

	APPENDIX 2 – OHS, FIRE PROTECTION AND ENVIRONMENTAL PROTECTION REQUIREMENTS	PREPARED ON: 21 August 2020
		UPDATED: 29 November 2022

Appendix No. 11.26 to Contract No.

OHS, fire protection and environmental protection requirements (for purchases based on Procedure No. ZZ-01)

Obligations of Contractors acting on behalf of the Employer and obligations of Lessees

§ 1. General rules

1. The Contractor and its subcontractors, as well as the Lessee, shall carry out the activities (use of the leased property) in a manner that does not violate the applicable health and safety, fire safety and environmental protection regulations and rules, taking into account energy aspects and in accordance with the requirements, instructions and procedures laid down by the Employer, and shall comply with the Veolia Group's safety standards. The following general rules are hereby established, which apply to the whole of the regulations covered by this document and the documents to which it refers (e.g. where the OHS, Fire Protection and Environmental Protection Declaration is attached as an appendix to these requirements):
 - 1.1. The Contractor/Lessee's obligations within the scope of this document shall also apply to their subcontractors/sublessees and all their subcontractors/sublessees (irrespective of the tier, i.e. with which subcontractor they are contractually bound, hereinafter respectively referred to as "further subcontractors/sublessees"), as well as to their personnel and associates: Contractors/Lessees, subcontractors/sublessees and further subcontractors/sublessees (hereinafter collectively referred to as the "Contractor/Lessee's structure" respectively), i.e. the Contractor/Lessee's obligations within the scope of this document shall also apply to the Contractor/Lessee's structure, respectively.
 - 1.2. The Contractor/Lessee shall be accountable for compliance with its obligations hereunder by subcontractors, further subcontractors, as well as Contractor/Lessee's, subcontractor's and further subcontractor's personnel and associates, as if for its own acts and omissions.
 - 1.3. The obligations of the Contractors and all entities in the Contractor's structure within the scope of this document shall also apply to the Lessees and all entities in the Lessee's structure to the same extent, i.e. wherever the obligations of an entity in the Contractor's structure are referred to, analogous obligations shall be imposed on an entity in the Lessee's structure.
 - 1.4. No provision of this document shall entitle the Contractor/Lessee or any entity within the Contractor/Lessee's structure to claim from the Employer, or any other Veolia Group entity, or any Veolia personnel or associate, any rights that do not expressly arise from the contract between the Contractor/Lessee and the Employer concerned or from generally and absolutely applicable provisions of law.

The Contractor/Lessee is subject to the penalty schedule set out in § 7 for irregularities caused by personnel functioning within its structure. The Contractor/Lessee shall bear the costs associated with the suspension of works for reasons attributable to the entities indicated in the preceding sentence.

2. In addition, in order to highlight the key health and safety issues applicable at the **Employer's premises and at the Contractor/Lessee's worksite for the Employer**, top-level health and safety rules have been defined, the violation of which will be treated as a serious breach of fundamental duties and shall stipulate the immediate removal of a personnel functioning within the Contractor/Lessee's structure from the Employer's premises, the worksite and the exclusion of the Contractor/Lessee permanently from carrying out works for the Employer:
 - 2.1. It is forbidden to dismantle or damage collective protection equipment and protective systems (except when the dismantling of such equipment is the subject of the works to be carried out).

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- 2.2. It is forbidden to smoke tobacco products or electronic cigarettes in explosion hazard zones.
- 2.3. It is forbidden to consume and use alcohol, intoxicants, psychotropic substances and other similarly acting substances or to be under the influence of such substances on the Employer's premises/in the work area.
3. The Employer shall ensure that the Contractor/Lessee is able to organise and carry out the works in accordance with health and safety, fire safety and environmental protection regulations and rules, taking into account energy aspects (the latter applies to ISO 50001 certified companies).
4. The Contractor and its subcontractors carrying out works on behalf of the Employer and the Lessee are obliged to organise, prepare and carry out the works in such a manner as to prevent:
 - 4.1. accidents,
 - 4.2. near misses,
 - 4.3. occupational diseases,
 - 4.4. fire,
 - 4.5. environmental contamination,
 - 4.6. other hazards.
5. If foreign persons are employed, the Contractor/Lessee must provide at the worksite:
 - a) in the position of team leader / lead discipline engineer - a person who speaks Polish and a language understood by the foreigners employed and, if required, has professional licences for the works they are in charge of,
 - b) effective interpretation/translation so that the persons employed fully understand the instructions and procedures and other information provided by the Employer. It is the Contractor/Lessee's responsibility to provide an interpreter throughout the period of the works; this person is expected to be on site. The Contractor/Lessee must translate at its own expense, in a language understood by the personnel employed, all instructions that it is required to follow, the necessary documentation at the site of the works carried out for the Employer. In addition, the Contractor shall provide a simultaneous interpreter for the duration of the training, and shall arrange for the translation of the training materials at its own expense. The Contractor/Lessee is obliged to provide effective interpretation for persons who are not fluent in Polish to every extent and at every stage of the performance of the Contract with the Employer. All translation activities shall be carried out at the Contractor/Lessee's expense. All liability to the extent that results from incorrect, including incomplete or inaccurate, translation shall be borne by the Contractor/Lessee.
6. If there is a reasonable suspicion that the personnel functioning within the Contractor/Lessee's structure have turned up for work under the influence of alcohol or have consumed alcohol while at work or have turned up for work under the influence of intoxicants, psychotropic substances and other similarly acting substances or have used the same while at work, an authorised person on the Employer's side shall have the right not to let them work. A sobriety and intoxication test of the aforementioned personnel shall be carried out by a law enforcement authority. An intoxication test shall be carried out with the written consent of the employee. The Contractor/Lessee, on its own behalf and on behalf of all subcontractors (of any tier), as separately empowered, authorises persons on the Employer's side (to be understood to be representatives of the Employer or representatives of the Employer's OHS Services) to not allow an employee to work and to request a test of the employee's state of sobriety or state of intoxication in the situations referred to in the preceding sentences.
7. On the Employer's premises and in the area where the works are to be carried out, the Contractor/Lessee shall comply with the rules, including but not limited to:
 - 7.1. having valid safety data sheets for hazardous substances/mixtures and providing copies of these to the Employer prior to bringing substances onto its premises, and having confirmation that its personnel are familiar with these safety data sheets,

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- 7.2. providing and executing the use of personal protection equipment as envisaged by the safety data sheets.
8. The Employer provides other specific regulations and internal requirements to be familiarised with and complied with, applicable to all persons working or providing services for its benefit, as required.
9. The Contractor shall display an information board in the area where the work is to be carried out when instructed in writing or on the basis of a jobsite handover certificate, including a telephone number of the contact person in charge of the works. This applies to types of works beyond those for which the obligation to display the information board is required by law.
10. The Employer shall carry out periodic unannounced inspections to verify whether OHS, fire protection and environmental protection regulations as well as requirements laid down by the Employer are followed. If it is found that the above requirements are not complied with, the Employer reserves the right to:
 - 10.1. suspend the works without compensation,
 - 10.2. not to allow personnel of the Contractor or its subcontractor to continue with the works without compensation,
 - 10.3. drawing up the Works Safety Inspection Sheet,
 - 10.4. draw up a record to be used as the basis for the calculation of liquidated damages in accordance with the penalty schedule in § 7 of these Requirements; the schedule specifies the amounts of the penalties, the calculation and the amount of which are to be decided unilaterally by the Employer.
11. Contractors, carrying out works on behalf of the Contractor/Lessee, and the Lessee, are obliged to adequately protect the facilities, machines, tools, devices and equipment from theft, fire or other local hazards, especially for other personnel performing their duties.
12. Where personnel from different Contractors work simultaneously at the same site, their managers are required to:
 - 12.1. cooperate with one another,
 - 12.2. on the first day of work, appoint a coordinator to supervise the safety and health and safety of all personnel working at the same site, and provide a record of the selection of the coordinator (with their full name, position and phone number) to the Employer. The appointment of the coordinator does not release individual employers from the obligation to provide occupational health and safety to their personnel.
 - 12.3. set out principles of cooperation, taking into account the measures to be taken in the event of hazard to health or life of personnel,
 - 12.4. inform the Employer, as well as themselves and the personnel or their representatives, of the hazards involved and of measures to prevent hazards occurring during the works they carry out.
13. If a particular hazard is identified (e.g. gas leak, landslide, fire, damaged live power cables, unexploded ordnance, etc.) at the worksite, the following must be done:
 - 13.1. cease all works without exception,
 - 13.2. evacuate all personnel immediately from the danger zone,
 - 13.3. protect the dangerous or accident-prone area from entry by personnel and unauthorised persons,
 - 13.4. notify the relevant services immediately.

Any further work may be carried out following approval by the relevant emergency services.
14. Personnel of the Contractor and the Lessee intending to enter or exit the Employer's premises must obtain relevant authorisation according to the Employer's rules.

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15. Bringing in/out materials, tools, tangible assets and fixed assets to the Employer's premises must be carried out in accordance with the Employer's rules.
16. For bringing in materials, tools, tangible and fixed assets onto the Employer's premises, unless they constitute equipment of specialised vehicles of the Contractor/Lessee, material entrance passes are required, unless agreed otherwise by the parties.

§ 2. OH&S rules

1. Prior to the commencement of the works, any Contractor directing people to work on the Employer's premises or premises provided by the Employer shall provide the Employer (the person named in the contract responsible for its performance on the part of the Employer) with the documents according to the following table, the forms for which are available on the Veolia Group's website at <https://www.veolia.pl/o-nas/przetargi>.

No.	Document name	Submission time limit	Purpose	Comments
1.	HASP (if applicable)	14 business days prior to handover of the area/construction site or as specified in the contract, not less than 3 business days	Definition of basic procedures, rules and procedures to be followed at the construction site in accordance with the Ordinance of the Minister of Infrastructure of 23 June 2003 on information concerning safety and health protection and the health and safety plan (Journal of Laws 2003, No. 120, item 1126).	The Contractor must have the HASP at the worksite as well as: documents confirming that personnel have been familiarised with the HASP (where required by law).
2.	OHS, fire protection and environmental statement declaration (attached as Appendix A to these requirements)	7 business days prior to commencement of works	Provision of information in terms of personal data, i.e.: current medical certificates of no health contraindications to work, OHS training, professional licenses and qualifications, familiarisation with occupational risk assessments – in accordance with Table 1 of the OHS, Fire Protection and Environmental Protection Declaration.	Copies of the documents must also be in the possession of the Lead Discipline Engineer for inspection upon request by the Employer.
3.	List of machines and equipment	7 business days prior to commencement of works	Verification of the valid inspection of machines and equipment by the Employer and confirmation of the quantity of machines and equipment brought onto the Employer's premises.	At the worksite, the Contractor is also required to have proof of testing and inspections of the equipment used in carrying out the works and technical supervision approvals (where required).
4.	Safe Works Instructions	7 business days prior to commencement of works or as specified in the contract	Filling in the basic HASP shall be with the Contractor's scope of work.	<p>The Safe Works Instructions submitted by the Contractor shall specify the conditions under which the Contractor should carry out the works, with particular reference to safety and OHS requirements (when required by law).</p> <p>At the worksite, the Contractor is also required to have documents confirming that personnel have been familiarised with Safe Works Instructions (when required by law).</p>

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5.	Work Method Statement with graphic presentation of the situation	14 business days prior to commencement of works or as specified in the contract	Detailing the method of carrying out the works.	The Work Method Statement submitted by the Contractor shall stipulate the conditions under which the Contractor should carry out the works, with particular reference to safety and OHS requirements (unless otherwise specified in the contract).
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The Contractor shall keep the Employer informed of any change to the data in the aforementioned documents in writing or in the manner assumed in the contract by updating the documents issued. The aforementioned documents (originals or photocopies) and a proof of the fact that personnel have been familiarised with the aforementioned documents must be available at the place where the contract is to be performed. Failure to provide the Employer with the documents listed in the table above by the required deadlines shall result in the Contractor being unable to perform the subject of the contract for reasons attributable to the Contractor.

2. When the Employer is a hiring employer (formerly a power equipment operator) within the meaning of the Ordinance of the Minister of Energy on health and safety at work at power equipment, all works at power equipment must be carried out in accordance with the requirements of the “Safe Work Organisation Instructions for Power Equipment and Systems” and the related legal regulations and other guidelines applied by the Employer in this respect.
3. When carrying out operational works at power equipment, constructing new power equipment, carrying out construction works, demolition works and erection works, the rules laid down by the Employer in this respect shall apply. The Employer will make the aforesaid requirements available depending on the type and scope of works carried out by the Contractor.
4. The Employer identifies the necessity and type of use of badges by personnel operating within the Contractor's structure.
5. Unless otherwise agreed in writing, the Employer's responsibilities include:
 - 5.1. prior to commencing work – informing the personnel functioning within the Contractor/Lessee structure about:
 - 5.1.1. health and life hazards occurring on the premises at the various workstations and during the works to be carried out, including the rules of conduct in the event of accidents and other situations endangering the health and life of personnel,
 - 5.1.2. protective and preventive measures taken to eliminate or reduce the aforementioned hazards,
 - 5.1.3. personnel appointed to provide first aid and perform firefighting and evacuation of personnel,
 - 5.1.4. Employer's OHS, fire protection, environmental protection and site security requirements,
 - 5.1.5. the possibility of inspections and assessments of the Contractor's works in terms of OHS, fire protection and environmental protection and site security;

Personnel shall confirm the receipt of this information in writing.

- 5.2. instructing the Contractor to issue a work order/permit – if required,
- 5.3. issuing a written authorisation to carry out specific works at power equipment,
- 5.4. preparing the worksite/work zone.
- 5.5. conducting an on-site visit with the Contractor/Lessee's representative to overview the works, hazards and OHS, fire protection and environmental protection measures; the overview of hazards should involve not only the Contractor/Lessee's representative but also the rest of its personnel; the personnel should also be familiarised with the rules for the safe performance of the works and with the obligation to use appropriate collective or personal protection equipment,

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- 5.6. stating the personnel is allowed to work, provided that the conditions for this are satisfied; the fact that an on-site visit has been carried out and the fact that work has been allowed must be confirmed in an appropriate document,
- 5.7. performing acceptance of work after the worksite has been closed provided that the conditions for this are satisfied,
- 5.8. coordinating the works to be carried out with the operation of the equipment (insofar as the Employer is the operator of the equipment and this is necessary),
- 5.9. informing the Contractor/Lessee's personnel about the possibility of their works being assessed for OHS and the consequences of this assessment (if applicable).
6. The Contractor/Lessee's vehicles may drive on the Employer's premises, subject to the Employer's consent, adhering to the location's rules in this respect.
7. The Contractor/Lessee personnel must comply with the prohibition to enter power facilities and marked danger zones. The Contractor/Lessee's personnel shall observe the prohibition to enter rooms and technical spaces (so-called zones / workplaces) for which they have not been authorised to enter.
8. Works at power equipment posing the possibility of a particular hazard to human health or life, and works in heating chambers, manholes, ducts, tanks intended for the storage of chemicals and other dangerous confined spaces where access is provided through hatches or small openings, or is otherwise obstructed, may only be carried out by written order to carry out the work or by written authorisation, in accordance with the relevant legal requirements and the Employer's procedures.
9. All particularly hazardous works, including works classified as particularly hazardous by the Employer, must be carried out by at least two persons and with direct supervision of such works, with appropriate safeguards and instruction training for the personnel including, in particular:
 - 9.1. division of work by name;
 - 9.2. sequence of tasks to be carried out;
 - 9.3. OHS requirements for individual activities.

Only persons who have the required qualifications may be allowed to carry out this type of works.

Only authorised persons directly involved in the work may access to particularly hazardous worksites once they have been properly instructed.
10. Specifically, the modification and/or removal of the railing and platforms and the opening of gates and hatches is prohibited. Works requiring such operations must be carried out with the Employer's approval on the basis of a written work order and with all procedures in place to prepare the workplace and to accept the workplace upon completion of the works.
11. The Contractor/Lessee's personnel are obliged to use personal protection equipment appropriate to the type of works to be carried out, in accordance with the regulations in force and according to the Employer's requirements. Warning vests or work clothing of the personnel functioning within the Contractor/Lessee structure should bear the company name or logo.
12. The Contractor/Lessee shall be responsible for the selection of personal protection equipment and its use at the worksite.
13. Earthworks must be carried out in accordance with the regulations in force and, prior to the commencement of earthworks, a survey must be made of the type and route of underground systems in consultation with the person supervising the works on behalf of the Employer. The method used to protect earthworks and the organisation of the works should be specified in the Safe Works Instructions (SWI).
14. The Employer's representative has the right to enter the Contractor's work area under the following conditions:
 - 14.1. entering the work zone should be done with the knowledge of the team leader or lead discipline engineer,
 - 14.2. if a significant breach of OHS rules or gross negligence is noticed, the worksite may be entered for immediate discontinuation of work without the knowledge of the team leader or site manager,

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- 14.3. The Contractor's team leader is obliged to inform the inspector of the current hazards in the work zone,
- 14.4. for the duration of the presence of outsiders in the work area, the person in charge of personnel is obliged to stop the works carried out by subordinate personnel, if necessary,
- 14.5. the persons staying in the work zone are obliged to use the protective equipment required for the work to be carried out.
- 15. The contractor/Lessee shall immediately notify the Employer's representative identified in the contract of any accident at work, any near miss, and any identified safety hazard to its own personnel and Employer's personnel occurring on the Employer's premises or during works carried out for the Employer. The Employer requires the transfer of any information or data in possession relating to such situations, taking into account data protection regulations.
- 16. The Employer declares to make available necessary information and materials, and will provide comprehensive assistance to persons investigating accident circumstances and causes, as required by the Labour Code.

§ 3. Fire protection rules

- 1. The Contractor performing works contracted by the Employer and Lessee shall comply with fire protection and internal regulations applicable to this scope.
- 2. In the facilities or its adjacent areas, it is forbidden to take actions that may initiate fire, explosion or fire/explosion spreading, other local hazards, hinder evacuation or rescue and fire-fighting actions.
- 3. The users of power or flammable gas equipment are forbidden to take actions that may pose fire or explosion hazards.
- 4. The Contractors/Lessee are forbidden to carry out on their own (without the consent of the owner of the facility/system) any alterations and/or repairs to the equipment and electrical or gas systems, the construction of additional electricity or gas sections.
- 5. In addition, it is not allowed to:
 - 5.1. use open flame (without prior permission from the Employer), smoke tobacco products, use electronic cigarettes and use other agents that may initiate the ignition of materials and substances present in:
 - an explosion hazard zone,
 - locations with flammable materials,
 - forbidden locations and/or locations specified in the fire safety instructions,
 - 5.2. smoke tobacco products and use electronic cigarettes outside the designated places,
 - 5.3. store at workstations fire-hazardous materials, the quantity of which exceeds daily demand or daily production, unless otherwise stated by detailed regulations,
 - 5.4. leave cleaning cloths, etc. saturated or contaminated with flammable, oxidising or noxious substances or emitting odours without protecting them in closed containers made of non-combustible material,
 - 5.5. store protective and working clothing in places that are not intended for that purpose,
 - 5.6. store fire-hazardous materials in such a manner that a fire or explosion may result from the storage process or from interaction with each other,
 - 5.7. store fire-hazardous materials in rooms on the Employer's premises without permission,
 - 5.8. block access to hand-operated fire equipment or call points activating extinguishing and smoke extraction systems,

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- 5.9. block, irrespective of the manner, circulation routes constituting escape routes, emergency exits, including vertical and horizontal exits from cable ducts,
- 5.10. It is forbidden to obstruct escape routes and to leave vehicles and mobile machines on the Employer's internal roads and in the Employer's rooms or to obstruct circulation routes during the works without prior agreement with the supervisor of the works on the part of the Employer.
6. Carrying out hot works contracted by the Employer may be performed only with knowledge and consent of Employer's inspection/facility manager employee, while confirming to legal regulations in force in this scope, other internal regulations and regulations provided in the facility fire safety instructions.
7. The Contractor carrying out hot works must provide own adequate fire-fighting equipment in an appropriate quantity, in proper working order and accompanied with valid certificates and type approval tests.

§ 4. Environmental protection rules

1. On the Employer's premises and in the area where the works are to be carried out, the Contractor/Lessee shall comply with environmental protection rules and regulations in force in this respect, including but not limited to:
 - 1.1. to protect soil, water, air and ground surfaces and systems by preventing contamination with waste, hazardous substances and/or chemical mixtures, e.g.: oils, greases, paints, volatile organic compounds, ozone-depleting substances, hazardous chemical substances and mixtures. Water, soil or ground surface disturbed by the Contractor/Lessee on the Employer's premises shall be remedied at the Contractor/Lessee's expense.
 - 1.2. to collect the materials to be used for the works at the locations agreed with the Employer or in the jobsite zone and in accordance with the local documents (e.g. internal instructions, performance and acceptance guidelines, contract, etc.) and in compliance with environmental protection rules, for the time necessary to carry out the contracted works.
 - 1.3. to remove unnecessary materials and produced waste in accordance with the principle stating that the producer of waste resulting from the provision of construction, demolition, renovation of buildings, cleaning of tanks or equipment and tidying up, maintenance and repair is the entity that provides the service, unless the contract stipulates otherwise. The waste produced as a result of the works carried out by the Contractor/Lessee shall be removed by the Contractor from the location of origin on a current basis. Only temporary, selective storage of waste in the location designated by the Employer or in the jobsite zone may be possible. The location must be protected from the weather, potential contamination of soil, water, air, ground surface and labelled in accordance with the applicable requirements of the Waste Act and Ordinances and related regulations (at least waste code and name). The waste must be labelled in such a manner that the responsible entity can be identified (company name, phone number of contact person). The Contractor/Lessee shall be responsible for the waste it produces, including municipal waste, and shall segregate it according to the rules in force on the Employer's premises. The Contractor/Lessee undertakes to submit to the Employer, prior to the conclusion of the contract, copies of all decisions and permits necessary for the generation and management of waste or a declaration that the decisions held by the Contractor/Lessee or its further Subcontractors are up-to-date, complete for the performance of the subject matter of the contract and included in the Database of Products and Labelling (BDO) and waste management system. The Contractor/Lessee is obliged to monitor the Waste Transfer Notes (WRCs) in the system (Database of Products and Labelling), including confirmation by the waste transporting party and the final party receiving the waste. Upon request by the Employer, the Contractor/Lessee shall make available the assigned number of the Database of Products and Labelling and Waste Transfer Sheets relating to the waste produced on the Employer's premises or in connection with the provision of services to the Employer.

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- 1.4. consume water wisely,
 - 1.5. use the water and sewage system in accordance with contractual terms and conditions and as agreed with the Employer.
 - 1.6. use no potable water for industrial purposes without having the fact agreed with the Owner,
 - 1.7. maintain cleanliness and tidiness of the area or facility used, including cleaning up areas contaminated by the equipment used (e.g. oil spills, excavation soil),
 - 1.8. use genuine containers for hazardous substances and mixtures with appropriate protection measures and labelling.
 - 1.9. provide a confirmation that persons (including personnel) within the Contractor/Lessee's structure who come into contact with the substances listed in section 1.8 have been made aware of the safety data sheets for the substances, particularly how to handle the release of substances into the environment,
 - 1.10. In the event of an uncontrolled release of chemicals being used (spread or spilled), the Contractor/Lessee shall apply neutralising agents (e.g. sorbents) envisaged by the safety data sheet and collect the resultant waste into a tight container provided with a proper description. The Contractor/Lessee is obliged to provide the container and the appropriate neutralising agent at its own expense and have the materials accumulated at the place agreed with the Employer during the works. The Contractor/Lessee shall hand over the resultant waste to a specialised entity holding relevant permits, as in section 1.3, using the Database of Products and Labelling System,
 - 1.11. provide adequate protection for trees and shrubs and their above- and underground parts during the works,
 - 1.12. If an Environmental Management Policy has been implemented on the Employer's premises, the Contractor/Lessee confirms to have read and comply with the above rules.
2. It is forbidden to:
- 2.1. contaminate protection zones of water intakes and the nearest vicinity,
 - 2.2. fell off trees and shrubs on the Employer's premises without its knowledge and relevant decisions issued by authorities,
 - 2.3. take any action that results in the destruction of lawns, soil-binding greenery and areas to be protected for the maintenance/development of biodiversity without the agreement of the Employer,
 - 2.4. bring an invasive species onto the Employer's premises,
 - 2.5. use equipment that contains substances emitting ionising radiation without approvals of competent authorities (National Sanitary Inspectorate, Radiation Protection Services),
 - 2.6. discharge waste, hazardous substances and/or chemical mixtures into the surroundings/environment,
 - 2.7. incinerate, bury, dump waste on the Employer's premises,
 - 2.8. leave unprotected or unlabelled (in accordance with applicable regulations) waste, hazardous substances/mixtures and containers after such substances/mixtures in the area where the contracted works are carried out,
 - 2.9. use equipment generating excessive environmental noise and vibration,
 - 2.10. use containers for food products to store hazardous and process-related substances,
 - 2.11. discharge the produced waste into containers owned by the Employer, unless stated otherwise in the contract,
 - 2.12. mix industrial waste with municipal waste,
 - 2.13. take off energy, water and other utilities without authorisation and without agreement with the Employer.
3. If, as a result of its activity, the Contractor/Lessee causes an extraordinary hazard to the environment, i.e. a violent event occurs that may cause significant damage to the environment or that poses a risk to human health and life, the Contractor/Lessee shall immediately report the event to the Employer.

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4. The Contractor/Lessee shall be fully liable, as stated by law, for violating the obligation of environmental protection and failure to counteract in order to limit the hazards, and shall remove the effects of environmental contamination at its own expense.

§ 5. Energy aspects during the works

1. The Contractor, acting on behalf of the Employer, and the Lessee must comply with the Employer's Energy Policy (if applicable).
2. The Contractor/Lessee must prevent unreasonable consumption and waste of electricity, heat and other energy utilities including as follows: it is required to turn off unused equipment, unnecessary lighting and air conditioning and ensure that the premises are kept airtight and monitor any other aspects that affect energy consumption.
3. The Contractor may enable the Contractor/Lessee to connect to internal systems with utilities by prior agreement. The Contractor/Lessee shall provide itself with the relevant connection equipment in accordance with the applicable regulations.
4. The costs of the connection and additional systems are to be incurred by the Contractor/Lessee, unless stated otherwise.

§ 6. OHS-related assessment of works carried out by contractors

The Employer's unit responsible for the Contractor/Lessee's work may carry out an assessment of how OHS requirements are implemented by its personnel and those of its subcontractors, during the performance of the contract. The assessment is drawn up on the basis of the forms in force.

The Employer's unit responsible for the Contractor/Lessee's work informs the Contractor/Lessee of the outcome of the assessments and, if the Contractor/Lessee is assessed as "not recommended" or "strongly not recommended", of the need for the Contractor/Lessee to take corrective action conditioning its participation in subsequent purchasing procedures.

§ 7. Schedule of liquidated damages

1. The Employer determines the schedule of liquidated damages, indicated below, and reserves the right to charge liquidated damages in the event of the described non-compliances and observations. The Contractor/Lessee shall pay liquidated damages in the amount specified in the penalty schedule for each event of violation or offence within 14 days as of the day on which the Employer issues a bookkeeping note. The Employer may accumulate the amount of liquidated damages. The Employer reserves the right to charge liquidated damages on the basis of photo documentation without the Contractor/Lessee having to sign the Contractor inspection record.

The liquidated damages indicated in this schedule shall not preclude the Contractor/Lessee from being held criminally liable or for liquidated damages on general principles, including for acts or omissions not mentioned in the schedule.

No.	List of irregularities and observations	Liquidate d damages severity 1 = up to PLN 1000; 2 = up to PLN 1500; 3 = up to PLN 2000
OHS		
1	Dismantling or destroying collective protection equipment and protective systems (rule according to §1, 2.1)	3
2	Smoking tobacco products or using electronic cigarettes in explosion hazard zones (rule according to §1, 2.2)	3
3	Consuming alcohol or using drugs, psychotropic substances and other similarly acting substances and being under the influence of such substances (rule according to §1, 2.3)	3
4	Failure to use the required personal protective equipment that is suitable to the type of work being carried out	2
5	Commencing work without the required documents or with invalid documents such as a work order or permit for fire hazardous works	3
6	Carrying out works without preparing the HASP or Safe Works Instructions, where such documents are required, or failing to familiarise personnel with the same	3
7	Carrying out works inconsistently with the Health and Safety Plan (HASP) or Safe Works Instructions if they have been prepared	2
8	Failure to provide valid tests and inspections of the equipment used in carrying out the works, and equipment supervision approvals (when required)	3
9	Leaving electrical equipment connected to the mains unattended	1
10	Failure to provide the required supervision over particularly hazardous works	3
11	Leaving the workplace by the team leader (as part of the works on a written order) without stopping the works and leading personnel off the workplace	3
12	Failure to report immediately occurring breakdowns / accident or hazard to health or life, occurring in the course of or in connection with the works being carried out for the benefit of the Employer	3
13	Blocking access to switchboards, circuit breakers, switches, electrical equipment, etc.	1
14	Storing protective and working clothing in places that are not intended for that purpose	1
15	Entering or accessing power facilities and marked hazardous zones without prior consent for access to such locations	3
16	Smoking outside locations designated for that purpose	1
17	Using malfunctioning tools or equipment	2
18	Failure to use lighting conforming to safety requirements (this applies to additional lighting of the workplace/work zone)	3
19	Routing electrical cables, gas hoses in a manner that causes or may cause their damage, or causes a fire or accident	2
20	Erecting and using scaffoldings in a manner that does not comply with the manufacturer's documentation or a specific design	3
21	Erecting or disassembling scaffoldings by personnel without the required professional licences	1
22	Using technically malfunctioning elements of scaffoldings (corroded, with visible cracks or mechanically damaged)	2
23	Failure to enter scaffolding acceptance in the construction log/scaffolding register or no scaffolding technical acceptance record or current scaffolding inspections or no scaffolding earthing measurement	2

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24	Failure to provide safety roofs and safety nets for scaffoldings located next to roads or pedestrian crossings	3
25	Failure to provide an information board at the scaffolding to indicate who erected the scaffolding by full name, phone number and information about permissible loads on the platforms and the scaffolding structure	2
26	Failure to provide an information board at the entrance of the construction site informing about the type of works carried out if such an obligation results from the provisions of law or the signed contract	2
27	Failure to provide a completed and/or displayed information board containing a contact phone number of the person in charge of the works in the area of the works being carried out on the basis of a written order. This applies to the types of works beyond those for which the obligation to display the information board is required by law.	1
28	Failure to use appropriate connectors while connecting welding hoses	1
29	Leaving switched-on welding machines unattended	1
30	Failure to connect correctly the welding and return cable	1
31	Commencing work without the professional licenses, authorisations, valid periodic examinations or OHS/fire training required by law or the signed contract	3
32	Failure of the Contractor/Lessee to declare employee(s) to carry out work for the Employer	3
33	Failure to provide protection for works at height	2
34	Failure to provide proper fencing of the construction site together with signage or missing signage	3
35	Improper protection of the workplace or work zone	2
36	Failure to keep the construction logbook on an ongoing basis at the construction site	3
37	Carrying out the construction in conflict with the temporary traffic organisation plan	2
38	Excavating with the use of mechanical equipment in places where design documentation or administrative decisions require manual works	2
39	Failure to provide proper protection of the excavation walls and/or the excavation descent / entrance	2
40	Storing excavation spoil / materials /products /technical equipment in the zone of natural soil fraction (excavation wedge) if the excavation walls are not protected	2
41	Storing excavation spoils / materials / products / technical equipment at a distance of less than 0.6 m from the edge of the excavation if the walls of the excavation are protected	2
42	Failure to demarcate / fence / provide adequate signage of the danger zone when carrying out earthworks with mechanised equipment	2
43	Failure to protect properly passageways, access to workplaces and to protect permanent workplaces from hazards associated with the works (in accordance with Safe Works Instructions and the HASP)	1
44	Improperly establishing circulation routes (foot bridges, crossover platforms), failure to provide proper lighting of circulation routes, including warning lamps	1
45	Blocking fire roads, circulation roads, entrances and exits of facilities and parking vehicles in prohibited areas, in particular at pedestrian crossings	1
46	Failure to comply with arrangements for the provision of hygiene and sanitation facilities for personnel of the Contractor/Lessee	1
47	Leaving keys, starting cards in cars, platform trucks, forklift trucks	3
48	Failure to comply with other than the above-mentioned occupational health and safety regulations	1
49	Personnel's use of telephones while on the move	1
50	Failure to provide a working gas detector if required in Safe Works Instructions, Work Method Statement	2
51	Failure to provide installation instructions/O&M Manual for engineered system formwork or structural design for individual trench formwork solutions or use of formwork that fails to comply with the Technical Inspection	2
FIRE PROTECTION		
52	Using open flame in explosion hazard zones, using electrical equipment or power tools which are malfunctioning or are not accompanied with valid inspection certificates	3

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53	Using sparking tools, performing sparking works in explosion hazard zones	3
54	Collecting and storing fuel materials, timber, and other flammable materials at walls of buildings with window openings or other openings	1
55	Storing flammable materials within a distance which is less than 0.5 m from cable lines with the voltage of over 1 kV, earthing cables and down conductors of the lightning protection system as well as active switchgears, 3-phase power cables and plug-in sockets with the voltage of over 400 V	1
56	Blocking, irrespective of the manner, communication routes constituting escape routes, emergency exits, including vertical and horizontal exits from enclosed cable ducts	2
57	Using additional heating devices on the Employer's premises without its consent	1
58	Storing cylinders filled with flammable gases or other compressed gases, the mass of which exceeds 11 kg, in rooms inside buildings or temporary site back-up facilities (containers, storerooms)	2
59	Using flammable materials as screens for lighting points within a distance smaller than 0.05 m from the bulb	1
60	Carrying out, without prior consent, independent alterations and overhauls to equipment and gas or electrical systems, building additional electricity or gas off-take sections	3
61	Leaving cleaning cloths, sawdust, etc. saturated or contaminated with flammable, oxidising or noxious substances or emitting irritating odours without protecting them in closed containers made of non-flammable material	1
62	Blocking access to hand-held firefighting equipment, hydrants, gas system main valves and activation sections for fire extinguishing or smoke extraction systems and call points of fire alarm systems	2
63	Storing cylinders of flammable gases outside areas exclusively intended for this purpose and/or failing to protect these cylinders from tipping over	2
64	Using cylinders with industrial gases when performing fire hazardous works without having them placed in trolleys	2
65	Living cylinders filled with industrial gases within Employer's facility without prior consent and arrangement of their storage location	3
66	Transporting and storing gas cylinders in conflict with the regulations in force	2
67	Failure to provide or placing faulty hand-held firefighting equipment, in the area where the works are carried out, that is unsafe from the fire safety standpoint, or failure to provide a valid inspection of the firefighting equipment	2
68	Misusing fire equipment owned by the Employer	3
69	Failure to provide protection against electric shock and/or measure the effectiveness of protection against electric shock for systems/devices/electrical equipment used for work purposes	2
70	Failure to comply with requirements and rules under fire protection regulations other than those mentioned above	1
71	Causing a fire hazard or fire	3
ENVIRONMENTAL PROTECTION		
72	Contaminating or creating a situation that allows soil, ground, surface water and groundwater to be affected by waste, hazardous chemical substances and/or mixtures (e.g. oils, greases, paints), uncontrolled discharge of waste water, contaminated washing water into sewerage facilities	3
73	Accumulating materials to be used in the course of the works and storing temporarily produced waste in places which are not intended for that purpose or in a manner that fails to comply with the waste storage requirements	2
74	Disassembly and storage of waste containing asbestos in a non-compliant manner	3
75	Contaminating protection zones of water intakes and the nearest vicinity	3
76	Felling trees and shrubs without prior consent of the land owner / without permit from the competent administrative authority	3

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77	Failure to protect trees and shrubs not intended for felling and their aboveground and underground parts in the jobsite zone and site back-up facilities	2
78	Carrying out activities resulting in the destruction of lawns, greenery used to bind the soil of protected areas for the maintenance/development of biodiversity without written arrangements with the land owner/administrator	2
79	Incinerating, burying, dumping any waste while carrying out the works for the Employer	3
80	Leaving unprotected waste, hazardous chemical substances and/or mixtures, containers of such substances/mixtures and containers after the use of such substances/mixtures	3
81	Storing waste, hazardous substances and/or chemical mixtures in rooms or places not intended for this purpose without the Employer's written consent	3
82	Using hazardous substances and/or chemical mixtures without valid material safety data sheets	3
83	Using non-genuine containers for storing hazardous substances and/or chemical mixtures, mixing industrial waste with municipal waste	2
84	Failure to provide containers for municipal waste, industrial waste produced as a result of the services provided	2
85	Failure to provide proper labelling of waste containers (type and code of waste, name of waste owner – name of Contractor, name and phone number of the contact person; additionally a label, pictograms for hazardous waste)	2
86	Failure to provide signage, tape fencing where waste is produced during the works, failure to provide an information board	2
87	Failure to protect substance storage areas in case of unintentional release into the environment and to apply conditions for safe storage of substances or mixtures	3
88	Brining an invasive species onto the Employer's premises	2
89	Failure to notify immediately of a situation that has or may have resulted in an extraordinary risk to the environment, i.e. a sudden event capable of causing significant damage to the environment or posing a risk to human health and life	3
GENERAL		
90	Entering the facility area and technical rooms and moving around without authorisation	1
91	Entering the facility area without authorisation (if such an authorisation is required)	1
92	Lack of identification system for persons and equipment	1
93	Carrying out works for the benefit of the Employer by personnel of the Contractor or its subcontractors without completing the required training	2
94	Failure to obey road signs and established travelling routes on the Employer's premises by vehicle drivers	2
95	Failure to obey the maximum defined vehicle traffic speed on the Employer premises	2
96	Failure to hold appropriate professional licenses by persons who drive, operate vehicles, machines, manual handling equipment	3
97	Leaving vehicles in the area of the Employer's production facilities without its consent	2
98	Leaving unattended vehicles/machines/equipment with the engine running or with the keys in the ignition	2
99	Failure to ensure immediate removal of any contaminants generated outside the construction site (e.g. on the road using a sweeper)	2
100	Failure to comply with other than the above-mentioned traffic regulations on the Employer's premises	1
101	Failure to comply with the rules resulting from the crisis situation, e.g. COVID-19	1
102	Leaving untidiness after the works have been completed (rubbish, scratching of insulation, visible marks on the ground after the works - soil, paint stains, etc.)	1

- The Employer reserves the right to claim compensation in excess of the liquidated damages on a general basis if, as a result of the works carried out by the Lessee or personnel functioning within the Contractor's structure, the Employer suffers damage in excess of the liquidated damages.

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Appendices:

Appendix A – OHS, fire protection and environmental protection declaration
Application of Appendix 2 to ZZ-01 – OHS Appendix