

Slovenské elektrárne, a. s., Bratislava  
Safety and Technical Conditions of Performance in SE, a.s. (Headquarters)

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## 1 General provisions

- 1.1** Safety and Technical Conditions of Performance in Slovenské elektrárne, a. s. (hereinafter referred to as "STC") form an inseparable part of the Contract in case of contractual performance carried out in the premises of SE, a.s.
- 1.2** Any different provision agreed in the Contract takes preference over the wording of the Safety and Technical Conditions.
- 1.3** Slovenské elektrárne, a.s. (hereinafter to as "SE" only) shall be considered for the Ordering party. The STC herein shall be applied in case when the contractual performance is carried out in the Headquarters of SE, Mlynské nivy 47, Bratislava (Headquarters).
- 1.4** The Contractor applies their rights and obligations via an authorized person specified in the Contract – **an authorized person of SE, an authorized employee or technical supervisor, if it is specified in STC so.**
- 1.5** The provider of work, repair, maintenance or modification of subject, the provider of works or services, including delivery of material shall be considered for **the Contractor**. The Contractor in particular, specified in the heading of the Contract as well as their subcontractors and their legal successors shall be considered for the Contractor. The STC provisions containing the designation "Contractor" shall apply for both the inland and foreign contractor. The workers of the Contractor are considered employees of the Contractor and employees of their subcontractors and subcontractors (hereinafter referred to as the "Contractor's workers"). SE will exercise its rights and duties through an authorised Contractor's person who has to be permanently available during delivery of contractual performance, acting as partner of SE's authorised persons at organisation of contractual performance and solution of problems related with the contract performance. This person is defined as **Contractor's authorised person** in the Contract.
- 1.6** For the purposes of the STC herein and the Contract, contractual performance and contract execution shall mean all contractually agreed supplies, services, works, including delivery of goods, and performance of Contractor's activities as well as construction of Work (hereinafter referred to as "**performance**").
- 1.7** For the purposes of the STC herein, the **workplace** shall mean a place of Work constructing, performance of works, site, place to perform repair, maintenance or modification of the subject, provision of service pursuant to

job order which was taken over by Contractor from SE in the form of a protocol.

- 1.8** Application of contractual penalties for Contractor's failure to satisfy duties stated herein shall not aggrieve the right of SE to claim compensation of damages in full extent
- 1.9** The provisions stated herein shall also apply in the same extent to all subcontractors and the workers of the subcontractors who have a contract in force with the Contractor in order to execute the performance or its part. The Contractor shall be responsible for fulfilment of STC provisions by every subcontractor.

## 2 Trainings

- 2.1** The Contractor's workers shall attend the training on site before their first access on SE's workplace, an instruction on current work and safety risks, specific to respective type of work and workplace. The training is organised by SE. SE shall record the training in the Construction/Assembly/Service/Training logbook. The training is focused on specific conditions of providing performance in SE Headquarters. It does not substitute a periodical training of employees from the OH&S and Fire Prevention that are mandatory by law, the attendance to which is under Contractor's responsibility.
- 2.2** The Contractor is obliged to organize, at the training in question, the attendance of all employees performing contractual actions in the premises of SE Headquarters.

## 3 Terms and Conditions for Allowing Entry and Drive-in to SE Headquarters, Physical Protection and Contractual Penalties for Its Breaching

- 3.1** The system of physical protection in SE Headquarters consists of a combination of mechanical barrier means, technical security means, regime measures, and activity of the physical protection workers. Physical protection performed for SE is provided by the Private Security Service (hereinafter referred to as "SBS") on a contractual basis.
- 3.2** Contractor's workers entering the premises of the Headquarters shall observe the implemented measures of the physical protection system, the rules specified in the following provisions of STC herein and to observe the instructions of physical protection employees.
- For the violation of duties specified in Article 3.2, SE may claim a contractual penalty from the Contractor amounting to EUR 300.
- 3.3** At least 10 before the start of the

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performance, the Contractor shall submit the following:

3.3.1. The list of workers who will carry out performance in accordance with the Contract. The list, in electronic form, will have the requested structure according to the predefined template available on the following web-site of SE: <http://www.seas.sk/sk/obstaravanie-a-predaj/obstaravanie/povolovanie-vstupov-elektrarne>.

3.3.2. The original of the signed consents to the personal data processing of all the entering workers in writing.

- 3.4 The Contractor undertakes to comply with the rules of Physical Protection (PP) in buildings of SE, in case of breaching any duty concerning the physical protection, SE shall be entitled to apply sanctions for failure to comply with PP rules.
- 3.5 The Contractor's workers enter the premises of SE Headquarters through the main entrance guarded by the security service, using the identification card issued by SE which will be given to each Contractor's worker.
- 3.6 Upon entry, the SBS employee is entitled to carry out personal inspection of bringing in prohibited items.
- 3.7 Upon entry to the premises of SE as well as during stay in SE premises, the SBS employee or other authorized employee of SE is entitled to invite Contractor's workers for breath test for presence of alcohol or use of narcotic or psychotropic substances, to carry out such test or to supervise during such test.
- 3.8 **The rejection to undergo a test for alcohol presence/test of use of narcotic or psychotropic substances shall be considered for positive finding**, the Entry IDC of the controlled Contractor's worker shall be collected for the term of the Contract with the Contractor, however up to a maximum of 12 months and, accompanied by the SBS employee or other authorized employee of SE, he/she shall be taken out from the premises of SE Headquarters.
- 3.9 **In case that the positive result is confirmed:**

If the provisional test for presence of narcotic or psychotropic substances results positive, the Entry IDC of the controlled Contractor's worker shall be collected, his/her entry will be prohibited and, accompanied by the SBS member, he/she shall be taken out from the premises of SE. The police will be called and the worker of the Contractor will be handed in to Police to check the detected

result. The bodies of Police will safeguard checking of the notice. If it is not proved that the Contractor's worker was under the influence of narcotic or psychotropic substance, he/she shall be enabled to enter to the premises of SE and he/she will be able to continue in contractual performance. If the positive result is confirmed, it is proceeded like in case of positive breathalyser test exceeding 0.29 mg/l. If the breathalyser test is performed by means of a verified selected gauge and the result is positive, the Contractor's worker shall be allowed to undergo a repeated breathalyser test. If during the repeated test the finding is negative and the value is 0.00 mg/l (0.00 per mille), the Contractor's worker will be permitted to enter. A positive breathalyser test result, up to and including 0.14 mg/l (0.29 per mille), shall be considered as an obstacle to work for the Contractor's worker; this tested Contractor's worker will not be allowed to enter SE or the Contractor's worker has to leave the workplace and actually accompanied by the SBS member he/she will leave the premises of SE Headquarters. **Positive breathalyser test result exceeding 0.14mg/l (0.29 per mille) shall be taken as a violation of these STC.** In such a case SE will act as follows:

- ***If the result of the test ranges from 0.15 to 0.29 mg/l (0.30 – 0.60 per mille) – the controlled Contractor's worker shall not be allowed to enter SE or he/she will be obliged to leave the workplace and SE premises accompanied by SBS staff member. His/her Entry IDC will be withdrawn till the very next arrival for the purpose of work in the SE premises. If during a calendar year, the controlled Contractor's worker repeatedly violates the ban on the use of alcohol (use of narcotic or psychotropic substances), he/she will be forbidden to enter the SE premises for the term of the Contract with the Contractor, however, maximum for 12 months.***

***In case of the breach of the prohibition of the use of alcohol (use of narcotic or psychotropic substances) by any other worker, SE is entitled to claim from the Contractor a contractual penalty amounting to EUR 800 for each and every case. The Contractor's worker shall be banned from entry for the whole contract term, however up to***

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***a period of 12 months as the maximum.***

- ***If a breathalyser test result is exceeding 0.29 mg/l (above 0.60 per mille) – the Entry IDC of the controlled Contractor's worker shall be collected and he/she shall be banned from entry. He /she shall be taken out from the premises of SE accompanied by SBS member. The controlled Contractor's worker shall be banned from entry for the whole contract term, however up to a period of 12 months and at the same time the Customer may also claim a contractual penalty from the Contractor amounting to EUR 800 for each and every case.***

**3.10** The Contractor shall be responsible for compliance with special regime measures in SE premises.

- Unauthorized handling of technical means of physical protection and of evocation of their alarm status;
- Unauthorized stay in the premises of SE Headquarters;
- Not respecting instructions for entering persons and SBS guard 's instructions;
- Prohibition of physical assaulting of an SBS guard or any other person on the SE premises.

***Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for each and every violation. In case that several Contractor's employees repetitively violate special regime measures, SE is entitled to withdraw from the contract. Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months from the repeated violation. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.***

**3.11** The Contractor bears responsibility that their employees will prevent entry of third persons to the premises of SE Headquarters by provision of the identification card, by misuse of somebody else 's ID card and by unjustified use of emergency exits without registration.

***Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for such a violation. Contractor's workers will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.***

**3.12** The Contractor's workers are obliged to protect the assigned identification card or pass against loss, destruction, damage or theft. The Contractor 's workers are also obliged to return the identification card or pass after completion of activities or at the end of the Contract term.

***A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30 for each loss, damage or theft of the identification card or pass. This contractual penalty includes the costs of issuance of an identification card or pass.***

***In the case that the Contractor fails to return the identification card or pass to SE after completion of the activity or at the expiration of the Contract, the contractual penalty shall be applied to the Contractor anyway.***

**3.13** The Contractor shall report any loss or theft of identification card of any Contractor's worker to SBS without any delay. A failure to report such loss or theft will cause Contractor's responsibility for all consequences of misuse of identification card or pass and his worker may be banned from entry into SE's premises.

***Unless the suffered damage is compensated, the respective Contractor's worker shall be banned from entry to the premises of SE.***

**3.14** Taking photos, filming or other recording in the SE structures is prohibited.

***Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for each violation case.***

**3.15** Contractor bears responsibility for any theft or attempted theft of SE's property or property of supplier organization committed by their worker at SE's premises or equipment.

***Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.***

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- Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for individual violation case.*** Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.
- 3.16** Contractor bears responsibility for any proven disassembly of or interference in the technological equipment or for manipulation of technological equipment made by Contractor's worker without authorization or at the order from the superior or Contractor's management.
- Violation of the above mentioned duties shall be considered as a substantial breach of the Contract with a possibility of immediate withdrawal from the Contract by the Ordering party. The Contractor's worker will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum. At the same time SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each and every violation. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.***
- 3.17** The Contractor is obliged to ensure in a reasonable extent of protection of their property and stored items in the premises of SE; in case of observed disruption of the building, theft or attempted theft of SE's or Contractor's property, the Contractor shall be responsible for reporting of such event to the responsible SE's person or to the SBS worker without any delay.
- Repeated breaching of the mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation.***
- 4 Occupational Health and Safety, Fire Prevention, and Environmental Protection**
- 4.1** Prior to accession to the SE's workplace, the Contractor shall take over from SE (SE's authorized person, in cooperation with the facility administrator) the workplace, indicating the conditions of OH&S, of which the Provider shall make a record in the Logbook.
- 4.2** The Contractor undertakes to follow all the regulations to safeguard occupational health and safety at work (OH&S), fire prevention, and environmental protection, defined by the legal regulations and technical standards valid on the territory of the Slovak Republic and to comply with the agreed work procedures. The Contractor is obliged to specify and bears responsibility for usage of safe work and technological procedures, organisation of the contractual performance, marking of the workplace, for safe conditions at workplaces, areas, roads, and social facilities taken-over from SE upon protocol.
- 4.3** The Contractor bears responsibility for safe condition of used mechanisms, machines, equipment, tools, and materials. The Contractor shall operate and maintain the equipment in such technical conditions and behave in SE's premises in a way preventing damage to the property and environment. In case of detecting any deficiency on the Contractor's technical equipment, SE has the right to suspend their operation or to take it (the equipment) out from SE's premises. Any potential delay in the performance shall not be considered a delay caused by SE.
- 4.4** The Contractor will bear responsibility for professional and health capability of their employees, the Contractor is obliged to behave at the workplace in a way preventing any damage to health of SE's employees, own employees as well as the employees of any third party. The Contractor will act in order to prevent any damage to the property and environment. It is prohibited to the Contractor's workers to carry out contractual performance under influence of alcohol and/or narcotic or psychotropic substances, staying in the premises of SE under influence of alcohol and/or narcotic or psychotropic substances, as well as taking alcohol and/or narcotic or psychotropic substances at the workplace. The procedure how to carry out the test of alcohol use and presence of narcotic and/or psychotropic substances is stated in section 3.4. of STC herein.
- 4.5** The Contractor shall equip their workers with necessary personal protective work means (PPWM) and shall ensure their usage. (The Contractor) shall provide for the labels with name of the Contractor on the working clothes of all their workers, the labels will be visible and lasting.
- In case of any provable breaching of the principles of using personal protective means, SE may apply a contractual fine amounting to EUR 200 for each case. In case of repeated breach by the same worker, such worker shall be included in***

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***the database of undesirable persons and shall be banned from entry for a period of the contract duration or for a period of 12 months from repeated breaching of rules of personal protective means usage.***

**4.6** The Contractor is obliged to obey the order and to interrupt the contractual performance which is issued by SE's authorised person, or a safety technician and fire prevention technician due to a risk to operation, health, and life of persons, or if there is a risk of damage to property until revoked. SE's authorised person who issued such an instruction is obliged to make a record of it in the Logbook. Should SE's authorized person issue an order to suspend the contractual performance due to reasons of the Contractor, any potential delay in performance shall not be considered as a delay caused by SE.

**4.7** The Contractor's workers shall use determined entrances and exits, they shall stay at the workplace pertaining to provision of the contractual performance, they shall maintain the workplace and other used SE's premises clean and organized during the whole period of performance. The Contractor shall ensure continuous removal of wastes. After termination of contractual Performance, the Contractor shall hand over the workplace in clean and perfect condition. The Contractor and SE will prepare a protocol of the workplace takeover; it will also contain the documents proving the removal of wastes, generated by the Contractor's own activity, out of the SE's area, eventually of their disposal.

***In case of detected breach of tidiness regime, SE is entitled to claim a contractual penalty amounting to EUR 200 for each detected breach of the tidiness regime.***

**4.8** The Contractor while carrying out the subject matter of the Contract shall provide a safety coordinator for workplace pursuant to the Governmental decree of SR no. 396/2006 Coll. on minimum safety and health requirements for construction site as amended.

**4.9** Contractor shall ensure that workplaces taken over by protocol are fitted with safety marking pursuant to Governmental decree of SR no. 387/2006 Coll. on requirements for ensuring of safe and healthy marking at work, and Governmental decree of SR no. 396/2006 Coll. and Annex 1 thereto.

**4.10** The Contractor is obliged to fulfil their reporting duty in case of an extraordinary situation (injuries, fires, emergencies, etc.)

towards the competent state administration authorities and to inform SE immediately (within 30 minutes) in order to perform an objective investigation and apply preventive measures. In case of an injury if the affected employee could not undergo an alcohol test, the Contractor is obliged to arrange that such test is made as soon as possible. The Contractor shall submit the record thereof to SE without any delay.

**4.11** In case of fire and its subsequent liquidation by the fire-fighting units using their extinguishing equipment, providing that the fire was caused by the Contractor, the Contractor undertakes to reimburse any costs connected with fire fighting in 15 days from invoicing the costs by SE.

**4.12** According to the type of contractual activities, the Contractor shall elaborate safe work procedures, the Plan for occupational health and safety at work, the risk analysis of performed works and shall submit them to SE.

**4.13** The Contractor shall inform in advance SE about any change in technological execution of performance and any change in the documentation according to article 5.12 and chapter 6 of the STC herein.

**Contractual Penalties for Breaching OH&S, FP, and Environmental Protection**

**4.14** ***Proven repeated breaching of OH&S and FP rules by Contractor will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation. If the state administration body imposes a sanction against SE for such breach, the Contractor undertakes to pay it in full extent within 15 days from their invoicing by SE.***

**4.15** ***SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 per each case for the failure to report an extraordinary event, such as injury, fire, accident, etc.***

**4.16** ***Breach of the legal regulations and rules on OH&S by the Contractor, resulting in registered or fatal work injury of a SE worker, or a worker of other third party, SE is entitled to claim a contractual penalty from the Contractor amounting to EUR 1,700 . If the state administration body imposes a sanction against SE for such breach, the Contractor undertakes to pay it in full extent within 15 days from their invoicing by SE.***

**4.17** ***For breaching of legal regulations and***

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*rules on OH&S by the Contractor's worker, SE may request the Contractor to ensure that such worker attends additional special OH&S trainings.*

**4.18** *For breach of legal regulations and rules on OH&S by the Contractor's worker, SE may request the Contractor to ensure that such worker participates to additional special OH&S trainings.*

**4.19** *The parties shall consider a provable breach of the legal regulations and rules on OH&S and FP by Contractor for a material violation of the Contract, with a possibility for immediate withdrawal from the Contract.*

**4.20** *In case of a threat to the environment by the Contractor, the Contractor shall be responsible for elimination of the cause, consequence, and any potential financial compensation of the full extent of damages within 15 days from their invoicing by SE.*

**4.21** *In case that a state environmental protection authority claim sanctions from SE for the detected damaging of the environment or in case of violation of the environmental rules in SE's area by Contractor's workers, the Contractor undertakes to compensate the damage in full extent within 15 days from its invoicing by SE.*

**4.22** *Violation of environmental rules in SE's premises by Contractor's workers will entitle SE to claim contractual penalty from the Contractor amounting to EUR 1,70 for each violation case.*

## **5 Conditions of Contractual Performance and Technical Equipment of the Contractor**

### **Common Provisions**

**5.1** The Contractor shall hold respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic. Contractual performance may be carried out by professionally capable workers only. All the Contractor's authorisations and certificates of professional competence of their workers shall remain valid for the entire duration of the contractual relation. The Contractor's workers are obliged to have the respective documents available on the workplace and to prove their health capability and professional competence upon request of SE.

**5.2** *Failure to have valid authorizations and certificates of general, mental,*

*health capability or professional competency by Contractor or their workers during execution of the contractual performance will be considered as material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be entitled to claim contractual penalty from the Contractor amounting to EUR 800 for each detected case.*

**5.3** The Contractor shall notify SE of each change – starting of works by a new worker, termination of works by a worker, temporary or permanent change of Contractor worker's general, mental, health or professional capability of any Contractor's worker - in the form of a record in Logbook or by a separate letter.

*In case of failure to report the changes specified in the article herein, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 800 for each detected case.*

**5.4** SE has reserved the right of unlimited inspection of validity of authorizations, certificates of professional capability, instructing of individual workers at any time during the contract execution. The Contractor has agreed with this inspection.

**5.5** The Contractor shall submit the list of brought in and taken out unambiguously marked tools, measuring instruments, machines, devices and fixtures, work and protection means, binding means brought to the premises of SE for the purpose of the contractual performance. The list serves for checking the above mentioned items when taken out.

**5.6** The Contractor shall provide for own illumination sources to illuminate workplace, which will be connected to the points of electricity supply specified by SE on the basis of separately made contracts of electricity off-take.

**5.7** The Contractor shall perform all tests and inspections defined in technical standards, valid legal regulations and in the project of quality management and control during provision of the performance. The Contractor shall invite SE - technical supervision to perform a test and inspection five work days in advance, (the Contractor) shall also invite a body of the state technical supervision through SE if needed.

**5.8** Contractor's authorised person shall keep SE informed about the situation of performance at inspection meetings and operative meetings of management organised by SE.

**5.9** The Contractor shall provide performance on

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workplace in a way preventing damaging of underground infrastructure and installations.

**5.10** If the Contractor provides for the spare parts according to running requests of SE, they shall be specified in the Logbook.

**5.11** The workers of Contractor's work group are obliged to acquaint themselves with the task prior to the execution of performance and to participate in the meeting delivered by SE's authorised person before the start of the performance.

**5.12** The Contractor shall invite SE in writing for inspection of the contractual performance which will be covered, or will become inaccessible **not later than 2 work days in advance** or in agreed terms.

**Assembly / Construction Logbook/  
Service Book / Service Account**

**5.13** The Contractor shall keep an Assembly/Construction Logbook/Service book/Service account (hereinafter referred to as the **Logbook**) according to the type of provided contractual performance. Where the Contractor fails to keep properly the Logbook from the day of the workplace/site takeover, this fact will be considered as a substantial breach of the Contract.

**5.14** The Contractor shall bring the Logbook on the workplace at the beginning of performance, the same shall also organise its registration by SE's authorised person. The pages in the Logbook shall be numbered, any impaired page shall remain in the Logbook – it cannot be pulled out. The Logbook shall be permanently accessible on the workplace during the working hours and constantly available for SE.

**5.15** The Contractor shall submit the records in the Logbook for signing to SE on daily basis.

**5.16** Contractor's authorized person shall record the following facts to the Logbook from the date of site or workplace overtaking:

- Daily statement of the nominal list of its workers present in the performance on the workplace;
- Daily statement of the work completed that is required in accordance with the Contract; The list shall contain the unit of measure and the number of units pursuant to the Contract with a clear identification of performances for individual jobs executed, along with the information about the place of performance unless the place is defined by the Contract from the SAP system;
- Daily information about any problem with performance and decisive circumstances related to performance

and on occurrence of any event preventing or hindering execution of performance due to a delay or prolongation of the Performance period;

- Opinions and statements to SE's requirements, namely within 3 work days after recording a requirement; otherwise, it will be considered as their approval with SE's record;

- Opinions on SE's requirements beyond the scope of performance agreed in the Contract;

- Takeover of the special fixtures borrowed (binding fixtures, special tools, etc. - date and scope);

**5.17** SE's authorised person shall record the following in the Logbook:

- The record on initial training of Contractor's workers on the workplace containing the signatures of both contracting parties;

- Record on workplace/site handover to the Contractor for the purposes of performance;

- The scope of work and performance required from the Contractor or a reference to other record defining the scope/performance in accordance with the subject of the Contract; Any change of the scope shall be recorded in writing in accordance with the Contract.

- SE's opinions to the Contractor's requirements within 3 work days after recording a requirement; otherwise, it will be considered as its approval with Contractor's record;

- The check of performance and of the compliance with the provisions of the Contract at least once in two days;

- Confirmation with a signature about borrowing of special fixtures (binding fixtures, special tools, etc.);

- Confirmation with signature about material fulfilment of the contractual performance.

**5.18** If SE records a detected shortage into the Logbook, the Contractor shall eliminate the shortage in the term defined therein. If the Contractor fails to do so, SE is entitled to order an interruption of the contractual performance until the remedy of the shortcoming. Consequences and damages following from the interruption of performance are born by the Contractor in full extent.

**5.19** The Contractor shall prepare an

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Inspection protocol needed for making breakdown of costs to individual orders for invoicing purposes. Having the documents approved by SE, the documents shall be attached to the invoice for the performance carried out.

- 5.20** The duty to keep the Logbook shall elapse on the date of handover and takeover of properly executed performance by mutually signed Handover and Take-Over Minutes/ Protocol or on the date of removal of all defects according to the Handover and Take-Over Minutes / Protocol. The duty to keep the Logbook in the place of works shall not apply to the design works.

**Common Provisions on General Requirements for Documentation**

- 5.21** Providing that elaboration of the design and technical documentation and/or contractual technical documentation is the subject matter or a part of the performance, in accordance with the Contract, the Contractor shall follow the requirements defined in the technical assignment to be received from SE when preparing documentation.
- 5.22** The Contractor shall prepare the design, technical and/or contractual technical documentation in compliance with generally binding valid legal regulations and valid standards (STN 01 31 60 – Technical drawings – modifications of drawings, etc.). The Contractor shall base preparation of their design, technical and/or contractual technical documentation on the existing code list structures (SO), elementary system (PS), elementary subsystem (DPS) provided by SE.
- 5.23** The Contractor shall submit the design, technical and/or contractual technical documentation in written form together with list of drawings divided into individual packets in the contractually agreed number of counterparts. A list of documentation prepared in the form of a protocol with documentation check list shall be a part of the project. It is a list where every document shall be defined as a separate item. A document shall mean any textual or drawing part of the design documentation with its own stamp in the corner. SE shall provide the form and template for filling in the protocol.
- 5.24** The Contractor shall submit an elaborated design, technical documentation and/or contractual as-built documentation after completion of the performance. Each document shall contain:
- the as-built stamp,
  - legible name and signature of the authorised person responsible for the documentation submitted, proving that it is

in accordance with contractual performance,

- date and stamp of the organisation which carried out the performance.

The as-built documentation (DSV) shall state the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-built-documentation drawings in the archives. Drawings from the as-built documentation shall specify whether the drawing changes or supplements or replaces the original drawings or whether it is a new one.

- 5.25** Contractor shall submit the hard-copy and its electronic form in formats used by SE. Graphic files in formats \*.DWG, \*.DXF, \*.DGN, text ortable documents in formats \*.DOC, \*.XLS, \*.MDB and \*.PDF or other agreed form. All the documentation delivered by the Contractor in electronic form will be stored on a non-erasable medium. Each medium will be accompanied by a Hand-over protocol signed by the contractual parties confirming the compliance of the hard-copy with the digital copy.

- 5.26** Providing that there is a digital form of the design and technical documentation in SE, it will be provided to the Contractor according to the contractual provisions. The original digitalisation principles have to be followed when carrying out performance.

- 5.27** ***Contractor's failure to meet deadlines for submission of fair copies of individual documentation forming a part of the subject of Contract (e.g. Detailed design, Contractual technical documentation, As-built documentation, Technological procedure for construction and installation works etc.) will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 200 for each document and for each day of delay.***

## 6 Counter-performance by SE

### Common Provisions

- 6.1** If owned by SE, SE shall provide the Contractor with the available as-is documentation as well as any other documentation pertaining to the subject-matter of the Contract. Within 2 weeks from the date of the meeting, SE shall provide the available documentation specified at the bilateral meeting between the Contractor and SE, which is held upon the appeal of the Contractor made within 5 days from delivery of the signed Contract.
- 6.2** SE shall provide the Contractor with technical



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cooperation in the necessary scope which includes delivery of supplementary data and specification of documents needed during the performance according to the contract.

- 6.3** If necessary, SE shall mark up the entire underground network and infrastructure on the workplace when handing over workplace and, (SE) shall deliver the consent of administrators of the underground and elevated infrastructures to the Contractor, for

provision of the performance and conditions of administrators under which the Contractor may provide performance.

- 6.4** SE is entitled to suspend temporary performance of the Contract or its part by a notification in writing. For that period the Contractor shall be divested of responsibility for performance resulting from the Contract until the written notification that (the Contractor) may continue.

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**ANNEX NO. 1 TO STC****INDICATIVE (NON-EXHAUSTIVE) LIST OF SERIOUS AND VERY SERIOUS VIOLATIONS OF OCCUPATIONAL SAFETY**

<b>General</b>	Failed communication with SE with regard to severe and fatal accidents. (within 24 hours after the event the first prognosis – sick-leave lasting 30 or more than 30 days, regardless of prognosis, any injuries resulting from fall from heights or relating to electric shock).	
	Failure in communication with SE (in 24 hours from the event) in case of severe and registered injury (first prognosis of sick-leave lasting from 1 to 30 days).	
	Absence of the Contractor's responsible person on the site.	
	Executing contract performance by unqualified personnel.	
	Usage of special vehicles not previously registered.	
	Using tools, equipment, machinery, and chemical substances, the use of which has not been authorized.	
	Non-use of provisional equipment and fencing at the site and their insufficient maintenance.	
	Insufficient documentation needed for controls and inspections.	
	Shortcomings resulting from the failure to observe the evaluation of risks, OH&S plans.	
	Non-conforming and uncertified personal protective equipment (e.g. CE designation, integrity, maintenance, etc.)	
	Absence of coordination meetings convened.	
	Deficiencies in labelling of workplaces.	
	Shortcomings in work securing on the open reactor and FME.	
	Deficiencies and incompleteness of temporary labelling required for temporary changes carried out on roads of the plant area.	
	Presence of a person under the influence of alcohol or other narcotic and psychotropic substances in the workplace of SE and bringing such substances to the premises and workplaces of SE.	
	Failure to respect safety and health labelling - orders and prohibitions.	
	Lack of safety signs.	
	Use of such work equipment, the technical conditions or version of which are not in compliance with safety regulations.	
	Any interventions or changes to scaffolding provided by SE.	

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	Insufficient removal of unnecessary material in the workplaces – mess in the workplaces.	
<b>Electrical works</b>	In case of work on the energised electrical equipment, the equipment owned by the Contractor, uncontrolled and not reviewed (by the persons responsible for the respective area).	
	In the case of work with electrical appliances and tools under voltage owned by the Contractor, insufficient control of the tools and absence of valid certificates. (by those responsible for the respective area).	
	Failure to comply with the legislation and provisions of SE internal regulation, as (with whom the supplier has been notified) relating to protection against electrical hazards.	
	Insufficient protective or operational earthing or protection of the working machine.	
	Insufficient earthing and protection of the working hand tools used in the workplace	
<b>Work at heights</b>	Lack of protection of employees against the dangers of falls from heights and over free depth.	
<b>Mechanical lifting activities</b>	Incorrect use of lifting devices and mechanisms / incorrect handling when lifting loads.	
<b>Chemical risk</b>	Carcinogenic - Mutagenic - Toxic Substance	
	Deficiencies and violations in compliance with the regulations concerning the use of hazardous substances (according to the safety labelling and tables related to any substance)	
	Deficiencies and violations in compliance with the regulations concerning the handling / transportation and disposal of hazardous substances (according to the safety labelling and tables related to any substance).	
	Deficiencies and violations in observing the rules at work with a risk of exposure to asbestos dust or to a material containing asbestos.	
	Harmful	
	Deficiencies and violations in compliance with the regulations concerning the use of hazardous substances (according to the safety labelling and tables related to any substance)	
	Deficiencies and violations in compliance with the regulations concerning the handling / transportation and disposal of hazardous substances (according to the safety labelling and tables related to any substance).	
<b>Physical agents</b>	Denial of dangerous effects of physical factors (e.g. noise, vibration, dust, etc.)	
<b>Risk of fire / explosion</b>	Deficiencies and violations in compliance with the regulations relating to fire safety (legislation and internal regulations and SE, with which the supplier has been notified).	
	Deficiencies and breaches in compliance with the rules relating to prevention work in explosive atmospheres (ATEX).	


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<b>Work in confined places</b>	Work without protection against specific risks, to which a person is exposed in the premises, such as tanks, silos, tunnels, wells, etc.	
<b>Underwater work</b>	Professional qualifications of employees performing the respective activities which is not in compliance with the requirements of SE.	

LEGEND

 Very serious violation

 Serious violation