DOVENTUS

Embassy of India
30 Kulosaarentie
00570 Helsinki

WORK PROGRAMME

Renovation and extension of real estate

24.01.2019

Translation

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1  TARGET

1.1 Target

Embassy of India
30 Kulosaarentie
00570 Helsinki

1.2 Presentation of the site

The project developer expects the contractor to study the target, the site and the existing circumstances.

2  TARGET CONTACT INFORMATION

2.1 Project developer and representatives

Embassy of India
32 Kulosaarentie, 00570 Helsinki

Planning: Doventus
Sinimäentie 10 A, 02630 Espoo
Jari Leppänen
Tel. 040-8269784, 09-3489211
jari.leppanen@doventus.fi

Construction: Doventus
Sinimäentie 10 A, 02630 Espoo
Matti Haikala
Tel. 040-6579922, 09-3489211
matti.haikala@doventus.fi

2.2 Planning

Doventus
Sinimäentie 10 A, 02630 Espoo
Tel. 09-3489211

Architect and main designer: Tero Seppänen
tero.seppanen@doventus.fi

Structural planning: Jari Leppänen
M. 040-8269784
jari.leppanen@doventus.fi
3  CONTRACT FORM OF THE PROJECT

3.1  Scope of obligation to perform

The project comprises the renovation of the structures and technical
building services of the target, as well as an extension. Further, a car
shelter and a new border fence are built and the garden areas and
plantings are repaired.

The project adheres to Finnish construction practices, language on
site is Finnish. The contractor must have a Finnish speaking
supervisor or front man present at the site.

The main contractor of the project will act as the project supervisor required by
law and will be responsible for site management and occupational safety.

As per 1§ and 2§ of the General conditions for building contracts, the main
contractor is responsible for the building technology, HVAC, electricity and
automation work as well as supplementary construction work and other
secondary duties, so that all work described in the tender documents and plans
is fully completed and ready for use within the time period specified in the
contract.

The main project includes on-site services (General conditions for building
contracts 3§) and site management (General conditions for building contracts
4§).

The main project includes the site management duties as well as the duties of
internal and external works of the water supply and drainage supervisor as well
as duties of the HVAC supervisor.
2019
The responsible supervisor appointed by the main contractor acts as the responsible foreman reported to the Building Control Services. The personal information and qualifications of the responsible supervisor must be provided in the envelope 1 (Technical bid).

The main contractor engages necessary subcontractors, which need the approval of the client either in contract negotiations or on-site meetings. The main contractor is in all parts responsible for the performance of the subcontractors and for defining the scope of their work, as well as drawing up the subcontracts independently.

The bidder is liable to deposit a warranty equalling 2% of the offered price as the financial institution’s bank guarantee. The deposit must be made before the tender is submitted. Receipt of the bank guarantee payment must be included in both envelopes 1 (Technical bid) and 2 (Financial bid). The warranty must be valid until 2 September 2019 but it expires earlier if the contract is signed with other bidder.

The contractor will preserve the confidentiality of information related to the target.

3.2 Contract form

The project will be done as a lump-sum contract.

Payment is on a lump-sum basis.

The main contractor is responsible of site management and scheduling.

3.3 Acquisitions of developer

The project includes all materials and acquisitions detailed in the plans. Also those equipment or work stages not mentioned in the documents but necessary in order to achieve the required result must be implemented as part of the project.

The contractor is responsible for all acquisitions of materials or equipment needed in the renovation work, as well as all installation work.

4 CARRYING OUT THE WORK

4.1 Project schedule

The contractor must draw up a work schedule as per the General conditions for building projects 5§ within two weeks of signing the contract. The schedule must be approved by the developer. The schedule must show the weekly work stages. The implementation of the schedule will be monitored in the on-site meetings.

4.2 Initial survey of the site
Before the renovation work begins, representatives of the developer and of the contractor will hold an initial survey of the site. The survey includes the inspection of the condition of such parts of the building or site surroundings which are not included in the project. In the survey, the site will be handed over to the contractor so that the work can be performed.

4.3 Permits

The project has been granted a building permit 29.6.2017, permit identification code 42-1676-17-B. The permit and its attachments are handed over to the contractor for the duration of the work as appropriate. Any other permits required for the work are the responsibility of the contractor.

The building permit and its attachments are confidential.

The contractor is responsible for appointing and approving of such managers as are required by law and named in the permit, commissioning inspections and drawing up inspection and other such documents.

The following conditions are given in the Building Permit and included in the lump sum project:

- The construction work requires the approval of the following responsible supervisors before the work in question can be begin:
  - the responsible supervisor
  - water supply and drainage supervisor
  - HVAC supervisor

- The following inspection reports must be provided according to the progress of the construction work:
  From the Building Control Services:
  - Opening meeting
  - Final inspection

- You may not begin the construction work before you have made an announcement of it to the Building Control Services.

- Of the drawn documents, the layout drawings are confidential.

Procuring the necessary permits and their costs are the responsibility of the contractor (e.g. street rental).

The client is responsible for providing the electricity and district heating contracts with Helen.

4.4 Plans and their delivery
The developer delivers three sets of paper prints of the drawings and other documents to the contractor for the purposes of the site.

Additional sets of prints needed for subcontracting or supply quotations will be provided and paid for by the contractor. The additional sets of prints may be ordered from the designers.

5 SITE ARRANGEMENTS

5.1 Weather protection
Renewing the roof and other work stages vulnerable to moisture must be carried out under a protective weather cover that covers the whole building.

5.2 Staff facilities
The contractor will procure necessary staff facilities, storage containers etc. The old sewage line of the property (that will be demolished later) can be connected to the on-site container office, but the matter has to be confirmed with the contractor.

5.3 Electricity and water
The contractor will get the water and electricity needed for the work from the real estate under renovation. No charges are collected for either water or electricity. The contractor will carry the costs of necessary temporary wiring and power distribution centres. The client is not responsible for possible disruptions in power supply.

The functionality of the old technical building services of the real estate is not known. The contractor will do the necessary connections during the project.

5.4 Limitations regarding the construction work
- Regular working hours are Monday to Friday at 7am through 6pm. Work stages generating a lot of noise can be started at the earliest 8am. Saturday and Sunday require a special permit from the client.
- Technical work stages such as post-treatment of concrete structures must be done according to the plans regardless of the week day.
- The contractor must provide the necessary protective covers for the apartments and passage ways.
- The contractor will build and protect the passage ways in such a way that they can be safely used throughout the project.
- An Embassy building is located on the adjacent property, 32 Kulosaarentie. The Embassy’s customers walk through a separate gate and across the yard of 32 Kulosaarentie to the main entrance of the Embassy. Safety and fencing issues must be taken into consideration.
- The contractor is responsible for the dust compartmentation as the building is finished.
- The rescue ways must be kept clear under all circumstances.
6 QUALITY

6.1 Quality control

The main contractor must draw up a Quality plan within two weeks of signing the contract. The contractor will expand the Quality plan as the work progresses.

The work will be performed as per the technical plans. Any deviation from the plans must be announced in on-site meetings. Work stages which will be covered are inspected. No structures may be covered before inspection.

The main contractor and the responsible supervisor of the contractor are responsible for drawing up the inspection documents required by officials and sees to it that all inspection measures are recorded as soon as they have been performed.

6.2 Quality control of the contractor

The main contractor is responsible for the quality control on his or her own work as well as that of the subcontractors.

The contractor will compile an inspection document of the renovation work which will record the performance of each work stage with the name of the corresponding manager. The inspection document will be submitted for the approval of the developer upon the start of the work.

6.3 Alternative products

Should the contractor wish to use a building product other than the one specified in the plans, client’s approval must first be solicited.

Any changes in materials must be recorded in the site documents.

7 ENVIRONMENT

7.1 Environmental protection

The condition of the area as well as e.g. trees to be preserved are recorded in the first meeting. Returning the site to its original condition is included in the project.

The contractor must minimise the negative environmental effects of the work by for example considering the service life, repairability and environmental burden when choosing products.

Sorting demolition waste must be carried out as per official guidelines.

The street area must be cleaned and washed sufficiently often, because the Embassy operates on the adjacent plot.
2019
The contractor will build a neat plywood fence of some 200cm around the site. The fence will be built along four sides of the site, excluding the brick wall between the site and the neighbouring chancery building. The contractor has the right to use the narrow area next to the border of the Embassy as storage area but its size and fencing around it are to be discussed in more detail in future negotiations.

7.2 Materials to be removed and demolition waste

Demolition waste, including transport, rubbish bins and waste reception fees, is included in the project. The demolition waste is to be transported away immediately after demolition work has been completed.

7.3 Hazardous waste

Hazardous waste, such as unused paints, adhesives, solvents and solvent-based substances are to be locked away in a container. Hazardous waste must be handled as per official guidelines and manufacturer’s instructions.

A hazardous substances survey has been conducted on the site, and it is attached to the tender documents. Removing hazardous substances must be done as per official decrees.

Dismounting the old oil container and handling the demolition waste must be done as per applicable decrees.

Other possible hazardous waste later found on the site must be announced to the client.

8 DOCUMENTS

8.1 Tender request documents

The tender request documents will be handed over to the contractors in electronic PDF format without charge.

Nirmal Kumar Chawdhary, Head of Chancery, Embassy of India, Helsinki (hoc.helsinki@mea.gov.in) is the contact person in terms of the dropbox link created for the project where the tender documents and designs of the target can be downloaded. Requests for downloading the documents are to be directed at hoc.helsinki@mea.gov.in via email

The tender documents are confidential and intended only for a bidder.

The tender request documents are listed in the tender request letter. The tenderer must make sure that the delivery corresponds with the listed documents and inform the developer without delay if there are any deficiencies.

8.2 Contract documents and order of validity
The contract will be drawn on the building project contract form RT-80260.

The work will adhere to the General conditions for building contracts YSE 1998 RT 16-10660 - referred to as YSE - with such exceptions as are mentioned in this work programme and the contract.

The work will observe the Finnish legislation of the construction industry as well as the so-called good building practice.

The following documents will be attached to the contract:
- request for tender letter
- the client's / developer's responses to the pre-bid queries given at the pre-bid meeting on 26 February 2019. On this day all interested bidders will also visit the site at Kulosaarentie 30 for inspection.
- work programme
- safety document
- YSE 1998
- contractor's tender
- unit prices for additional work or alterations
- payment instalment schedule
- schedule
- technical planning documents mentioned in the listed documents

In the contract documents, the order of validity follows the above, with exception to YSE.

8.3 Inconsistencies in contract documents

If the contractor notices any errors, deficiencies or inconsistencies in the contract documents, the developer must be notified without delay.

Such errors, deficiencies or inconsistencies which the contractor regards as affecting the contract price and which can reasonably be spotted in the contract documents before the negotiations, the contractor must bring up in the form provided in the pre-bid meeting on pain of losing his or her right of speech.

9 CONTRACT PERIOD

9.1 Construction period

The start and completion of the renovation will be written in the contract after mutual consultation between the client and the contractor. Date for starting renovation at site can be decided after consultation between the selected contractor and the Embassy of India, Helsinki.

The work must be carried out in a continuous period.

9.2 Delays
If the completion of the work is delayed from the date given in the contract, the client has the right to charge a penalty for delay. The penalty is calculated as per the YSE: 0.05% of the contract price, excluding VAT, per one working day, for no more than 50 working days.

10 OBLIGATIONS

10.1 Warranty periods

The warranty period for renovation work one year from the approved handover, as opposed to YSE.

The warranty period for the building equipment and HVAC and electricity equipment according to the manufacturer’s guarantee.

The warranty documents will be given to the client upon the handover.

10.2 Sureties of the contractor

The surety for the construction period is 10% of the contract price, exclusive of VAT. The surety of the construction period must be valid for three months after the completion of the work. The surety of the construction period will be changed to the surety of the warranty period once the target has been handed over, any mistakes or deficiencies have been rectified, official inspections have been conducted, and the warranty period surety as well as the handover documents have been given to the client.

The surety for the warranty period is 5% of the contract price, exclusive of VAT, as opposed to YSE. The surety for the warranty period must be valid for three months after the end of the warranty period. The surety for the warranty period will be released after the mistakes and deficiencies noted during the warranty period have been rectified.

The surety must be a warranty certificate issued by a bank or an insurance company in the name of the client and payable on first demand, or a deposit made in a financial institution.

10.3 Insurances

The contractor must take out all statutory liability insurances and accident insurances relevant to the work.

The contractor will present a clarification of the insurances at the start of the negotiations.

The contractor must take out an insurance for the building project as per YSE 38§ in the name of the client. The insurance must cover the whole project including material and equipment as well as all subcontracted work. The insurance must be valid until the entire insured building has been handed over, so that the insurance also covers any damages caused by warranty period work.
carried out after the handover. The insurance deductible must be no greater than 0.5% of the contract price.

10.4 Developer’s obligation to deposit surety

The developer will not deposit a surety.

11 LIABILITY TO PAY

11.1 Contract price

The contractor must give a lump-sum tender as per the tender request. The contract price must distinguish between the price exclusive of VAT and the amount of VAT.

11.2 Payment of the contract price

The contractor will prepare a draft payment instalment schedule to be checked and approved by the client. The schedule is to be attached to the contract. The contract price is paid as per the payment schedule approved by the client.

The first instalment is paid after the work on the site has begun and the warranty of the construction period as well as the documents to be drawn up by the contractor have been handed over. The first instalment must be no greater than the surety.

The final instalment is 10% of the contract price and it will be paid after the target has been handed over, any errors or deficiencies corrected, official inspections carried out and the surety of of the warranty period as well as the handover documents given to the client.

The invoices have a 28-day payment period starting from when the representative of the client has marked the respective work stage as complete and approved the invoice.

11.3 Effect of index or currency on the price

The contract price is fixed without any ties to indices or currency.

11.4 Modifications or additional work

Any additional work or modifications will be carried out according to YSE 44§ and YSE 46§.

Any additional work or modifications and their effect on the duration of the project must be agreed on in writing.

If the plans given to the contractor by the supervisor during the project include additional work that the contractor regards as not belonging to the contract, the contractor must notify the developer of it in writing before taking up the
work. The notification must be done immediately, however no later than seven days after receiving information of the change.

11.5 Unit prices for modifications or additional work

The unit price lists drawn up by the contractor will be attached to the project contract, and any additional work or modifications will observe the same unit prices. The unit prices must correspond with the building specification and the drawings. Each unit price covers the respective work stage fully completed, including materials, installations, site costs and general costs.

The unit prices are not tied to indices.

12 CONTROL

12.1 Developer’s organisation and authority

The contract and any changes to it are at the discretion of the client.

Commissioning any additional work or modifications during the project is at the discretion of the client.

Additional work or modifications appearing during the project will be recorded in on-site meetings.

12.2 Developer’s quality control

The developer performs control over the project as per YSE 61§. The contract will name a supervisor for the project.

All necessary measurements, strength tests or model work will be carried out according to the technical documents. The contractor is liable to perform the quality control test and measurements belonging to good building practice as part of the project.

13 SITE MANAGEMENT AND DELIVERIES

13.1 Contractor’s organisation and authority

The contractor must have the required site management in place. The site management staff is required to have sufficient professional experience.

The main contractor must present his or her chosen subcontractors and suppliers for the approval of the client in good time before engaging their services. The main contractor must provide the certificates required by the Act on the Contractor’s Obligations and Liability for each subcontractor. The subcontractors must appoint a site manager responsible for the work on site.

The main contractor must advise the client and other contractors of the occupational safety organisation of the site as well as of the person in charge
of the on-site safety. The main contractor is responsible for the training of the workers and the subcontractors.

13.2 Record-keeping

The main contractor must keep a site diary with appropriate page numbers. The representative of the client will check the diary, a copy of which will remain with the client.

The contractor will perform the measurements mentioned in the technical documents and draws up measurement records. Commissioning the measurements and their costs are the responsibility of the contractor.

The main contractor maintains an inspection document approved by the Building Control Services, the summary of which will be handed over to the Building Control at the same time as the final inspection.

13.3 Site meetings

Site meetings are held regularly every 2–4 weeks. The more specific schedule will be discussed in the first site meeting. The minutes are checked according to YSE 77§.

Representatives of the contractor must be present in the site meetings.

13.4 Joint deliveries of contractors

The main contractor is responsible for monitoring and directing the cooperation on the site and following the schedule.

The main contractor may hold contractor meetings with subcontractors as required. The minutes of the contractor meetings must be presented to the client.

13.5 Reporting

Reporting during the contract period is the responsibility of the contractor.

The contractor will draw up so-called weekly bulletins in electronic format regarding the progress of the work and sees to their distribution.

The contractor will prepare a site signboard which shows the name of the client, planner / persons named by Doventus Oy, developer, contractor, the contractor’s responsible supervisor and contract period.

Any changes in the project affecting the users’ living conditions or safety or the staff or customers of the Embassy operating in the adjacent property must immediately be announced.

14 HANDOVER PROCEDURE
2019

14.1 Handover inspection

The handover inspection and the required intermediate work performance inspections will be carried out as per YSE.

14.2 Warranty inspections

Calling a warranty inspection will be agreed in the handover inspection.

The warranty inspection will be conducted no earlier than one month before the end of the warranty period and no later than upon the end of the warranty period.

14.3 Inspection costs

Each party carries its own inspection costs of the inspections in accordance with the contract. However, if new inspections are required due to mistakes of the contractor, the developer will charge the costs of the new inspections of the contractor as follows:

- first post-inspection, free of charge
- second post-inspection, 750 euros + VAT 24%
- following post-inspections, 1,500 euros/inspection + VAT 24%

14.4 Handover documents (maintenance record)

The main contractor will collect the information from other contractors, and the information is given both in soft and hard copies.

The inspection document and the site diary must have the requisite entries and they must be handed over in the handover inspection.

In the handover meeting the main contractor will give the developer all the information of the used materials in each building part:

- equipment and machinery with user instructions
- material certificates
- colour shade
- CE markings
- usage description
- maintenance instructions
- safety data sheet
- warranty certificates
- other required certificates

14.5 User guidance

The contractor is responsible for the training of the technical staff of the client.

15 DISAGREEMENTS
Disputes which the parties cannot settle between themselves will be solved at the Helsinki District Court.

16 CRITERIA FOR CHOOSING CONTRACTOR

16.1 Declining a tender

A tender may be declined if it does not correspond to the tender request documents, is incorrect or includes contractor’s own conditions.

16.2 Criteria for comparing tenders

The tender with the least overall costs will be selected. The criteria are as follows: price, financial situation of the contractor, references of similar targets, competence of supervisors and staff and the proposed schedule.

The client is not liable to accept the least expensive tender. The client is not liable to choose any of the tenders.

16.3 Certificates to be inspected

The contractor will present the certificates required by the Act on the Contractor’s Obligations and Liability as tender attachments. Membership in the Construction Quality Association (RALA) and in Suomen Tilaajavastuu [register for information stipulated in the Contractor’s Obligations Act] are regarded as advantages.

17 TENDER

17.1 Format of tender

The tender is given in two parts that are enclosed in two separate envelopes. These two separate envelopes are then enclosed in one single envelope that is sent or delivered to Mr Nirmal Kumar Chawdhary, Head of Chancery, Embassy of India, Kulosaarentie 32, 00570 Helsinki by 1200hrs on 2 April 2019.

1. Envelope 1. The technical details and financial status and references of the contractor.

The financial status and reference list forms with certificates or equivalent information must be enclosed as separate attachments as well as any documents chosen by the contractor that proves the company’s financial and technical ability to follow the project through.

The attachments must include personal information and qualifications of the responsible supervisor.

The attachments must also include certificates required by the Act on the Contractor’s Obligations and Liability and the receipt of bank guarantee as specified in item 3.1.

The envelope must be marked as follows:
Embassy of India Urakkatarjous
2. **Envelope 2. Price of the project as lump sum submitted** on the Tender form and itemised as requested, as well as unit prices. Unless otherwise indicated, the tenders will be processed as compliant with the call for tenders.

The attachments must also include receipt of bank guarantee as specified in item 3.1.

The envelope must be marked as follows:

**Embassy of India Urakkatarjous**

Kirjekuori 2

**Name of the bidding company**

### 17.2 Opening the bids

The tenders will be opened in two stages at the Embassy of India at 32 Kulosaarentie, Helsinki.

1. **Envelope 1 (Technical bid).**

   Envelope 1 will be opened on 2nd April 2019 at 1430 hrs. The client will evaluate the bidders based on their business and reference details and decides which contractors are eligible to the meeting where financial bids (Envelope 2) are opened.

2. **Envelope 2 (Financial bid).**

   Date for opening of Envelope 2 will be communicated by the Embassy to all technically eligible bidders. The contractors invited by the client will be present at the meeting where the bids given in Envelope 2 will be opened. The client will select L1 contractor at this event. At the same time the contractor receives draft contract from the client.

### 17.3 Validity of tender

The tender must be legally binding until a contract of carrying out the work has been signed with one of the bidders, however for no later than five (5) months after the last submission date given in the tender request letter.

The developer notifies all bidders of the signing of the contract.

### 17.4 Additional information

If the cost calculation documents contain uncertainties which affect the contract price, the developer must be notified in writing at the latest seven (7) days before the end of the tendering period. The developer will distribute further clarifications to all contractors participating in the cost calculations.

No other additional information is regarded as binding for the contractor.
In Espoo 24.01. 2019

Matti Haikala, engineer/Doventus Oy