




VOLUME 3 OF 3

ADDITIONAL SPECIFICATIONS FOR CIDB PROGRAMME

DEVELOPMENT BANK OF SOUTHERN AFRICA

TENDER NO. RFP017/2023


**TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST
HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN
EASTERN CAPE**

	<p>VOLUME 3 OF 3</p> <p>JBCC LUMP SUM</p> <p>THE CONTRACT</p>	<p>Tender No. RFP017/2023- ADDENDUM NO.1</p> <p><i>TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE</i></p>
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C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
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PART A: EXPANDED PUBLIC WORKS PROGRAMME

A1. SCOPE

This part provides the specifications with regard to the following:

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

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

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

A2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

A2.1 Labour enhanced construction, supervision and management for the Expanded Public Works Programme (EPWP)

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


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

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

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

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

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-enhanced construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F4 of this Part F.

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A2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

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

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

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

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

A2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

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

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


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

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

- 60% women;
- 55% youth who are between the ages of 18 and 35; and
- 2% persons with disabilities.

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

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the

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effective supervision of the labour-enhanced works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

A2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

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

F2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

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

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

- per task (for task-rated workers); or
- per day (for time-rated workers).

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

Tasks set by the Contractor shall be such that:


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

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

A2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

A2.7 Contractor's obligations towards persons employed under the Expanded Public Works

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Programme (EPWP)

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

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


A2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

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

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

PPE shall comprise the following:

- (i) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (ii) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site- specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;

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- Protective earplugs and earmuffs;
- Respiratory masks;
- Disposable safety apparel;
- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

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

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

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

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

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

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

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

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

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

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


A2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in chapter 1.3 of the bill of quantities for this purpose.

A2.10 Payment matters relating to the EPWP work

A2.10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in

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terms of the pay items scheduled for the work activities in which such persons are engaged.

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

A2.10.2 Payment for labour-enhanced components of the work

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

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

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

A2.11 Penalty applicable to any shortfall in the local labour content achieved

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

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

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty. The financial penalty shall be calculated as follows:

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

where:

E is the specified minimum percentage for local labour content


E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract

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Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

A3. NATIONAL YOUTH SERVICE (NYS)

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

A3.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

A3.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F2.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

A3.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

A3.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.


A3.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part A of section 3.3 Particular Specifications.

A3.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (i) employ all participants on the list provided by the Employer's project manager;
- (ii) brief NYS workers on the conditions of employment;
- (iii) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (iv) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (v) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

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During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause A2.5 above.

A3.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (i) an induction into NYS and EPWP;
- (ii) life skills training;
- (iii) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (iv) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

A compulsory 10-day life skills training must be provided before commencement of classroom training on NYS. This type of training must be provided by a NYDA accredited service provider as per the National Youth Service Framework from the National Department of Public Works.


The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause A5 below).

A3.8 Contractor's obligations towards persons employed under the NYS programme

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

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

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- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

A3.9 Apparel and tools for NYS workers

The content of clause F2.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in Part A of the bill of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

A3.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause A2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in chapter 1.3 of the bill of quantities for this purpose.

A3.11 Payment matters relating to the NYS work

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


A4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause A4.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause A4.2 below.

A4.1 Type of project data required per project

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

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

A4.1.1 Participant (local labour) data

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

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

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

A4.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:


- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this Part A of section 3.3.
- (b) Summary of monthly attendance.

A4.1.3 Project payment data

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

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

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

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as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

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

A4.1.4 Employment output data

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

- (i) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (ii) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (iii) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (iv) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (v) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (vi) Training information.


A4.2 Project data to be submitted with the Contractor's payment certificates

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

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

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

- (i) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (ii) Certified ID copies of all local labour employed as EPWP participants;
- (iii) Attendance registers for the EPWP participants;
- (iv) Proof of payment of EPWP participants; and
- (v) Information as required in terms of the EPWP Data Collection Tool template.

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A5. PROVISION OF STRUCTURED TRAINING

A5.1 Scope of structured training

In order to avoid duplication of training facilities, the training described in Part B: Small Contractor Development (in those instances where Part B is included in the contract), shall be provided utilising the training facility measured and paid for in accordance with the requirements of this Part A: Expanded Public Works Programme (EPWP).

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

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

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

- (i) The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- (ii) The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

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

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

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


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

A5.2 Training provider and trainers

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

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

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof

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submitted shall include the NQF levels and unit standards for which each trainer is accredited.

A5.3 Skills analysis and selection of targeted EPWP participants

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

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

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

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

A5.4 Structured training programmes

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

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

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

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


A5.4.1 Generic skills training

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

A5.4.2 Entrepreneurial skills training

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

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification

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National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
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A5.4.3 Construction skills training

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

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

A5.4.4 Training programme

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent (or the approval of the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms

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of Part B: Small Contractor Development, where applicable), and the Contractor shall, if so instructed by the Employer's Agent or the PMT, alter or amend the programmes and the course content to meet any additional needs identified.

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

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

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

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

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

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

A5.5 In-service training


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

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

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

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

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

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

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered in the bill of quantities.

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

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

A5.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract.


In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part A or Part B of the Particular Specifications.

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

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

A6. MEASUREMENT AND PAYMENT

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A6.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility

The measurement and payment of training venue facility and transportation of learner shall be in accordance of the contract and bills of quantities

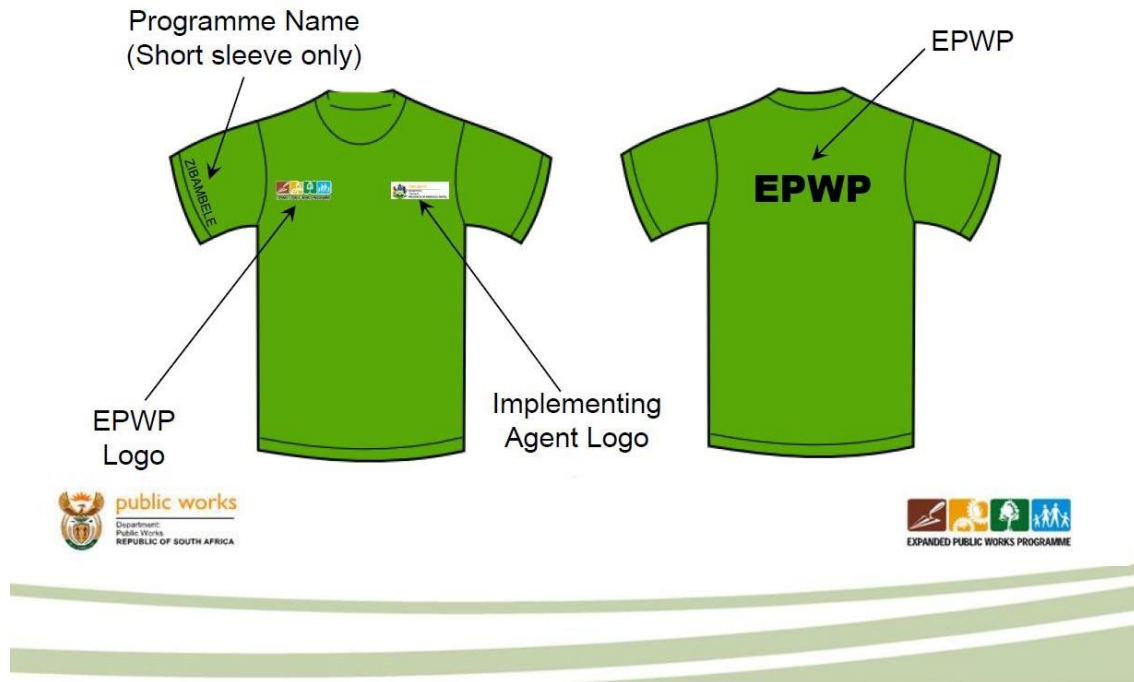
A6.02 Training of learners employed by the contractor or the targeted Enterprise subcontractors:


The measurement and payment of training of learners shall be in accordance of the contract and bills of quantities

A6.03 Payments associated with the NYS programme:

The measurement and payment of NYS learners shall be in accordance of the contract and bills of quantities

T-Shirt/Overall/Safety Vest Branding



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Logo Options

Implementing Agent Examples

National Projects



public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA



transport
Department:
Transport
REPUBLIC OF SOUTH AFRICA



environmental affairs
Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Contains National Coat Of Arms and name

Provincial Department Projects



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



transport
Department:
Transport
Province of KwaZulu-Natal



education
Department:
Education
PROVINCE OF KWAZULU-NATAL

Contains Provincial Coat Of Arms and name

Municipal Projects




Ugu District Municipality



ETHEKEZI MUNICIPALITY


EPWP LOGO




EXPANDED PUBLIC WORKS PROGRAMME

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

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



PLEASE VERIFY WHICH LOGO NEEDS TO USED

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Printing on PPE

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

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.




REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME



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PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

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

Employment Details

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

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

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

1.2. In this document –

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

2. Terms of Work

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

3. Normal Hours of Work

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

4. Meal Breaks

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

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

9. Sick Leave

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

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - 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
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

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

12. Statement of Conditions

- 12.1. 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.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

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

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - 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.
- 14.7. 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.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - 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.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - 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.

17. Compensation for Injuries and Diseases

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


18. Termination

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

19. Certificate of Service


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

Employer	Employee
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	VOLUME 3 OF 3 JBCC LUMP SUM THE CONTRACT	Tender No. RFP017/2023- ADDENDUM NO.1 TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE
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EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)


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

	<p>VOLUME 3 OF 3</p> <p>JBCC LUMP SUM</p> <p>THE CONTRACT</p>	<p>Tender No. RFP017/2023- ADDENDUM NO.1</p> <p>TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE</p>
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EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	

	VOLUME 3 OF 3 JBCC LUMP SUM THE CONTRACT	Tender No. RFP017/2023- ADDENDUM NO.1 TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE
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EPWP BUSINESS FORM		
Field requested	Description if needed	
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	Project Budget	
Project Location		
Province		KZN
District Municipality	Under which District Municipality does this projects falls	
Local Municipality	Under which Local Municipality does this projects falls	
Latitude (in decimal format)	GPS coordinates	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	Such as Municipal or Provincial	Provincial
Reporting public body that is the project owner (and will report on the project)	Which Department approved the project in (education, Health etc.)	
Department / Unit in the Public body that is responsible for the project	Which Department budgeted for the project e.g. Education, Health Directorate	
Implementing public body type	Example(Local Municipality, Distr. Mun or Provincial Dept.	Provincial
Public body that will implement the project	Infrastructure, Environment or Social	
Is this project on the Municipal IDP	Municipal projects	N/A
IDP reference number allocated to the project		N/A

	VOLUME 3 OF 3 JBCC LUMP SUM THE CONTRACT	Tender No. RFP017/2023- ADDENDUM NO.1 TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE
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EPWP Details		
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub-programme?	
Budget Amount-(Allocations for the project duration)		
Funding Body	Which Dept. is funding the project	\
Funding Year	Financial year/s for the project	
Total Budget Amount	(Exclude Professional Fees)	
Incentive Grant(e.g. landcare / EPWP grant)	Grant funding received	
Total wages paid for the duration of the projects	What amount will be spent on wages during the duration of the project	
Wage Rate	Daily Wage rate to be paid during productive work	
Stipend Rate	Daily wage rate to be paid during training	
UIF	The amount being paid to UIF (if applicable)	
COIDA	The amount being paid to COIDA(if applicable)	
Training	What amount will be spent on training	
Administration	The Administration costs	
Equipment and materials	Budget for Materials and Equipment	
Other	If other where chosen describe the other Such as Professional fees)	
Describe other		
Project Outputs and Training		
Planned Primary Output	eg walkways, gabions, kerb * channel, km of road constructed	
Description of Planned Primary Output	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Planned primary output quantity	Specify the quantity of output planned	
Number of persons to be trained	How many persons are targeted for on job training	

	<p>VOLUME 3 OF 3</p> <p>JBCC LUMP SUM</p> <p>THE CONTRACT</p>	<p>Tender No. RFP017/2023- ADDENDUM NO.1</p> <p>TURNKEY CONTRACTOR FOR CONSTRUCTION OF 176 LOW COST HOUSING UNITS IN KWAZULU NATAL AND 7 LOW COST UNIT IN EASTERN CAPE</p>
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Contact person		
Title	Person responsible for the Project in the Public Body (Project Manager)	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

																		2	Participant's personal details
																		First Name as per ID document	
																		Initials	
																		Surname	
																		ID number	
																		Disability (Y/N)	
																		Education Level	
																		Start Date	
																		End Date	
																		Language ID	
																		Address	
																		Cell Number	
																		Government Grant (Y/N) and Type	
																		Other Language 1	Experience/ Literacy
																		Other Language 2	
																		District Municipality	Location Details
																		Local Municipality	
																		Nationality (RSA/ Non- RSA)	Nation- ality
																		Number of people in Household	Household Details
																		Number of Dependants in Household	
																		Number of Children attending school	
																		Picture Clear	Quality Check
																		Text clear	
																		Certification within 3 months of employment	
																		Clear certification Stamp	
																		Commissioner details clear	



VOLUME 3 OF 3

JBCC


THE CONTRACT

Tender No. RFP2012022

CONSTRUCTION OF THE NEW INKOSI MKHUPHUKILE HIGH SCHOOL, UTHUKELA DISTRICT IN KWAZULU-NATAL FOR THE DEPARTMENT OF EDUCATION

[illegible]

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

	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>THE CONTRACT</p>	<p>Tender No. RFP2012022</p> <p>CONSTRUCTION OF THE NEW INKOSI MKHUPHUKILE HIGH SCHOOL, UTHUKELA DISTRICT IN KWAZULU-NATAL FOR THE DEPARTMENT OF EDUCATION</p>
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<p>Give the public body reference and name, and organisational details of the person that provided branding.</p>	<p><i>Public body details (reference & name)</i></p>	
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[illegible]

The Attendance Register for on-site Workers

Reporting month: _____

Project Name: _____

Surname: _____



EXPANDED PUBLIC WORKS PROGRAMME

First Name:


Mobile No: _____

Contract no: _____

IDENTITY NUMBER:

[illegible]

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

	<p>VOLUME 3 OF 3</p> <p>JBCC</p> <p>THE CONTRACT</p>	<p>Tender No. RFP337/2022</p> <p>APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF SIDINGULWAZI PRIMARY SCHOOL ON BEHALF OF THE KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						

PART B: SMALL CONTRACT DEVELOPMENT

B1. SCOPE

This part provides the procedures that relate to the Contractor implementing the Employer's policies and initiatives, enabling the Employer to realise its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works. The approach adopted enables the delivery of a wide range of social and economic deliverables, including the employment of local resources, employment opportunities for labour enhanced works, business opportunities, enterprise support and development programmes, and skills development.

The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified as a contract participation goal by the Employer, for the Contractor to achieve.

B2. DEFINITIONS

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

B2.1 **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), and the Broad-Based Black Economic Empowerment Amended Act, 2013 (Act No 46 of 2013).

B2.2 **"Contract Participation"** means a process whereby the Employer sets a target to achieve its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works.

B2.3 **"Contract Participation Goal (CPG)"** means the value of goods, services and works for which the Contractor contracts Targeted Enterprises and Labour exclusive of any value added tax which the law requires the Employer to pay to the Contractor, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax).

B2.4 **"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, 2003 (Act No 53 of 2003).

B2.5 **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

B2.6 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

B2.7 **"Project Management Team (PMT)"** means a team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

B2.8 **"QSE"** means a qualifying small 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, 2003 (Act No 53 of 2003).

B2.9 **"Target Area"** means the geographic area stated in the Contract Data.

B2.10 **"Targeted Enterprise"** means an entity to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which is:

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans.

B2.11 **“Targeted Labour”** means individuals, employed by the Contractor and subcontractors in the performance of the contract, who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area, and excludes any labour employed by suppliers and manufacturers.

B2.12 **“Youth”** means persons between the ages of 18 and 35.

B3. CONTRACT PARTICIPATION

B3.1 Objective

In order for the Employer to realise its social and development objectives, the Contractor is required to provide business and labour opportunities through the participation of Targeted Enterprises and Labour in the construction of the Works. The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified by the Employer as a contract participation goal, for the Contractor to achieve.

B3.2 Contract Participation process

The Contractor shall engage Targeted Enterprises and Labour in the performance of the contract to the extent that the total monetary value of such engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), is not less than the Contract Participation Goal specified in the contract.

B3.2.1 Contract Participation plan

The Contractor shall submit to the Employer's Agent details of his plan to achieve the Contract Participation Goal with his initial programme in terms of which he will carry out the Works. The Contract Participation plan shall be submitted with all subsequent adjusted programmes. The tender process for the procurement of Targeted Enterprise subcontractors shall be indicated on the programme.

The Contract Participation plan shall indicate the expected delivery dates of goods provided by Targeted Enterprises, and the commencement and completion dates of work and services to be performed by all the Targeted Enterprises and Labour engaged on the contract for the purpose of securing credits towards the Contract Participation Goal.

The information contained in the Contract Participation plan facilitates, in the first instance, the monitoring by the Employer's Agent of the performance of the Contractor in terms of his Contract Participation Goal obligations and, in the second instance, the making of any adjustments by the Contractor to compensate for quantitative underruns, the elimination of items contracted to Targeted Enterprises or Labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer

B3.2.2 Targeted Enterprises

The Contractor shall engage Targeted Enterprises comprising subcontractors and suppliers directly or indirectly in the performance of the contract. Prior to such Targeted Enterprises being engaged, the Contractor shall submit to the Employer's Agent documentation in a form approved by the Employer's Agent, to confirm that the enterprise satisfies the eligibility criteria for recognition as a targeted enterprise.

The Contractor shall enter into written contractual agreements with all the Targeted Enterprises, in a form approved by the Employer's Agent. Copies of such agreements and the written acceptance thereof shall be submitted to the Employer's Agent.

In the case of Targeted Enterprise subcontractors, only those subcontractors procured through a tender process as specified in clause B6 Tender Process for Targeted Enterprise Subcontractor Procurement, shall qualify to have their contribution count towards the Contract Participation Goal.

The Contractor may not subcontract more than 25% of the Contract Price to Targeted Enterprises whose B- BBEE status level of contributor is lower than the Contractor's.

B3.2.3 Targeted Labour

The Contractor shall engage Targeted Labour directly or indirectly in the performance of the contract. It is a requirement of the contract that such Targeted Labour be engaged by means of a written contract, in a form approved by the Employer's Agent.

The requirements for the engagement of such Targeted Labour is contained in Part A: Expanded Public Works Programme.

B3.3 Contract Participation Goal

The Contract Participation Goal comprises two targets, namely subcontracting of the Works to Targeted Enterprises, and employment of Targeted Labour. The Contract Participation Goal targets are stated as a percentage unit of measure in the Contract Data, for the Contractor to achieve to the extent that the total monetary value of such subcontracting and employment engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), are each not less than the respective Contract Participation Goal target stated in the contract.

B3.3.1 Monthly submission of supporting documentation

The Contractor shall prepare and submit on a monthly basis to the Employer's Agent in a form approved by the Employer's Agent, the following:

- (v) a brief report which describes the commercially useful functions performed by the Targeted Enterprises and Labour in the performance of the contract, both during the interim period and on a cumulative basis;
- (vi) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts, and the value of goods provided, and work and services performed over the period for which payment is claimed with respect to each and every Targeted Enterprise; and
- (vii) a schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the Employer's Agent, together with the respective wage rates payable in respect of Targeted Labour, including the monetary value of wages paid both on a cumulative basis and over the period for which payment is claimed.

Should random inspections conducted by the Employer's Agent on Targeted Enterprise and Labour activities indicate that such Targeted Enterprises and Labour are not performing in accordance with the requirements of the contract, the Contractor shall provide, in addition to the monthly reporting requirements, separate weekly resource returns and any other relevant information with respect to such Targeted Enterprises and Labour in a form approved by the Employer's Agent.

B3.3.2 Contract Participation Goal credits

B3.3.2.1 Granting of credits

The Employer's Agent shall certify the value of the credits counted towards the Contract Participation Goal whenever a claim for payment is issued to the Employer, and shall notify the Contractor of the amount. The value of the credits counted shall not include any expenditure on Goods and Labour which forms part of the monetary value of the contributions made by Targeted Enterprise subcontractors.

Credits towards the Contract Participation Goal shall be granted by converting the value of the following (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax), as relevant:

- (iii) subcontracting CPG:
 - the total monetary value of the contributions made by Targeted Enterprise subcontractors in fulfilling contractual obligations; and
 - expenditure on Goods required for the contract, which are obtained from Targeted Enterprise suppliers.
- (iv) employment CPG:
 - the total monetary value of wages paid to Targeted Labour.

B3.3.2.2 Denial of credits

No credits shall be granted should the Contractor make a direct payment to a supplier or manufacturer on behalf of a Targeted Enterprise when such payment is recovered by making deductions from payments to the Targeted Enterprise in connection with the contract; or should the Contractor fail to enter into a written agreement with the relevant Targeted Enterprise.

In addition, credits claimed towards the Contract Participation Goal shall be denied where written contractual agreements contain any of the following:

- (xi) a right to set off in favour of the employing Contractor not provided for by law;
- (xii) authoritarian rights given to the employing Contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- (xiii) payment procedures based on a pay-when-paid system;
- (xiv) a dispute resolution process which does not include inexpensive alternative dispute resolution procedures, such as mediation or adjudication, but which only makes use of formal proceedings such as arbitration or litigation; or
- (xv) conditions which are more onerous than those which exist in the main contract.

Credits shall be denied should Targeted Enterprises not adhere to statutory labour practices or fail to perform commercially useful functions.

B3.3.3 Contract Participation Goal evaluation

The Contractor shall, upon completion of each individual Targeted Enterprise's contract, issue a completion certificate and certify the amount paid to such Targeted Enterprises. The Contractor shall submit the certificates, counter-certified by the relevant Targeted Enterprises, to the Employer's Agent for record-

keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

The Contractor shall, upon termination of the services of the individuals classed as Targeted Labour engaged in activities relating to the performance of the contract, certify the amount paid to such individuals and submit the certificate, counter-certified by the relevant individual, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

On completion of the contract, the Employer's Agent shall determine the final credits to be granted towards the Contract Participation Goal targets, by converting the value of credits (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax)

B3.3.4 Sanctions

In the event that the Contractor fails to substantiate that any failure to achieve any of the Contract Participation Goal targets, is due to quantitative underruns, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty. The subcontracting financial penalty shall be calculated as follows:

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

where

D is the Contract Participation Goal percentage

D_o is the Contract Participation Goal percentage which the Employer's Agent certifies, based on the credits passed, as being achieved upon completion of the contract

C_A contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The evaluation of the Contractor's achievement of the Contract Participation Goal for the subcontracting of the Works to Targeted Enterprises, shall be undertaken monthly by the Employer's Agent based on the accumulative achievements in comparison to the programmed utilisation of Targeted Enterprises, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goals based on the value of the Final Payment Certificate.

B4. DUTIES OF THE EMPLOYER AND PRINCIPAL AGENT

The Employer, Principal Agent, and the Contractor, or their representatives, are parties to the Project Liaison Committee and are co-responsible for successful project Stakeholder and Community liaison. The Employer and the Principal Agent also play a supporting role in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

To implement the Employer's Targeted Labour and Targeted Enterprise goals, the Employer and the Principal Agent shall provide support to the Contractor by executing the following duties:

- (i) Make recommendations to the Contractor in the identification and structuring of the work packages to be subcontracted to Targeted Enterprises, and agree to the scope and extent of the work packages.
- (ii) Verify that the Targeted Enterprise Database(s), have been updated prior to the letting of every new set of subcontracts.
- (iii) Endorse all Databases, and approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
- (iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract work to Targeted Enterprises are executed in a fair and transparent manner, and are in accordance with the Employer's standards.
- (v) Endorse subcontract agreements and ensure that the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
- (vi) Monitor the management of Targeted Enterprise subcontracts and ensure that conditions such as the application of penalties and the termination of contracts, are applied in a fair and transparent manner and within the prescripts of the agreement.
- (vii) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
- (viii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner, and is within the Contract requirements.
- (ix) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.
- (x) Make recommendations to the Contractor in the identification of the training requirements of Targeted Enterprises and Targeted Labour and approve the proposed training programmes.
- (xi) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

B5. SPECIFIC WORK TO BE CARRIED OUT BY TARGETED ENTERPRISE SUBCONTRACTORS

B5.1 Subcontract Scope of Work

It is a requirement of the contract that only those Targeted Enterprise subcontractors procured through a tender process by the Contractor, shall qualify to have their contribution count towards the Contract Participation Goal.

For this particular contract, the work shall be identified after tender award stage, for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal.

The Contractor may need to engage Targeted Enterprises and Labour on other aspects of the Works in order to achieve the Contract Participation Goal.

B5.2 Subcontract work packages

The work activities shall be grouped into varying sizes of work packages according to the CIDB contractor grading designation and class of construction works.

B5.3 Subcontract bill of quantities

The items of work identified for execution by Targeted Enterprise subcontractors will be shown in the bill of quantities after tender award

B6. TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

Note: The tendering process for targeted enterprise under 30% CPG will as far as possible be conducted as per Items B6.1 to B6.6.

B6.1 Subcontract scope of work

The Contractor shall refer construction activities required to execute the Works in terms of the contract, to determine how he intends to unbundle or package specific subcontracts for execution by Targeted Enterprise subcontractors, and shall present his proposal to the Employer and Employer's Agent for approval.

B6.2 Compilation of subcontract tenders

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprise subcontractors for the various work packages, according to the contractor grading designation and class of construction works or specialist works. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprise subcontractors.

The tender documentation shall comply with the Employer's standards, including its standard conditions of tender. The following returnable schedules shall form part of the tender document for submission by tenderers:

- (iii) certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender submission;
- (iv) tax compliance status report;
- ~~(v) B-BBEE verification certificate or sworn affidavit;~~
- (vi) proof of registration on the Central Supplier Database; and
- (vii) compliance with the COID Act.

The tender documents shall also contain the proposed subcontract agreement in accordance with clause G8.1.

The draft tender documents shall be subject to approval by the Employer and Employer's Agent. The Contractor may then proceed with the preparation of tender documents for the work packages.

B6.3 Tender process

The Contractor shall be responsible for advertising the tenders for the work packages, and inviting tenders from Targeted Enterprise subcontractors in consultation with the Employer and Employer's Agent and the

local PSC.

The Employer shall identify the number of work packages which are to be executed by Targeted Enterprise subcontractors from specific designated groups.

The Contractor shall conduct a compulsory briefing session for tenderers, attended by the Employer and Employer's Agent, to explain the Works required and the tender process to the Targeted Enterprise subcontractors.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box, located at the Contractor's site office. The tender opening shall be conducted by the Project Management Team.

B6.4 Tender evaluation

The Project Management Team shall evaluate the tenders according to the Employer's standards. The Contractor shall prepare the tender adjudication report for each subcontract, and submit it to the Project Management Team for review prior to award of each subcontract.

B6.5 Allocation of subcontract work packages

The Project Management Team shall identify responsive tenders received for the various work packages from Targeted Enterprises in the following designated groups:

- (iv) an EME or QSE which is at least 51% owned by black people;
- (v) an EME or QSE which is at least 51% owned by black people who are youth;
- (vi) an EME or QSE which is at least 51% owned by black people who are women;
- (vii) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (viii) an EME or QSE which is at least 51% owned by black people who are military veterans.

The selection of subcontract work packages shall then be made, in consultation with the Employer, in order to comply with the Employer's targeted procurement objectives.

B6.6 Award of subcontract work packages

Following the selection of the Targeted Enterprise subcontractors for the various work packages in consultation with the Employer, the Employer's Agent shall provide written confirmation of the Targeted Enterprise subcontractor selected for each work package, to the Contractor. The Contractor shall award each work package to the respective Targeted Enterprise subcontractor.

B7. GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

B7.1 Obligations

The Contractor shall ensure that he complies with the following obligations:

- (vi) institute a quality assurance system;
- (vii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (viii) provide financial support and other assistance to ensure that Targeted Enterprises

are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, construction equipment and materials;

- (ix) ensure that the contract participation goals and objectives are achieved; and
- (x) make provision for Targeted Enterprises to be established within the Contractor's own camp facilities, and be responsible for the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services.

B7.2 Subcontracts

In the subcontracts arranged by the Contractor involving Targeted Enterprises, the following shall apply:

- (v) the appointment of Targeted Enterprises by the Contractor shall be made in accordance with the provisions of JBCC 2005 ; and
- (vi) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of JBCC 2005, the Contractor shall be liable for the acts, defaults and negligence of any Targeted Enterprise, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

B8. MANAGEMENT OF TARGETED ENTERPRISE SUBCONTRACTS

The Contractor shall conclude the subcontract agreements, and provide the necessary management support to the Targeted Enterprises. Failure by a Targeted Enterprise to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

B8.1 Compilation of subcontract conclusion agreement

- (k) The Contractor in liaison with the Employer and Employer's Agent shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of JBCC 2005 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Employer and Employer's Agent.
- (l) The terms and conditions of the subcontract agreement shall also specify the following:
 - (i) an entitlement of the Targeted Enterprise to receive such training as is contemplated in this contract;
 - (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
 - (v) the training to be provided to the workers; and
 - (vi) the terms and conditions relating to payment of the Targeted Enterprise. Such terms and conditions shall also include a clause stipulating that payment to a Targeted Enterprise for work done shall be made within 30 days of submission of the invoice by the Targeted Enterprise to the Contractor. In the event of failure by the Contractor to make the payment by the due date, he shall pay to the Targeted Enterprise interest, at the prime overdraft rate charged by the Targeted Enterprise's bank, compounded monthly, on all overdue payments from the date on which the same should have been paid to the date when payment is effected, without prejudice to the Targeted Enterprise's other rights under the contract or by law.

B8.2 Quality of work and performance of the Targeted Enterprise

- (f) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.
- (g) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

B8.3 Dispute avoidance and resolution procedures

- (e) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the Employer's Agent before any action is taken.
- (f) If the Targeted Enterprise, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:
 - (i) acceptable standard of work as set out in the specifications;
 - (ii) progress in accordance with the time constraints in the Targeted Enterprise's contract;
 - (iii) punctual and full payment of the workforce and suppliers;
 - (iv) site safety; and
 - (v) accommodation of traffic.
- (g) The Targeted Enterprise shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with the deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the Employer's Agent is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.
- (h) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

B9. TRAINING, COACHING, GUIDANCE AND MENTORING

B9.1 Obligations

This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However, training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour, as well as to improve their specific task skills (construction skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprises as far as their potential allows.

B9.2 Definitions

B9.2.1 Training

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

B9.2.2 Coaching

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of "watch-do-correct-practice". The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practise the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to “fit-the-mould”, and to do things the same way and to the same standard as the coach.

B9.2.3 Guidance

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

B9.2.4 Mentoring

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one's company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own “mould”.

B9.2.5 Supervision

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather on what work has to be performed, and usually has specific time frames.

B9.3 Assessment of Targeted Enterprise potential

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion with the Employer and Employer's Agent at a meeting following the appointment of the Targeted Enterprise.

B9.4 Development Plan

Within a month of the meeting with the Employer and Employer's Agent on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the Employer and Employer's Agent for appropriateness before being implemented.

The development plan is to include the following:

- (i) specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- (ii) specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;
- (iii) the level to which that activity will be developed within the period of the contract;
- (iv) whether training, coaching, guidance and/or mentoring is to be given in each activity; and
- (v) the person/s responsible for each activity.

B9.5 Identification and general training of potential Targeted Enterprises

- (c) The progression of training, coaching and mentorship may need to start with the identification and general training of identified Targeted Enterprises and hired labour, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.
- (d) Before commencing with any structured training, the Contractor shall submit his intended programme to the Employer and Employer's Agent for approval of its subject content and proposed trainers, and the Contractor shall, if so, instructed by the Employer and Employer's Agent, alter or amend the programme and/or course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) provision of a suitable fully serviced training venue facility;
- (ii) procurement of suitable accredited trainers;
- (iii) provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this Part G, using the training facility provided under Part F: Expanded Public Works Programme.

B9.6 Activities

The tasks for each of the activities making up the development plan include material, equipment and general tasks, for training on technical, contractual, financial, human resources, legislative and general administrative functions.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions as part of on-site training.

B9.7 Portfolio of Evidence

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the

property of the Targeted Enterprise who must take it to their next contract.

The Portfolio of Evidence should include the following documentation:

- (iii) the development path designed for each Targeted Enterprise;
- (iv) the training courses completed by the Targeted Enterprise;
- (v) the hours of guidance, coaching and mentoring received for each activity listed in the development plan;
- (vi) a list of outcomes achieved at each level for each activity;
- (vii) six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise; and
- (viii) a list of competencies.

B9.8 Training Requirements

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

B9.9 Development training

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- (vii) NQF Level 2: Construction Contractor - Business owner and administration officer;
- (viii) Tender training NQF Level 3 – Business owner / Technical expert;
- (ix) Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- (x) General bookkeeping relevant to construction - Business owner and admin officer;
- (xi) Tendering NQF Level 4 and 5 – Business owner / Technical expert; and
- (xii) Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

B9.10 Safety Training

The Targeted Enterprise's safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on his responsibilities regarding safety regulations.

B9.11 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise subcontractor. Construction skills training will only be approved by the Employer's Agent when

appropriate.

The Targeted Enterprise, their workforce and hired labour that are selected will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (vi) Use and maintenance of hand tools;
- (vii) Operation of equipment;
- (viii) Manufacture and installation of minor precast concrete units;
- (ix) Erect, dismantle and maintain formwork;
- (x) Basic concrete skills;
- (xi) Excavation, backfill and compaction;
- (xii) Plastering;
- (xiii) Painting;
- (xiv) Installation of doors and windows
- (xv) Bricklaying; and
- (xvi) Erosion protection using stone pitching

B9.12 Training venue facility

The training venue facility to be provided by the Contractor is described in clause A5.6 of Part A. This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part A or Part B of the Particular Specifications.

B10. MEASUREMENT AND PAYMENT

Note:

In order to avoid duplication of training facilities, the training facility required for the training described in this Part B: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Part A: Expanded Public Works Programme.

B10.01 Procurement of Targeted Enterprises:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

B10.02 Construction Works for Targeted Enterprise subcontractors:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

B10.03 Training of Targeted Enterprise subcontractors:

The measurement and payment of targeted enterprise subcontractors shall be in accordance of the contract and bills of quantities

B11 Additional Notes to be read with NDPWI Contract Participation Goals and CIDB Build Programme Implement Guide

The contractor shall provide a minimum **Contract Participation Goal (CPG) of 5%** of the total project value and develop targeted enterprises in two agreed developmental areas.

The contractor shall appoint an **Enterprise Development Coordinator** who shall:

- a. Develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance and
- b. Submit to the employer's representative a monthly enterprise development report (Performa ED 105 P) which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprise's performance in the agreed developmental areas, countersigned by the targeted enterprise

The **Enterprise Development Coordinator** shall have the following competencies (this is a condition of contract and will not be assessed during evaluation):

- c. Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- d. Minimum experience of 2 years in training and development in Building or Construction; and;
- e. National Diploma or B Degree in the Built Environment or Business Management