

EXPANDED PUBLIC WORKS PROGRAMME (EPWP) REQUIREMENTS

The appointed Contractor shall comply with all applicable Expanded Public Works Programme (EPWP) requirements and guidelines issued by the Department of Public Works and Infrastructure (DPWI), as amended from time to time. All EPWP activities shall be conducted in accordance with the EPWP Integrated Management System (iEPWP/MIS) reporting framework and any project-specific EPWP Implementation Plan approved by the Employer or Implementing Agent.

1 DEFINITIONS

For the purposes of this Clause, the following definitions shall apply:

- **“EPWP Beneficiary”** means any person employed through the EPWP under a fixed-term contract of employment on this project.
- **“Project Area”** means the geographic area designated in the project scope documents, within which local community members shall be preferentially recruited.
- **“Youth”** means persons between the ages of 18 and 35 years (inclusive).
- **“Persons with Disabilities”** means persons as defined in the Employment Equity Act 55 of 1998, as amended.
- **“Local Community Members”** means unemployed persons ordinarily resident within the Project Area as evidenced by proof of residence.
- **“Employer” or “Implementing Agent”** refers to the entity identified in the Contract Data as responsible for contract administration and EPWP oversight.

2 LABOUR-INTENSIVE EMPLOYMENT

1. The Contractor shall maximise the use of local labour and labour-intensive construction methods to the extent that is practical and technically feasible, in accordance with EPWP guidelines issued by the DPWI.
2. Priority shall be given to the recruitment and employment of unemployed persons residing within the Project Area.
3. The Contractor shall, prior to sourcing labour from outside the Project Area, demonstrate to the satisfaction of the Employer or Implementing Agent that sufficient eligible local labour was not available.

3 EQUITY AND TARGETED BENEFICIARIES

1. The Contractor shall ensure equitable recruitment, participation, and treatment of EPWP Beneficiaries in accordance with the EPWP targets specified in the approved EPWP Implementation Plan and applicable government transformation objectives.
2. In the recruitment of EPWP Beneficiaries, preference shall be given to the following target groups, in accordance with the DPWI EPWP targets applicable to this project:

- Women;
 - Youth (18–35 years);
 - Persons with Disabilities; and
 - Local Community Members.
3. The Contractor shall maintain accurate, auditable records demonstrating compliance with the approved demographic targets throughout the duration of the project.
 4. The Contractor shall not discriminate against any person in the recruitment or employment of EPWP Beneficiaries on any grounds prohibited by applicable legislation, including the Employment Equity Act 55 of 1998 and the Constitution of the Republic of South Africa, 1996.

4 EMPLOYMENT CONTRACTS

1. All EPWP Beneficiaries shall be employed under individually signed, written employment contracts which comply with the Basic Conditions of Employment Act 75 of 1997, the relevant EPWP sectoral determination, and any applicable Ministerial determinations.
2. Copies of all signed employment contracts, together with the supporting documentation listed in Clause [X].5 below, shall be submitted to the Employer or Implementing Agent before any EPWP Beneficiary commences work on the project and whenever new workers are engaged.
3. No EPWP Beneficiary shall be permitted to perform work on the project prior to the submission and acceptance by the Employer or Implementing Agent of a duly signed employment contract.

5 MONTHLY REPORTING REQUIREMENTS

1. The Contractor shall submit a complete monthly EPWP report to the Employer or Implementing Agent no later than the 5th working day of each calendar month, covering the preceding month's activities.
2. Each monthly report shall be compiled using the DPWI's prescribed EPWP reporting format (iEPWP/MIS) and shall include the following:
 - An updated and complete EPWP Beneficiary database;
 - Certified copies of all EPWP Beneficiaries' valid South African Identity Documents or alternative lawful identity documentation;
 - Signed employment contracts for all active EPWP Beneficiaries;
 - Daily attendance registers signed by each worker and the responsible supervisor, for each working day in the reporting period;
 - Certified monthly attendance registers summarising daily attendance per Beneficiary;
 - Certified payroll and payment schedules reflecting gross wages, deductions, and net payments for each Beneficiary;
 - Proof of wage payments (e.g., bank statements, payslips, or electronic transfer confirmations);
 - Demographic information for each Beneficiary, including gender, age (youth or non-youth), disability status, and place of residence (local or non-local relative to the Project Area); and

- A narrative summary of EPWP activities undertaken during the reporting period, including the number of person-days worked and any material deviations from the approved EPWP Implementation Plan.
- Late submission, incomplete reports, or reports not compiled in the prescribed format shall not be considered compliant and may be returned for correction. Persistent non-compliance with reporting obligations shall constitute a breach of contract.

6 RECORD KEEPING AND VERIFICATION

1. The Contractor shall maintain complete, accurate, and auditable records pertaining to EPWP compliance for the full duration of the project and for a minimum period of five (5) years after the date of the Final Completion Certificate, or such longer period as may be prescribed by the Public Finance Management Act 1 of 1999, the Auditor-General of South Africa, or any other applicable legislation.
2. All records shall be available for inspection and audit by the Employer, the Implementing Agent, the DPWI, the Auditor-General, or any other duly authorised oversight body upon reasonable written request.
3. The Employer or Implementing Agent reserves the right to conduct site visits and independent verification of attendance registers, employment contracts, and payment records at any time during the project.

7 NON-COMPLIANCE AND REMEDIES

1. Failure by the Contractor to comply with any requirement of this Clause, including but not limited to EPWP employment obligations, demographic targets, reporting obligations, or the submission of required supporting documentation, shall constitute a breach of contract.
2. Upon identification of non-compliance, the Employer or Implementing Agent shall issue a written Notice of Non-Compliance to the Contractor, specifying the nature of the breach and requiring the Contractor to remedy the non-compliance within ten (10) working days of the date of the notice, unless a shorter period is warranted by the circumstances.
3. If the Contractor fails to remedy the breach within the period specified in the Notice of Non-Compliance, or within any extended period agreed in writing, the Employer or Implementing Agent may, without prejudice to any other rights or remedies available under the Contract or in law, implement any one or more of the following remedies:
 - Withhold payment certificates, or portions thereof, until compliance is achieved to the satisfaction of the Employer or Implementing Agent;
 - Instruct the Contractor to cease work until the breach is remedied;
 - Procure compliance from a third party and recover the reasonable costs thereof from the Contractor; or
 - Terminate the Contract in accordance with the termination provisions contained herein.
4. The remedies set out in this Clause are cumulative and shall not limit any other rights or remedies available to the Employer under the Contract or applicable law.