

Procurement documentation update 1.6.2023 - what changed?

Skanska has updated the Procurement documentation. The updated documents were introduced on 1st of June 2023. The updates apply to all Skanska's standard terms and conditions and to Skanska's Occupational Safety, Environment, Product and Logistics requirements.

The changes / additions include e.g. a ban on the use of light entrepreneurs and foreign staffing agencies, clarifications on the customer's rights to cancel the contract and updates to the safety requirements for scaffolding.

In addition, all the documents have been transferred to the document base according to Skanska's current brand.

All changes made to the documents are summarized here:

Changes in Skanska's Standard Terms and Conditions for Subcontracting – document:

Section 2.1 Skanska's Supplier Code of Conduct

- Specified in the last paragraph, that the Contractor is not entitled to use the Client as the reference unless if agreed otherwise 'with the Client'. Also specified that, a Contractor's employee who was involved in the project shall have the right of using the name of the project / his or her role as a reference 'in his or her CV' if this is not prevented by the duty of secrecy related to the project or by some other special reason.

Section 3.1.3 Restrictions and requirements concerning use of the Contractor's employees and subcontractors

- Specified in the first paragraph, that the Contractor must have its subcontractors or staffing agency approved 'in writing'.
- A new paragraph has been added, Light entrepreneurship and foreign staffing agencies, containing:

"The Client does not sign contracts with so called light entrepreneurs (kevytyrittäjä) and neither the Contractor has the right of giving the work further to be done by a person, who works as a light entrepreneur. Light entrepreneur means a person, who invoices its work through an invoicing service company and has no Y-tunnus (Business Identity Code).

The Client does not sign contracts with foreign staffing agencies and neither the Contractor has the right of having work done by workers of a foreign staffing agency. Foreign staffing agency means a company engaged in leasing labor, that does not have a Finnish Y-tunnus (Business Identity Code) or is an Entity of a Foreign Business or a Branch of a Foreign Trader that has a Y-tunnus."

- A new sentence has been added to the paragraph Contractor's obligations and liability, the Reliable Partner service: "The Contractor has to be registered in the Finnish Prepayment Register."
- The last part in the paragraph Personal ID has been specified:

"In due time before the start of the work phase, the Contractor must also provide the General Contractor with a list of the names, dates of birth, and tax numbers of its own employees and employees of the possible subcontractors or agency workers used, in order to grant the necessary access passes and follow-up of their authenticity. Moreover, project specific guidance regarding employee information must be followed. When taking the site induction, the worker must show official ID card that proves the nationality. If the Contractor's subcontractor is not approved in advance, the employees can't take the site induction and the access passes can't be granted."

Section 3.1.4 Work time requirements

- 'all the workers of the workgroup' has been added in point a.
- 'and lighting that present a fire hazard' has been deleted in point c.

Section 3.1.5 Dealing with negligence and consequences

- 'or by the authority' has been added in the last sentence.

Section 4.1.1 Kick-off meeting

- Specified in the last sentence that 'At least' the Contractor's responsible person managing the work must be present at the kick-off meeting.

Section 4.1.2 Quality assurance measures

- A new sentence has been added in the last paragraph: "In addition to other documentation, the Contractor must verify the completion of the work stage, the cleanliness and the conformity of the covered structures with photographs."

Section 4.1.3 Quality and handover material

- A new paragraph has been added:
"If the contract includes e.g., building automation, access control or building technology and/or continuous (cloud) services related to the above, the installation and the object of the delivery must meet the requirements of RT card 103206 regarding digital security and personal data processing at DT 1 level."

Section 9.1 Contractor's insurances

- A new sentence has been added: "When executing excavation and blasting works, the Contractor must have an excavation liability insurance."
- Specified that: The Contractor shall ensure that the insurance protection covers 'not only the Contractor's own work but' also ...

Section 10.1 Payment of contract price

- A new paragraph has been added:
"If the instalment or invoice refers to construction goods that are in the Contractor's production facility or other premises, the Contractor is obliged to separate it from other goods and materials and mark it as the property of the Client after the instalment or invoice for the goods has been paid. Ownership of the goods corresponding to the instalment is transferred to the Client when the instalment has been paid. However, the Contractor is responsible for the goods during storage, transport, and installation, until the contract / work performance is accepted at the site."

Section 14.1.2 Contractor's failure to comply with contract

- The Client's right of cancelling the contract has been modified in the first three points of the list.

"The Client shall have the right of cancelling the contract on the basis of the General Conditions for Building Contracts YSE 1998 and in addition if the Contractor:

1. violates the requirements of the Client's Supplier Code of Conduct;
2. repeatedly or substantially neglects quality assurance measures or the work performance or material is qualitatively unacceptable;
3. works on the site without a Safe Job Analyses (SJA), or in violation of it, or starts the work phase without agreeing it with the Client's management, or otherwise violates occupational safety regulations at the site in question or at another Skanska site."

- The last paragraph has been modified: " Before cancelling the contract, the Client submits prior notification of the possible cancellation and a deadline for rectifying the situation. As a result of a serious breach of the contract, the Client has the right to cancel the contract without prior notification of the possible cancellation."

Section 14.2 Sanctions

- A new sentence has been added: "The Contractor represents, assures and is responsible for not using construction products or subcontractors that are subject to the sanctions or restrictions mentioned above."

Section 15. Personal details and confidential information

- The first sentence has been specified: "The Contractor shall not have the right of using the personal or confidential information of Skanska, 'its partners or customers' disclosed to it for any other purpose than fulfilling its contractual obligations."

Changes in Skanska's Standard Terms and Conditions for Material Procurement – document:

Section 2.1 Skanska's Supplier Code of Conduct

- Specified in the last paragraph, that the Seller is not entitled to use the Purchaser as the reference unless if agreed otherwise 'with the Purchaser'.

Section 2.2 Tax in default

- A whole new section has been added.
"In case of tax in default, the Seller must submit payment schedule prepared together with Tax Administration, if the amount exceeds 500 euros. The Purchaser shall sign no contract with the Sellers whose tax in default is 10 000 euro or more."

Section 2.3 Requirements concerning occupational safety, work site arrangements, materials, the environment, and co-operation

- 'or by the authority' has been added in the last sentence.

Section 4. Payment of contract price

- A new paragraph has been added:
"If the instalment or invoice refers to construction goods that are in the Seller's production facility or other premises, the Purchaser is obliged to separate it from other goods and materials and mark it as the property of the Purchaser after the instalment or invoice for the goods has been paid. Ownership of the goods corresponding to the instalment is transferred to the Purchaser when the instalment has been paid. However, the Seller is responsible for the goods during storage and transport, until the goods have been received at the site."

Section 7. Quality

- A new paragraph has been added:
"If the delivery includes e.g., building automation, access control or building technology and/or continuous (cloud) services related to the above, the object of the delivery must meet the requirements of RT card 103206 regarding digital security and personal data processing at DT 1 level."

Section 13.1 Breach of contractual obligations by Seller

- The Purchaser's right of cancelling the contract has been modified in the two first points of the list:
"The Purchaser shall have the right of cancelling the contract on the basis of the General Procurement and Delivery Terms for Construction Products RYHT 2000 and in addition if the Seller:

- a. violates the requirements of the Purchaser's Supplier Code of Conduct;
 - b. repeatedly or substantially neglects quality assurance measures or the work performance or material is qualitatively unacceptable:
- In addition, 'severe occupational safety-related negligence' has been deleted in one sentence.

Section 13.3 Sanctions

- A new sentence has been added: "The Seller represents, assures and is responsible for not using construction products or subcontractors that are subject to the sanctions or restrictions mentioned above."

Section 14. Personal details and confidential information

- The first sentence has been specified: "The Seller shall not have the right of using the personal or confidential information of Skanska, 'its partners or customers' disclosed to it for any other purpose than fulfilling its contractual obligations."

Changes in Skanska's Standard Terms and Conditions for Consultancy Assignment – document:

Section 2.2 Skanska's Supplier Code of Conduct

- Specified in the last paragraph, that the Consultant is not entitled to use the Client as the reference or use in any other way the data protected by the Client's intellectual property right, unless if agreed otherwise 'with the client'. Also specified that, a Consultant's employee who was involved in the project shall have the right of using the name of the project / his or her role as a reference 'in his or her CV' if this is not prevented by the duty of secrecy related to the project or by some other special reason.

Section 3.1. Quality of the designs and quality assurance measures

- Specified in the second paragraph, that Quality control 'or proposals for the development of the plans' performed by the Customer, Developer or other Consultants does not reduce the responsibility of the Consultant in any way.
- Specified in the second paragraph '/ plans'.
- A new paragraph has been added:

"If the assignment includes planning related to e.g., building automation, access control or building technology, the plan and implementation must meet the requirements of RT card 103207 regarding digital security and personal data processing at DT 1 level."

Section 4.2. Hierarchy of contract documentation

- 'b. minutes of the tender negotiations' has been added

Section 5.1. Following the schedule

- The order has been changed in the first paragraph. Specified that The consultant must commit to the durations and dependencies, which are presented in the reference schedule.

Section 5.3 The Consultant's responsibility for the assignment

- The first paragraph has been modified: "With the exception of the terms and conditions KSE 2013, the Consultant is obliged to compensate the Customer for all damages resulting from errors or omissions made by the Consultant. However, the upper limit of the consultant's liability for damages is twice the amount of the fee for the assignment in question."

Section 6.1 Cost items and instalments of the assignment

- 'certificate of the liability insurance submitted' has been added in the list.

Section 8. Personal details and confidential information

- The first sentence has been specified: "The Consultant shall not have the right of using the personal or confidential information of Skanska, 'its partners or customers' disclosed to it for any other purpose than fulfilling its contractual obligations."

Section 9.3 Cancelling of the contract

- The Customer's right of cancelling the contract has been modified in the two first points of the list:
 1. acts in contradiction with the guidelines of Skanska's Code of Conduct principles;
 2. does not comply with the quality assurance mentioned in 3.1 Quality of the designs and quality assurance measures;
- Also, the last sentence has been modified.

Changes to Skanska's Occupational Safety, Environmental, Product and Logistics Requirements in Subcontracting – document:

Section 1.1 Hazard identification and risk control

- The sentence that refers to Skanska pack has been modified.

Section 1.4 Site induction and competencies

- A new paragraph has been added:

"At least 5% of the Contractor's employees working on the site must have a valid EA1 or similar two-day first aid training. The Contractor must strive to ensure that in work groups of more than 10 people, at least one person has a valid first aid training. Employees with first aid skills must prove their competence when taking site induction."

Section 1.5 Incidents, accidents and environmental damage

- A new paragraph has been added:

"In situations where the accident would lead to the injured person being absent for a short time, the Contractor must primarily try to find compensatory work for the worker. The consent of the injured person and a doctor's permission must be obtained for compensatory work. The work can be, for example, supportive or preparatory tasks related to the injured worker's own or someone else's work, or tasks that support the development of the worker's skills. Compensatory work must not jeopardize the healing of the injury."
- 'Accidents leading to compensatory work' has been added to the list.

Section 1.7 Hot works and fire prevention

- The first sentence regarding the guidelines has been modified.

Section 1.13 Scaffolding

- The scaffolding-related safety requirements have been specified. In its entirety, the section now reads as follows:

"Scaffolding used must comply with the scaffolding-related safety requirements.

When the height of the work level exceeds 0.5 m, the scaffolding must be equipped with an inclined ramp with steps, fastened to the scaffolding. When using the ramp, the standing stability of the scaffolding must not be compromised.

Fixed scaffolding must be assembled and dismantled in accordance with the scaffolding plan or installation instructions and fall protection must be observed all the time. In case there is a risk of falling from the scaffolding, harness attached to a sufficiently strong structure must be used. Any movement of the scaffolding work level should be prevented. Movement from one level to another is to be arranged primarily by steps.

Movable scaffolding over two meters high must have a scaffolding card, guardrails, toe boards, and resting levels at 2-metre intervals. Fall hazard must be minimized also in case of height less than 2 meters. When working at a height of 1.5 – 2 meters, fall protection rails or a handrail with a height of one meter must be used. Railings or a handrail must be installed on scaffolding even lower than this, if there is a risk of falling according to the risk assessment. The height of the work level shall not exceed three times the minimum support width. In all cases, the stability of the scaffolding must be ensured, and additional support legs must be used if necessary. During transfer, there should be no employees or loose items at the work level. The wheels must be locked while there are people working on the scaffolding. In case of movable scaffolding, the minimum width of the working level is 60 cm.

No part of scaffolding to be assembled may be used before it is inspected and accepted for use. The acceptance is indicated on the scaffolding card.

If the work level is accessed through a hatch, it must be closed immediately after climbing onto the work level.”

Section 1.14 Environmental obligations and working environment

- Specified the sentence The Contractor shall take care to minimize the environmental impact of its own work, ‘e.g., by striving to reduce energy consumption and material waste’.
- Specified the sentence Refueling in accordance with the conditions ‘using renewable fuel’ ...
- A new paragraph has been added:

”If the project is carried out in accordance with the Kuivaketju10 operating model, the Contractor must complete the induction of the mentioned operating model and they must be aware of the issues of the risk list that concern them. These may cause additional requirements related to the implementation / delivery and protection of materials. The Contractor must make it possible for the Client to perform verification and documentation in accordance with the risk list or, if necessary, participate in the verification and documentation together with the Client. The Contractor must ensure that the material suppliers used by it and the subcontractors possibly used by the Contractor also follow the mentioned operating model.”

Section 1.14.5 Order, tidiness and waste disposal

- A new sentence has been added: The Contractor has to mark what fraction is in the waste bin.”

Section 1.14.6 Dust prevention

- A new sentence and a link has been added: ”The dust control plan must comply with the quartz dust management guidelines published by the Finnish Institute of Occupational Health, or the Contractor must prove in another way (e.g. dust measurements) that exposure management is acceptable.”

Section 2. Requirements for products and materials used

- A new sentence has been added: ”Upon request, the Contractor must provide sorting and recycling instructions for all the materials and their packaging delivered.”

- Specified that the electronic system is most commonly the RT contractor's product information.
- A new sentence has been added: "In Skanska's carbon road map, the longer-term goal is to require the key materials to have an EPD or similar, which is valid for the carbon footprint calculation of the climate assessment carried out as part of the building permit."
- The requirements regarding chemicals have been specified. In its entirety, the section now reads as follows:

"Before commencing work, the Contractor must provide the Client with information about the chemicals he uses to be listed in the site's chemical list, as well as the Material Safety Data Sheets in Finnish language. The Contractor submits the information to the RT contractor's product information system, if it is in use at the site. The Contractor must store chemicals in such a way that environmental and health risks are minimized. In accordance with the REACH Regulation ((EU) 1907/2006, Annex XVII title 74)), di-isocyanates may not be used in chemicals, unless the user has completed an approved training on the safe use of di-isocyanates. The requirement enters into force on August 24, 2023. The Contractor must ensure that their employees are introduced and trained in for processing products."
- Specified that "The materials used must not contain substances that are banned under Finnish legislation 'or the annexes of the REACH Regulation', nor the following."
- Specified the sentence regarding origin of timber: "... 'is from a sustainably managed forest' ..."

Section 3.2 Arrival to work site and induction

- Links to the Safe delivery procedures at Skanska's construction sites -video have been added.

Changes in Skanska's Occupational Safety, Environment, Product and Logistics Requirements for Material Procurement – document:

Section 1. Requirements for products and materials

- A new sentence has been added: "Upon request, the Seller must provide sorting and recycling instructions for all the materials and their packaging delivered."
- A new sentence has been added: "The Purchaser recommends the Seller to join the RT product database and maintain the product information and documentation of their products in the system."
- A new sentence has been added: . "In Skanska's carbon road map, the longer-term goal is to require the key materials to have an EPD or similar, which is valid for the carbon footprint calculation of the climate assessment carried out as part of the building permit."
- The requirements regarding chemicals have been specified. In its entirety, the section now reads as follows:

"The Seller shall also submit to the Purchaser the Material Safety Data Sheets in the Finnish language of the chemicals to be delivered by it or declare that they are using the RT product database (from which the buyer can collect the information needed)."
- Specified that "The materials used must not contain substances that are banned under Finnish legislation 'or the annexes of the REACH Regulation', nor the following."

- Specified the sentence regarding origin of timber: "... 'is from a sustainably managed forest' ..."

Section 2.2 Arrival to work site and induction

- Links to the Safe delivery procedures at Skanska's construction sites -video have been added.

Changes in Skanska's Occupational Safety, Environment, and Product Requirements for Consultancy Assignment – document:

Section 1. Occupational safety related requirements

- The sentence that refers to Skanska pack has been modified.

Section 2. Requirements for the environment, products and materials used

- New sentences have been added: "Skanska's goal is to present emission reduction methods to the developer at all sites. The Consultant must identify and present the Customer with alternative solutions that reduce emissions. In addition to identifying means of reducing emissions, it is recommended to look at the environmental responsibility of solutions in a wider scope, such as from the perspective of waste minimization and recyclability."
- Specified that "... the materials used must not contain substances that are banned under Finnish legislation 'or the annexes of the REACH Regulation', nor the following."
- Specified the sentence regarding origin of timber: "... 'is from a sustainably managed forest' ..."