



OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

AGREEMENT WITH MANDATORY IN TERMS OF 37. 2 OF THE OHS ACT WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Client:

WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH

And

(Hereinafter referred to as The Contractor)

Agreement with Mandatory needs to be completed in black ink and each page or changes made needs to be initiated by both parties

Contents

1. REPORTING	3
2. WARRANTY OF COMPLIANCE	3
3. APPOINTMENTS AND TRAINING	3
4. SUPERVISION, DISCIPLINE AND REPORTING	4
5. ACCESS TO THE OHS ACT	4
6. COOPERATION	4
7. HEALTH AND SAFETY FILE	4
8. WORK PROCEDURES	4
9. COMPENSATION REGISTRATION	5
10. INSURANCE	5
11. MEDICAL EXAMINATIONS	5
12. INCIDENT REPORTING AND INVESTIGATION	5
13. SUBCONTRACTORS	5
14. SECURITY AND ACCESS	6
15. HYGIENE AND CLEANLINESS	6
16. NO NUISANCE	6
17. INTOXICATION NOT ALLOWED	7
18. PERSONAL PROTECTIVE EQUIPMENT	7
20. NO USAGE OF THE EMPLOYER'S EQUIPMENT	7
21. COVID-19 PROTOCOL	7
22. CLARIFICATION	7
23. DURATION OF AGREEMENT	8
24. HEADINGS	8

1. REPORTING

1.1 The Contractor and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the representative designated by the Client prior to commencing the work at the premises.

2. WARRANTY OF COMPLIANCE

2.1 In terms of this agreement the Contractor warrants that he/she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act 85 of 1993 for the purposes of compliance with the Act.

2.2 The Contractor further warrants that he/ she and/or his/her employees undertake to maintain such compliance with the OHS Act 85 of 1993. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Contractor shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

2.3 The Contractor hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or his nominated Chief Executive Officer.

3. APPOINTMENTS AND TRAINING

3.1 The Contractor shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act 85 of 1993 and the relevant legislation provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Contractor shall immediately be provided to the Client.

3.2 The Contractor shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Contractor shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

3.3 Notwithstanding the provisions of the above, the Contractor shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act 85 of 1993, and that they comply with the provisions of the Act and relevant regulations pertaining to the work.

3.4. The Contractor shall ensure that all appointments which requires competency certification are valid and available to the Client upon request.

3.5. The Contractor shall provide written proof that his/ her employees and sub-contractor(s) have been made aware of the hazards and risks identified, and control measures put in place.

4. SUPERVISION, DISCIPLINE AND REPORTING

4.1 The Contractor shall ensure that all work performed on the Client's premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

4.2 The Contractor shall further ensure that his employees report to him/ her all unsafe or unhealthy work situations immediately after they become aware and that he/ she in turn immediately reports these to the Client and/or his/her representative.

5. ACCESS TO THE OHS ACT

5.1 The Contractor shall ensure that he/ she has an updated copy of the OHS Act 85 of 1993 and all applicable regulations on site and that this is accessible to his/her appointed responsible persons and employees.

6. COOPERATION

6.1 The Contractor and/or his/her responsible persons and employees shall provide full co-operation and information if and when the Client or his/ her representative inquiries into occupational health and safety issues concerning the Contractor. It is hereby recorded that the Client and his/ her representative shall at all times be entitled to make such inquiry.

6.2 Without derogating from the generality of the above, the Contractor and his/her responsible persons shall make available to the Client and his/ her representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

6.3 With the above mentioned, the Contractor and his/her responsible persons shall make available to the Client and his/ her representative, on request, all and any documentation required as per the OHS Act 85 of 1993 and the applicable regulations/ legislation.

7. HEALTH AND SAFETY FILE

7.1 The Contractor shall ensure that the health and safety file is kept onsite at all times and shall not be removed from the premises.

7.2 The Contractor shall ensure that the Health and Safety File is readily available upon inspection from the Client or his/her representative and Department of Labour.

7.3 The Contractor shall ensure that after completion of the project, the health and safety file is handed over to the Client.

8. WORK PROCEDURES

8.1 The Contractor shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Contractor

shall then ensure that his responsible persons and employees are familiar with such mitigation measures.

8.2 The Contractor shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

9. COMPENSATION REGISTRATION

9.1 The Contractor shall ensure that he/ she has a valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Contractor shall further ensure that the cover remain in force while any such employee is present on the premises.

10. INSURANCE

10.1 The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and/or his Contractor and/or his employees are present on the premises or which shall remain in force for the duration of his contractual relationship with the client whichever period is the longest:

- Public liability insurance cover
- Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his contractors and/or his employees' acts and/or omissions on the premises.

11. MEDICAL EXAMINATIONS

11.1 The Contractor shall ensure that all his/ her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12. INCIDENT REPORTING AND INVESTIGATION

12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Contractor to the Department of Labour and to the Client. The Client shall further be provided with copies of any written documentation relating to any incident.

12.2 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act 85 of 1993 into such incident.

13. SUBCONTRACTORS

13.1 The Contractor shall notify the Client of any subcontractor he/ she may wish to perform work on his behalf on the Client's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

- The Contractor shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Client's premises.
- The Contractor shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- The Contractor shall inform the Client of any health and safety hazards and/or issue that the subcontractor may have brought to this attention.
- The Contractor shall inform the Client of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Client's premises.

14. SECURITY AND ACCESS

14.1 The Contractor and his/ her employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Client. The Contractor shall ensure that employees observe the site security rules at all times and shall not permit any person who is not directly associated with the work from entering the premises.

14.2 The Contractor and his/ her employees shall not enter any area of the premises or site that is not directly associated with their work.

14.3 The Contractor shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Client to allow the materials, machinery or equipment to be removed from the premises.

14.4 The Contractor shall not remove any equipment, machinery, material, property or artifact which belongs to the Client from the premises without the written permission from the Client's representative.

15. HYGIENE AND CLEANLINESS

15.1 The Contractor shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

16. NO NUISANCE

16.1 The Contractor shall ensure that neither he/ she nor his/ her employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Client and/or his/ her surroundings.

16.2 The Contractor shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Client, another Contractor or any tenants. Where such situations are unavoidable, the Contractor shall give prior notice to the Client.

17. INTOXICATION NOT ALLOWED

17.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

18. PERSONAL PROTECTIVE EQUIPMENT

18.1 The Contractor shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) 7

of the OHS Act. The Contractor shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times free of charge.

19.2 The Contractor shall ensure that his/ her employees are trained on the usage, storage, maintenance, and disposal of PPE.

20. NO USAGE OF THE EMPLOYER'S EQUIPMENT

20.1 The Contractor hereby acknowledge that his employees are not permitted to use any materials, machinery or equipment of the Client unless the prior written consent of the Client has been obtained, in which case the Contractor shall ensure that only those persons authorized to make use of same, have access thereto.

21. COVID-19 PROTOCOL

21.1 The Contractor shall ensure that COVID-19 protocols are adhered too at all times at the Clients premises.

21.2 The Contractor shall ensure that covid-19 occupational health and safety measures in workplaces covid-19 (c19 ohs), 2020 are adhered too and incorporated into his/ her safe working procedures and risk assessments.

21.3 The Contractor shall ensure that the following is done:

- Daily covid-19 screen in terms of a questionnaire per employee and temperature monitoring;
- Safe distance followed (1.5 meters);
- Hand sanitiser available to employees.

22. CLARIFICATION

22.1 In the event that the Contractor requires clarification of any of the terms or provisions of this agreement, he should contact the Clients representatives.

23. DURATION OF AGREEMENT

23.1 This agreement shall remain in force for the duration of the work to be performed by the Contractor and/or while any of the Contractor's employees are present on the Clients' premises.

24. HEADINGS

24.1 The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

ACCEPTANCE BY THE CONTRACTOR:

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993, I, _____ acting for and on behalf of _____ (Company / Close Corporation/Enterprise/ Owner/User) undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Workmen's Compensation Number: _____

Print Name: _____. (Service Provider/ Contractor)

Signature: _____ at _____

TO BE COMPLETED BY THE CLIENT (DEPARTMENT OF HEALTH AND WELLNESS):

Print Name: _____. (Client/ Client Representative)

Signature: _____ at _____

Designation: _____ Date: _____

WITNESS:

1. _____

2. _____