SECTION 37(2) AGREEMENT

CONCLUDED BETWEEN

……[*insert name of subsidiary or Eskom Holdings SOC Limited*]

AND

……

(Name of contractor/supplier)

I, ……..[*(insert name of person representing contractor/supplier company*)representing …..... [*insert name of contractor/supplier*], do hereby acknowledge that …….. [*insert name of contractor/supplier*] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 (“the Act”), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ……. [*insert name of contractor/supplier*] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service ……[*insert brief details of project/service, for example, name, contract/project number*] ……. and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between …….. (*insert name of contractor/supplier)* and [*insert name of subsidiary or Eskom Holdings SOC Limited*] which will ensure compliance by …… [*insert name of contractor/supplier*] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

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This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this …….. day of ……..……... 20 …… at

……..……. (*Place*)

(*Full name*)…… (*Signature*) ……on

behalf of …….. **(Contractor/supplier)**

Contractor Responsible Manager (*responsible for signing the contract on behalf of the contractor/supplier*)

Witnesses

1. ……
2. ……..……

Signed this …… day of ……... 20 …… at …… (*Place*)

(*Full name*…….. (*Signature*) …… on

behalf of [insert name of subsidiary or Eskom Holdings SOC Limited]
(Contracts and/or Project Manager or Representative)

Witnesses

1. ……...
2. …….

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Annexure B: Acknowledgement Form for Eskom OHS legal and other requirements

NOTE: the supplier/contractor/tenderer has to ensure that he/she understands the OHS requirements listed hereunder.

1. The **supplier/contractor/tenderer** is expected to comply to the following documents when working at/rendering a service to Eskom but not limited to the following:
   a. Eskom contractor Health and Safety requirements standards 32-136
   b. OHS specification/requirements provided
   c. Occupational Health and Safety Act 85 of 1993
   d. Compensation for Occupational Diseases and Illnesses Act 130 of 1993

Note: Please note that after contract award, it is your responsibility to fully align the company's processes to Eskom's OHS requirements (policies, procedures, standards etc).

2. Penalties shall be enforced on the main supplier for non-conformance/s (identified for the main supplier and/or its contractor and/or supplier) pertaining to Eskom and/or Statutory OHS requirement/s.

4. Ensure that all employees (contractors/suppliers) undergo the relevant Eskom induction and the company's induction

5. Management of Contractors/ Suppliers

The main contractor/supplier:

a) Has to demonstrate to Eskom the process and selection criteria applied when appointing contractors and suppliers.
b) Has to provide notification to Eskom, prior to the appointment of contractors or suppliers for the commencement of work.
c) Has to ensure that contractors/ suppliers have adequate resources and competencies.
d) Is accountable for the management of its contractors/ suppliers in order to ensure that the applicable legal and Eskom requirements (that are applicable to the main supplier during contract execution) are complied with by the contractors or suppliers.
e) The main supplier shall monitor contractors or suppliers through audits and assessments with regard to OHS compliance during the execution of the work.
f) The grounds for the termination of work done by contractors/suppliers shall be provided by the main supplier.
g) All non-conformances/non-compliance by the contractors/suppliers (all tiers) to the main supplier shall be dealt with directly with the main contractor/supplier in terms of performance and penalty processes.
h) Eskom reserves the right to verify this when deemed necessary. The contractor may be instructed to provide copies of testimonials/references and the contact detail of clients (including Eskom) for whom the Company has done previous work of a similar nature

I, the undersigned, hereby acknowledge that I have obtained copies of the above documents and confirm that I fully understand them and the consequences of non-compliance.

Signed at …… on …….. day of …… 20……..

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Company/Supplier Name: ----------

Name of Authorised person (CEO/Director/ Managing Director)

---------- **----------**

Signature **Date**

Witness 1 ……..

Witness 2 ……

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ACKNOWLEDGEMENT FORM:

LIFE-SAVING RULES

Eskom's Life-saving Rules are safety rules which shall not be broken under any circumstances. It must be highlighted that Eskom takes a **ZERO TOLERANCE** stance to the violation of these rules. Life-saving Rules apply to all Eskom employees, including, subsidiaries, agents, consultants, contractors and to any person entering Eskom sites.

Rule 1: Open, Isolate, test, earth, and create an equipotential zone before touch

Rule 2: Hook up at height

Rule 3: Buckle up

Rule 4: Be sober

Rule 5: Ensure that you have a permit to work

Rule 6: Ensure Safe Live Working

Safety is a priority for Eskom. You are expected to develop a clear understanding of the rules and to apply them at all times. You are required to actively subscribe to these rules. Adherence to the safety rules is a condition of employment.

EMPLOYEE'S PLEDGE TO ADHERE TO ESKOM'S LIFE-SAVING RULES

I, …….. hereby pledge to familiarise myself with and abide by the Eskom Life-saving Rules as set out above and in the Life-saving Rules Standard (240-62196227).

Employee's Signature: …….. Date: ……

Initial…….

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Ref	OHS Tender Returnable	**Submission Y = Yes N= No**	**Comments**
1	Annexure B Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?		
2	OHS Plan (Must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements)		
3	Baseline OHS Risk Assessment (BRA) Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA		.
4	Valid Letter of Good Standing (COIDA or equivalent)		
5	OHS policy signed by CEO. The submitted policy document must comply to OHS Act Section 7		
6	37(2) Eskom Agreement		
7	Costing for Health and Safety OHS costing must reflect the amount of funds that will be allocated for OHS when the project commences (This is a breakdown of the bulk OHS costing in the bill of quantities) and		

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Compiled by:

……	……	……
Eskom's/Client's OHS Representative	**Signature**	**Date**

Verified by:

……	……	……
SHERQ Manager	**Signature**	**Date**

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