

## Procurement documentation update 1.1.2025 - what changed?

Skanska has updated the Procurement documentation. The updated documents were introduced on 1st of January 2025. The updates apply to all Skanska's standard terms and conditions and to Skanska's Occupational Safety, Environment, Product and Logistics requirements.

All changes made to the documents are summarized here:

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

Section 3.1.1 Requirements concerning occupational safety, work site arrangements, materials, the environment, and co-operation

- Clarified that the requirement for supervision also applies to work performed on an hourly basis.

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

- A new subheading 'Notification of Employee Information' has been added. Under this subheading, part of 'Personal ID' has been moved from the entries under the previous subheading, and entries from the Valtti+ service have been added:

"The Valtti+ service from Vastuu Group is in use at our worksites. We recommend that Contractors join the service and grant the Client access to employee information through it. This also applies to subcontractors and staffing agencies"

"If the Contractor is a foreign company that cannot join the Valtti+ service from Vastuu Group, it must deliver the aforementioned employee information to the worksite electronically well in advance before the site induction."

Section 4.1.2 Quality assurance measures

- The entry regarding the Congrid system has been updated to remove "as well as guidance for use".
- A new paragraph has been added:  
"If the Contractor causes property damage, such as a leak, they must, in addition to insurance reports, prepare a written report on the damage, the reasons leading to it, and the measures to prevent similar damage in the future."

Section 4.1.3 Quality and handover material

- A clarification has been added to the last paragraph dealing with digital security:  
"... unless a higher level is specified for the project."

Section 8.1 Contractor's surety for Client

- A new paragraph has been added:  
"The building period surety is valued at 10% and the warranty period security at 2% of the contract price. The construction period surety must be valid for 3 months beyond the contract period, and the warranty period surety for 3 months beyond the warranty period. The client reserves the right to adjust the value of the warranty period surety in the final financial settlement to cover any additional and amendment work. If the validity period of the sureties needs to

be extended for reasons not attributable to the Client, the Contractor is responsible for the costs incurred from extending the surety.”

#### Section 10.1 Payment of contract price

- New paragraphs have been added:

“Invoicing for the contract and any additional or amendment work must always be done on separate invoices. Possible work performed on an hourly basis must not be combined with contract invoices. The invoice and its breakdown must always clearly detail the specific service the invoice pertains to.”

“Invoices must be sent no later than 5 weeks after the completion and billing eligibility of the service. The Client reserves the right not to pay invoices submitted after this deadline. The Contractor must present all their claims, with detailed grounds, at the latest during the acceptance inspection, and with detailed amounts at the latest during the final settlement meeting. The Client will not pay any claims/invoices that arise after the final financial settlement and its final account.”

Additionally, a clarification has been made: “Late payment interest in accordance with the Interest Act.”

#### Section 10.2 Promoting occupational safety and occupational safety instalment

- A clarification has been added at the end:

“The safety installment can be divided into multiple parts, for example, by sections.”

#### Section 11. Design and price changes, actual quantities

The words ‘and hourly work’ have been added to the title

#### Section 11.2 Approval of actual volumes and hourly work

- The words ‘actual volumes’ have been added to the title
- New paragraphs have been added:

“Hourly work performed must always be itemized. The itemization must clearly indicate the work it pertains to, the building and floor or area where it was performed, and who ordered it. Only one person’s hours may be recorded on a single hourly itemization form. The Client reserves the right not to accept hourly work recorded in any other manner.

Hourly itemization forms must be approved daily by the Client’s site management. The Client reserves the right not to accept hours submitted late.

Additionally, the Contractor must follow any project-specific instructions given by the Client regarding the approval of hourly work and itemize the hours using the Client’s hourly itemization form, if one is in use.

Information obtained from the access control system may be used to verify the accuracy of the hours reported by the Contractor. If the reported hours differ from the information obtained from the system, the Contractor must provide a written explanation. The Client reserves the right not to pay for hours that are not recorded in the access control system or do not match it. Furthermore, the Client reserves the right to retroactively dispute and request reimbursement for already approved and invoiced hours if the access control system data differs from the invoiced hours.”

#### Section 15. Personal details and confidential information

- The entries under the subheading 'Processing of Personal Data and Data Protection' have been modified

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

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

- Clarified that the requirement for supervision also applies to work performed on an hourly basis.

Section 4. Payment of contract price

- The entry regarding the eligibility of the invoice for payment has been updated to include "as well as the documentation related to product approval".
- New paragraph have been added:

"If it has been agreed in the contract/order that the Seller will provide a surety, the first payment or invoice is not payable until the building period surety has been delivered to the Purchaser, and the final payment or invoice is not payable until the warranty period surety has been delivered to the Purchaser."

"Late payment interest in accordance with the Interest Act. Invoices must be sent no later than 5 weeks after the delivery has been received. The Purchaser reserves the right not to pay invoices submitted after the deadline."

Section 6. Final settlement of accounts

- A new sentence has been added:  
"The Purchaser will under no circumstances pay claims/invoices that arise after the final settlement and its final account."

Section 7. Quality

- A clarification has been added to the last paragraph dealing with digital security:  
"... unless a higher level is specified for the project."

Section 10. Time of delivery

The sentence "The Seller shall check the delivery date with the Purchaser two weeks before the delivery." has been deleted.

Section 13.1 Breach of contractual obligations by Seller

- The entry regarding the prior notification of cancelling the contract has been clarified. The new entry is:  
"Before cancelling the contract, the Purchaser submits prior notification of the possible cancellation and a deadline for rectifying the situation. As a result of a serious breach of the contract or a delay of 2 weeks, the Purchaser has the right to cancel the contract without prior notification of the possible cancellation."

Section 14. Personal details and confidential information

- The entries under the subheading 'Processing of Personal Data and Data Protection' have been modified

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

### Section 2.1 Assignment information and competencies

- A sentence has been added to the first paragraph: “Competencies must be demonstrated to the building control authority with a certificate issued by an official qualification issuer.”

In the second paragraph some clarifications have been added regarding the documentation of instructions: “... in the contract and its appendices, also ...” and “... requesting and ...”

### Section 3.1. Quality of the designs and quality assurance measures

- New paragraphs have been added:

“If the designs prepared by the consultant are used to apply for a building permit, the consultant must provide the design models or other necessary information in a machine-readable format to the Built Environment Information System. The Consultant must update the design models to reflect the actual implementation by the final inspection.

The Consultant must also participate in the preparation of the building product list. The building product list is prepared for the building permit and updated with key changes by the final inspection. The list for the permit phase must be at least at the main drawing level and based on quantities, mass, or other measurable data.”
- The word ‘cost-effective’ has been added to the sentence regarding design solutions.
- The sentences “The Consultant must prepare deviation reports for the Customer regarding any design errors” and “The Consultant must promptly address any design modification needs that arise during construction” have been added.
- The sentence regarding design changes during construction has been modified to: “The Consultant must update the as-built model with approved design changes that occur during construction.”
- The entry regarding systems has been updated to include ‘collaborative design development’ and to remove ‘(most commonly Congrid).’ The phrase ‘as well as instructions for use’ has also been removed from the same paragraph.

A clarification has been added to the last paragraph dealing with digital security: “... unless a higher level is specified for the project.”

### Section 4.2. Hierarchy of contract documentation

The item j in the hierarchy has been modified: ‘Information modeling plan and information modeling guidelines’

### Section 5.3 The Consultant's responsibility for the assignment

The word ‘all’ has been removed from the first sentence of the first paragraph. The word ‘however’ has been added to the last sentence of the same paragraph.

### Section 6.1 Cost items and instalments of the assignment

- The entries regarding the last installment have been clarified. The entire paragraph now reads as follows:

“The last instalment or invoice is not payable until the delivered design material and as-built model meet the agreed specifications, the delivery inspection has been performed, and the final review of the design work has been held. An

amount equal to 2% of the total fee for the assignment from the final payment is payable only after 2 years and 3 months have passed since the handover of the project and any design errors discovered during the warranty period have been corrected.”

- The following entries have been added to the invoicing instructions:

“Interest on late payments according to the Interest Act.”

“Invoices must be sent no later than 5 weeks after the performance has been completed and is billable. The Customer reserves the right not to pay invoices submitted too late. The Consultant must present all their claims to the Customer at the latest during the acceptance inspection. The Customer will not pay any new claims/invoices that arise after the acceptance inspection under any circumstances.”

#### Section 6.2 Additional and amendment works in connection with the assignment

- The entries regarding additional and amendment work have been clarified. The third paragraph now reads as follows:

“If due to the urgency or other pressing reason it is not possible to agree on additional work in writing prior to commencing work, the Consultant does not lose the right to possible additional compensation or an extension of the performance time. Any additional work, possible additional compensation, or an extension of the performance time must be agreed as soon as possible.”

#### Section 8. Personal details and confidential information

The entries under the subheading ‘Processing of Personal Data and Data Protection’ have been modified.

#### Section 9.3 Cancelling of the contract

- The phrase ‘based on section 8.1.2 terms (KSE 2013)’ has been added to the second paragraph, and ‘in the above mentioned cases’ has been removed.
- The word ‘Additionally’ has been added to the sentence regarding the client’s right to cancel the contract.
- The word ‘proven’ has been added to the sentence regarding prior warning.

### **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: “In addition, the Contractor must familiarize themselves with the site’s safety plan and adhere to it, as well as Skanska’s general safety and environmental regulations outlined in the Skanska pack at pakka.skanska.fi.”
- The list of items to be reviewed with the working group has been shortened. The list now reads as follows:
  1. What work tasks are being performed and what potential changes need to be considered?
  2. What could go wrong?
  3. How are the risks managed?
- New paragraphs have been added:
 

“The Contractor follows the stop and choose principle in their actions. If the working conditions change or something unexpected happens, the work is stopped, hazards are identified, and work is resumed only when a safe working method has been ensured. If the risk level increases, risk management plan

(SJA) is updated, and the Client is notified. This prevents injuries to people and damage to materials and the environment.

Additionally, the Contractor must participate in the site's joint safety meetings, such as safety briefings, and/or hold their own safety briefings for their workers according to the site's practices."

#### Section 1.2 Site induction and competencies

- A new list has been added: Based on the risk assessment, the necessary protective equipment must also be used, such as:
  - Fall protection
  - Respiratory protection against gases or dust
  - Knee pads for work done on the knees
  - Hearing protection when noise levels exceed 80 decibels
  - Life jackets for work with a risk of drowning
  - Personal escape devices in tunnel excavation

#### Section 1.4 Use of personal protective equipment

- The sentence regarding the reporting of employee information in the first paragraph has been modified. It now reads: "The Contractor is required to report employee details that the Tax Administration requires to the Client well in advance before arriving for induction." A new sentence has been added after this: "Additionally, site-specific instructions for reporting employee information must be followed."
- The first item in the list has been modified to: "Participate in work site orientation and safety meetings"
- The last paragraph has been modified to:

"The Contractor must have at least one person per ten employees with a valid EA1 or similar two-day first aid training. Employees with first aid skills must prove their competence when taking site induction."

#### Section 1.5 Incidents, accidents and environmental damage

The items 'serious near-miss incidents' and 'material and equipment damages' have been added to the list of matters to be reported immediately in the second paragraph.

#### Section 1.10 Safety of motor-driven machines and haulage trucks and fuel tanks

- New paragraphs have been added:

"The windows of excavators working on the blasting field must be protected with metal grids.

The Contractor must notify the Client of unexpected damage to work machines and the commencement of their repair work. If it is necessary to go under the machine during inspection or repair, its unintentional movement must be prevented by chocking the wheels in both directions."

#### Section 1.13 Scaffolding

- The safety requirements for scaffolding have been clarified, and the content order has been rearranged. The entire section now reads as follows:

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

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.

All work and protection scaffolding must undergo a commissioning inspection (erection inspection) before their first use, as well as if the scaffolding is moved, the structure needs to be modified, or if it is suspected that, for example, weather conditions have affected the structure. The Contractor must provide the Client with the inspection records of their scaffolding. The inspection is carried out according to the site's instructions, for example, using the Congrid Scaffolding Inspection Checklist form. The inspection ensures that the structure complies with the plans, and the inspection is recorded in 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

The sentence regarding minimizing environmental impacts has been clarified: "... idling of machines ...".

#### Section 1.14.6 Dust prevention

A new sentence has been added: "In work that exposes workers to carcinogenic dust, such as quartz, an H-class local exhaust vacuum or equipment with equivalent performance must be used."

#### Section 2. Requirements for products and materials used

- Added the words 'ordering of materials and' to the first paragraph
- Modified (and rearranged) the entries related to the electronic product information system and the building product list. The new entry reads as follows:
 

“The Contractor commits to use the electronic system (most commonly the RT Product Information Management Service) for collecting product and quantity information and enter the data regarding materials delivered (including product eligibility and traceability documents as well as material certificates). The aforementioned information will be compiled into the building's product list and will also be used to ensure compliance with the requirements of the climate assessment.”
- Replaced the expression 'building permit' with 'for the building' in the sentence that deals with carbon footprint calculation.
- Added a new paragraph related to Taxonomy:
 

“If the project is implemented in accordance with the EU Taxonomy criteria, the Contractor must consider the applicable EU Taxonomy criteria in the selection of the project's devices, products, and materials, in the chemicals used, and in their operations on the worksite.”
- Clarified the provision of information regarding chemicals. The new entry is as follows: “The Contractor submits the information to the Product Information Management Service.”

- Added to the end of the list of prohibited substances: ‘and, on a case-by-case basis, substances and chemicals prohibited by the EU Taxonomy criteria’

### Section 3.2 Arrival to work site and induction

- The entries regarding driver briefing have been modified. The entries are as follows:

“The driver must report to the construction site office before driving to the site. The driver participating in the work (e.g. concrete pump operator) is entered to the site employees’ register. Unloading can begin once the site has briefed the driver on the safety of unloading at that specific site. If the risk level increases, the site may require more extensive briefing.

The driver not participating in the work, is recommended to familiarize oneself with safety of delivery and unloading by watching the video.”

### Section 3.3 Protective equipment

- Modified the sentence below the list by adding, among other things, ‘based on the hazard assessment’.

### Section 3.5 Dangerous situations and accidents

- Modified the list of items to be reported to the client. The sentence now reads as follows: “The supplier or haulage company must immediately report to the Client all worksite accidents and environmental damages, serious near-miss incidents, environmental damages, and material and equipment damages.

- Added a new paragraph:

“The driver must inform the Client if the vehicle is damaged. If it is necessary to go under the vehicle during inspection or repair, its unintentional movement must be prevented by chocking the wheels in both directions.”

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

### Section 1. Requirements for products and materials

- Modified (and rearranged) the entries related to the Product Information Database and the building’s product list. The new entry reads as follows

“The Purchaser recommends the Seller to join the RT Product Information database and maintain the product information and documentation of their products in the system. The aforementioned information will be compiled into the building’s product list and will also be used to ensure compliance with the requirements of the climate assessment.

The Seller must provide product information, traceability documents, and material certificates for all materials and products supplied, if such information is not available in the Product Information Database.”

- Replaced the expression ‘building permit’ with ‘for the building’ in the sentence that deals with carbon footprint calculation.

- Added a new paragraph related to Taxonomy:

“If the project is implemented in accordance with the EU Taxonomy criteria, the Seller must offer only devices, products, materials, and/or chemicals that meet the EU Taxonomy criteria.”

- Added to the end of the list of prohibited substances: ‘and, on a case-by-case basis, substances and chemicals prohibited by the EU Taxonomy criteria’



## Section 2. Requirements for delivery and unloading

- Made the same changes as in the subcontracting document

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

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

- Added the words 'limits' and 'or other' to the sentence dealing with low-carbon criteria.
- Added a new paragraph:

“The Consultant must participate in the preparation of the building product list for the project during the building permit phase and update the list before the final inspection. The aforementioned information is also used to ensure compliance with the climate report requirements.”
- Modified the entry related to Taxonomy. It now reads as follows: “If the project is implemented in accordance with the EU Taxonomy criteria, the Consultant must consider the applicable EU Taxonomy criteria in the project design and selection of equipment, products and materials.”
- Added to the end of the list of prohibited substances: ‘and, on a case-by-case basis, substances and chemicals prohibited by the EU Taxonomy criteria’