

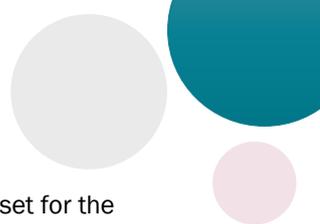
# Metal care supplies and electrodes

Subject of procurement	
Instruments, screws, nails, plates, endoprotheses and electrodes	
<b>Key impacts</b>	
<ul style="list-style-type: none"><li>• The carbon dioxide and other emissions created in the energy production and use during the product's whole lifespan</li><li>• The consumption of chemicals and water during production</li><li>• The contamination of air, soil, and water; tropospheric ozone formation; and the accumulation of harmful substances in living organisms</li><li>• The harmful impact of substances and materials used in production to aquatic organisms and quality of water</li><li>• Waste from production and packaging</li><li>• The use of child labour, violations to workers' rights, forced labour, and other human rights issues in the production chains of certain products in particular.</li></ul>	
Aims	Guiding documents
<ul style="list-style-type: none"><li>• Reduction of emissions and energy efficiency</li><li>• Reduction of chemicals and harmful substances</li><li>• Reduction of PVC</li><li>• Reduction of waste, and recycling</li><li>• Reduction of other environmental effects</li><li>• The consideration of social responsibility</li></ul>	<p>The proposed requirements for the procurement and comparison criteria, as presented below, are based on these documents.</p> <ul style="list-style-type: none"><li>• <a href="#">EU 2016: Buying Green! - A Handbook on green public procurement</a></li><li>• <a href="#">Nordic Swan 2017: Opas ympäristömerkkien käyttämiseen julkisissa hankinnoissa (only in Finnish)</a></li><li>• <a href="#">Ministry of Economic Affairs and Employment 2015: Energy efficiency in awarding public contracts (PDF only in Finnish)</a></li><li>• <a href="#">Upphandlingsmyndigheten hållbarhetskrav (The National Agency for Public Procurement): Nursing and care</a></li><li>• Finnwatch 2019: Code of Conduct – Minimum sustainability requirements and supply chain management</li><li>• <a href="#">Candidate List of substances of very high concern for Authorisation</a></li><li>• <a href="#">ILO: Ratifications by country</a></li></ul>

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## Incorporating sustainability and responsibility into the procurement

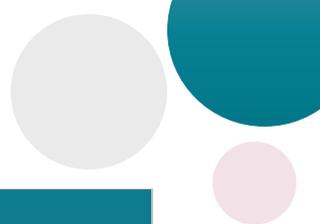
The guiding documents offer good examples of how to incorporate sustainability and responsibility into the procurement. Aspects related to sustainability and responsibility can, therefore, be included in the procurement by choosing among the options listed below. It is important to take into consideration that market conditions, subjects of procurement, and circumstances may vary in different regions. The procurement unit shall always



check and set the level of criteria based on its own goals and market analysis. To achieve the goals set for the procurement, other requirements, comparison criteria, and agreement terms can be specified.

## Safety

Requirement	Verification
<b>Basic level</b>	
<p><b>Traceability:</b> The product can be traced.</p>	<p>Account specifying the country of manufacture of the product.</p>
<p><b>Harmful substances:</b> The tenderer shall deliver an account of any substances that have been classified as belonging to the Candidate List of substances of very high concern for Authorisation based on the REACH Regulation (1907/2006) that [Product(s) in question] contain(s).</p> <p>The account shall cover any substances that contain more than 0.1 weight percent/substance in each individual component of the product.</p> <p>If any of the substances the product contains are added to the Candidate List during the agreement period, the supplier shall inform the orderer of this within six months after the Candidate List update has been published.</p> <ul style="list-style-type: none"> <li>• <a href="#">Candidate List of substances of very high concern for Authorisation</a></li> </ul> <p><i>Note: To verify the criterion, it is important to also consider how the supplier meets the requirements related to the information management on harmful substances. See also the requirement entitled 'Information management on harmful substances'.</i></p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The tenderer shall be able to produce a document proving the requirement is met upon request.</p>
<p><b>Information management on harmful substances:</b></p> <p>The tenderer shall have procedures in place for handling and monitoring information related to any substances the products tendered contain that are harmful to the environment and health. The procedures shall ensure there is information available on any substances whose concentration is more than 0.1 weight percent. The following substances are under scrutiny here:</p> <ul style="list-style-type: none"> <li>- The Candidate List of substances of very high concern for Authorisation of the REACH Regulation (Article 59; EC 1907/2006; Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals)</li> </ul>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The tenderer shall be able to produce a document proving the requirement is met upon request.</p>



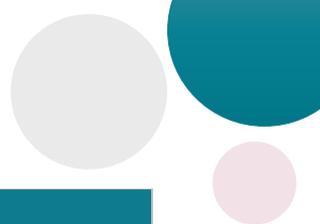
Requirement	Verification
<ul style="list-style-type: none"> <li>- Annex XVII (Restrictions on the manufacture, placing on the market and use of certain dangerous substances, mixtures and articles) to REACH (EC 1907/2006)</li> </ul>	
<p><b>Traceability:</b> The product's whole supply chain has been described all the way down to the ingredients.</p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The supplier shall deliver an account of the whole supply chain containing information on all the manufacturing plants involved in the manufacturing of the product upon request.</p>

## Environmental responsibility

Requirement	Verification
<p><b>Basic level</b></p>	
<p><b>Packaging:</b> The transport packaging has been made out of recycled and/or renewable materials or it is multiple-use or recyclable.</p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The tenderer shall be able to produce a document proving the requirement is met upon request.</p>
<p><b>Labelling of plastic:</b> Product packages containing plastic shall have a recycling code for plastic (01–07). In the case of recycling code 07 (All other plastics), there shall also be information available on whether the package contains PVC plastic or other halogenated plastics.</p> <p><i>Note: The requirement shall be adjusted to the right level for each product group to determine any possible exceptions.</i></p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The tenderer shall be able to produce a document proving the requirement is met upon request.</p>
<p><b>PVC plastics and phthalates in the packages:</b> No PVC plastics or other halogenated plastics or PVC softeners (phthalates) have been used in product packages containing plastic or labels.</p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The tenderer shall be able to produce a document proving the requirement is met upon request.</p>

## Social responsibility

Requirement	Verification
<b>Basic level</b>	
<b>Managing the supply chain and social responsibility:</b>	
<i>Note: The guide includes a sample of the Code of Conduct version (10/2019) used by HUS. What this agreement term covers is determined on the basis of the individual product group/product/agreement.</i>	
Example of an agreement term:	
<b>1. The minimum requirements of the Code of Conduct:</b> The supplier shall actively ensure the products covered by this [agreement/framework agreement] are manufactured in conditions that are in compliance with the minimum requirements of the Code of Conduct listed in Annex [number].	
The supplier is responsible for monitoring the supply chain and taking appropriate action to ensure the minimum requirements of the Code of Conduct are met in their own operations, as well as in the supply chain of the products and services covered by the framework agreement.	
By signing the agreement, the supplier agrees to the minimum requirements of the Code of Conduct as listed in the annex of the agreement, as well as to ensure these minimum requirements are met in their own operations and supply chain.	
The supplier shall assist [the procurement unit] in the following of the framework agreement, for example by delivering [the procurement unit] reports and accounts detailing the ways they have fulfilled the obligations laid out in section 1. The report or account shall be delivered within six (6) weeks of [the procurement unit] making the request.	
<b>Sanctions</b>	
If the supplier violates the minimum requirements of the Code of Conduct as laid out in section 1 of the social responsibilities, [the procurement unit] is entitled to take the following actions due to the violation:	
<ol style="list-style-type: none"><li>I. Reparative actions: [The procurement unit] has the right to ask the supplier in writing to produce a plan and timetable to perform reparative actions to meet the obligations laid out in section 1 for the approval of [the procurement unit] within [amount of] months or in a time frame specified by [the procurement unit]. The proposed actions and timetable shall be proportionate to the gravity of the violation, and the plan shall clearly state the concrete ways in which the supplier intends to correct the violation in the time frame given.</li><li>II. Compensations: If the supplier does not commit to the aforementioned approved plan and timetable, fails to deliver them, or fails to finish the agreed-upon tasks in the time allotted, [the procurement unit] is entitled to demand compensation from the supplier: a thousand (1,000) euros for each starting seven-day (7) delay period, but no more than 15,000 euros in total.</li><li>III. Restricting client-specific agreements and orders: Besides demanding reparative actions, [the procurement unit] may limit the supplier's right to participate in such competitive tendering of the clients as falls outside the scope of the Act on Public Procurement and Concession Contracts and/or reduce the clients' orders from the supplier as covered by the framework contract until the supplier has corrected the violation to the minimum requirements of the Code of Conduct as laid out in section 1, or when it is obvious the violation has ended.</li><li>IV. Termination of the agreement: [The procurement unit] has the right to terminate the agreement immediately either completely or in parts if the supplier fails to perform the reparative actions as laid</li></ol>	



Requirement	Verification
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out above and the abovementioned compensation owed has reached the maximum limit. The client may terminate the client-specific agreement immediately either in full or partially, if the minimum requirements of the Code of Conduct as laid out in section 1 have been violated in the production of the products covered by it and the supplier has failed to perform the abovementioned reparative actions.

### Advanced level

#### Managing the supply chain and social responsibility:

##### 2. Actions and policies

The supplier shall perform the following tasks no later than at the beginning of the agreement period, or at a later date specifically agreed upon with [the procurement unit]; for the sake of clarity, it shall be stated that the following policies and actions can be written in a language of the supplier's choosing (e.g. in English):

- I. The supplier shall write, approve, and publish one or more policies approved by the management that includes a commitment to follow the minimum requirements of the Code of Conduct mentioned in section 1;
- II. The supplier shall communicate this policy to their own supply chain with whom they have a contractual relation;
- III. The supplier shall appoint a management-level person in charge to make sure the minimum requirements of the Code of Conduct mentioned in section 1 are being observed;
- IV. The supplier shall have a process in place to perform regular risk assessments, including identifying and prioritising the monitoring of any existing or potential risks associated with the following of the minimum requirements of the Code of Conduct mentioned in section 1;
- V. The supplier shall have a process in place to constantly ensure its operations are compatible with the minimum requirements of the Code of Conduct mentioned in section 1;
- VI. The supplier shall have a process in place to prevent any issues and aberrations from the minimum requirements of the Code of Conduct mentioned in section 1 and immediately reduce and remove their harmful impact, for example by fixing the issue or aberration in question.

The aforementioned actions shall be documented, and they shall be followed constantly. These actions shall be followed in the supplier's own operations and the whole supply chain.

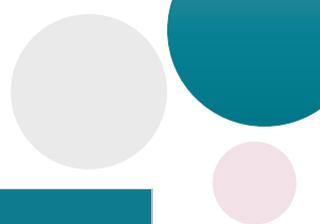
The supplier shall assist [the procurement unit] in the following of the framework agreement, for example by delivering [the procurement unit] reports and accounts detailing the ways they have fulfilled the obligations laid out in section 2. The report or account shall be delivered within six (6) weeks of [the procurement unit] making the request.

*Note: It is recommended the procurement unit requires its contractual partner to follow not only the basic-level section 1 but also the actions and policies related to responsibility in accordance with section 2, 'Actions and policies'.*

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##### Auditing right

3. The supplier shall allow [the procurement unit] or its representative reasonable access to any relevant information, as well as reasonable access to the supplier's facilities as is necessary for [the procurement unit] to be able to make sure the supplier's operations are run in accordance with their obligations as laid out in sections 1 and 2.



Requirement	Verification
<p>Auditing rights, notice about auditing and its deadlines, procedures, confidentiality, and the right to audit the operations of subcontractors are discussed further in section [XX] [Inspection right]. If the manufacturer of the products is a business in the supply chain other than the supplier's subcontractor, the supplier shall cooperate as much as possible with [the procurement unit] so it is able to audit also the operations of the manufacturing plant of any such business in the supply chain.</p> <p>4. The supplier shall be able to tell [the procurement unit] which manufacturing plant the individualised replacement product comes from upon request.</p> <p><i>Note: It is recommended the procurement unit reserves the right to audit manufacturing plants. It is also important for the procurement unit to make sure it has enough resources during the agreement period to follow and monitor the truthfulness of claims of responsibility.</i></p>	
<p><b>Sanctions</b></p> <p>If the supplier violates the minimum requirements of the Code of Conduct as laid out in section 1 of the social responsibilities or neglects to perform the actions agreed upon in section 2, [the procurement unit] is entitled to take the following actions due to the violation:</p> <ol style="list-style-type: none"> <li>I. Reparative actions: [The procurement unit] has the right to ask the supplier in writing to produce a plan and timetable to perform reparative actions to meet the obligations laid out in sections 1 and 2 for the approval of [the procurement unit] within [amount of] months or in a time frame specified by [the procurement unit]. The proposed actions and timetable shall be proportionate to the gravity of the violation, and the plan shall clearly state the concrete ways in which the supplier intends to correct the violation in the time frame given.</li> <li>II. Compensations: If the supplier does not commit to the aforementioned approved plan and timetable, fails to deliver them, or fails to finish the agreed-upon tasks in the time allotted, [the procurement unit] is entitled to demand compensation from the supplier: a thousand (1,000) euros for each starting seven-day (7) delay period, but no more than 15,000 euros in total.</li> <li>III. Restricting client-specific agreements and orders: Besides demanding reparative actions, [the procurement unit] may limit the supplier's right to participate in such competitive tendering of the clients as falls outside the scope of the Act on Public Procurement and Concession Contracts and/or reduce the clients' orders from the supplier as covered by the framework contract until the supplier has corrected the violation to the minimum requirements of the Code of Conduct as laid out in section 1, or when it is obvious the violation has ended.</li> <li>IV. Termination of the agreement: [The procurement unit] has the right to terminate the agreement immediately either completely or in parts if the supplier fails to perform the reparative actions as laid out above and the abovementioned compensation owed has reached the maximum limit. The client may terminate the client-specific agreement immediately either in full or partially, if the minimum requirements of the Code of Conduct as laid out in section 1 have been violated in the production of the products covered by it and the supplier has failed to perform the abovementioned reparative actions.</li> </ol>	
<p><b>Managing the supply chain, auditing report:</b></p> <p>Example of an agreement term/obligation:</p> <p>If the industrial manufacturing of the contract products takes place in a country that has not ratified the ILO's environmental, social and labour law obligations</p>	<p>The tenderer declares they meet the requirement (yes/no).</p> <p>The supplier shall deliver the required documentation on passing the objective third-party social</p>

