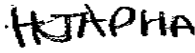
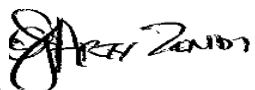




**37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993**

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	EThekwini Municipality- Water and Sanitation
Project Name	<b>SUPPLY AND DELIVERY OF LIQUID ALUMINIUM SULPHATE FOR THIRTY-SIX MONTHS</b>
Contract Number	WS7442
Revision	01
Internal Reference no.	S37.2 57/04/2022
(Safety officer)	Name and surname: Hlengiwe Njapha Signature:  Date: 19/04/2022
(Manager: Safety & Risk)	Name and surname: Arty Zondi Signature:  Date: 19/04/2022

# **ETHEKWINI MUNICIPALITY**

## **OCCUPATIONAL HEALTH AND SAFETY**



### **OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2**

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#### **Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

Written agreement between ETHEKWINI Municipality (the “employer”)

I hereby declare that I, .....,representing eThekwini Municipality from .....Unit

And  
(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993 and its Regulation and other applicable Legislations .

I agree to ensure that all work performed, or machinery and plant used by the “mandatary” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during the course of any Contract awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

The Contractor must keep the risk assessment and writing safe working procedures in the safety file.

The Contractor shall appoint a Supervisor with the duty of supervising the performance of the work.

The Contractor shall ensure that equipment and facilities are maintained in good working order.

The Contractor shall ensure that all his or her employees are under medical surveillance issued by Occupational Health Practitioner.

The Contractor shall ensure that all employees under his control are provided with Personal Protective Equipment's.

The Contractor shall provide a fully equipped first aid box with a trained employee to administer first aid treatment to construction site employees. The Contractor must develop an Injury on Duty procedure to be followed by all employees in the event of work-related injuries and diseases.

The Contractor must be registered and in good standing with the Compensation Fund or a licensed Compensation Insurer, a proof of updated letter of Good Standing to be filed in the "Safety File"

Signed this .....day of .....20.....

On behalf of the "mandatary" (print).....

(sign) .....

On behalf of the "employer" (print).....

(sign) .....