

Medical protective products and dressing materials

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Subject of procurement	
Surgical protective textiles (paper/non-woven fabric), surgical gowns, surgical drapes and packages, protective textiles for the examination area (plastic and paper), surgical gloves, and wound dressings	
Key impacts • The carbon dioxide and other emissions created in the energy production and use during the product's whole lifespan • The reduced use of non-renewable resources as the result of the introduction of raw materials and the use of oil/natural gas required for production • The consumption of chemicals and water during production • The contamination of air, soil, and water; tropospheric ozone formation; and the accumulation of harmful substances in living organisms • The harmful impact of substances and materials used in production to aquatic organisms and quality of water • Waste from production and packaging • 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.	
Aims	Guiding documents
• Reduction of emissions and energy efficiency • Reduction of chemicals and harmful substances • Reduction of PVC • Reduction of waste, and recycling • Reduction of other environmental effects • The consideration of social responsibility	The proposed requirements for the procurement and comparison criteria, as presented below, are based on these documents. • EU 2016: Buying Green! - A Handbook on green public procurement • Nordic swan 2017: Opas ympäristömerkkien käyttämiseen julkisissa hankinnoissa (only in Finnish) • Ministry of Economic Affairs and Employment 2015: Energy efficiency in awarding public contracts (PDF only in Finnish) • SPHS: Innovation procurement - climate smart aprons • Upphandlingsmyndigheten hållbarhetskrav (The National Agency for Public Procurement): Nursing and care • Candidate List of substances of very high concern for Authorisation in the ECHA online service • HUS Logistics: Code of Conduct - Minimum sustainability requirements • ILO: Ratifications by country

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 is to 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
Basic level	
Traceability The product can be traced.	The tenderer's account specifying the country of manufacture of the product.
Harmful substances: The tenderer must 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). The account must cover any substances that contain more than 0.1 weight percent/substance in each individual component of the product. If any of the substances the product contains are added to the Candidate List during the agreement period, the supplier must inform the orderer of this within six months after the Candidate List update has been published. Candidate List of substances of very high concern for Authorisation <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>	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.
Information management on harmful substances: The tenderer must 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	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.

Requirement	Verification
procedures must ensure there is information available on any substances whose concentration is more than 0.1 weight percent. The following substances are under scrutiny here: - 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) - Annex XVII (Restrictions on the manufacture, placing on the market and use of certain dangerous substances, mixtures and articles) to REACH (EC 1907/2006)	
Additives used in the product: The product contains only < 1 % additives/chemicals that have been categorised as allergenic or sensitising (R-phrases R42 and/or R43) based on the criteria laid out in Directive 67/548/EEC (and its amendments).	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Latex: Care products may not contain natural rubber latex. <i>Note: Latex is also an allergen. Please see the previous requirement entitled 'Additives used in the product'.</i>	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Alkylphenolethoxylates: The end products do not contain more than 100 mg/kg of alkylphenolethoxylates.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Phthalates: The products do not contain more than 0.1 weight percent/substance of phthalates (esters of 1.2-benzenedicarboxylic acid) included on the Candidate List of substances of very high concern for Authorisation of the REACH regulation in any individual component of the product. Annex 1 includes the list of phthalates that are on the Candidate List of substances of very high concern for Authorisation as of May 2019.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.



Requirement	Verification
Candidate List of substances of very high concern for Authorisation	
Advanced level	
Traceability The product's whole supply chain has been described all the way down to the ingredients.	The tenderer assures they meet the requirement (yes/no) 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.
Alkylphenolethoxylates: The end products do not contain alkylphenolethoxylates.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.

Environmental responsibility

Requirement	Verification
Basic level	
Formaldehyde in a textile product: The product contains no more than 30 ppm of free or partially hydrolysed formaldehyde.	The tenderer's account of the production materials of the product.
Antibiotics: The product does not contain antibiotics as an additive. An additive refers to a substance purposefully added to the product in this context.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Other antimicrobial additives: The product does not contain added triclosan, CAS No. 3380-34-5.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Silver: No silver has been added to the product as a metal or as a compound. (Does not apply to wound dressings intended for very severe burns.)	The tenderer assures they meet the requirement (yes/no)

Requirement	Verification
	The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Lanolin: No lanolin, CAS No. 8006-54-0, has been added to the product.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Packaging: The transport packaging has been made out of recycled and/or renewable materials or it is multiple-use or recyclable.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.
Labelling of plastic: Products and packages containing plastic have a recycling code for plastic (01–07). In the case of the recycling code 07 (All other plastics), there is also information available on whether the package contains PVC plastic or other halogenated plastics. <i>Note: The requirement is to be adjusted to the right level for each product group to determine any possible exceptions.</i>	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.
PVC plastics and phthalates in the packages: No PVC plastics or other halogenated plastics or PVC softeners (phthalates) have been used in packages or labels.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.
Advanced level	
Resin: No resin – CAS No. 8050-09-7, 8052-10-6, or 73138-82-6 – has been added to the fastening or glue substances of the product.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.
Fastening materials of the packages: The fastening materials of the product (e.g. adhesive tapes, glues) contain only < 1 % natural rubber latex.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a product description or another document proving the requirement is met upon request.

Requirement	Verification
Recycled raw materials: The tenderer must report the weight percentage of recycled raw materials used in the manufacturing of the product. <i>Comparison example: The offer with the largest weight percentage of recycled raw materials gets the highest score in the ranking of tenders. How the scores are distributed is determined individually for each call for tenders. You can also specify the minimum weight percentage of recycled fibres in the call for tenders.</i> <i>Note: The applicability of the requirement needs to be considered on a product group -specific basis while taking e.g. the requirement for cleanness into consideration.</i>	A certificate or other report detailing the percentage and contents of the recycled raw materials used in the product.
Renewable raw materials: The tenderer is to report the weight percentage of renewable raw materials used in the manufacturing of the product. <i>Comparison example: The offer with the largest weight percentage of renewable raw materials gets the highest score in the ranking of tender offers. How the scores are distributed is determined individually for each call for tenders. You can also specify the minimum weight percentage of renewable raw materials in the call for tenders.</i>	A certificate or other report detailing the percentage and contents of the renewable raw materials used in the product.
PVC plastics used in the product: No PVC plastic has been used in the product.	The tenderer assures they meet the requirement (yes/no) The tenderer must be able to produce a document proving the requirement is met upon request.

Social responsibility

Requirement	Verification
Basic level	
Managing the supply chain and social responsibility: <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:	

Requirement	Verification
1. The minimal requirements of the Code of Conduct: The supplier shall actively ensure the products covered by this [agreement/framework agreement] are manufactured in conditions that are in compliance with the minimal 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 minimal 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 minimal requirements of the Code of Conduct as listed in the annex of the agreement, as well as to ensure these minimal requirements are met in their own operations and supply chain. The supplier is to assist [the procurement unit] in the following of the framework agreement e.g. 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 must be delivered within six (6) weeks after [the procurement] has made the request. Sanctions If the supplier violates the minimal 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: 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 must be proportionate to the gravity of the violation, and the plan must clearly state the concrete ways in which the Supplier intends to correct the violation in the time frame given. 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 (1000) euros for each starting seven-day (7) delay period, but no more than 15.000 euros in total. 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 Public Procurement Act 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. 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 aforementioned 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 aforementioned reparative actions.	
Advanced level	
Managing the supply chain and social responsibility:	

Requirement	Verification
2. Actions and policies The Supplier is to 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, e.g. by fixing the issue or aberration in question. The aforementioned actions must be documented, and they must be followed constantly. These actions must be followed in the Supplier's own operations and the whole supply chain. The supplier is to assist [the procurement unit] in the following of the framework agreement e.g. 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 must be delivered within six (6) weeks of [the procurement] making the request. <i>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'.</i>	
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. 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. 4. The Supplier must be able to tell [the procurement unit] which manufacturing plant the individualised replacement product comes from upon request.	

Requirement	Verification
<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> Sanctions If the supplier violates the minimal 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: 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 must be proportionate to the gravity of the violation, and the plan must clearly state the concrete ways in which the Supplier intends to correct the violation in the time frame given. 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 (1000) euros for each starting seven-day (7) delay period, but no more than 15.000 euros in total. 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. 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.	
Managing the supply chain, auditing report: Example of an agreement term/obligation: 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 referred to in in point 5 of subsection 1 of section 81 of the Act on Public Procurement and Concession Contracts, the supplier must be prepared to deliver the latest auditing report of the manufacturing plant to [the procurement unit]. An acceptable auditing report is an audit on social responsibility (e.g. BSCI, SA8000, or a similar audit) performed by an objective third party	The tenderer assures they meet the requirement (yes/no) The supplier shall deliver the required documentation on passing the objective third-party social responsibility audit on manufacturing plants in risk countries upon request. The term 'risk country' refers to a country that has not ratified the ILO's environmental, social and labour law obligations.



Requirement	Verification
that the manufacturing plant in the risk country has passed. The orderer is also to be given the opportunity to audit or to use a partner to audit the supplier or their subcontractors at any point during the agreement period. If the manufacturing plant changes during the agreement period, as per the requirements of the call for tenders, the chosen supplier must present the exact name and address and/or GPS coordinates of the new manufacturing plant, as well as the latest auditing report from the plant that the plant has passed, which can be done as the aforementioned audit on social responsibility performed by a third party.	

Annex 1: Phthalates

	Substance	CAS number
1	Bis(2-ethylhexyl) phthalate (DEHP)	117-81-7
2	Bis(2-methoxyethyl) phthalate; Di(2-methoxyethyl) phthalate (BMEP; DMEP)	117-82-8
3	Dipentyl phthalate (DPP)	131-18-0
4	Diisopentyl phthalate (DIPP)	605-50-5
5	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP)	68515-42-4
6	Di-C6-8-branched alkyl phthalates (DIHP)	71888-89-6
7	N-Pentyl-isopentyl phthalate	776297-69-9
8	Diisobutyl phthalate (DIBP)	84-69-5
9	Dibutyl phthalate (DBP)	84-74-2
10	Dihexyl phthalate (DnHP)	84-75-3
11	1,2-Benzenedicarboxylic acid, dipentyl ester, branched and linear	84777-06-0
12	Benzyl butyl phthalate (BBP)	85-68-7
13	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4
14	1,2-Benzenedicarboxylic acid, di-C6-10-alkyl esters	68515-51-5
15	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters or mixed decyl and hexyl and octyl diesters	68648-93-1
16	Diisononyl phthalate (DINP)	28553-12-0 and 68515-48-0
17	Diisodecyl phthalate (DIDP)	26761-40-0 and 68515-49-1
18	Di-n-octyl phthalate (DNOP)	117-84-0