

223/05.050.501.5011/2025 / FERROUS SULPHATE (FeSO4\*7H2O) 2025 - 2030  
FRAMEWORK AGREEMENT, TP 22/25

Call for tenders

Organisation

Name and addresses

Official name of the organization  
HSY Helsingin seudun ympäristöpalvelut -kuntayhtymä

Organisation identifier  
2274241-9

Unit / sub-organisation

Postal address  
PL 300

Post office  
HSY

Postal code  
00066

Country  
FINLAND

Area code (NUTS)  
FI1B1 Helsinki-Uusimaa

Internet address  
<http://www.hsy.fi>

Name  
Hannu Toivonen

Telephone  
+358 504372011

E-mail  
[hankinnat@hsy.fi](mailto:hankinnat@hsy.fi)

Joint procurement

Central purchasing body procuring goods and/or services intended for other buyers  
Yes

Central purchasing body that signs contracts or framework agreements for public works and procurement of goods and services intended for other buyers  
Yes

Communication

**Documents URL**

https://tarjouspalvelu.fi/hsy?id=555149&tpk=b65098cf-5b0b-4728-94da-5e00f2a13d06

**Is access to the document restricted**

No

**Address for submission (URL)**

https://tarjouspalvelu.fi/hsy?id=555149&tpk=b65098cf-5b0b-4728-94da-5e00f2a13d06

**Participating organisations**

**Official name of the organization**

Jyväskylän Seudun Puhdistamo Oy

**Organisation identifier**

0174407-9

**Postal address**

--

**Post office**

JYVÄSKYLÄ

**Postal code**

40520

**Country**

FINLAND

**Area code (NUTS)**

FI1C4 Kymenlaakso

**Internet address**

--

**Name**

Petri Tuominen

**Telephone**

+358 504372011

**E-mail**

petri.tuominen@js-puhdistamo.fi

**Type of buyer organization**

Paikallisviranomainen

**Main activity**

Vesitalouteen liittyvät toiminnot

**Official name of the organization**

Aqua Palvelu Oy

**Organisation identifier**

2159921-9

**Postal address**

--

**Post office**

LAHTI

**Postal code**

15141

**Country**

FINLAND

**Area code (NUTS)**

FI1C3 Päijät-Häme

**Internet address**

<http://www.lahtiaqua.fi/>

**Name**

Hannu Mustonen

**Telephone**

+358 38515952

**E-mail**

[hannu.mustonen@lahtiaqua.fi](mailto:hannu.mustonen@lahtiaqua.fi)

**Type of buyer organization**

Paikallisviranomainen

**Main activity**

Vesitalouteen liittyvät toiminnot

**Official name of the organization**

Turun seudun puhdistamo Oy

**Organisation identifier**

1774713-5

**Postal address**

--

**Post office**

TURKU

**Postal code**

20100

**Country**

FINLAND

**Area code (NUTS)**

FI1C1 Varsinais-Suomi

**Internet address**

<https://www.turunseudunpuhdistamo.fi/>

**Name**

Mirva Levomäki

**Telephone**

+358 407126241

**E-mail**

mirva.levomaki@turunseudunpuhdistamo.fi

**Type of buyer organization**

Paikallisviranomainen

**Main activity**

Vesitalouteen liittyvät toiminnot

**Official name of the organization**

Kymen Vesi Oy

**Organisation identifier**

2081160-1

**Postal address**

--

**Post office**

Kotka

**Postal code**

08600

**Country**

FINLAND

**Area code (NUTS)**

F11C4 Kymenlaakso

**Internet address**

https://kymenvesi.fi/

**Name**

Jani Väkevä

**Telephone**

+358 0400242162

**E-mail**

jani.vakeva@kymenvesi.fi

**Type of buyer organization**

Paikallisviranomainen

**Main activity**

Vesitalouteen liittyvät toiminnot

**Official name of the organization**

Porvoon vesi

Organisation identifier

1061512-1

Postal address

--

Post office

Porvoo

Postal code

06150

Country

FINLAND

Area code (NUTS)

FI1B1 Helsinki-Uusimaa

Internet address

https://www.porvoo.fi/vesilaitos

Name

Elina Antila

Telephone

+358 404899593

E-mail

elina.antila@porvoo.fi

Type of buyer organization

Paikallisviranomainen

Main activity

Vesitalouteen liittyvät toiminnot

Procurement object

Name

FERROUS SULPHATE (FeSO4\*7H2O) 2025 - 2030 FRAMEWORK AGREEMENT, TP 22/25

Internal identifier

223/05.050.501.5011/2025

Procurement description

Helsingin Seudun Ympäristöpalvelut (HSY) (Helsinki Region Environmental Services Authority (HSY); Jyväskylän Seudun Puhdistamo Oy, (Jyväskylä Region Waste Water Treatment Plant Ltd); Aqua Palvelu Oy (Aqua Palvelu Ltd), Kymen Vesi Oy (Kymen Vesi Ltd), Porvoon Vesi (Porvoo Water); and Turun seudun puhdistamo Oy (Turku Region Waste Water Treatment Plant Ltd) are engaged in a joint procurement project to purchase ferrous sulphate (FeSO4\*7H2O).

To ensure security of supply and enhance competition, a specific framework agreement within the meaning of section 45 of the Act on Public Contracts and Concessions of Entities Operating in the Water, Energy, Transport and Postal Services Sectors (1398 /2016) is to be put in place for the period from 1 September 2025 to 31 December 2030. The amount of ferrous sulphate required annually is approximately 22,000 - 25,000 tonnes (non-subscriber-binding assessment).

---

## Nature of the contract

Supplies

### Additional information about the procurement or part

A framework agreement within the meaning of section 45 of the Act on Public Contracts and Concessions of Entities Operating in the Water, Energy, Transport and Postal Services Sectors will be put in place.

Competitive tendering will be organised using the open procedure to select a maximum of five (5) framework agreement suppliers (hereinafter suppliers). Insofar as all the terms of a given delivery batch, such as prices and quantities, have not been confirmed or when so required under the transparency and non-discrimination criteria, the contracting entity will request a written tender for each delivery batch from those suppliers with sufficient resources to effect the delivery (hereinafter mini-competition). For a justified reason, the subscriber can order a batch of below EU-Threshold of the Act on Public Contracts and Concessions of Entities Operating in the Water, Energy, Transport and Postal Services Sectors from a supplier they consider more suitable.

The objective is that the volume of purchases during the term of the framework agreement, which will be divided among the award-winning suppliers, will account for approximately 90 % of the total volumes to be purchased under the framework agreement.

The purchases to be made following the mini-competition will be divided as follows: 60–70 % of the deliveries foreseen in the mini-competition will be made by the supplier submitting the most economically advantageous tender; and 30–40 % by the supplier submitting the second most economically advantageous tender.

However, the contracting entity may, during the framework agreement, derogate from said ratio up to 100 % in favour of the most economically advantageous tender, if the benchmark price of the supplier submitting the second most economically advantageous tender exceeds that of the most economically advantageous tender by more than 25 %.

A derogation from the order of precedence may also be made in favour of suppliers lower in the ranking order, if the preferred supplier fails to deliver a product that meets the requirements of the contracting entity/procurement unit.

However, the contracting entity shall not commit itself to any fixed quotas or volumes because changes in the operating conditions, in alia, may affect the quantities specified in the call for tenders. The contracting entity is not obligated to purchase any of the product under the framework agreement. Additionally, the framework agreement shall not give any exclusive right to the selected suppliers; instead, the contracting entity may, under a specific procurement procedure, purchase the product from other sources, if there are affordable batches available on the spot as well as order batches from any minority supplier. Such a separate competition may account for about 10 % of the total procurement volume to be purchased during the term of the framework agreement.

The intervals at which mini-competitions are held during the framework agreement may vary and even partly coincide.

During the framework agreement, the contracting entity/procurement unit is free to purchase, and use in its processes for similar purposes, products other than those specified in the call for tenders.

A procurement unit (party placing the order) forming part of the contracting entity shall be solely responsible for the procurement processes it initiates in its own name on its own behalf, such as any mini-competitions under the framework agreement.

While each of the procurement units within the contracting entity make their own decisions on suppliers, all joint written contracts with the suppliers are signed collectively as a contracting entity.

## Duration

### Duration unknown or unlimited

Not known

## Section information

### This contract is divided into lots

No

# Procedure

## Type of the procedure

Open

## Dynamic purchasing system

None

## Framework agreement

Framework agreement, with reopening of competition

## Description of the procedure

The procurement foresees a supply contract that exceeds the threshold value specified by the EU for specialised sectors (1398 /2016) and will be put out to open tender.

As a result of competitive tendering, a framework agreement within the meaning of section 45 of the the Act on Public Contracts and Concessions of Entities Operating in the Water, Energy, Transport and Postal Services Sectors will be put in place. The parties to the framework agreement will be the procurement units identified in the call for tenders (hereinafter the contracting entity) and the suppliers to which contracts are awarded.

The procurement involves the establishment of a framework agreement (1.9.2025 - 31.12.2030).

The supply contracts covered by the framework agreement will be made between the selected suppliers and the contracting entity.

# Information for the Supplier Portal

## Deadlines

### Deadline for receiving tenders, applications for participation or expressions of interest

14.8.2025 13:00:00

### Date and time of the opening of tenders

14.8.2025 13:15:00

### The time that tenders must be valid starting from the deadline set for their submission

4 months

### Deadline for questions related to the procurement

31.7.2025 13:00:00

## Other information

### Definition of comparison criteria in the system

Economically most advantageous tender, scoring

### Additional information on questions related to the procurement

The tenderer is not required to be able to effect deliveries of ferrous sulphate (FeSO4\*7H2O) to the contracting entity immediately upon commencement of the period covered by the framework agreement. However, tenderers are required to have the capacity to supply ferrous sulphate (FeSO4\*7H2O) to the contracting entity as of the beginning of January 2026.

### Presentation of confidential information by criteria in the Supplier Portal is allowed

Yes

## Other terms of the call for tenders

The subscriber has the right to exclude a supplier from the competitive tendering if it fails to meet the set minimum requirements. The client has the right to reject tenders that do not include the documentation required.

The documentation required cannot be older than three months from the deadline for submitting tenders.

If required, the procuring unit may request additional documentation related to eligibility.

If economic operators submit joint tender (consortium), each partner of the consortium has to fulfill required minimum criteria except for the technical ability (required for the consortium as a whole) and turnover (required for the consortium as a whole). The required statements/certificates shall be uploaded below.

Condition name	Minimum requirement	Maximum requirement
<b>REQUIREMENTS AND REPORTS RELATED TO THE TENDERER'S FINANCIAL AND ECONOMIC SITUATION</b>		
The tenderer's financial situation has to be solid. The tenderer's financial situation must be such that it is at least A in the rating of Suomen Asiakastieto Oy.  <i>If for some reason the tenderer does not receive Suomen Asiakastieto Oy's alpha-rating rating report, it must prove that the financial situation is solid. Tenderer must provide a certificate of a tenderer's credit rating or a reliable account of his or her financial situation. The tenderer rating Scores have to indicate that there is a low level risk of bankruptcy for the company. The rating score used must be widely used, generally available and prepared by a third party. Tenderer must report the rating and the rating agency that has made the rating.</i>  <i>The information is provided in the ESPD section of this invitation to tender, but the applicant may also voluntarily provide the information in this section.</i>		
The tenderer's turnover must exceed €700 000 in each of the last three (3) years.  <i>The information is provided in the ESPD section of this invitation to tender, but the applicant may also voluntarily provide the information in this section.</i>		
<b>REFERENCES</b>		
The tenderer must have references.  <i>The information is provided in the ESPD section of this invitation to tender, but the applicant may also voluntarily provide the information in this section.</i>  <i>The information is provided in the ESPD section of this invitation to tenders, but the candidate may also download reference list voluntarily in this section.</i>		
Product liability insurance	"Yes" is required	
<i>The tenderer must have product liability insurance in force. A certificate on the insurance must be supplied to the client before the contract is signed.</i>		
<b>REQUIREMENTS RELATED TO THE TENDER.</b>		
Minimum payment term 30 days net.	"Yes" is required	
<i>After approved delivery.</i>		
The procurement follows the general contractual terms for public-sector procurements (JYSE 2025 SUPPLIES), if nothing else is indicated in this call for tenders.	"Yes" is required	
<i>The Finnish version takes precedence in interpretation.</i>		



Terms of delivery	"Yes" is required
<i>DDP Incoterms 2020 (To the supplier's warehouse in a southern Finnish port) or supplier's warehouse in southern Finland.</i>	
<i>In mini-competitions, the port of reception may vary during the contract period.</i>	
The minimum delivery batch is 3000 tonnes.	"Yes" is required
How are the deliveries to be organised to the contracting entity in Finland?	
<i>Report if the tenderer has no product stores ready for delivery in Finland.</i>	
The manufacturer of the offered has to prove its qualification for implementation of this contract (company's quality certificate ISO 9000 or equal).	Uploading is required
Electronic invoicing is possible to be by the time the contractual entered period starts.	"Yes" is required
Maximum penalty interest according to Finnish legislation.	"Yes" is required
The tenderer accepts all the conditions in this call for tenders and its appendices.	"Yes" is required
<i>The tenderer cannot set out any conditions of its own.</i>	
The supplier agrees to provide the customer with an annual summary on taking environmental matters into account.	"Yes" is required
<i>After approved delivery.</i>	
Tenderer are required to have sufficient production and supply capacity considering the scope of the procurement.	Uploading is required
<i>Insufficient production and delivery capacity will result in a bid being rejected.</i>	
If delivery difficulties involving ferrous sulphate or other such causes independent of the subscriber threaten to cause delays in deliveries, the tenderer agrees to carry out, without delay and at its own cost, efficient measures to remove the disruption and to prevent its effects.	"Yes" is required
<b>OTHER REPORTS REQUIRED FROM THE TENDERER</b>	
The tenderer is responsible for ensuring that the product offered is registered at the subscriber's usage location according to REACH requirements. The tenderer is responsible for the costs caused by product testing and registration.	"Yes" is required
The tenderer has a product safety data sheet required for using ferrous sulphate.	Uploading is required
Ferrous sulphate quality control program. The tenderer agrees to carry out continuous quality control and to provide the customer with analysis results on the batches delivered at intervals of 6 months or less throughout the contractual period.	Uploading is required
<b>LEVEL REQUIRED OF THE PRODUCT</b>	
Iron (Fe2+) minimum 17.0 %	"Yes" is required
Cadmium (Cd) maximum 0.1 mg/kg	"Yes" is required
Quicksilver (Hg) maximum 0.03 mg/kg	"Yes" is required
Arsenic (As) maximum 0.5 mg/kg	"Yes" is required
Chromium (Cr) maximum 50 mg/kg	"Yes" is required
Copper (Cu) maximum 6,0 mg/kg	"Yes" is required
Nickel (Ni) maximum 80 mg/kg	"Yes" is required

Lead (Pb) maximum 2 mg/kg	"Yes" is required
<i>The candidate cannot set out any conditions of its own.</i>	
Zinc (Zn) maximum 300 mg/kg	"Yes" is required
Crust max. 20 mm.	"Yes" is required
Reliability of delivery (report uploadable on the functioning of the delivery chain must include sources of manufacture /acquisition, their number, transport arrangements, possible interim storage (back-up arrangements must be sufficient). Insufficient report will result in the rejection of the bidder.	Uploading is required
Report on the technical support and know-how given by the tenderer to the subscriber.	Uploading is required
<p>Question 1</p> <p><i>The European Union and the United Nations have imposed sanctions on their legislation or decisions by their institutions.</i></p> <p><i>The tenderer declares that neither the Offering Company nor the companies or persons owned, held or controlled by the Offering Company are subject to EU or UN sanctions. More information on sanctions is available on the Ministry for Foreign Affairs website: <a href="https://um.fi/sanctions">um.fi/sanctions</a></i></p> <p><i>The tenderer is required to provide the contracting entity, upon request, with information about its owners, members of the administrative, management or supervisory board or persons exercising the powers of representation, decision-making or control, and other beneficiaries and subcontractors. In addition, the tenderer shall inform the contracting entity without delay where the performances related to the procurement may directly or indirectly reach the entity subject to the sanctions.</i></p> <p><i>The tenderer warrants that the use of the products or services offered by the Provider or its subcontractors in connection with this procurement does not violate the above-mentioned sanctions.</i></p>	
<p>By replying "Yes" the tenderer declares that:</p> <ul style="list-style-type: none"><li><i>the above entities are not subject to EU or UN sanctions;</i></li><li><i>upon request, it shall inform the contracting entity of its owners, members of the administrative, management or supervisory bodies, or persons exercising the powers of representation, decision-making or control, and other beneficiaries and subcontractors;</i></li><li><i>it informs the contracting authority without delay if the performances related to the procurement may directly or indirectly reach the entity subject to the sanctions;</i></li><li><i>the use of products or services offered by the provider or its subcontractors in connection with this procurement does not violate the above-mentioned sanctions.</i></li></ul>	
<p>If not</p> <p><i>Please provide additional information related to this response.</i></p>	

Question 2A

Pursuant to Article 5k of Regulation (EU) 833/2014, public contracts above EU thresholds may not be awarded to the entities listed below.

Is the tendere

(a) a Russian citizen or a natural or legal person, entity or body established in Russia;

(b) a legal person, entity or body of which more than 50 % is owned directly or indirectly by an entity referred to in subparagraph (a) above;

(c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in subparagraph (a) or (b)?

Please provide additional information related to this response

Is the subcontractor, supplier or asset unit of the tenderer that represents more than 10 % of the value of the contract, the entity referred to in question 2(A)(a) to (c)?

If yes	
Please provide additional information related to this response	To be entered

Question 2B

*Is the subcontractor, supplier or asset unit of the tenderer that represents more than 10 % of the value of the contract, the entity referred to in question 2(A)(a) to (c)?*

If yes	
If yes	To be entered

If yes

*Please provide response.*

SECURITY CLEARANCE

HSY is the client of the Finnish Security and intelligence Service (SUPO). During the contract period HSY may, based on SUPO's risk assessment prevents a person from working for HSY.

Tenders comprising products originating in third countries

Products originating in third countries

*Any tender submitted for the award of a supply contract can be rejected where the proportion of the products originating in third countries, as determined in accordance with Regulation (EU) No 952/2013 of the European Parliament and of the Council, exceeds 50 % of the total value of the products constituting the tender (Article 85 of Directive 2014 /25/EU).*

Tenderer's statement on the country of origin of the products.

*The tenderer must voluntarily provide an indication of the country of origin of the products. If the country of origin of the products is not an EU country, the tenderer must ascertain whether the country is an EEA country, a signatory to the WTO Government Procurement Agreement (GPA) or whether the EU has a bilateral agreement with that country. Otherwise, the tenderer must provide a statement that the value of the product from third countries does not exceed 50 % of the total value of the products included in the tender. The report must show how the percentages are distributed.*

*At present, 20 parties are part of the GPA: the EU with regard to its 28 Member States; Armenia; Australia; Canada; Chinese Taipei; Hong Kong (China); Iceland; Israel; Japan; Liechtenstein; Montenegro; Moldova; Norway; New Zealand; South Korea; Singapore; Switzerland; Ukraine; United States; and the Netherlands (with respect to Aruba). European Commission, C(C2919) 5494 final.*

Social responsibility

*Evidence of socially responsible operations in production facilities outside the EU and the EEA (eg no child labor, no forced labor, health and safety issues, compliance with laws and regulations on working hours and pay). The client requires production methods that ensure compliance with the labor law requirements of ILO agreements.*

CONTACT INFORMATION

Person responsible for the contract.	To be entered
<i>The tenderer shall nominate a responsible person to handle all communications related to the contract.</i>	
Person responsible for the right of a signature (procuration).	To be entered
<i>The tenderer shall nominate a responsible person with the right to sign the contract.</i>	
Person responsible for invoicing.	To be entered
<i>The tenderer nominates a responsible person with whom invoicing is agreed upon in connection with the order and who can be contacted in situations related to invoicing.</i>	

Procurement object criteria

Common criteria/information				
Criterion name	Minimum requirement	Maximum requirement	Maximum score	Calculation method
Additional qualitative criteria for the selection of suppliers.				
As a minimum requirement, in addition to the two (2) reference required by the ESPD form, the candidate should, if possible, present additional scoring references.				
<i>If there are more tenderer than five, the suppliers will be selected on the basis of the quality points.</i>				
<i>The items shown on the ESPD form are minimum requirements.</i>				
<i>The reference items shown in the ESPD form must NOT be the same as the scoring reference in this section.</i>				

Reference amounts to be scored	Choose one	25	3 - 5 pcs 5 points 6 - 8 pcs 10 points 8 - 10 pcs 15 points 11 - 13 pcs 20 points 14 - 16 pcs 25 points
<i>The tenderer has previously had contracts for the delivery of batches of 4,000 tons or larger over last a 12-months period.</i>			
A list of reference deliveries, including the time of delivery, the customer, the content of the delivery and the value of the delivery.			

## Other information

### Presentation of the contracting authority

Helsinki Region Environmental Services Authority (HSY) is a municipal body producing waste management and water services and providing information on the Helsinki Metropolitan Area and environment. The member cities of HSY are Espoo, Helsinki, Kauniainen and Vantaa. The main operations of HSY are water services, waste management and regional and environmental information services. HSY supplies highquality drinking water for over one million inhabitants throughout the Helsinki Metropolitan Area. HSY treats 1,4 million inhabitants wastewater generated by households and industry in order to protect the Baltic Sea as well as builds and maintains the water pipe and sewer network. Turn over of HSY is 360 MEur.

Porvoon vesi (Porvoo water) is a municipal body producing water services for inhabitans and local industry in Porvoo city. Porvoo water supplies portable water for 50 000 inhabitants and Kilpilahti industrial area. Porvoo water also treat wastewater generated by households and and build and take care of maintenance of the water pipeline and sewer network. Turn over of Porvoo water is 12 MEur.

Kymen Vesi (KyVe) Ltd is a municipal water company. KyVe produces high quality drinking water and treats waste waters of 90 000 inhabitants and industry with modern equipment and methods. The member towns of KyVe are Kotka, Hamina, Pyhtää and Southern Kouvola (Anjalankoski). KyVe’s mission is to respect environmental values in its work. KyVe is actively involved in several national development projects. Turnover is 19,9 M€.

Jyväskylä Region Waste Water Treatment Plant Ltd (Jyväskylän Seudun Puhdistamo Oy) is a municipal company producing waste water treatment services for Jyväskylä Region. The owner municipalities are Jyväskylä, Laukaa and Muurame. Jyväskylän Seudun Puhdistamo Oy treats 160 000 inhabitants wastewater generated by households and industry in order to protect Lake Päijänne. Annualturn over of Jyväskylän Seudun Puhdistamo Oy is 8,4 million Euro.

Aqua Palvelu is a operation company for Lahti Aqua concern. The owner is Lahti City. Aqua Palvelu Ltd annual turnover is 14,0 M €. Lahti Aqua concern is a municipal water company producing drinking water and wastewater services for 170 000 customers in the cities of Lahti, Hollola, Heinola and Iitti.

Turku Region Waste Water Treatment Plant Ltd (Turun seudun puhdistamo Oy) is a wastewater treatment service provider that is owned by 14 municipalities and offers high quality and cost-effective wastewater treatment services to its owners. The company is responsible for the operation and treatment results of the Kakolanmaki wastewater treatment plant, with the aim of providing an optimal purification performance. The plant processes the wastewater of almost 300,000 residents in the Turku region, in addition to the industrial wastewater of the region. Annual turnover of Turku Region Waste Water Treatment Plant Ltd is 16,4 MEur.

### Procurement background

Deliveries of ferrous sulphate are crucial for the contracting entities. Shortages of ferrous sulphate would greatly affect the sewage purification process and risk meeting the terms of the environmental permit held by contracting entities. Deficiencies in quality cause maintenance costs, for which the supplier is responsible. If the qualities of the product delivered, such as the grain size or the amount and/or composition of non-water-soluble material differ from the quality requirements and/or the supplier's specifications so that maintenance costs are incurred, the additional costs caused by the incorrect delivery will be compensated to the subscriber in full.

### Total quantity or scope

The maximum amount of the framework agreement is 130 000 tonnes. The subscriber does not commit to a specific tonnes amount. If the maximum value of the framework agreement is exceeded, the framework agreement shall cease without separate termination.

### Submitting the tender/application



Languages in which tenders may be submitted are Finnish, Swedish and English.

The tender/request to participate is submitted via Supplier Portal.

If you have any questions about or problems with logging into the Tarjouspalvelu supplier portal or the use of the system, please contact the helpdesk at: Cloudia HelpDesk

tuki@cloudia.fi

+358 20 766 1077

## Non-disclosure, confidentiality and contractual penalty

If delivery is delayed due to reasons attributable to the supplier, the contracting entity/procurement unit shall be entitled to contractual penalties. The contracting entity/procurement unit shall be entitled to contractual penalties for delay if the contracting entity/procurement unit incurs loss or damage as a result of the delay. Unless otherwise agreed, the amount of contractual penalty shall be five (5) per cent of the value of the delayed delivery or part of it for each full 7-day period or part of it by which the agreed date of delivery is exceeded by the supplier. The contractual penalty for delay is payable for a maximum period of five (5) weeks. As well as the contractual penalty for delay, the contracting entity/procurement unit shall be entitled to damages for loss and damage incurred as a result of the delay as provided in section 14 of the General Terms of Public Procurement JYSE 2025 SUPPLIES.

The contracting entity/procurement unit may test the product during the framework agreement to ascertain that it meets the specified requirements. If the tests show that the properties of the delivered product deviate from the quality requirements and/or the tenderer's specifications so as to cause the contracting entity/procurement unit to incur additional costs, the supplier shall be obliged to reimburse the contracting entity/procurement unit in full for such additional costs due to sub-standard delivery as well as pay a fine of EUR 2000 for each such instance. If defective quality resulting in additional cost is recurring, the amount of the fine shall be increased to EUR 5000 in addition to the full reimbursement for additional costs. The contracting entity/procurement unit may, at its own expense, take samples of the product to be delivered for analysis.

If the delivered products fails utterly to meet the specified quality requirements and it cannot be utilised at all in the operations of the contracting entity/procurement unit, the supplier shall promptly and at its own expense remove such product from the warehouse used by the contracting entity/procurement unit.

## Grounds for rejection

Subscriber reserves himself the right to exclude a tenderer if the required statements/certificates are not submitted. Subscriber shall exclude a candidate if the suitability (minimum) requirements are not fulfilled. The subscriber shall exclude a candidate by compulsory exclusion grounds by public procurement act such as criminal activities, corruption etc. In addition, the subscriber has the right to exclude a tenderer by voluntary exclusion grounds by public procurement act.

In the evaluation of tenders, only the tenders which comply with the request for tender will be taken into account in the evaluation. Tenderer's own statements or remarks added in the tender will affect as rejection of the tender. In case that there are statements, remarks or questions by the tenderer during the tender phase, he must send an inquiry to the subscriber for additional information as described via Supplier Portal.

## Contract procedure

Written contracts shall be made between the procurement units and each of the selected suppliers. The contract on the subject matter of the procurement between the selected supplier and procurement units shall not be binding until duly signed by the parties.

However, the procurement unit may not implement the decision on the selection of the framework agreement supplier, nor the contracting unit the decision on the supplier of the first batch, until 14 days have elapsed from the service of the award decision, including attachments, on the tenderers participating in the competitive tendering.

Before the signing of the contract, the contracting entity/procurement unit will require that the selected tenderer submit up-to-date certificates and reports to permit a determination as to whether the mandatory exclusion grounds specified in section 84 of the Act on on Public Contracts and Concessions of Entities Operating in the Water, Energy, Transport and Postal Services Sectors (1398/2016) applies to it.

With regard to the mandatory exclusion grounds within the meaning of section 84, the contracting entity/procurement unit accepts the extract from the criminal records referred to in section 6(8) and section 6b of the Criminal Records Act (770/1993), or an extract from the criminal records issued by the competent authority of the country of origin or domicile of the tenderer or a member of its governing, executive or supervisory body or of a person exercising signatory, decision-making or supervisory

powers in the tendering organisation. The extract from the criminal records may not be older than twelve months. Additionally, the contracting entity/procurement unit shall have the right to reject a tenderer burdened by any of the discretionary exclusion grounds listed in section 81 of the Act on Public Contracts and Concessions (1397/2016).

## REPORTS AND EXCLUSION GROUNDS UNDER THE ACT ON THE CONTRACTOR'S OBLIGATIONS AND LIABILITY WHEN WORK IS CONTRACTED OUT

Aside from the ESPD form, this procurement project is governed by the provisions of the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006) concerning the procurement unit's obligations to carry out investigations. A tenderer may be excluded from competitive tendering if it transpires that it is unable to submit the following reports or certificates required under the Act on the Contractor's Obligations and Liability or if no legal excuse exists for such a failure to provide the requisite reports or certificates.

Consequently, the tenderer who appears to be winning the contract based on the comparison of tenders, must anticipate that the reports required under the Act on the Contractor's Obligations and Liability concerning the tenderer and its subcontractors will be checked before the contract award insofar the required information is not available from public registers or, inter alia, the vastuugroup.fi online service. Hence, the tenderers must be prepared, UPON REQUEST, to provide the following reports in addition to the reports mentioned on the ESPD form:

- 1) documentation showing whether the enterprise is entered in the Prepayment Register and in the Employer Register in accordance with the Act on Prepayment of Tax, and registered as VAT-liaible in the Value Added Tax Register in compliance with the Value Added Tax Act;
- 2) an extract from the trade register or equivalent information otherwise obtained from companies register;
- 3) documentation showing that the enterprise does not have tax debts , or a certificate provided by an authority showing the amount of the tax debt;
- 4) certificates of employee's pension insurance taken out and of pension insurance premiums paid, or documentation showing that a payment agreement on outstanding pension insurance premiums has been made;
- 5) documentation showing the collective agreement or the principal terms of employment applicable to the work;
- 6) documentation showing that statutory occupational health care services are provided.

Said reports will also be requested from the tenderer's potential subcontractors.

Foreign tenderers and subcontractors shall, upon request, be prepared to submit the equivalent information by presenting an extract from a register or an equivalent certificate complying with the legislation of the country where the enterprise is domiciled, or in some other generally accepted way. If the tenderer's country of domicile does not issue said extracts or reports, a solemn declaration given in compliance with the national law of the country of domicile and translated into Finnish, Swedish or English, will be accepted.

If the prospective tenderer is a foreign enterprise with a Finnish business identity code, the tenderer shall also submit a certificate verifying the payment of taxes issued by the Finnish Tax Administration as well as the information on entries in Finnish registers. Hence, the prospective tenderer shall provide the information required under the Act on the Contractor's Obligations and Liability both from the enterprise's country of domicile and from Finland irrespective of whether the contract is signed by its Finnish branch or the organisation operating in the country of domicile of the enterprise. All certificates and reports must be provided in the original language as well as in Finnish, Swedish or English translation.

## Publicity of documents

After the decision is signed, the procurement decision and its appendices are public. Other procurement documents are public after the contract is made. Tenderers have the right to receive information on the procurement documents after the decision is signed. The documents can be accessed as agreed with Annikki Valkiainen, annikki.valkiainen@hsy.fi.

If a tenderer views part of its tender as including information confidential under the law, such as trade secrets, this part must be communicated in a separate appendix. The appendix must be marked as confidential. If only part of the information in the appendix is confidential, the confidential information must be highlighted or underlined.

HSY will consider whether the information suggested to be confidential is so under the law. For instance, the total price in a

tender is not considered a trade secret. If a tender forbids HSY from communicating to third parties information that does not involve trade secrets or other confidential information under the law, this may lead to the tender being rejected.

## Grounds for decision

Five (5) suppliers will be selected for the framework agreement based on the information provided in response to the prequalification requirements presented in the call for tenders. See section Prequalification requirements of the call for tenders (Other terms of the call for tenders).

If there are more than five candidates for suppliers under the framework agreement, the suppliers will be selected on the basis of quality points. Higher scores give preference. If two or more candidates end up on equal points, the candidate is selected by drawing lots.

## Resolving disputes

Disputes related to the contract will be resolved primarily through negotiation between the parties. If negotiations fail to achieve a satisfactory result, disputes will be submitted for resolution to the Helsinki District Court.

## Other matters

Tenderers do not have the right to any compensation for the tenders submitted.

If the terms of the invitation to tender deviate from those of the draft agreement, the terms of the invitation to tender shall apply.

If the terms of the draft agreements differ, the Finnish version will be the first to apply.

Informing the subscriber during the contractual period the supplier must inform the subscriber of any changes of contact persons and or any sudden changes to products or deliveries.

The subscriber has the right to terminate the contract immediately if the contractor or their subcontractor is burdened by a mandatory exclusion or a discretionary exclusion or sanction imposed by the European Union or the United Nations, even if the reason has not arisen until after the beginning of the contractual relationship, as referred to in sections 311 of Section 81(1) of the Act on Public Contracts and Concessions (1397/2016).

HSY requires the selected supplier to comply with HSY's ethical guidelines. These instructions can be found on HSY's website [www.hsy.fi/hsy/eettiset-ohjeet-toimittajille-ja-yhteistyokumppaneille](http://www.hsy.fi/hsy/eettiset-ohjeet-toimittajille-ja-yhteistyokumppaneille)

## Attachments and links

### Attachments

Ferron hankinta kuvallinen esitys.pdf  
espd\_555149.pdf

### Links

[https://julkaisut.valtioneuvosto.fi/bitstream/handle/10024/166282/VM\\_2025\\_19.pdf?sequence=1&isAllowed=y](https://julkaisut.valtioneuvosto.fi/bitstream/handle/10024/166282/VM_2025_19.pdf?sequence=1&isAllowed=y)

## Signatories

Name	Title
Emma Kaukonen	Hankintapäällikkö