

# Government Gazette Staatskoerant REPUBLIC OF SOUTH AFRICA

Regulation Gazette No

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To confirm the legitimacy of purchase orders, please contact:

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#### **IMPORTANT NOTICE:**

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No future queries will be handled in connection with the above.

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#### IMPORTANT ANNOUNCEMENT

#### Closing times PRIOR TO PUBLIC HOLIDAYS for

### GOVERNMENT NOTICES, GENERAL NOTICES, REGULATION NOTICES AND PROCLAMATIONS

2016

The closing time is 15:00 sharp on the following days:

- ➤ 16 March, Wednesday for the issue of Thursday 24 March 2016
- > 23 March, Wednesday for the issue of Friday 1 April 2016
- > 21 April, Thursday for the issue of Friday 29 April 2016
- > 28 April, Thursday for the issue of Friday 6 May 2016
- ➤ 9 June, Thursday for the issue of Friday 17 June 2016
- ➤ 4 August, Thursday for the issue of Friday 12 August 2016
- ➤ 8 December, Thursday for the issue of Thursday 15 December 2016
- ➤ 22 December, Thursday for the issue of Friday 30 December 2016
- ➤ 29 December, Thursday for the issue of Friday 6 January 2017

#### **BELANGRIKE AANKONDIGING**

#### Sluitingstye VOOR VAKANSIEDAE vir

#### GOEWERMENTS-, ALGEMENE- & REGULASIE-KENNISGEWINGS ASOOK PROKLAMASIES

2016

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ➤ 16 Maart, Woensdag vir die uitgawe van Donderdag 24 April 2016
- 23 Maart, Woensdag vir die uitgawe van Vrydag 1 April 2016
- 21 April, Donderdag vir die uitgawe van Vrydag 29 April 2016
- ➤ 28 April, Donderdag vir die uitgawe van Vrydag 6 Mei 2016
- ➤ 9 Junie, Donderdag vir die uitgawe van Vrydag 17 Junie 2016
- ➤ 4 Augustus, Donderdag vir die uitgawe van Vrydag 12 Augustus 2016
- ➤ 8 Desember, Donderdag vir die uitgawe van Donderdag 15 Desember 2016
- 22 Desember, Donderdag vir die uitgawe van Vrydag 30 Desember 2016
- > 29 Desember, Donderdag vir die uitgawe van Vrydag 6 Januarie 2017

#### **LIST OF TARIFF RATES**

#### FOR PUBLICATION OF NOTICES

#### COMMENCEMENT: 1 APRIL 2016

#### **NATIONAL AND PROVINCIAL**

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices					
Notice Type Page Space New Price (R)					
Ordinary National, Provincial	1/4 - Quarter Page	250.00			
Ordinary National, Provincial	2/4 - Half Page	500.00			
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00			
Ordinary National, Provincial	4/4 - Full Page	1000.00			

#### **EXTRA-ORDINARY**

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

The **Government Printing Works** (**GPW**) has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe* Forms. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

#### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

- 1. The Government Gazette and Government Tender Bulletin are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
- 2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website <a href="https://www.gpwonline.co.za">www.gpwonline.co.za</a>

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

#### Notice Submission Process

- 3. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website <a href="https://www.gpwonline.co.za">www.gpwonline.co.za</a>.
- 4. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
- 5. The completed electronic Adobe form has to be submitted via email to <u>submit.egazette@gpw.gov.za</u>. The form needs to be submitted in its original electronic Adobe format to enable the system to extract the completed information from the form for placement in the publication.
- 6. Each notice submission should be sent as a single email. The email should contain **all documentation** relating to a particular notice submission, each as a separate attachment:
  - 6.1. Electronically completed Adobe form, specific to the type of notice that is to be placed.
    - 6.1.1. For National Government Gazette or Provincial Gazette notices, the notices must be accompanied by an electronic Z95 or Z95Prov Adobe form
    - 6.1.2. The notice content (body copy) **MUST** be a separate attachment.
  - 6.2. Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
  - 6.3. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should also be attached as a separate attachment. (See specifications below, point 11).
  - 6.4. Any additional notice information if applicable.
- 7. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
- 8. To avoid duplicated publication of the same notice and double billing, Please submit your notice ONLY ONCE.
- 9. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
- 10. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

#### COPY (SEPARATE NOTICE CONTENT DOCUMENT)

- 11. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
  - 11.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

11.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm; Use font size: Arial or Helvetica 10pt with 11pt line spacing;

#### **C**ANCELLATIONS

- 12. Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
- 13. Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

#### **A**MENDMENTS TO NOTICES

14. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

#### REJECTIONS

- 15. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email <a href="mailto:info.egazette@gpw.gov.za">info.egazette@gpw.gov.za</a>). Reasons for rejections include the following:
  - 15.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
  - 15.2. Any notice submissions not on the correct Adobe electronic form, will be rejected.
  - 15.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
  - 15.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

#### **APPROVAL OF NOTICES**

- 16. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
- 17. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

#### GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

- 18. The Government Printer will assume no liability in respect of—
  - 18.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - 18.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
  - 18.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

#### LIABILITY OF ADVERTISER

19. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

#### **C**USTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

**GPW** has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

- Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
- Requests for Quotations (RFQs) should be received by the Contact Centre at least 2 working days before the submission deadline for that specific publication.

#### PAYMENT OF COST

- 22. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
- 23. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
- 24. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
- 25. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
- 26. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
- 27. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

#### Proof of publication

- 28. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website <a href="https://www.gpwonline.co.za">www.gpwonline.co.za</a> free of charge, should a proof of publication be required.
- 29. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s).

#### **GOVERNMENT PRINTING WORKS CONTACT INFORMATION**

Physical Address:Postal Address:GPW Banking Details:Government Printing WorksPrivate Bag X85Bank: ABSA Bosman Street149 Bosman StreetPretoriaAccount No.: 405 7114 016Pretoria0001Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions: E-mail: <a href="mailto:submit.egazette@gpw.gov.za">submit.egazette@gpw.gov.za</a>
For queries and quotations, contact: Gazette Contact Centre: E-mail: <a href="mailto:info.egazette@gpw.gov.za">info.egazette@gpw.gov.za</a>

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka: E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

#### GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

#### **DEPARTMENT OF ENERGY**

NO. R. 1366 04 NOVEMBER 2016

## ELECTRICITY REGULATION ACT, 2006 AMENDMENT OF THE ELECTRICITY REGULATIONS ON NEW GENERATION CAPACITY, 2011

I, Tina Joemat-Pettersson, Minister of Energy, acting in terms of section 35(4) of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), hereby amend the Electricity Regulations on New Generation Capacity published by Government Notice R. 399 in Government *Gazette* 34262 of 4 May 2011, as set out in the Schedule hereto.

Ms Tina Joemat-Pettersson

Minister of Energy

Date

#### **GENERAL EXPLANATORY NOTE**

[	] Words in bold type in square brackets indicate omissions from
	existing enactments.
	Words underlined with a solid line indicate insertions in existing
	enactments.

#### SCHEDULE

#### **Definitions**

**1.** In this schedule "the Regulations" means the Electricity Regulations on New Generation Capacity published by Government Notice No. R. 399 in Government *Gazette* 34262 of 4 May 2011.

#### Amendment of regulation 1 of the Regulations

- 2. Regulation 1 of the Regulations is hereby amended by —
- (a) the deletion of the definition of "ancillary services";
- (b) the substitution for the definition of "existing generation facilities" of the following definition:

""existing generation facilities" means generation facilities that are in operation on or immediately prior to the date of [commencement of these Regulations] the relevant determination in terms of section 34(1) of the Act;";

- (c) the substitution for the definition of "Independent Power Producer" or "IPP" of the following definition:
  - "Independent Power Producer" or "IPP" means any person in which the Government or any organ of state does not hold a controlling ownership interest (whether direct or indirect), which undertakes or intends to undertake the development or creation of new generation capacity pursuant to a determination made by the Minister in terms of section 34(1) of the Act;";
- (d) the insertion after the definition of "Independent Power Producer" or "IPP" of the following definition:
  - ""interconnected distribution power system" means a distribution power system that is interconnected to a transmission power system either directly or through interconnection to another distribution power system where the latter system is directly or indirectly interconnected to a transmission power system;";.
- (e) the insertion after the definition of "national transmission company" or "NTC" of the following definition:
  - ""national transmission power system" means the interconnected transmission power system used for the supply of electricity to customers across the territory of the Republic;".
- (f) the substitution for the definition of "new generation capacity" of the following definition:

""new generation capacity" means electricity or electricity capacity sold or made available, or generation capacity connected, to the national transmission power system or an interconnected distribution power system, pursuant to a determination in terms of section 34(1) of the Act, which is derived from—

- (a) new generation facilities;
- (b) an expansion of existing generation facilities;
- (c) existing generation facilities not previously supplying electricity
   to the national transmission power system or an interconnected
   distribution power system;
- existing generation facilities through an extension of any existing agreement for the purchase of electricity capacity or electricity for an additional supply period to be defined in the power purchase agreement, or through entering into a new power purchase agreement for a supply period to be defined in terms of such new power purchase agreement; or
- (e) demand side reduction measures, including aggregation, management of demand side reduction, or energy efficiency measures;".
- (h) the insertion after the definition of "new generation capacity project" of the following definition:
  - ""new generation facilities" means generation facilities that are in operation on or immediately after the date of the relevant determination in terms of section 34(1) of the Act;".

- (i) the substitution for the definition of "power purchase agreement" or "PPA" of the following definition:
  - ""power purchase agreement" or "PPA" means an agreement [concluded between a generator and the buyer] for the sale and purchase of new [electricity] generation capacity [or electricity derived there from, or both];"; and
- (j) the insertion after the definition of "Public Finance Management Act" of the following definition:
  - ""seller" means a person who concludes a power purchase agreement with a buyer in terms of which such person undertakes to sell or make available new generation capacity to the buyer;".

#### Amendment of regulation 2 of the Regulations

- 3. Regulation 2 is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:
  - "(2) These Regulations do not apply to the purchase of new [electricity] generation capacity [and electricity] by persons other than organs of state.".

#### Amendment of regulation 3 of the Regulations

**4.** Regulation 3 is hereby amended by the substitution for paragraph *(b)* of the following paragraph:

"(b) the regulation of entry by a buyer and a [generator] seller into a power purchase agreement;".

#### Amendment of regulation 5 of the Regulations

- **5.** Regulation 5 is hereby amended by —
- (a) the substitution in sub-regulation (2) for paragraph (b) of the following paragraph:
  - "(b) the proposed allocation of financial, technical and operational risk between the prospective buyers and the [generator] seller, and between the [generator] seller and the NTC or the distributor, as the case may be:": and
- (b) Substitution in sub-regulation (2) for paragraph (e) of the following paragraph:
  - "(e) whether the appropriate [generator] seller should be Eskom as part of its services as the national electricity producer, another organ of state or an [1PP] IPP.".

#### Amendment of regulation 8 of the Regulations

- **6.** Regulation 8 is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:
  - "(2) The procurement process in respect of a cross border project shall be conducted with due regard to [the] any agreements, memoranda of understanding or arrangements referred to in regulation 6(4).".

#### Amendment of regulation 9 of the Regulations

- 7. Regulation 9 is hereby amended by —
- (a) the substitution in sub-regulation (1) for paragraph (b) of the following paragraph:
  - "(b) appropriate technical, operational and financial risk transfer to the [generator] seller;"; and
- (b) the substitution in sub-regulation (1) for paragraph (d) of the following paragraph:
  - "(d) satisfactory due diligence in respect of the buyer's representative and the proposed [generator] seller in relation to matters of their respective competence and capacity to enter into the power purchase agreement."

#### **DEPARTEMENT VAN ENERGIE**

NO. R. 1366 04 NOVEMBER 2016

## "ELECTRICITY REGULATION ACT, 2006" WYSIGING VAN DIE ELEKTRISITEITSREGULASIES OOR NUWE OPWEKKINGSKAPASITEIT, 2011

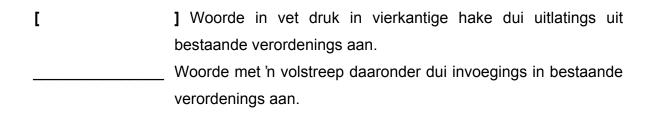
Ek, Tina Joemat-Pettersson, Minister van Energie, handelende ingevolge artikel 35(4) van die "Electricity Regulation Act, 2006" (Wet No. 4 van 2006), wysig hierby die "Electricity Regulations on New Generation Capacity" gepubliseer by Goewermentskennisgewing R. 399 in *Staatskoerant* 34262 van 4 Mei 2011, soos in die Bylae hierby uiteengesit.

Me Tina Joemat-

Pettersson Minister van

**Energie Datum** 

#### ALGEMENE VERDUIDELIKENDE NOTA



#### **BYLAE**

#### Woordomskrywing

1. In hierdie bylae beteken "die Regulasies" die "Electricity Regulations on New Generation Capacity" in Goewermentskennisgewing No. R. 399 in *Staatskoerant* 34262 van 4 Mei 2011, gepubliseer.

#### Wysiging van regulasie 1 van die Regulasies

- 2. Regulasie 1 van die Regulasies word hierby gewysig deur—
- (a) die omskrywing van "hulpdienste" te skrap;
- (b) die omskrywing van "bestaande opwekkingsfasiliteite" deur die volgende omskrywing te vervang:

"'bestaande opwekkingsfasiliteite' opwekkingsfasiliteite wat in bedryf is op of onmiddellik voor die datum van [inwerkingtreding van hierdie Regulasies] die tersaaklike bepaling ingevolge artikel 34(1) van die Wet;";

- (c) die omskrywing van "Onafhanklike Kragvervaardiger" of "OKV" deur die volgende omskrywing te vervang:
  - "'Onafhanklike Kragvervaardiger' of 'OKV' enige persoon waarin die Regering of enige staatsorgaan waarin die Regering of enige staatsorgaan nie 'n beherende eienaarskapsbelang (hetsy direk of indirek) het nie, wat die ontwikkeling of skepping van nuwe opwekkingskapasiteit onderneem of voornemens is om dit te onderneem in navolging van 'n bepaling gemaak deur die Minister ingevolge artikel 34(1) van die Wet;";
- (d) die volgende omskrywing na die omskrywing van "Onafhanklike Kragvervaardiger" of "OKV" in te voeg:
  - "tussenverbinde-verdelingskragsisteem" 'n verdelingskragsisteem wat tussenverbind is met 'n transmissiekragsisteem, hetsy direk of deur tussenverbinding aan 'n ander verdelingskragsisteem waar die laasgenoemde sisteem direk of indirek aan 'n transmissiekragsisteem verbind is;";
- (e) die volgende omskrywing na die omskrywing van "nasionale transmissiemaatskappy" of "NTM" in te voeg:
  - "<u>'nasionale transmissiekragsisteem'</u> die tussenverbinde transmissiekragsisteem gebruik vir die voorsiening van elektrisiteit aan klante regoor die grondgebied van die Republiek;".
- (f) die omskrywing van "nuwe opwekkingskapasiteit" deur die volgende omskrywing te vervang:

"'nuwe opwekkingskapasiteit' elektrisiteit of elektrisiteitskapasiteit verkoop of beskikbaar gestel, of opwekkingskapasiteit gekonnekteer, aan die nasionale transmissiekragsisteem of 'n tussenverbinde verdelingskragsisteem, in navolging van 'n bepaling ingevolge artikel 34(1) van die Wet, wat ontleen is aan—

- (a) nuwe opwekkingsfasiliteite;
- (b) 'n uitbreiding van bestaande opwekkingsfasiliteite;
- (c) bestaande opwekkingsfasiliteite wat nie voorheen elektrisiteit

  aan die nasionale transmissiekragsisteem of 'n tussenverbinde

  verdelingskragsisteem voorsien het nie;
- (d) bestaande opwekkingsfasiliteite deur 'n uitbreiding van enige bestaande ooreenkoms vir die aankoop van elektrisiteitskapasiteit of elektrisiteit vir 'n bykomende verskaffingstydperk wat in die kragkoopooreenkoms omskryf moet word, of deur 'n nuwe kragkoopooreenkoms aan te gaan vir 'n verskaffingstydperk wat in sodanige nuwe kragkoopooreenkoms omskryf moet word; of
- (e) aanvraagkantverminderingsmaatreëls, met inbegrip van aggregasie, bestuur van aanvraagkantvermindering, of energierendementmaatreëls;";
- (g) die volgende omskrywing na die omskrywing van "projek vir nuwe opwekkingskapasiteit" in te voeg:

"'nuwe opwekkingsfasiliteite' opwekkingsfasiliteite wat in bedryf is op of onmiddellik na die datum van die tersaaklike bepaling ingevolge artikel 34(1) van die Wet;";

- (h) die omskrywing van "kragkoopooreenkoms" of "KKO" deur die volgende omskrywing te vervang:
  - "'kragkoopooreenkoms' of 'KKO' 'n ooreenkoms [aangegaan tussen 'n generator en die koper] vir die verkoop en koop van nuwe opwekkingskapasiteit [of elektrisiteit daaraan ontleen, of beide];"; en
- (i) die volgende omskrywing na die omskrywing van "Wet op Openbare Finansiële Bestuur" in te voeg:

"'verkoper' 'n verkoper wat 'n kragkoopooreenkoms met 'n koper sluit ingevolge waarvan sodanige persoon onderneem om nuwe opwekkingskapasiteit aan die koper te verkoop of beskikbaar te stel;".

#### Wysiging van regulasie 2 van die Regulasies

- **3.** Regulasie 2 word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:
  - "(2) Hierdie Regulasies is nie van toepassing nie op die aankoop van nuwe opwekkingskapasiteit deur persone buiten staatsorgane.".

#### Wysiging van regulasie 3 van die Regulasies

- **4.** Regulasie 3 word hierby gewysig deur paragraaf *(b)* deur die volgende paragraaf te vervang:
  - "(b) die regulering van die aangaan van 'n kragkoopooreenkoms deur 'n koper en 'n [generator] verkoper;".

#### Wysiging van regulasie 5 van die Regulasies

- **5.** Regulasie 5 word hierby gewysig deur—
- (a) in subregulasie (2) paragraaf (b) deur die volgende paragraaf te vervang:
  - "(b) die voorgestelde toekenning van finansiële, tegniese en operasionele risiko tussen die voornemende kopers en die [generator] verkoper, en tussen die [generator] verkoper en die NTM of die verspreider, na gelang van die geval;"; en
- (b) in subregulasie (2) paragraaf (e) deur die volgende paragraaf te vervang:
  - "(e) hetsy die gepaste [generator] verkoper Eskom moet wees as deel van sy dienste as die nasionale elektrisiteitsvoorsiener, 'n ander staatsorgaan of 'n [1PP] IPP.".

#### Wysiging van regulasie 8 van die Regulasies

- **6.** Regulasie 8 word hierby gewysig deur subregulasie (2) van die volgende subregulasie te vervang:
  - "(2) Die verkrygingsproses ten opsigte van 'n oorgrensprojek moet gedoen word met behoorlike inagneming van **[die]** enige ooreenkomste, aktes van verstandhouding of reëlings in regulasie 6(4) bedoel.".

#### Wysiging van regulasie 9 van die Regulasies

- 7. Regulasie 9 word hierby gewysig deur—
- (a) in subregulasie (1) paragraaf (b) deur die volgende paragraaf te vervang:

- "(b) gepaste tegniese, operasionele en finansiële risiko aan die **[generator]**verkoper oordra;"; en
- (b) in subregulasie (1) paragraaf (d) deur die volgende paragraaf te vervang:
  - "(d) bevredigende omsigtigheid ten opsigte van die koper se verteenwoordiger en die voorgestelde [generator] verkoper in verband met aangeleenthede van hul onderskeidelike bevoegdheid en kapasiteit om die kragkoopooreenkoms aan te gaan.".

#### **DEPARTMENT OF LABOUR**

NO. R. 1367 04 NOVEMBER 2016

#### **LABOUR RELATIONS ACT, 1995**

### BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND: EXTENSION OF AMENDMENTS OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Building Bargaining Council North and West Boland and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication and for the period ending 31 December 2017.

M N OLIPHANT

MINISTER OF LABOUR

18/10/2016

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#### UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

# UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO NASENTSHONALANGA YEBOLAND:

#### UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESICHIBIYELAYO ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakal kwiSheduli yesiNgisi exhunywe elapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha Enyakatho Nasentshonalanga YeBoland, futhi ngokwsigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emuva kosuku lokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2017.

M N OLIPHANT

**UNGQONGQOSHE WEZABASEBENZI** 

18/10/2016

#### SCHEDULE

#### BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND

#### MAIN COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

#### Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

#### Bou Industriee Assosiasie Wes-Boland

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

#### **Building Workers Union**

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland,

to amend the Collective Agreement, extended to non-parties, published under Government Notice R. 1011 of 26 October 2007 as further amended, extended, renewed and re-enacted by Government Notices No.'s R. 1012 of 26 October 2007, R. 1174 of 7 November 2008, R. 1083 of 13 November 2009, R. 844 and R. 845 of 1 October 2010, R. 624 of 5 August 2011, R. 133 of 24 February 2012, R. 957 of 23 November 2012, R. 691 of 20 September 2013, R. 820 of October 2014 and R. 1039 of 30 October 2015, and R. 1108 of 13 November 2015.

#### 1. SCOPE OF APPLICATION

The terms of this Agreement shall be observed-

- (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisations and the trade union, respectively;
- (b) in the Magisterial Districts of Ceres, Montagu, Robertson, Tulbagh and Worcester;
- (c) Overberg District Municipality excluding Overstrand Local Municipality
   (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);
- (d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and
- (e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-
  - (a) only those classes of employees for whom wages are prescribed in this Agreement;
  - (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
  - (c) labour-only contractors, working partners and working directors, principals and contractors.
- (3) Notwithstanding the provisions of sub-clause (1)(a), the terms of this Agreement shall not apply to -
  - (a) clerical employees and administrative staff;

- (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
- (c) foremen or general foremen;
- (d) non-parties in respect of clauses 1(1) (a) and 1A of this Agreement.

#### 1A. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Labour as the effective date on which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2017.

#### 2. CLAUSE 9: CONDITIONS OF SERVICE

#### 2.1 Substitute the following for sub-clause (6)(a)(i):

"(i) The 2016/2017 closing period of the building industry starts at 17:00 on Thursday, 15 December 2016 and will re-open at 08:00 on Wednesday, 11 January 2017. If building work is required, employers will be allowed to make prior arrangements with the Council in order to work, during the official period of leave. If there are employees working during this period, employees will be paid at normal pay rates, except Saturdays and Sundays who will be paid as prescribed by the Basic Conditions of Employment Act of 1997. No building work will be allowed between 16:00 on the 24th December 2016 until 08:00 on 8th January 2017."

#### 3. CLAUSE 10: REMUNERATION

#### 3.1 Substitute the following for sub-clause (1):

"(1) Basic wage: The basic wage in the Industry shall be as follows:

Category of employee	From the date of commencement of this Agreement.					
	Area	Area	Area	Area		
	'A'	'B'	,C,	,D,		
	R	R	R	R		
	per	per	per	per		
	hour	hour	hour	hour		
(a) (1) Cleaner	16,70	16,70	14,76	16,20		
(2) Cleaner (New)	16,70	16,70	14,76	16,20		
(b) (1) Beginner Labourer/Prefabricated						
Concrete wall Labourer	16,70	16,70	14,76	16,20		
(2) Beginner Labourer/Prefabricate						
Concrete wall Labourer (New)	16,70	16,70	14,76	16,20	Je.Y	
(c) (1) Labourer	18,37	18,37	17,00	17,83	l.	
(2) Labourer (New)	18,37	18,37	17,00	17,83		
(d) (1) General Worker	20,21	20,21	18,70	19,60		
(e) Builder worker & Leaner Category 4	22,23	22,23	20,57	21,56		
(f) Builder worker & Leaner Category 3	24,45	24,45	22,63	23,72		
(g) Builder worker & Leaner Category 2	26,90	26,90	24,89	26,10		
(h) Builder worker & Leaner Category 1	29,59	29,59	27,38	28,70		
(i) Artisan: Carpet/Floor layer, Crane						

Operator, Painter, and Water proofer	32,55	32,55	31,58	31,58
j) (1) Artisan in all others trades	35,80	35,80	34,73	34,73
(2) Artisan in all others trades	39,39	39,39	38,20	38,20
(3) Artisan in all others trades	43,32	43,32	42,02	42,02
(4) Artisan in all others trades	47,66	47,66	46,22	46,22
(5) Artisan in all others trades	52,42	52,42	50,85	50,85
(6) Artisan in all others trades	57,66	57.66	55,93	55,93
(7) Artisan in all others trades	63,43	63,43	61,53	61,53
(8) Artisan in all others trades	69,77	69,77	67,68	67,68
(k) Guards (full time) Per day (9 hours)	per dag 165,35	per dag 165,35	per dag	per dag
k) Guards (ruir time) Fer day (5 riodis)	per dag	per dag	per dag	per dag
Drivers of motor vehicles and operators     which are required to be in possession of	po. dog	por dag	por dag	por dag
a code: Per day (9 hours)				
(1) B licence	200,11	200,11	185,13	194,04
(2) C1 licence	220,05	220,05	203,64	213,50
(3) C or EB of EC1 licence	242,10	242,10	224,04	234,88
		292,94	284,18	284,18

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981, or the Skills Development Act, 1998: Provided

further that the wages specified above for drivers/plant operators shall be payable if such employees have worked 42 hours in any week. If such employees have, however, worked less than 42 normal hours in any week, their wages for that week shall be calculated as follows: The above specified wages divided by 42 hours, multiplied by the actual number of normal working hours worked."

#### 3.2 Substitute the following for sub-clause (7):

#### "(7) Accommodation

- (a) An employee who, in the performance of his duties, is required to work away from his ordinary place of residence at a place of work so situated that such employee is unable to return to his normal place of residence, shall in respect of every night he spends away from his ordinary place of residence, be afforded suitable sleeping facilities, suitable bath facilities, separate toilet facilities, cooking facilities and hot water. The place of residence should be well ventilated with windows and doors, and should have a solid floor (not a soil floor). It should be free of charge to the employee. All transport required shall be provided free of charge by the employer.
- (b) In respect of each night that such an employee spends away from his usual place of residence a living away allowance will be paid to the employee of R75,00 per night in the West Boland area and R36,00 in the Greater Boland area."

#### 4. CLAUSE 14: HOLIDAY FUND

#### 4.1 Substitute the following for sub-clauses (1), (2), (3) and (4):

- "(1) The Holiday Fund is hereby continued and shall be continued to be administered by the Council for the purposes of providing eligible employees with leave pay for the period of annual leave in terms of clause 9(6) of the Agreement. Holiday Fund pay-out at the end of the year shall be for fifteen (15) working days. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.
- (2) Contributions by the employer: (a) An employer shall contribute an amount to the holiday fund on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.				
	Area	Area 'B'	Area 'C'	Area	
	'A'			'D'	
	R	R	R	R	
	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed in-					
(i) clause 10 (1) (a) (1)	8,59	8,59	7,59	8,33	
(ii) clause 10 (1) (a) (2)	8,59	8,59	7,59	8,33	
(iii) clause 10 (1) (b) (1)	8,59	8,59	7,59	8,33	

(iv) clause 10 (1) (b) (2)	8,59	8,59	7,59	8,33
(v) clause 10 (1) (c) (1)	9,45	9,45	8,74	9,17
(vi) clause 10 (1) (c) (2)	9,45	9,45	8,74	9,17
(vii) clause 10 (1) (d)	10,39	10,39	9,62	10,08
(viii) clause 10 (1) (e)	11,43	11,43	10,58	11,09
(ix) clause 10 (1) (f)	12,57	12,57	11,64	12,20
(x) clause 10 (1) (g)	13,83	13,83	12,80	13,42
(xi) clause 10 (1) (h)	15,22	15,22	14,08	14,76
(xii) clause 10 (1) (i)	16,74	16,74	16,24	16,24
(xiii) clause 10 (1) (j) (1)	18,41	18,41	17,86	17,86
(xiv) clause 10 (1) (j) (2)	20,26	20,26	19,65	19,65
(xv) clause 10 (1) (j) (3)	22,28	22,28	21,61	21,61
(xvi) clause 10 (1) (j) (4)	24,51	24,51	23,77	23,77
(xvii) clause 10 (1) (j) (5)	26,96	26,96	26,15	26,15
(xvii) clause 10 (1) (j) (6)	29,65	29,65	28,76	28,76
(xix) clause 10 (1) (j) (7)	32,62	32,62	31,64	31,64
(xx) clause 10 (1) (j) (8)	35,88	35,88	34,81	34,81
(xxi) clause 10 (1) (k)	9,45	9.45	9,17	9,17
(xxii) clause 10 (1) (I) (1)	11,43	11,43	10,58	11,09
(xxiii) clause 10 (1) (I) (2)	12,57	12,57	11,64	12,20
(xxiv) clause 10 (1) (i) (3)	13,83	13,83	12,80	13,42
(xxv) clause 10 (1) (I) (4)	16,74	16,74	16,24	16,24

- (b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made.
- (3) Public holidays as proclaimed under the Public Holidays Act, 1994, will be pro-rata included into the holiday fund. Moneys contributed to the Fund by employers shall be invested as provided for in terms of section 53(5) of the Act.

The following paid holidays will be pro-rata included into the fringe benefits system:

1.	16 December 2016	-	Day of Reconciliation
2.	26 December 2016	-	Day of Goodwill
3.	02 January 2017	-	New Year's Day
4.	21 March 2017	-	Human Rights Day
5.	14 April 2017	-	Good Friday
6.	17 April 2017	-	Family Day
7.	27 April 2017	-	Freedom Day
8.	01 May 2017	-	Workers Day
9.	16 June 2017	-	Youth Day
10.	9 August 2017	-	Women's Day
11.	25 September 2017	-	Heritage Day

(a) Employers shall pay their employees for each public holiday that fall in the work period, as defined by the Basic Conditions of Employment Act no. 75 of 1997, in that specific pay week.

- (b) Employers can only claim the funds back from the Building Bargaining Council, if their employee's benefits are up to date and sufficient. If an employer's benefits are not up to date, and not sufficient, the employer will be held responsible to pay their employees for each public holiday. The Council will only deal with claims from employers.
- (c) Employers are obliged to purchase a benefit for each employee on each public holiday, except on the following public holidays, 16 December 2016, 26 December 2016 and 2 January 2017. These public holidays fall under the annual holiday fund.
- (4) Contributions by the employer: (a) An employer shall contribute an amount to the holiday fund for the public holidays on behalf of an eligible employee for each day that the employee remains in his/her employ (a contribution day), which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.				
	Area	Area	Area	Area	
	.W.	'B'	,C,	'D'	
	R	R	R	R	
	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed in-					
(i) clause 10 (1) (a) (1)	6,30	6,30	5,57	6,11	
(ii) clause 10 (1) (a) (2)	6,30	6,30	5,57	6,11	
(iii) clause 10 (1) (b) (1)	6,30	6,30	5,57	6,11	

(iv) clause 10 (1) (b) (2)	6,30	6,30	5,57	6,11	
(v) clause 10 (1) (c) (1)	6,93	6,93	6,41	6,72	
(vi) clause 10 (1) (c) (2)	6,93	6,93	6,41	6,72	
(vii) clause 10 (1) (d)	7,62	7,62	7,05	7,39	
(viii) clause 10 (1) (e)	8,39	8,39	7,76	8,13	
(ix) clause 10 (1) (f)	9,22	9,22	8,53	8,95	
(x) clause 10 (1) (g)	10,15	10,15	9,39	9,84	l
(xi) clause 10 (1) (h)	11,16	11,16	10,33	10,82	l
(xii) clause 10 (1) (i)	12,28	12,28	11,91	11,91	l
(xiii) clause 10 (1) (j) (1)	13,50	13,50	13,10	13,10	l
(xiv) clause 10 (1) (j) (2)	14,85	14,85	14,41	14,41	
(xv) clause 10 (1) (j) (3)	16,34	16,34	15,85	15,85	l
(xvi) clause 10 (1) (j) (4)	17,97	17,97	17,43	17,43	
(xvii) clause 10 (1) (j) (5)	19,77	19,77	19,18	19,18	
(xviii) clause 10 (1) (j) (6)	21,75	21,75	21,09	21,09	
(xix) clause 10 (1) (j) (7)	23,92	23,92	23,20	23,20	
(xx) clause 10 (1) (j) (8)	26,32	26,32	25,52	25,52	
(xxi) clause 10 (1) (k)	6,93	6.93	6,72	6,72	
(xxii) clause 10 (1) (I) (1)	8,39	8,39	7,76	8,13	
(xxiii) clause 10 (1) (I) (2)	9,22	9,22	8,53	8,95	
(xxiv) clause 10 (1) (I) (3)	10,15	10,15	9,39	9,84	
(xxv) clause 10 (1) (I) (4)	12,28	12,28	11,91	11,91	

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the specified fringe benefits indicating the amount of the contribution made."

#### 5. CLAUSE 15: RETIREMENT FUNDS

#### 5.1 Substitute the following for sub-clauses (4)(a) and (b):

#### \*(4) Contributions by the employer:

(a) Every employer shall contribute an amount to the Retirement Fund on behalf of each eligible employee in respect of each contribution day that the employee remains in his/her employ, which shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.				
	Area	Area	Area	Area	
	'A'	'B'	,C,	,D,	
	R	R	R	R	
	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed in-					
(i) clause 10 (1) (a) (1)	18,94	18,94	16,74	18,37	
(ii) clause 10 (1) (a) (2)					
(iii) clause 10 (1) (b) (1)	18,94	18,94	16,74	18,37	
(iv) clause 10 (1) (b) (2)					
(v) clause 10 (1) (c) (1)	20,83	20,83	19,27	20,21	

(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	22,92	22,92	21,21	22,23
(viii) clause 10 (1) (e)	25,21	25,21	23,33	24,45
(ix) clause 10 (1) (f)	27,73	27,73	25,66	26,90
(x) clause 10 (1) (g)	30,50	30,50	28,23	29,59
(xi) clause 10 (1) (h)	33,55	33,55	31,05	32,54
(xii) clause 10 (1) (i)	36,91	36,91	35,81	35,81
(xiii) clause 10 (1) (j) (1)	40,60	40,60	39,39	39,39
(xiv) clause 10 (1) (j) (2)	44,66	44,66	43,32	43,32
(xv) clause 10 (1) (j) (3)	49,13	49,13	47,65	47,65
(xvi) clause 10 (1) (j) (4)	54,04	54,04	52,42	52,42
(xvii) clause 10 (1) (j) (5)	59,44	59,44	57,66	57,66
(xviii) clause 10 (1) (j) (6)	65,39	65,39	63,42	63,42
(xix) clause 10 (1) (j) (7)	71,93	71,93	69,77	69,77
(xx) clause 10 (1) (j) (8)	79,12	79,12	76,75	76,75
(xxi) clause 10 (1) (k)	20,83	20,83	20,21	20,21
(xxii) clause 10 (1) (I) (1)	25,21	25,21	23,33	24,45
(xxiii) clause 10 (1) (I) (2)	27,73	27,73	25,66	26,90
(xxiv) clause 10 (1) (I) (3)	30,50	30,50	28,23	29,59
(xxv) clause 10 (1) (I) (4)	36,91	36,91	35,81	35,81

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day, and shall on that day endorse and issue the employee with the Council's fringe benefits indicating the amount of the contribution made."

#### 5.2 Add the following new sub-clause (7) after sub-clause (6):

"(7) Contributions by employees: (a) Every employer shall deduct a retirement fund contribution amount on behalf of each eligible employee in respect of each day that the employee remains in his / her employ, which shall be calculated as follows:

Category of employee	From the date of commencement this Agreement.			ement of
	Area	Area	Area	Area
	'A'	'B'	'C'	,D,
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	0,70	0,70	0,62	0,68
(ii) clause 10 (1) (a) (2)				
(iii) clause 10 (1) (b) (1)	0,70	0,70	0,62	0,68
(iv) clause 10 (1) (b) (2)				
(v) clause 10 (1) (c) (1)	0,77	0,77	0,71	0,75
(vi) clause 10 (1) (c) (2)				
(vii) clause 10 (1) (d)	0,85	0,85	0,79	0,82
(viii) clause 10 (1) (e)	0,93	0,93	0,86	0,91
(ix) clause 10 (1) (f)	1,03	1,03	0,95	1,00
(x) clause 10 (1) (g)	1,13	1,13	1,05	1,10

(xi) clause 10 (1) (h)	1,24	1,24	1,15	1,21
(xii) clause 10 (1) (i)	1,37	1,37	1,33	1,33
(xiii) clause 10 (1) (j) (1)	1,50	1,50	1,46	1,46
(xiv) clause 10 (1) (j) (2)	1,65	1,65	1,60	1,60
(xv) clause 10 (1) (j) (3)	1,82	1,82	1,76	1,76
(xvi) clause 10 (1) (j) (4)	2,00	2,00	1,94	1,94
(xvii) clause 10 (1) (j) (5)	2,20	2,20	2,14	2,14
(xviii) clause 10 (1) (j) (6)	2,42	2,42	2,35	2,35
(xix) clause 10 (1) (j) (7)	2,66	2,66	2,58	2,58
(xx) clause 10 (1) (j) (8)	2,93	2,93	2,84	2,84
(xxi) clause 10 (1) (k)	0,77	0,77	0,75	0,75
(xxii) clause 10 (1) (I) (1)	0,93	0,93	0,86	0,91
(xxiii) clause 10 (1) (I) (2)	1,03	1,03	0,95	1,00
(xxiv) clause 10 (1) (l) (3)	1,13	1,13	1,05	1,10
(xxv) clause 10 (1) (I) (4)	1,37	1,37	1,33	1,33"

### 6. CLAUSE 16: SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE BENEFIT FUND FOR THE BUILDING INDUSTRY

#### 6.1 Substitute the following for sub-clauses (3)(a) and (b):

#### \*(3) Contributions by the employer:

(a) Every employer shall contribute an amount to the Fund on behalf of each eligible employee in respect of each contribution day for which the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of this Agreement.				
	Area	Area	Area	Area	
	'A'	'B'	,C,	'D'	
	R	R	R	R	
	per	per	per	per	
	day	day	day	day	
Employees for whom wages are prescribed in-					
(i) clause 10 (1) (a) (1)	2,10	2,10	1,86	2,04	
(ii) clause 10 (1) (a) (2)	2,10	2,10	1,86	2,04	
(iii) clause 10 (1) (b) (1)	2,10	2,10	1,86	2,04	
(iv) clause 10 (1) (b) (2)	2,10	2,10	1,86	2,04	
(v) clause 10 (1) (c) (1)	2,31	2,31	2,14	2,25	
(vi) clause 10 (1) (c) (2)	2,31	2,31	2,14	2,25	
(vii) clause 10 (1) (d)	2,55	2,55	2,36	2,47	
(viii) clause 10 (1) (e)	2,80	2,80	2,59	2,72	
(ix) clause 10 (1) (f)	3,08	3,08	2,85	2,99	
(x) clause 10 (1) (g)	3,39	3,39	3,14	3,29	
(xi) clause 10 (1) (h)	3,73	3,73	3,45	3,62	
(xii) clause 10 (1) (i)	4,10	4,10	3,98	3,98	
(xiii) clause 10 (1) (j) (1)	4,51	4,51	4,38	4,38	
(xiv) clause 10 (1) (j) (2)	4,96	4,96	4,81	4,81	
(xv) clause 10 (1) (j) (3)	5,46	5,46	5,29	5,29	

(xvi) clause 10 (1) (j) (4)	6,00	6,00	5,82	5,82
(xvii) clause 10 (1) (j) (5)	6,60	6,60	6,41	6,41
(xviii) clause 10 (1) (j) (6)	7,27	7,27	7,05	7,05
(xix) clause 10 (1) (j) (7)	7,99	7,99	7,75	7,75
(xx) clause 10 (1) (j) (8)	8,79	8,79	8,53	8,53
(xxi) clause 10 (1) (k)	2,31	2,31	2,25	2,25
(xxii) clause 10 (1) (I) (1)	2,80	2,80	2,59	2,72
(xxiii) clause 10 (1) (I) (2)	3,08	3,08	2,85	2,99
(xxiv) clause 10 (1) (I) (3)	3,39	3,39	3,14	3,29
(xxv) clause 10 (1) (I) (4)	4,10	4,10	3,98	3,98

(b) Every employer shall pay the specified contribution to the Council on the employee's normal pay day."

#### 7. CLAUSE 19: EXPENSES OF THE COUNCIL

#### 7.1 Substitute the following for sub-clauses (1)(a) and (b):

#### "(1) Contributions by the employer:

(a) Every employer shall contribute an amount to the Council in respect of each eligible employee for each contribution day that the employee remains in his/her employ, which amount shall be calculated as follows:

Category of employee	From the date of commencement of					
	this Agreement.					
	Area	Area	Area	Area		
	'A'	'B'	,C,	,D,		
	R	R	R	R		
	per	per	per	per		
	day	day	day	day		
Employees for whom wages are prescribed in-						
i) clause 10 (1) (a) (1)	3,60	3,60	3,18	3,49		
(ii) clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49		
(iii) clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49		
(iv) clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49		
(v) clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84		
(vi) clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84		
(vii) clause 10 (1) (d)	4,35	4,35	4,03	4,22		
(viii) clause 10 (1) (e)	4,79	4,79	4,43	4,65		
(ix) clause 10 (1) (f)	5,27	5,27	4,88	5,11		
(x) clause 10 (1) (g)	5,80	5,80	5,36	5,62		
(xi) clause 10 (1) (h)	6,37	6,37	5,90	6,18		
(xii) clause 10 (1) (i)	7,01	7,01	6,80	6,80		
(xiii) clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48		
(xiv) clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23		
(xv) clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05		
(xvi) clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96		

(xvii) clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii) clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix) clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx) clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi) clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii) clause 10 (1) (I) (1)	4,79	4,79	4,43	4,65
(xxiii) clause 10 (1) (I) (2)	5,27	5,27	4,88	5,11
(xxiv) clause 10 (1) (I) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (I) (4)	7,01	7,01	6,80	6,80

(b) Every employer shall pay the specified amount to the Council on the employee's normal pay day."

#### 7.2 Substitute the following for sub-clauses (2)(a) and (b):

#### "(2) Special levy by the employee:

(a) Every employer may on each pay day deduct from the wages due every day to each eligible employee the amount that is specified below:

From the date of commence this Agreement.			ement of	
Area	Area	Area	Area	
'A'	'B'	'C'	,D,	
R	R	R	R	
per	per	per	рег	
day	day	day	day	
	Area 'A' R per	Area Area 'A' 'B' R R per per	Area Area Area 'A' 'B' 'C'  R R R  per per per	

Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)	3,60	3,60	3,18	3,49
(ii) clause 10 (1) (a) (2)	3,60	3,60	3,18	3,49
(iii) clause 10 (1) (b) (1)	3,60	3,60	3,18	3,49
(iv) clause 10 (1) (b) (2)	3,60	3,60	3,18	3,49
(v) clause 10 (1) (c) (1)	3,96	3,96	3,66	3,84
(vi) clause 10 (1) (c) (2)	3,96	3,96	3,66	3,84
(vii) clause 10 (1) (d)	4,35	4,35	4,03	4,22
(viii) clause 10 (1) (e)	4,79	4,79	4,43	4,65
(ix) clause 10 (1) (f)	5,27	5,27	4,88	5,11
(x) clause 10 (1) (g)	5,80	5,80	5,36	5,62
(xi) clause 10 (1) (h)	6,37	6,37	5,90	6,18
(xii) clause 10 (1) (i)	7,01	7,01	6,80	6,80
(xiii) clause 10 (1) (j) (1)	7,71	7,71	7,48	7,48
(xiv) clause 10 (1) (j) (2)	8,49	8,49	8,23	8,23
(xv) clause 10 (1) (j) (3)	9,33	9,33	9,05	9,05
(xvi) clause 10 (1) (j) (4)	10,27	10,27	9,96	9,96
(xvii) clause 10 (1) (j) (5)	11,29	11,29	10,96	10,96
(xviii) clause 10 (1) (j) (6)	12,42	12,42	12,05	12,05
(xix) clause 10 (1) (j) (7)	13,67	13,67	13,26	13,26
(xx) clause 10 (1) (j) (8)	15,03	15,03	14,58	14,58
(xxi) clause 10 (1) (k)	3,96	3,96	3,84	3,84
(xxii) clause 10 (1) (I) (1)	4,79	4,79	4,43	4,65
(xxiii) clause 10 (1) (I) (2)	5,27	5,27	4,88	5,11

(xxiv) clause 10 (1) (I) (3)	5,80	5,80	5,36	5,62
(xxv) clause 10 (1) (I) (4)	7,01	7,01	6,80	6,80
200 92 A0040000000000000000000000000000000000				

(c) Every employer shall pay the specified amounts to the Council as prescribed in subclause (1) hereof."

#### 8. CLAUSE 21: SPECIAL MEMBERSHIP LEVY: EMPLOYERS

#### 8.1 Substitute the following for clause (21)(1):

"(1) Every employer, to whom this agreement applies, shall pay an amount of R1,70 per day for each normal workday, in respect of each eligible employee in his/her employment during that normal working day."

#### 9. Add the following new clause 30 after clause 29:

#### "30. FUNERAL BENEFIT

- (1) The funeral benefit fund, administered by the Council, for the purpose of providing a funeral benefit to new eligible employees, namely Cleaners, Beginner Prefabricated concrete wall Labourers and Labourers which are registered in the industry for the first time. Fees contributed by the employers to the fund must be invested as determined under section 53 (5) of the Act. After a membership of 1 year they will automatically qualify for the full retirement benefit.
- (2) Contributions by the employer: (a) An employer shall contribute an amount on behalf of an eligible employee to the Funeral Benefit for each day that the employee is employed (a contribution week), which amount shall be calculated as follows:

Category of employee	From th	ne date of	commence	ement of
		this Agr	eement.	
	Area	Area	Area	Area
	'A'	'B'	,C,	,D,
	R	R	R	R
	per	per	per	per
	day	day	day	day
Employees for whom wages are prescribed in-				
(i) clause 10 (1) (a) (1)				
(ii) clause 10 (1) (a) (2)	1,00	1,00	1,00	1,00
(iii) clause 10 (1) (b) (1)				
(iv) clause 10 (1) (b) (2)	1,00	1,00	1,00	1,00
(v) clause 10 (1) (c) (1)				
(vi) clause 10 (1) (c) (2)	1,00	1,00	1,00	1,00
(vii) clause 10 (1) (d)				
(viii) clause 10 (1) (e)				
(ix) clause 10 (1) (f)				li li
(x) clause 10 (1) (g)				
(xi) clause 10 (1) (h)				
(xii) clause 10 (1) (i)				
(xiii) clause 10 (1) (j) (1)				
(xiv) clause 10 (1) (j) (2)				
(xv) clause 10 (1) (j) (3)				
(xvi) clause 10 (1) (j) (4)	1			

(xvii) clause 10 (1) (j) (5)		
(xviii) clause 10 (1) (j) (6)		
(xix) clause 10 (1) (j) (7)		
(xx) clause 10 (1) (j) (8)		
(xxi) clause 10 (1) (k)		
(xxii) clause 10 (1) (I) (1)		
(xxiii) clause 10 (1) (I) (2)		
(xxiv) clause 10 (1) (I) (3)		
(xxv) clause 10 (1) (l) (4)		

- (3) If Cleaners, Prefabricated concrete wall Labourers and Labourers withdraw their pension / provident benefits and return to the industry, he/she is eligible for a funeral benefit and only after a year qualifies for full retirement benefits.
- (4) Eligible employees will qualify for a funeral benefit of R5000.00 if they contribute 50 daily contributions during a working year."

SIGNED ON BEHALF OF THE PARTIES ON THIS 10TH DAY OF AUGUST 2016.

TOTAL WORD COUNT - 4 485

R.C. DAMON CHAIRMAN

P.A. BOTHA

MBA WEST BOLAND

Bou Industrieë Assosiasie Wes-Boland

D.J PHILLIPS

MBA GREATER BOLAND

Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)

G. RÍCHARDS

**BUILDING WORKERS UNION** 

L. ONTONG SECRETARY

BUILDING BARGAINGING COUNCIL NORTH AND WEST-BOLAND

#### **DEPARTMENT OF LABOUR**

NO. R. 1368 04 NOVEMBER 2016

#### **LABOUR RELATIONS ACT, 1995**

BUILDING INDUSTRY BARGAINING COUNCIL NORTH AND WEST BOLAND: EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 624 of 5 August 2011, R. 133 of 24 February 2012, R. 957 of 23 November 2012, R. 691 of 20 September 2013, R. 820 of 24 October 2014, R. 1039 of 30 October 2015 and R. 1108 of 13 November 2015 by a further period ending 31 December 2017.

M N OLIPHANT MINISTER OF LABOUR

#### UMNYANGO WEZABASEBENZI

#### UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI, KA 1995

UMKHANDLU WOKUZOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO KANYE NASENTSHONALANGA YEBOLAND: UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wezobudlelwano Kwezabasebenzi, ka 1995, ngelula izikhathi zokusebenza kwezivumelwano ezinqunywe kwiZaziso zikaHulumeni ezinguNombolo R.624 somhlaka 5 kuNcwaba 2011, R.133 somhlaka 24 kuNhlolanja 2012, R. R.957 somhlaka 23 kuLwezi 2012, R. 691 somhlaka 20 kuMandulo 2013, R.820 somhlaka 24 kuMfumfu 2014, R.1039 somhlaka 30 kuMfumfu 2015 kanye nesingu R.1108 somhlaka 13 kulwezi 2015 ngesikhathi esengeziwe esiphela mhlaka 31 kuZibandlela 2017

M N OLIPHANT UNGQONGQOSHE WEZABASEBENZI

#### **SOUTH AFRICAN REVENUE SERVICE**

NO. R. 1369

**04 NOVEMBER 2016** 

# AMENDMENT OF SCHEDULE NO. 1 (NO.1/1/1555) **CUSTOMS AND EXCISE ACT, 1964**

**CORRECTION NOTICE** 

By the substitution of the rates of duty where they appear in the "MERCOSUR" column as published in Notice No. R.1284 of Govemment Gazette No. 40356 on 21 October 2016 for the tariff subheadings listed below, with effect from 10 October 2016.

Heading / CD Article D	QЭ	Article	Article Description	Statistical			Rate of Duty		
Subheading				Unit	General	品	EFTA	SADC	MERCOSUR
5402.31	9	-	Of nylon or other polyamides, measuring per single yarn not more than 500 dtex	kg	15%	%6	2%	free	11,25%
5402.32	2	:	Of nylon or other polyamides, measuring per single yarn more than 500 dtex	kg	15%	%6	2%	free	11,25%
5402.33	6		Of polyesters	kg	15%	%6	%5	free	11,25%
5402.34	9	.;	Of polypropolyne	kg	15%	%6	%9	free	11,25%
5402.48	9	:	Other, of polypropolyne	kg	15%	%6	%9	free	11,25%
6103.22	4	-:	Of cotton	n	40%	24%	20%	free	36% to Paraguay, Uruguay
6103.42.10	0	:	Trousers	п	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6103.42.20	∞	;	Breeches and shorts	ח	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6103.42.90	6	:	Other	п	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6104.42	2	:	Of cotton	п	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6105.10	4	:	Of cotton	п	45%	27%	20%	free	40,5% to Paraguay, Uruguay
6813.20.10	4	:	Brake linings of pressure or similar moulded material	kg	15%	%6	15%	free	13,5%
6813.81.10	8	:	Brake linings of pressure or similar moulded material	kg	15%	%6	15%	free	13,5%

#### SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1369 04 NOVEMBER 2016

# DOEANE EN AKSYNS WET, 1964 WYSIGING VAN BYLAE NO. 1 (NO.1/1/1555)

VERBETERINGSKENNISGEWING

Deur die vervanging van die skale van reg waar dit voorkom in die "MERCOSUR" kolom soos gepubliseer in Kennisgewing No. R.1284 van Staatskoerant No. 40356 gedateer 21 Oktober 2016 vir die ondervermelde tariefsubposte, met ingang vanaf 10 Oktober 2016.

Deur die vervanging van die volgende:	ng van c	die volge	ende:						
Pos/	TS	Artikel	rywing	Statistiese			Skaal van Reg		
Subpos				Eenheid	Algemeen	EU	EFTA	SAOG	MERCOSUR
5402.31	9	:	Van nylon of ander poliamiede, met 'n lesing per enkelgaring van hoogstens 500 dtex	kg	15%	%6	2%	VIY	11,25%
5402.32	2	-	Van nylon of ander poliamiede, met 'n lesing per enkelgaring van meer as 500 dtex	kg	15%	%6	2%	۸۱۸	11,25%
5402.33	6	-:	Van poliësters	kg	15%	%6	2%	VIY	11,25%
5402.34	5	-:	Van polipropileen	kg	15%	%6	2%	VIY	11,25%
5402.48	5	-:	Ander, van polipropileen	kg	15%	%6	2%	VIY	11,25%
6103.22	4	:	Van katoen	п	40%	24%	20%	λιλ	36% vir Paraguay, Uruguay
6103.42.10	0	:	Broeke	n	45%	27%	20%	λιλ	40,5% vir Paraguay, Uruguay
6103.42.20	8	:	Kortbroeke	n	45%	27%	20%	λιλ	40,5% vir Paraguay, Uruguay
6103.42.90	6	:	Ander	n	45%	27%	20%	۸ıλ	40,5% vir Paraguay, Uruguay
6104.42	7	;	Van katoen	n	45%	27%	20%	VIY	40,5% vir Paraguay, Uruguay
6105.10	4	:	Van katoen	n	45%	27%	20%	vry	40,5% vir Paraguay, Uruguay
6813.20.10	4	:	Remvoerings van druk- of dergelike gevormde stof	kg	15%	9%	15%	vry	13,5%
6813.81.10	∞	:	Remvoerings van druk- of dergelike gevormde stof	kg	15%	%6	15%	vry	13,5%

#### SOUTH AFRICAN REVENUE SERVICE

NO. R. 1370

#### **04 NOVEMBER 2016**

## AMENDMENT OF SCHEDULE NO. 1 (NO.1/1/1554) **CUSTOMS AND EXCISE ACT, 1964 CORRECTION NOTICE**

By the substitution of the rates of duty where they appear in the "MERCOSUR" column as published in Notice No. R.1283 of Government Gazette No. 40356 on 21 October 2016 for the tariff subheadings listed below, with effect from 10 October 2016.

By the substitution of the following:	on of the	followir	ŋg:						
Heading /	ОО	Article	Article Description	Statistical			Rate of Duty		
Subheading				Unit	General	EU	EFTA	SADC	MERCOSUR
0304.61.90	8	:	Other	kg	25%	22,5%	free	free	22,5%
0304.62.90	9		Other	kg	72%	22,5%	free	free	22,5%
0304.63.90	2		Other	kg	72%	22,5%	free	free	22,5%
0304.69.90	0	:	Other	kg	72%	22,5%	free	free	22,5%
0304.71.90	4	:	Other	kg	72%	22,5%	free	free	22,5%
0304.72.90	0	:	Other	kg	72%	22,5%	free	free	22,5%
0304.73.90	7		Other	kg	75%	22,5%	free	free	22,5%
0304.74.90	3		Other	kg	%57	22,5%	free	free	22,5%
0304.75.90	9	:	Other	kg	25%	22,5%	free	free	22,5%
0304.79.90	2		Other	kg	72%	22,5%	free	free	22,5%
0304.81.90	6		Other	kg	72%	22,5%	free	free	22,5%
0304.82.90	2		Other	kg	72%	22,5%	free	free	22,5%
0304.83.90	1	-:	Other	kg	72%	22,5%	free	free	22,5%
0304.84.90	8		Other	kg	75%	22,5%	free	free	22,5%
0304.85.90	4		Other	kg	72%	22,5%	free	free	22,5%
0304.87.90	7	:	Other	kg	25%	22,5%	free	free	22,5%
0304.89.90	4	:	Other	kg	25%	22,5%	free	free	22,5%

#### SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 1370

#### **04 NOVEMBER 2016**

# VERBETERINGSKENNISGEWING DOEANE EN AKSYNS WET, 1964 WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1554)

Deur die vervanging van die skale van reg waar dit voorkom in die "MERCOSUR" kolom soos gepubliseer in Kennisgewing No. R.1283 van Staatskoerant No. 40356 gedateer 21 Oktober 2016 vir die ondervermelde tariefsubposte, met ingang vanaf 10 Oktober 2016.

Deur die vervanging van die volgende:	ing van	die volge	ende:						
Pos/	TS	Artike	Artikel Beskrywing S	Statistiese			Skaal van Reg		
Subpos				Eenheid	Algemeen	EU	EFTA	SAOG	MERCOSUR
0304.61.90	8	:	Ander	kg	25%	22,5%	vry	vry	22,5%
0304.62.90	9		Ander	kg	75%	22,5%	vry	vry	22,5%
0304.63.90	2	÷	Ander	kg	75%	22,5%	vry	vry	22,5%
0304.69.90	0	:	Ander	kg	25%	22,5%	vry	vry	22,5%
0304.71.90	4		Ander	kg	25%	22,5%	vry	vry	22,5%
0304.72.90	0	:	Ander	kg	25%	22,5%	vry	vry	22,5%
0304.73.90	7		Ander	kg	72%	22,5%	vry	vry	22,5%
0304.74.90	3		Ander	kg	25%	22,5%	vry	vry	22,5%
0304.75.90	9		Ander	kg	75%	22,5%	vry	vry	22,5%
0304.79.90	2		Ander	kg	75%	22,5%	vry	vry	22,5%
0304.81.90	6		Ander	kg	25%	22,5%	vry	vry	22,5%
0304.82.90	2	:	Ander	kg	25%	22,5%	vry	vry	22,5%
0304.83.90	-	:	Ander	kg	72%	22,5%	vry	vry	22,5%
0304.84.90	8	:	Ander	kg	72%	22,5%	vry	vry	22,5%
0304.85.90	4		Ander	kg	25%	22,5%	vry	vry	22,5%
0304.87.90	7		Ander	kg	25%	22,5%	vry	vry	22,5%
0304.89.90	4		Ander	kg	25%	22,5%	vry	vry	22,5%

## WARNING!!!

## To all suppliers and potential suppliers of goods to the Government Printing Works

The Government Printing Works would like to warn members of the public against an organised syndicate(s) scamming unsuspecting members of the public and claiming to act on behalf of the Government Printing Works.

One of the ways in which the syndicate operates is by requesting quotations for various goods and services on a quotation form with the logo of the Government Printing Works. Once the official order is placed the syndicate requesting upfront payment before delivery will take place. Once the upfront payment is done the syndicate do not deliver the goods and service provider then expect payment from Government Printing Works.

Government Printing Works condemns such illegal activities and encourages service providers to confirm the legitimacy of purchase orders with GPW SCM, prior to processing and delivery of goods.

To confirm the legitimacy of purchase orders, please contact:

Renny Chetty (012) 748-6375 (Renny.Chetty@gpw.gov.za),

Anna-Marie du Toit (012) 748-6292 (Anna-Marie.DuToit@gpw.gov.za) and

Siraj Rizvi (012) 748-6380 (Siraj.Rizvi@gpw.gov.za)

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