created
 - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
 - Wage rate earned on project
 - Number of person-days of employment created
 - Copies of Identity documents of workers
 - Number of persons who have attended training including the nature and duration of training provided
 - Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
 - Services provided or delivered in accordance with indicators in the EPWP M & E Framework
5. The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za.
6. The Consultant shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the employer. If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment of the relevant outputs.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
- a) whenever a payment certificate is presented to the Employer for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

5.3 Contract Documentation for the Works

Applicable standard contract documents will apply incorporating specific EPWP/LIC conditions and specifications as outlined below.

EPWP documents and projects should be branded in accordance with the latest Corporate Identity Manual obtainable from www.epwp.gov.za

5.3.1 Notice and Invitation to tender / Conditions of tender

Public bodies must only award contracts to contractors who have demonstrated that they will have in their employ (if awarded the contract) suitably qualified senior and middle supervisory staff to supervise the labour-intensive works during the validity of the contract. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has signed agreements with such staff during the tender evaluation process.

The following must be included in the notice and invitation to tender:	
<i>“Only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders”.</i>	
The following must be included in the tender data in accordance with the provisions of the CIDB Standard for Uniformity in Construction Procurement:	
F.2.1	Only those tenderers who <i>can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract</i> are eligible to submit tenders.
F.2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

5.3.2 Contract Data

The following must be included in the contract data in the contract with the Employer:

<p>Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

5.3.3 Scope of work

Applicable Standard specifications are to be utilised. It is necessary, however, to include certain requirements (special specifications) in the scope of works to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor.

DESCRIPTION OF THE WORKS

1. Employer's objectives

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

2. Labour-intensive works

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

3. Labour-intensive competencies of supervisory and management staff

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

5.4 Labour Issues

In the following sections are some of the considerations that are elaborated in the Code of Good Practice for Expanded Public Works Programme:

5.4.1 Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, in accordance with the Code of Good Practice for the Expanded Public Works Programme and the EPWP Standard Recruitment Directives.

5.4.2 Training of targeted labour

1. The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
2. Accredited training should ideally be provided before commencement or during implementation of a project.
3. The cost of accredited training of targeted labour will be funded through various funding sources such as National Skills Fund from the Department of Higher Education and Training, funds from the Implementing Public body, funding from SETAS etc. This training should take place as close to the project site as practically possible. The Public Body implementing the project must ensure that training applications for participants are made by its relevant project manager assisted by relevant training officials from the National Department of Public Works.
4. The Public Body must ensure that preference of the training of participants in technical skills over life skills is made. In addition, the Public Body is required to maximize opportunities for training of participants carried out before the implementation of projects.
5. The Public Body must ensure that workers who have received training will be placed on the project to work after receiving the training.
6. If a provisional sum for training is made in the contract the contractor shall pay an allowance equal to 100% of the daily wage rate to workers who attend accredited training.

5.5 Generic Labour-Intensive Specification

The Generic Labour-intensive specification below (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) covers activities which are to be performed by hand, and should be included in the scope of works without amendment or modification as set out below.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

5.6 Bill of Quantities

Labour-intensive works must be highlighted in the bills of quantities for the payment items relating to labour-intensive works. The following wording, as appropriate, should be included in the pricing Instructions and in the bills of quantities in the pricing data:

1. Those parts of the works to be constructed using labour-intensive methods should be marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated (as illustrated in the table below). The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
3. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33.07LI	Removal of unsuitable material (including free-haul to 0.5km)	m ³			

6 PLANNING AND IMPLEMENTATION CHECKLIST

6.1 Design of Labour Intensive Works

Cognisance of the following should be taken in the design of labour-intensive works:

1. Project identification – Is the location of the project suitable for labour-intensive construction/maintenance methodology.
2. Earthworks must be designed taking consideration of the labour-intensive construction/maintenance methodology.
3. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
4. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
5. Drawings must be produced and presented in a clear easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible, appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
6. Is there sufficient resources within close proximity of the project – labour and material (within 150m to 5000m from project)?
7. Where the haul distance is greater than 150m, and less than 5000m the use of small volume local transport, should be considered.
8. Excavation in material which may constitute a safety hazard for workers should not be done using labour.
9. Is there any preliminary work required prior to labour-intensive construction/maintenance methods being implemented?
10. Is the design related and supportive of labour-intensive construction/maintenance methodology – such as appropriate information to facilitate manual setting out of the works or setting out information not reliant on sophisticated survey equipment.
11. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg. Men should not lift individual loads exceeding 55kg and for women the limit is 35kg.
12. Are the materials required checked so that labour can easily work with them without unnecessary strain.
13. Stone masonry and grouted stone pitching should be included wherever suitable material is available and structurally suitable, to the exclusion of pre-cast or cast in situ concrete stormwater structures.
14. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
15. Consideration must be given to alternate design of gravity pipework to reduce depth of excavation.
16. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
17. There are appropriate designs for labour-intensive construction/maintenance of low-cost surfacing for roads. Refer to Appendix A for further details.

18. Are the items of work on projects checked for labour-intensive construction and maintenance suitability?
19. Are there any statutory obligations required such as Environment Management Plans (EMP)?
20. Are the site safety conditions not compromised by suggested labour-intensive construction and maintenance methods and are the safety statutory requirements adequate for the number of labour employed?
21. Has the Contractor timely provided the workers with sufficient and good quality handtools?
22. Have procedures been streamlined to ensure prompt payments to the contractor, and workers respectively?
23. Are the supervisory staff suitably qualified?
24. Green Jobs - Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure. This includes materials and physical assets.
25. Is it possible to integrate elements of sustainable livelihoods.

6.2 Task Work and Inclement Weather

If work is stopped due to inclement weather the following is recommended for the EPWP task rated workers;

1. If work is stopped and workers are released they shall be paid as if the day's task was completed.
2. If work is stopped temporarily and the site agent deems it possible to still complete the task on the same day the workers shall complete their task.
3. If the workers are informed not to come to work the following and/or subsequent days they shall not be paid for the days not worked.

7 REPORTING

All EPWP projects have to be registered and progress reports submitted according to agreed formats and timeframes. Appendix H provides forms that are recommended for use by public bodies, consultants and contractors implementing the EPWP.

8 APPENDIX A: SOURCES OF ADDITIONAL INFORMATION

The following sources provide comprehensive information in respect of the following topics:

TOPIC	REFERENCE	OBTAINABLE FROM
Alternative building technologies referred by Agreement SA	<p>Agreement South Africa's Guideline 1, The Manufacture of BESA Blocks.</p> <p>Agreement Open Certificate OC-1/2003. Agreement Open Certificate OC-2/2003. CIDB. Best Practice Guidelines for Labour-based.</p> <p>Methods and Technologies for Employment Intensive Construction Works.</p> <p>Part 3: Section 2- The BESA Building System.</p>	<p>Agreement South Africa www.agreement@csir.co.za</p> <p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>
Brick and block making	<p>CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive.</p> <p>Construction Works. Part 3: Section 1- Precast Concrete Products, Brick and Block Making.</p>	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>
Bituminous Surfacing	<p>Methods and Procedures for Labour Enhanced Construction for Bituminous surfacings Manual 12, 2011. SABITA.</p> <p>Methods and Procedures Labour Enhanced Construction for Bituminous surfacings Manual 11', March 1993. SABITA. Construction of Low Volume Sealed Roads; Good Practice Guide to Labour Based Methods, ILO A. Asare et. al. 2013.</p>	<p>Southern African Bitumen and Tar Association.</p> <p>www.epwp.gov.za</p>
Conditions of Employment	<p>Code of Code of Good Practice for Employment and Conditions of Work for EPWP.</p> <p>Ministerial Determination.</p>	<p>EPWP Branch of the Department of Public Works</p> <p>www.epwp.gov.za</p>
Concrete Block Paved Roads	<p>Publications by Cement and Concrete Institute.</p> <p>Development .Series, Number 8. Development Bank of Southern. Africa. September, 1993.</p>	<p>Development Bank of Southern Africa.</p>
Concrete roads	<p>Low-volume concrete roads by Bryan Perrie.</p>	<p>Cement and Concrete Institute</p> <p>www.cnci.org.za</p>
Earthworks	<p>CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za).</p> <ul style="list-style-type: none"> • Part 2: Labour-based construction methods for earth works. • Appendix 1: Quantitative Employment Data on Selected Construction Activities. 	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>

TOPIC	REFERENCE	OBTAINABLE FROM
Labour-intensive projects and programmes	<p>McCutcheon, RT (ed) (1993). Interim Guidelines for employment-intensive construction projects. Construction and Development Series Number 2.</p> <p>Midrand: Development Bank of Southern Africa, February 1993.</p> <p>McCutcheon, RT and Marshall J (1996). Labour-intensive Construction and Maintenance of Rural Roads : Guidelines for the Training of Road.</p> <p>Builders, Construction and Development Series, Number 14 (Midrand: DBSA, November 1996).</p> <p>McCutcheon, RT and Taylor Parkins, FLM (ed). Employment and high -standard infrastructure. Work Research Centre for Employment Creation in Construction (2003).</p>	<p>Development Bank of Southern Africa</p> <p>School of Civil Engineering, University of the Witwatersrand.</p>
Labour productivities	<p>CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> • Appendix 1: Quantitative Employment Data on Selected Construction Activities. <p>Technical Briefs on Task System, ILO.</p>	<p>Construction Industry Development Board (CIDB) website:</p> <p>www.cidb.org.za under the section "job creation"</p> <p>www.epwp.gov.za</p>
Minimum wages	<ul style="list-style-type: none"> • Wage determination for the Civil Engineering Sector. • Ministerial Determination for EPWP. 	<p>www.safcec.org.za under the section "human resources"</p> <p>EPWP Unit of the Department of Public Works</p>
Monitoring the employment of workers / compliance with the provisions of SANS 1914-5	<p>SANS 10396, Implementing Preferential Procurement Policies Using Targeted Procurement Procedures.</p> <ul style="list-style-type: none"> • Annex G: Implementing employment intensive infrastructure projects which target the increase of employment opportunities generated per unit of expenditure. • Annex J: Third party management support. 	<p>Standards South Africa (division of the South African Bureau of Standards)</p>
Pre-cast concrete works	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive. Construction Works.</p> <ul style="list-style-type: none"> • Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making. 	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>
Preparing procurement documents	<p>CIDB Best Practice Guidelines for Procurement C1: Preparing Procurement Documents SANS 10403, Formatting and Compilation of Construction Procurement Documents.</p>	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation" Standards South Africa (division of the South African Bureau of Standards)</p>
Costing Labour Based Road Works	<p>Guidelines for Costing Labour Based Road Works. ILO. A. O. Asare, 2015.</p>	<p>EPWP website: www.epwp.gov.za</p>

TOPIC	REFERENCE	OBTAINABLE FROM
Roads	<p>CIDB Best Practice Guidelines for Labour-based. Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> • Part 2: Labour-based construction methods for earthworks. • Part 4: Section 4 - Foam bitumen gravel. • Part 4: Section 5 - Cast in-situ block pavements (hyson cells). • Part 4: Section 6 - Emulsion treated gravel. • Part 4: Section 7 - Waterbound macadam. • Part 4: Section 8 - Slurry bound and composite macadams • Part 4: Section 9 - Labour-based methods for unsealed roads. • Appendix 1: Quantitative Employment Data on Selected Construction Activities. • Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013. 	<p>Construction Industry Development Board (CIDB) website: www.cidb.org.za under the section "job creation"</p> <p>EPWP Website: www.epwp.gov.za</p>
Rubble concrete masonry	<p>CIDB Best Practice Guidelines for Labour-based. Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> • Part 4: Section 2 – Rubble masonry dam construction technology. • Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology. 	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>
Stormwater drainage	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</p> <ul style="list-style-type: none"> • Part 4: Section 1 – Labour-based Open Channel Flow Technology. 	<p>Construction Industry Development Board www.cidb.org.za under the section "job creation"</p>
Technical Briefs	<p>Principles for Project Cost Estimating, ILO.</p> <p>EPWP Infrastructure Project Cycle Management, ILO.</p> <p>Roles of Stakeholders During the Various Stages of the EPWP Project Cycle, ILO.</p> <p>EPWP Site Recording for Labour intensive Projects, ILO.</p>	<p>www.epwp.gov.za</p>

TOPIC	REFERENCE	OBTAINABLE FROM
Trenches	<p>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za)</p> <ul style="list-style-type: none"> • Part 2: Labour-based construction methods for earthworks. • Appendix 1: Quantitative Employment Data on Selected Construction Activities. 	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Water Provision, Sanitation, Solid Waste, and Buildings	Labour-Intensive Construction Guidelines for Water Provision, Sanitation, Solid Waste, and Buildings. ILO. D. Tshabalala et al., 2012.	EPWP Website: www.epwp.gov.za

9 APPENDIX B: TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION/MAINTENANCE USING LABOUR-INTENSIVE METHODS

B.1 Roads

The following operations may be carried out using labour-intensive methods:

1. Site clearance.
2. Layer work construction/maintenance including loading, hauling and spreading material.

Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour-intensive methods.

3. Labour-intensive methods may be used when carrying out the following operations:
 - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams.
 - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
 - Slurry treatments to existing or new road surfaces.
 - In situ concrete roads.
 - Segmented block paved roads.
 - Cast in-situ concrete pavements (including Ultra-Thin Reinforced Concrete)
 - Hyson-cells;
 - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls.

B.2 Stormwater

The following operations may be constructed and maintained using labour-intensive construction/maintenance methods:

1. Gabions and Reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels.

B.3 Sewers

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
2. Sewer manhole covers and lids using specially designed pre-cast units.
3. Shallow maturation or facultative pond of a maximum depth of 2m.
4. Sewer pipe work, particularly small bore/ solids free sewers designed and specified to reduce trench depth.

B.4 Water

The following operations may be constructed or maintained using labour-intensive construction/maintenance methods:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of Ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures.
6. Construction of valve and hydrant boxes.

B.5 Haul of Material

Where the haul of any material does not exceed 150m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and offloading can be done by hand.

B.6 Electricity

The following operations may be constructed using labour-intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

B.7 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Alternative building technologies referred by Agrément SA.

B.8 Green Jobs

Principles of Green Jobs should be integrated in the design and implementation of various types of infrastructure mentioned in Sections B.1 to B.7. This includes materials and physical assets.

10 APPENDIX C: REQUIRED SKILLS PROGRAMMES

C.1 Client/ Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards or equivalent QCTO qualifications, as set out in Table C.1.

Table C.1: Skills programme for client / employer staff

Personnel	NQF	Unit Standard Title	Skills Programme Description
Senior management and professionals	7	Develop and Promote Labour-Intensive Construction Strategies or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification
Middle (technical)	5	Manage Labour-Intensive Construction Projects or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

C.2 Consultants

The person responsible for the design and documentation of the labour-intensive works, must have completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualification. (See Table C.2).

The Employer's Representative must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualification. (See Table C.2).

Table C.2: Skills programme for consultants

Personnel	NQF	Unit standard Title	Skills Programme Description
Employer's Representative / Site Supervisor	5	Manage Labour-Intensive Construction Projects or equivalent QCTO qualification	Supervisor Skills Programme against this single unit standard or part qualification
Designer	7	Develop and Promote Labour-Intensive Construction Strategies or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

C.3 Contractors

The unit standards for contractors or equivalent QCTO qualification are outlined in Table C.3.

Personnel	NQF	Unit standard Titles	Skills Programme Description
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques or equivalent QCTO qualification	This unit standard or qualification must be completed, and  any one of the 3 unit standards or part qualifications must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or equivalent QCTO qualification	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or equivalent QCTO qualification	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures or equivalent QCTO qualification	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

11 APPENDIX D: PROGRAMMES, INDICATORS AND MINIMUM LABOUR INTENSITY TARGETS

D.1: EPWP INFRASTRUCTURE PROGRAMMES AND SUB-PROGRAMMES FOR PHASE 3

	Programmes	Sub-programmes
1.	National Youth Service (NYS)	National Youth Service - National National Youth Service - Provincial
2.	Large Projects	Roads and storm water Construction Roads and storm water Maintenance Buildings Construction Buildings Maintenance Water reticulation construction Water reticulation maintenance Bulk water supply Sewer reticulation Electrification Sanitation Other (Must be described)
3.	Municipal Infrastructure	Roads and storm water Construction Roads and storm water Maintenance Buildings Construction Buildings Maintenance Water reticulation construction Water reticulation maintenance Bulk water supply Sewer reticulation Electrification Sanitation Other (Must be described)
4.	Vuk'uphile programme	Roads and storm water Construction Roads and storm water Maintenance Buildings Construction Buildings Maintenance Water reticulation construction Water reticulation maintenance Bulk water supply Sewer reticulation Electrification Sanitation Other (Must be described)

	Programmes	Sub-programmes
5.	Provincial Roads	High volume roads construction High volume roads maintenance Low volume roads construction Low volume roads maintenance Zibambele road maintenance Iterele road maintenance Siyatentela road maintenance Household contractor road maintenance
6	Provincial Infrastructure –Non Roads	Building construction Building Maintenance Dam construction
7.	National / State Owned Enterprises	Building construction Building maintenance Dam construction Bulk water supply Sanitation Energy generation Energy transmission Other (must be described)

D.2: INDICATORS AND RECOMMENDED LABOUR INTENSITY FOR INFRASTRUCTURE PROJECTS

A minimum labour-intensity threshold appropriate to each sector has been set. Furthermore, programmes within each sector have their own minimum labour intensity thresholds according to categories and sub-categories. It cannot be over-emphasised that the minimum labour intensity is not the default target that should be achieved, but the lowest threshold, above which the target must be set. There is no maximum labour intensity defined as this will be dictated by the type and nature of the project. However, in any case labour intensity cannot exceed 100%. Table D1 provides the minimum Labour intensity indicators for all Infrastructure Sector categories.

Table D1: Indicators and Recommended Labour Intensity for Infrastructure Projects

Category	Sub-Category	Indicators	Recommended Minimum Range of LI
Buildings	Construction	No., m ²	10-30%
	Maintenance	No., m ²	20-70%
	Landscaping	m ²	40-70%
Roads and Stormwater – High Volume	Construction/ Upgrading/ Rehabilitation	Km., lane-km	10-30%
	Maintenance – Routine	Km., lane-km, m ²	40-90%
	Maintenance – Periodic	Km., lane-km, m ²	15-40%
	Fencing	Km., m	20-50%
Roads and Stormwater – Low Volume	Construction/ Upgrading/ Rehabilitation (Gravel/ Sealed)	Km., lane-km	15-35%
	Maintenance – Routine	Km., lane-km, m ²	70-90%
	Maintenance – Periodic	Km., lane-km, m ²	20-50%
	Non-Motorized Transport/ Sidewalks (Exclusive of Rehabilitation of Structures)	Km., m ²	15-40%

Stormwater	Construction	Km.	15-30%
	Maintenance	Km.	40-90%
Water Reticulation	Construction	Km.	10-35%
Bulk Water Supply	Construction	Km.	10-25%
Sewer Reticulation	Construction	Km.	10-35%
Sanitation	Construction	No.,	10-30%
Water and Sewer Reticulation Maintenance *	Maintenance	Km., No.	15-40%
Solid Waste Management	Land Fill Sites	m ³ , m ² , No.	10-25%
Electricity	Reticulation	Km., No. of Households/ Units	20-40%
	Generation	**	**
Railway	Lines Refurbishment	Km.	10-30%

* Minimum labour intensity for water and sewer reticulation Maintenance requiring heavy plant/equipment should be treated on a case by case basis.

** For energy generation the indicators and minimum labour intensity will be determined on a case by case basis as there are many options for energy generation.

D.3: OTHER INDICATORS FOR INFRASTRUCTURE SECTOR SERVICES AND ASSETS

National Youth Service and Building Maintenance Programme

SERVICE	INDICATORS
Employment	No. of Work opportunities
Class room Training	No. of certificates issued
Work placement	No. of youth placed
Exits	No. of workshops held, youths exit

Vuk'uphile Contractor Development Programme

ASSET	INDICATORS
Employment	No. of Work opportunities
Learnership	No. of people trained
Work placement	No. of contractor entities developed
Exits	No. of learners exited

State Owned Enterprises

ASSET	INDICATORS
Water pump stations	No. of pump stations
Dams	No. of dams
Power stations and substations	No. of Power stations/substations
Railway station maintenance	No. of stations

12 APPENDIX E: CONSULTANT'S COMPLIANCE DECLARATION

Public bodies shall use the form (E1) as a guideline for agreements with consultants responsible for designing; and (E2) for project managers supervising implementation of labour-intensive projects.

E.1: EPWP Project Design Compliance Declaration

(to be inserted in Consultancy Agreement and filled-in by Consultant¹)

Name of Implementing Agency:				FY.....	
Project Name:	.....			Project/Contract No.:	.....
Consulting Firm:	.....			Project Manager:	.....
Stage/ Element/ Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No
			EPWP Clause	Page	
Qualification and Experience of Service Providers	Consultant Qualified in terms of EPWP Guidelines	Relevant NQF Qualification and Experience for Designers and Supervisors of LI Projects	Appendix C. Table C.2		
Design	Design compliance to EPWP	Design amenable to use of Labour-Intensive Methods			
	Labour intensity (LI)	Minimum L.I. Set & included in Tender document	Appendix D Table D1		
	Optimization of employment Creation	<ul style="list-style-type: none"> - Use of materials with high LI - Identification of L.I. work items in Bills of Quantities - Labour-Intensive Work Methods - Appropriate Tools and Equipment - Applicable task rates based on site conditions - Convergence with other Programmes and Sectors - Green Jobs - Sustainable Livelihoods 			
Standard EPWP-complaint Tender & Contract Document	Standard EPWP-Compliant Procurement Doc. adapted to specific project	Rate of pay set by Implementing Agency in Tender Document	2.2		
		Tender Eligibility	3.3.1		

		Contract Data	3.3.2		
		Scope of Works	3.3.3		
		Demographic requirements			
		Code of Good Practice for EPWP; Applicable labour laws, health & safety and environmental requirements	3.3.2		
		Pricing Instructions on L.I.	3.3.4		
		SANS 1914-5 Recruitment of Local Labour			
		Generic L.I. Specification			

Declaration:

I,(*Name of Designer*) hereby certify that the above-mentioned project has been appropriately designed; procurement documents and reporting templates prepared in accordance with the "Code of Good Practice for EPWP" and the latest edition of "EPWP Guidelines for Implementation of Infrastructure projects", in order to optimise employment creation to achieve the stipulated minimum project Labour Intensity (LI).

Signature:

Date:

E.2.: EPWP Project Supervision Compliance Declaration

(to be inserted in Consultancy Agreement and filled-in by Consultant/Project Manager)

Name of Public Implementing Body:

FY.....

Project Name:	.....		Project/Contract No.:	.....
Consulting Firm:	.....		Project Manager:	.....
Stage/Element/Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No
			EPWP Clause	Page	
Project Management	Supervision, Monitoring & Evaluation	Records per EPWP Reporting System	3.2		
		Registration of Project on Reporting System			
		Compliance on:			
		- Code of Good Practice for EPWP			
		- L.I items			
		- Quality standards achieved			
		- Convergence with other programmes and sectors incorporated			
		- Green Jobs Principles incorporated			
		- Sustainable Livelihood Principles incorporated			
	Certification of Works: Payment Certificates include EPWP Report	6 – Consultant Scope of works			

Declaration:

I,(Name of Supervising Consultant/ Project Manager) do certify that the project has been supervised in compliance with all EPWP requirements in accordance with the "Code of Good Practice for EPWP" and the latest edition of "EPWP Guidelines for Implementation of Infrastructure projects", have optimised employment creation and achieved the stipulated minimum project Labour Intensity (LI).

Signature: Date.....

13 APPENDIX F.1: IMPLEMENTING PUBLIC BODY MONITORING COMPLIANCE TEMPLATE

EPWP Compliance Checklist to be filled in by Public Implementing Body (I.B.)

Name of Public Implementing Body:

FY:.....

Institutional /Business Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No
			EPWP Clause	Page	
IDP/ Strategic Planning	Project Selection/ Prioritization	Policy Statement on Construction Method for applicable IDP Projects	2.1		
Institutional Capacity	Institutional Structure	Political & Administrative Structure in Place	EPWP Policy Guideline		
		EPWP Champion Appointed			
		EPWP made part of Key Performance Areas(KPAs) of Senior Management			
	Qualification of Staff	I.A. Staff meet qualification requirements	Annex C. Table C.1		
Supply Chain Management & Business Process/ Procedures	Qualification of Service Providers	Service Providers database : Qualification Requirements for Consultants	Annex C. Table C.2		
		EPWP-Compliant Standard documents for Appointment of Consultants	3.2; Annex C, Table C.2		
		EPWP Reporting requirements for Consultants & Contractors	3.2		
		Service Providers database : Qualification Requirements for Contractors	Annex C, Table C.3		
		Streamlined Payment Procedures			
	Standard Procurement Documents	EPWP-Compliant Standard Procurement Documents used incorporating Universal Principles, Convergence, Sustainable Livelihoods and Green Jobs.	3.3		
		EPWP Project Document- Branding	EPWP Corporate Identity Manual		
	Prioritization of EPWP Projects	Project Budget from Conditional Grants sufficient to meet EPWP Projects	DORA Conditional Grant Frameworks		
	Project List/Annual Business Plan	Employment targets estimated per project	Business Plan Annex 1.		
	Annual Procurement Plan	Aligned to EPWP Conditional Grant Framework Timelines	DORA Conditional Grant Frameworks		
Project management	Business Plan	Monitoring Plan/Templates in place	Business Plan		
		Procedure for Registration of Projects on IRS	IRS Procedure		
		Project Bill Boards have EPWP Branding			
	Payments	Timely payments for work done			
		Payment Certificates include EPWP Report	Project Compliance Checklist		

*EPWP Guidelines

Name.....Title.....Signature.....Date.....

14 APPENDIX G: TASK RATES

Appendix G 1 shows typical and indicative task rates ranges for various types of infrastructure activities. Appendix G 2 shows references to detailed information on task rates.

G.1.: TYPICAL AND INDICATIVE TASK RATES

	ACTIVITY	UNIT	TASK RATE RANGE	REMARKS
Road/Building/water and Sanitation works	Bush clearing	m ²	200 - 350	
	Clearing & Grubbing	m ²	100 - 150	
	Stump removal	No.	Day work	Depends on size
	Boulder removal	No.	Day work	Depends on size
	Excavation			
	<i>Soft/loose soil</i>	m ³	2.0 - 4.0	
	<i>Medium</i>	m ³	2.0 - 3.0	
	<i>Stiff/Hard</i>	m ³	1.0 - 2.0	
	<i>Very hard</i>	m ³	0.8 - 1.0	
	Gravel excavation	m ³	1.0 - 3.0	
	Compaction (pedestrian-ride on roller)	m ²	700 - 1000	
	Camber Formation	m ²	60 - 80	
	Loading	m ³	5 - 8	
	Unloading	m ³	8 - 10	
	Spreading /soil	m ³	12 - 15	
	Spreading/Gravel	m ³	8 - 12	
	Wet stone masonry	m ³	0.5 - 1.0	
	Stone pitching	m ²	6 - 10	
	Dry stone masonry	m ³	1.0 - 2.0	
	Gabion (including assembling & placing rocks)	m ³	1.8 - 2.0	
	Concrete/mix & place	m ³	0.5 - 1.0	
	Wheelbarrow haulage (haul distance)			
	0 - 20m	m ³	7.0 - 8.5	
	20 - 40m	"	6.5 - 7.5	
	40 - 60m	"	5.5 - 6.5	
60 - 80m	"	5.0 - 5.5		
80 - 100m	"	4.0 - 5.0		

Road works	Install precast concrete culverts (excavation of trench and backfilling)			
	Ø450 mm	m	1.0 - 1.5	
	Ø 600 mm	m	0.9 - 1.2	
	Ø 900 mm	m	0.5 - 0.8	
	Paving: Concrete block placing	m ²	150 - 200	Team task (10 workers)
	Compaction/block paving units/filling joints	m ²	15 - 25	
	Lay precast kerb units/concrete beam	m	8 - 12	
	Sealing work			
	Cold mix asphalt	m ²	900 - 1,000	Team task (16 workers)
	Otta seal	m ²	5,400 - 5,500	Team task (60 workers)
	Sand seal	m ²	2,800 - 3,000	Team task (20 workers)
	Modified Otta seal (using emulsion binder)	m ²	1,300 - 1,500	Team task (16 workers)
	Ultra-thin reinforced concrete	m ²	400 - 500	Team task (25 workers)
	Building works	Plastering	m ²	15 - 20
Brick masonry		m ³	0.7 - 1.0	
Formwork		m ²	15 - 22	
Ceiling work including brandering		m ²	25 - 30	
Roof Coverings		m ²	30 - 35	
Tiling/glazed tiles to walls		m ²	15 - 20	
Tiling/Ceramic tiles to floors		m ²	18 - 22	
VA tiles to floor		m ²	70 - 80	
Glazing/4mm Clear float glass		m ²	28 - 32	
Paint/On ceilings		m ²	30 - 34	
On walls		m ²	35 - 40	
On doors/door frames		m ²	15 - 20	
On Windows with metal bars		m ²	25 - 30	
Two coats of varnish to woodwork		m ²	30 - 35	

Routine road maintenance	Cut grass /on verge/ side drains	m ²	100 - 150	
	Clean culvert /inlet, outfall	m ³	1.5 - 2.0	
	Clean side/mitre drains	m ³	2.0 - 3.0	
	Repair side drain erosion	m ³	3.0 - 5.0	
	Fill pot holes on carriageway	m ³	2.0 - 3.0	Gravel roads
	Fill ruts/minor gullies on carriageway	m ²	5.0 - 10	
	Grub edge/shoulder	m ²	80 - 100	
	Repair shoulder erosion	m ²	5.0 - 10	
	Repair culvert headwalls	No	Day work	

G.2. REFERENCE TO DETAILED INFORMATION ON TASK RATES

Category	Operation	References: Source documents	Tables-Figures-	Pages
Roadwork				
Construction	Earthwork/formation	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007- Manual 3	Table	PP 110-111
	Earthworks	<i>Best practice guide labour-based methods and technologies for employment intensive construction works</i> January 2002 (document commissioned by the department of public works (construction industry development programme	Table G 1 & G2 Table N1 & O 1	Page 1.19 Page 1.39-41
	Earthworks	Labour-based technologies and methods for employment intensive construction works best practice guideline 2 labour-based construction methods for Earthworks April 2004	Table 1 & 2	PP 3-4
			Table 8 & 9	Page 13
			Table 10	Page 14
			Table 12	Page 15
		Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 4-4 Table 4-17	Page 4-5 Page 4-20

Category	Operation	References: Source documents	Tables-Figures-	Pages
	Drainage structures (Concrete & masonry works)	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5		Page 100
	Concrete block paving	<i>Best practice guide labour-based methods and technologies for employment intensive construction works</i> January 2002 (document commissioned by the department of public works (construction industry development program	Table C1 Table A 13 and 14	Page 1.15 Page 1.9
	Gravel surfacing	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 3	Table -Module 6	PP 110-111
	Stone pavement	<i>Best practice guide labour-based methods and technologies for employment intensive construction works</i> January 2002 (document commissioned by the department of public works (construction industry development program	Table F 1	Page 1.18
	Pavement/layer works (bituminous pavement seals)	Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 8-23	Page 8-56
		Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 4	Table –Module 7	PP 90-91
		Construction of Low Volume Sealed Roads – Good Practice Guide to Labour-Based Methods, ILO A. Asare et. al. 2013	Table 5-6 Table 8-25	Page 5-23 Page 8-59 & 60

Category	Operation	References: Source documents	Tables-Figures-	Pages
		<p><i>Best practice guide labour-based methods and technologies for employment intensive construction works</i> January 2002 (document commissioned by the department of public works (construction industry development program)</p>	<p>Table J1 Table N1</p>	<p>Page 1.21 Page 1.40</p>
	Concrete and masonry drainage works and structures	Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5	Table -- Module 8	Page 100
Maintenance	Road Maintenance	<p>Common Routine maintenance activities</p> <p>Study on Enhancing Labour Intensity in the Expanded Public Works Programme Road Infrastructure Projects South Africa 2012</p>	Table 1 Table 2	Page 3-4 Page 5
		<p>Maintenance of minor roads using the length man contractor system; Jones, T E and R C Petts, 1991. Maintenance of minor roads using the lengthman contractor system. <i>Fifth International Conference on Low Volume Roads, Raleigh North Carolina, 19-23 May 1991. Transportation Research Record 1291, Volume 1.</i> Washington DC: Transportation Research Board, National Research Council, 41-52.)</p>	Figure D1.1 and D1.2	
		<p>Labour-based Road Works Technical Manual: Appropriate Technology Unit (ATU) Tanzania Ministry Of Works</p> <p>International Labour Organization (ILO) & Intech-Associates Consulting Engineers: May 1997</p> <p>Productivity Standards for Routine Maintenance and Routine Maintenance Productivity Guideline</p>		

Category	Operation	References: Source documents	Tables-Figures-	Pages
	Road and drainage works	<p><i>Productivity Norms for Labour-Based Construction. ASIST Information Service Technical Brief No. 2. International Labour Organisation 1998.</i></p> <p><i>Includes Roadwork and drainage Productivity Norms Data from countries.</i></p>	Tables M1-22	
Building/ Housing related works	Various activities	<p><i>Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development programme)</i></p>	Table-1 Table A 1-6	Page 3 PP-1.1-1.5
	Concrete and masonry drainage works and structures	<p>Implementing Employment Intensive Road Works – A CIDB Practice Manual, March 2007-Manual 5</p>	Table –Module 8	Page 100
Water and sanitation	Storm water drainage	<p><i>Best practice guide labour-based methods and technologies for employment intensive construction works January 2002 (document commissioned by the department of public works (construction industry development programme)</i></p>	Table H1	Page 1.20

15 APPENDIX H: EPWP REPORTING FORMS

H.1A: NATIONAL / PROVINCIAL REGISTRATION FORM

This form refers to the project plan, before the start of the project – Not the actual project information

Field requested	Description if needed	Please complete this section
Project name		
Public Body (National Department /Province) Reference number	The number used by the public body to identify the project. This number has to be unique for every project	
Project name	The project name needs to be unique for projects	Select one and mark with a X
Project type:	Provincial	
	National	
Project location		
Province	Indicate in which Province the project will be implemented	
District Municipality/ Metro	Indicate in which district/Metro Municipality the project will be implemented	
Local Municipality / Metro region	Indicate in which local municipality the project will be implemented	
Primary Ward	Indicate in which ward the project will be implemented. If the project is implemented in more than one ward, then name the wards in "describe project location"	
Enter the name of the Municipal Area	Indicate in which municipal area the project will be implemented	
Describe the project location	Short description, including the area or ward within the municipality	
Project Ownership and Location		
Project Ownership		Select one and mark with a X
Public Body Type	Provincial Department	
Project owner (Who is funding the project)	This refers to the provincial department who is providing the money. It cannot be a metro, district or municipality.	
Department in the public body that is responsible for the project	This refers to the department within the provincial department	

Field requested	Description if needed	Please complete this section
Implementing public body type (Implementer)	<i>This can be the same provincial department, another provincial department, a metro, district or municipality.</i>	
Project implementer	<i>The name of the provincial department, metro, district or province</i>	
Implementing department	<i>This refers to the department within the public body who is responsible for the implementation of the project</i>	
Project Implementation		
Source of Reference number	<i>Indicate the source of the reference number.</i>	
IGP Registered?	<i>Indicate yes/no</i>	
If the project is IGP registered, what is the IGP reference number?	<i>Provide the IGP number</i>	
EPWP Information		
Choose EPWP Programme		Select one EPWP Programme and mark with a X
	-Not part of a programme-	
	Contractor Development	
	Facilities & Infrastructure Development Programme	
	Housing Delivery	
	Labour Based Construction Programme	
	Labour-Intensive Programme	
	EPWP Provincial	
	MIG	
	NYS Provincial	
	National Youth Service	
	Subsidised Housing	
	Vuk'uphile	
	Vukuzakhe	
	Zibambele	
	Community based	
	NGO	

Field requested	Description if needed	Please complete this section
Project Priority		Select one priority and mark with a X
	1: Labour-intensive and training	
	2: Vuk'uphile learnership	
	3: Labour-intensive, no training	
	4: Other	
	5: Large Projects	
	6: Provincial Access Roads	
	7: EPWP Provincial Maintenance	
	8: EPWP High Volume	
Sector	Infrastructure	
Project sub-sector	Please choose from the following:	Select one sub-sector and mark with an X. If sub-sector is other, then mark with an X and provide name of "other"
	Infrastructure Roads	
	Ground Rehabilitation	
	Roads and Stormwater	
	Settlements and Services	
	Housing	
	Park Development	
	Water Infrastructure Upgrade	
	Sewer upgrade	
	Pipelines	
	Stormwater drains	
	Sidewalks	
	Multipurpose	
	Other	
	Lights Reticulation	
	Paving of parks	
	Parking lots	

Field requested	Description if needed	Please complete this section
If Other, describe		
Project details		
Estimated project start date	Provide start date of the project. This is the construction start date	
Estimated project end date	Provide estimated project end date.	
Please give a short project description	Short description, no longer than one line.	
Project type:	Infrastructure	
Project Environment		Select one project environment and mark with a X
	Urban	
	Rural	
	Both Urban and Non-Urban	
Budget allocated		
Source of funds	Which organisations will be contributing to the funding of the project? Please choose from the following:	Select one or more sources of funds and mark with a X
	Donors	
	EPWP	
	IGP	
	Loans	
	National	
	Provincial Capital Budget	
	Provincial Department	
	Provincial Maintenance Budget	
	Up-scaling Grant	
Total Amount of budget	Provide budget amount	
Project Contact in public body		
Name and Contact		
Title:	Provide information	
Surname:	Provide information	

Field requested	Description if needed	Please complete this section
Initials:	Provide information	
E-mail address	Provide information	
Cellular:	Provide information	
Telephone (Office):	Provide information	
Fax:	Provide information	
Cellular:	Provide information	
Physical Address	Provide information	
Postal Address: (if different from Physical)	Provide information	

H.1B: MUNICIPAL REGISTRATION FORM

This form refers to the project plan, before the start of the project – Not the actual project information

Field requested	Description if needed	Project name	Please complete this section
Public Body (Municipal) Reference number	The number used by the public body to identify the project. This number has to be unique for every project		
Project name	The project name needs to be unique for projects		
Project type.	Municipal		Select one and mark with a X
Project location			
Province	Indicate in which Province the project will be implemented		
District Municipality/ Metro	Indicate in which district/Metro Municipality the project will be implemented		
Local Municipality / Metro region	Indicate in which local municipality the project will be implemented		
Primary Ward	Indicate in which ward the project will be implemented. If the project is implemented in more than one ward, then name the wards in "describe project location"		
Enter the name of the Municipal Area	Indicate in which municipal area the project will be implemented		
Describe the project location	Short description, including the area or ward within the municipality		
Project Ownership and Location			
Project Ownership			
Public Body Type			Select one and mark with a X
Project owner (Who is funding the project)			
Department in the public body that is responsible for the project	This refers to the department within the municipality		
Implementing public body type (Implementer)	This must be a district, local or metro municipality		
Project implementer	The municipality responsible for implementing the project.		
Implementing department	This refers to the department within the municipality who is responsible for the implementation of the project		

Field requested	Description if needed	Please complete this section
Project Implementation		
Source of Reference number	<i>Indicate the source of the reference number.</i>	
IDP Reference Number allocated to the project		
MIG Registered?	<i>Indicate yes/no</i>	
If the project is MIG registered, what is the MIG reference number?	<i>Provide the IGP number</i>	
EPWP Information		
Choose EPWP Programme		Select one EPWP Programme and mark with a X
	-Not part of a programme-	
	Contractor Development	
	Facilities & Infrastructure Development Programme	
	Housing Delivery	
	Labour-Based Construction Programme	
	Labour-Intensive Programme	
	EPWP Provincial	
	MIG	
	NYS Provincial	
	National Youth Service	
	Subsidised Housing	
	Vuk'uphile	
	Vukuzakhe	
	Zibambele	
	Community based	
	NGO	
Project Priority		Select one priority and mark with a X
	1: <i>Labour-intensive and training</i>	
	2: <i>Vuk'uphile learnership</i>	
	3: <i>Labour-intensive, no training</i>	

Field requested	Description if needed	Please complete this section
	4: Other	
	5: Large Projects	
Sector	Infrastructure	
Project sub-sector	Please choose from the following:	Select one sub-sector and mark with an X. If sub-sector is other, then mark with an X and provide name of "other"
	Infrastructure Roads	
	Ground Rehabilitation	
	Roads and Stormwater	
	Settlements and Services	
	Housing	
	Park Development	
	Water Infrastructure Upgrade	
	Sewer upgrade	
	Pipelines	
	Stormwater drains	
	Sidewalks	
	Multipurpose	
	Other	
	Lights Reticulation	
	Paving of parks	
	Parking lots	
If Other, describe		
Project details		
Estimated project start date	Provide start date of the project. This is the construction start date	
Estimated project end date	Provide estimated project end date.	
Please give a short project description	Short description, no longer than one line.	
Project type:	Infrastructure	
Project Environment		Select one project environment and mark with a X

Field requested	Description if needed	Please complete this section
	Urban	
	Rural	
	Both Urban and Non-Urban	
Budget allocated		
Source of funds	Which organisations will be contributing to the funding of the project? Please choose from the following:	Select one or more sources of funds and mark with a X
	District Municipality	
	Donors	
	EPWP	
	IGP	
	Loans	
	Local Municipality	
	MIG	
	National Department	
	Provincial Department	
Total Amount of budget	Provide budget amount	
Project Contact in public body		
Name and Contact		
Title:	Provide information	
Surname:	Provide information	
Initials:	Provide information	
E-mail address	Provide information	
Cellular:	Provide information	
Telephone (Office):	Provide information	
Fax:	Provide information	
Cellular:	Provide information	
Physical Address:	Provide information	
Postal Address: (if different from Physical)	Provide information	

H.2A: NATIONAL/PROVINCIAL SUBMISSION FORM

This form refers to the project plan, before the start of the project – Not the actual project information

Field requested	Description if needed	Comment
Budget		
Source of funds	Which organisations will be contributing to the funding of the project and how much will each organisation contribute? Please choose from the following:	Budget amounts
	Donors	
	EPWP	
	IGP	
	Loans	
	National	
	Provincial Capital Budget	
	Provincial Department	
	Provincial Maintenance Budget	
	Up-scaling Grant	
What will be the annual budgets of the project?	Per national financial year. Take into account all financial years in which this project will be active.	Annual budget amount
	15/16	
	16 / 17	
	17 /18	
	18 /19	
	19/20	
Milestones		
Milestone	Will this milestone be measured (Yes / No)	Target Date
Project approved		
Consultant appointed		
Detailed Design specifications approved		
Tender report approved		
Construction started		
Implementation complete		

Field requested	Description if needed	Comment
EPWP Indicators		
<i>Indicate Yes or No</i>		
Indicator		
Consultant contract compliant with EPW guidelines		
Contractor compliant with EPW requirements		
Exit Strategy		
Branding Compliant		
Planned EPWP Infrastructure outputs		
Output	Tick if applicable	Measure in km / sqm / no etc - Indicate value i.e. km of roads to be constructed
Km of roads constructed to standard		
Km of pipelines installed to standard		
Km of storm water drains constructed to standard		
Km of sidewalks constructed to standard		
No of bridges		
No of connections		
No of pipe / box culverts		
No of pump stations		
No of Reservoirs		
No of retention dams		
No of standpipes		
No of transfer facilities		
No of VIP's		
Sqm of bus ranks		
Sqm of community hall		
Sqm of landfill site		
Sqm of taxi ranks		
Sqm of treatment works		
Sqm of buildings		
Sqm of Grass cutting		

Field requested	Description if needed	Comment
Km of fencing		
Sum of Clinic Construction and Rehabilitation		
Number of classroom construction and rehabilitation		
Planned training		
Accredited courses		
Cost estimate	Provide information if available	
Number or person training days	The total number of days for all persons to attend training	
Number of people to attend	The total number of people that will attend training	
Number of women to attend	This includes adult women and youth women	
Number of youth to attend	All persons aged 35 and under	
Non-accredited		
Cost estimate	Provide information if available	
Number or person training days	The total number of days for all persons to attend training	
Number of people to attend	The total number of people that will attend training	
Number of women to attend	This includes adult women and youth women	
Number of youth to attend	All persons aged 35 and under	
Planned labour		
Employment generation details	Planned Number of Person days of employment	Planned Persons to be Employed
Adult men		
Adult women		
Youth men		
Youth women		
Disabled		
Planned labour		
Minimum daily wage	As per the contract document	R
Planned number of employees from the indigent list	Has this public body specified that a number of persons from the indigent list have to be employed? If so, what number of persons?	

H.2B: MUNICIPAL SUBMISSION FORM

This form refers to the project plan, before the start of the project – Not the actual project information

Field requested	Description if needed	Comment
Budget		
Source of funds	Which organisations will be contributing to the funding of the project and how much will each organisation contribute? Please choose from the following:	Budget amounts
	District Municipality	
	Donors	
	EPIWP	
	IGP	
	Loans	
	Local Municipality	
	MIG	
	National Department	
	Provincial Department	
What will be the annual budgets of the project?	Per national financial year. Take into account all financial years in which this project will be active.	Annual budget amount
	15/16	
	16 / 17	
	17 /18	
	18 /19	
	19/20	
Milestones		
Milestone	Will this milestone be measured (Yes / No)	Target Date
Project approved		
Consultant appointed		
Detailed Design specifications approved		
Tender report approved		
Construction started		

Field requested	Description if needed	Comment
Implementation complete		
EPWP Indicators		
<i>Indicator</i>	<i>Indicate Yes or No</i>	
Consultant contract compliant with EPW guidelines		
Contractor compliant with EPW requirements		
Exit Strategy		
Branding Compliant		
Planned EPWP Infrastructure outputs		
<i>Output</i>	<i>Tick if applicable</i>	<i>Measure in km / sqm / no etc - Indicate value i.e. km of roads to be constructed</i>
Km of roads constructed to standard		
Km of pipelines installed to standard		
Km of storm water drains constructed to standard		
Km of sidewalks constructed to standard		
No of bridges		
No of connections		
No of pipe / box culverts		
No of pump stations		
No of Reservoirs		
No of retention dams		
No of standpipes		
No of transfer facilities		
No of VIP's		
Sqm of bus ranks		
Sqm of community hall		
Sqm of landfill site		
Sqm of taxi ranks		
Sqm of treatment works		
Sqm of buildings		

Field requested	Description if needed	Comment
Sqm of Grass cutting		
Km of fencing		
Sqm of Clinic Construction and Rehabilitation		
Number of classroom construction and rehabilitation		
Planned training		
Accredited courses		
Cost estimate	<i>Provide information if available</i>	
Number or person training days	<i>The total number of days for all persons to attend training</i>	
Number of people to attend	<i>The total number of people that will attend training</i>	
Number of women to attend	<i>This includes adult women and youth women</i>	
Number of youth to attend	<i>All persons aged 35 and under</i>	
Non-accredited		
Cost estimate	<i>Provide information if available</i>	
Number or person training days	<i>The total number of days for all persons to attend training</i>	
Number of people to attend	<i>The total number of people that will attend training</i>	
Number of women to attend	<i>This includes adult women and youth women</i>	
Number of youth to attend	<i>All persons aged 35 and under</i>	
Planned labour		
Employment generation details	Planned Number of Person days of employment	Planned Persons to be Employed
Adult men		
Adult women		
Youth men		
Youth women		
Disabled		
Planned labour		
Minimum daily wage	As per the contract document	R
Planned number of employees from the indigent list	Has this public body specified that a number of persons from the indigent list have to be employed? If so, what number of persons?	

H.3: PROGRESS REPORT FORM (NATIONAL, PROVINCIAL AND MUNICIPAL)

Data form for a 12 months period.

	April	May	June	July	August	September	October	November	December	January	February	March
Financial Report												
Expenditure for current month												
EPWP Certified Contractors												
Number of contractors												
Amount Spent												
SMME Contractors												
Number of contractors												
Amount Spent												
	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.
Milestones												
Project approved												
Consultant appointed												
Detailed Design specifications approved												

	April	May	June	July	August	September	October	November	December	January	February	March
Tender report approved												
Construction started												
Implementation complete												
Actual Outputs												
Type of output												
Quantity achieved												
Date achieved												

H.4: PARTICIPANTS INFORMATION (NATIONAL, PROVINCIAL AND MUNICIPAL)

Please provide participants information on this sheet for each month of the year.

Month of report:	Physical Outputs for month:
Contractor Name:	Project Number:
CIPRO company registration number:	Total Project Expenditure for month:
Type of contractor:	Contract Number:
Project Name:	Invoice Number:
Project Type:	Project Start Date:
Source of Funding:	Project End Date:
Province:	Certified by Project Manager:
	Date of certification:

										MONTH		
First name	Initials	Last name	I.D. Number	DOB	Gender	Has disability	Education level	Start date	Number of labour days for the month	Daily wage rate for the month	Total wages paid for the month	Total number of training days for the month
							See codes at bottom of list	dd/mm/yyyy			DO NOT ENTER DATA IN THIS COLUMN	
				dd/mm/yyyy	M or F	Y or N					0	0
											0	0
TOTALS (DO NOT ENTER DATA IN THIS LINE)									0		0	0

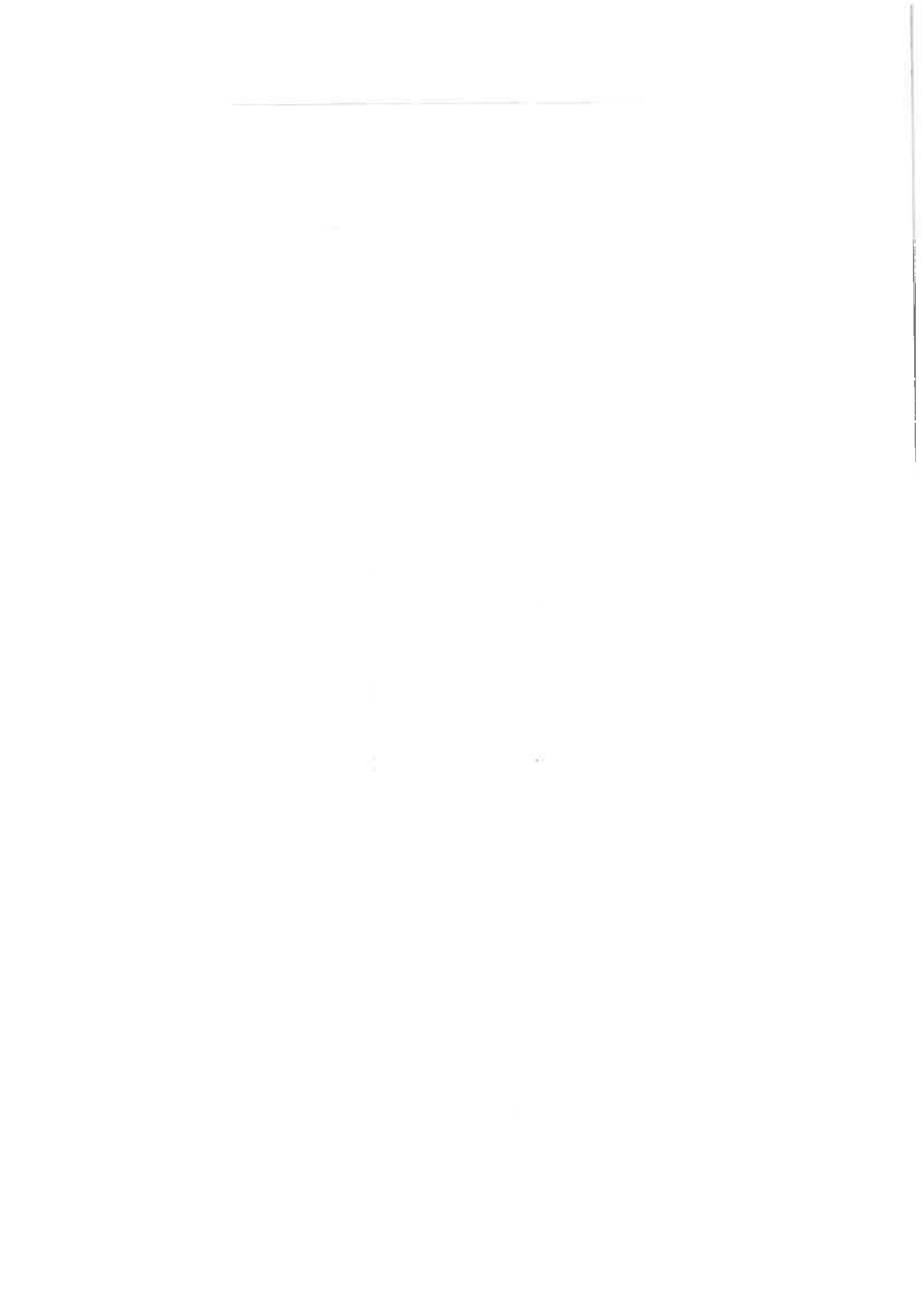
Education Levels -- use the codes (1,2,3) on the excel spreadsheet

- (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
- (7) Grade 9 (Std 7) ABET 4
- (8) Grade 10-11 (Std 8-9)
- (9) Grade 12 (Std 10)
- (10) Post Matric

16 APPENDIX I: EPWP BRANDING FORMAT

30	985	30	30
30	570		
30	125	<p>CONTRACT NO: PROJECT NAME</p>	
200	50	CONSULTING ENGINEER	NTSAKO IYANI AND ASSOCIATES
75	30	CONTRACTOR A	CONTRACTOR A
30		CONTRACTOR B	CONTRACTOR B
		CONTRACTOR C	CONTRACTOR C
		CONTRACTOR D	CONTRACTOR D
		CONTRACTOR E	CONTRACTOR E
		CONTRACTOR F	CONTRACTOR F
		CONTRACT DURATION	
1380		FINANCIERS:	
400		EXPANDED PUBLIC WORKS PROGRAMME INTEGRATED GRANT URBAN SETTLEMENTS DEVELOPMENT	
420	30		

**MINISTERIAL DETERMINATION
FOR EPWP
(Revised 2012)**



GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997**MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

I, Nelsiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.


NM OLIPHANT, MP
Minister of Labour

10/04/2012

SCHEDULE**MINISTERIAL DETERMINATION NO: 3 ; EXPANDED PUBLIC WORKS PROGRAMMES****Index**

1. Definitions
 2. Application of this determination
 3. Sections not applicable to public works programmes
 4. Conditions
-

1. Definitions

1.1 In this determination –

“expanded public works programme” means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste, Working for Tourism, Investing in Culture Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes –

- 3.1 Section 10(2) [Overtime rate]

-
- | | | |
|-----|----------------------|--|
| 3.2 | Section 14(3) | [Remuneration required for meal intervals of longer than 75 minutes] |
| 3.3 | Section 29(h) to (p) | [Written particulars of employment] |
| 3.4 | Section 30 | [Display of employee's rights] |
| 3.5 | Section 41 | [Severance pay] |
| 3.6 | Section 37 | [Notice of termination] |
| 3.7 | Sections 51 – 58 | [Sectoral Determinations] |

4. Conditions

As set out in the ANNEXURE:

ANNEXURE**CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES****1. Introduction**

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

1.2 In this document –

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

2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

3. **Normal Hours of Work**

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

4. **Meal Breaks**

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

5. **Special Conditions for Security Guards**

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Sick Leave

- 8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7 An employer must pay a worker sick pay on the worker's usual payday.
- 8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.

- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9. Maternity Leave

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10. Family responsibility leave

10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of -
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

11.3 An employer must supply each worker with a copy of these conditions of employment.

12. Keeping Records

12.1 Every employer must keep a written record of at least the following -

- (a) the worker's name and position;

- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

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

13. Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

- 13.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. **Deductions**

- 14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 14.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

15. **Health and Safety**

- 15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

15.2 A worker must –

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

16. Compensation for Injuries and Diseases

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

17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.
-

