

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN FINLAND

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>There is no regulatory framework explicitly allowing or prohibiting PPP arrangements in Finland. However, PPP arrangements have been carried out in practice and the Act on Public Contracts and Concessions (1397/2016) (fin. laki julkisista hankinnoista ja käyttöoikeussopimuksista) along with the Act on Public Contracts and Concessions of entities operating in the water, energy, transport and postal services sectors (1398/2016) (fin. laki vesi- ja energiahuollon, liikenteen ja postipalvelujen alalla toimivien yksiköiden hankinnoista ja käyttöoikeussopimuksista) may be applicable on a case-by-case basis. In addition, other national legislation and relevant EU legislation may be applicable depending on the details of the case.</p> <p>We have coded based on the Act on Public Contracts and Concessions (1397/2016) as the separate Act (Act on Public Contracts and Concessions of entities operating in the water, energy, transport and postal service sectors (1398//2016)) does not apply given our cases study assumption.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>http://www.finlex.fi/fi/laki/alkup/2016/20161397 and http://www.finlex.fi/fi/laki/alkup/2016/20161398</p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes
Please describe:	The Finnish public procurement legislation came into effect in January 2017 (see above).
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	Article 87 in the Act on Public contracts and Concessions that concerns the use of electronic form of the European Single Procurement Document will come into force in April 2018.

3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax	Yes

incentives, special tax depreciation treatment, etc.)?	
If yes, please specify and provide the relevant legal/regulatory provision (if any):	In accordance with Section 19a § of Act on Taxation of Business Income, the income from sales of PPP transactions to Finnish state covering road and railway transactions are taxed in relation to annual traffic. This is to say that the income from PPP transactions is not taxed as income of the year when the road or railway is finalized, but annually as income of the respective years when the state pays the service fee in relation to the road or railway usage. Section 27c § states that interest expense during the construction phase is tax deductible during the usage period of the road / railway in evenly allocated to respective years. In accordance with Section 29 § of the Act on Valued Added Tax the VAT on sales of a PPP transaction is to be paid at the end of the road or railway usage period. However, the VAT on annual service fees received before the end of the period has to be paid when the annual service fee is received.
5. Please identify the PPP procuring authorities in Finland and provide their website(s) (if available):	There is no designated PPP procuring authority in Finland, but any authority who is planning a major project that wishes to procure as a PPP arrangement can act as a PPP procuring authority. In regard to major road and railway PPPs, the procuring authority would be the Finnish Transport Agency (fin. Liikennevirasto). http://www.liikennevirasto.fi/
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	No
If yes, please indicate its name, and its website (if available):	n/a
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	n/a
6.2 PPP capacity building for other public authorities.	n/a
6.3 PPP promotion among the public and/or private sectors in national and international forums.	n/a
6.4 Technical support in implementing PPP projects.	n/a
6.5 Identification and selection of PPP projects from the pipeline.	n/a
6.6 Revision of fiscal risks born by the Government.	n/a
6.7 Consultation with affected communities on potential impact of PPP projects.	n/a

6.8 Approval of PPP projects.	n/a
6.9 Undertaking the procurement of PPPs.	n/a
6.10 Oversight of PPP implementation.	n/a
6.11 Other	n/a
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	ESA 2010
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to	No

International Public Sector Accounting Standards (IPSAS).	
Accounting and reporting according to other international standard (e.g. European System of Accounts).	Yes
Please specify:	ESA 2010
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	No
If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 65 of the Act on Public Contracts and Concessions, before the procurement procedure starts, the contracting entity may conduct a market survey for the preparation of procurement and provide information to suppliers on their plans and requirements for future procurement. In a market survey, the contracting entity may use independent experts, other authorities or suppliers. The advice of these parties may be used to design and implement the procurement procedure, but the use of advice should not lead to distortion of competition or to the anti-discrimination and transparency principles referred to in section 3.
11. In a case comparable to the case study assumptions, please select the option that	No

<p>best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</p>	No
<p>If yes, please elaborate:</p>	n/a
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	Yes
<p>Please elaborate and provide examples:</p>	There is no specific legislation concerning only PPP projects or prioritising them over other investment alternatives.
<p>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the</p>	n/a

provisions of the regulatory framework described above?	
If yes, please specify:	n/a
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The majority of our contributors indicated that this assesment is conducted in practice.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a

Is the assessment done in practice?	Yes
Details:	The majority of our contributors indicated that this assesment is conducted in practice.
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The majority of our contributors indicated that this assesment is conducted in practice.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The majority of our contributors indicated that this assesment is conducted in practice.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Section 65 of the Act on Public Contracts and Concessions, before the procurement procedure starts, the contracting entity may conduct a market survey for the preparation of procurement and provide information to suppliers on their plans and requirements for future procurement. In a market survey, the contracting entity may use independent experts, other authorities or suppliers. The advice of these parties may be used to design and implement the procurement procedure, but the use of advice should not lead to distortion of competition or to the anti-discrimination and transparency principles referred to in section 3.
Is there a specific methodology for the assessment?	No

If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The majority of our contributors indicated that this is done in practice.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Act on the Assessment of Environmental Impact (252/2017)
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Act on the Assessment of Environmental Impact (252/2017)
Is the assessment done in practice?	Yes
Details:	In order to acquire the needed permits, this assessment is often compulsory.
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	No regulatory basis
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	Risk Identification; Environmental Impact Assessment
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a

please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 60 of the Act on Public Contracts and Concessions: The following notices referred to in section 58 must be submitted electronically for publication on the Internet at www.hankintailmoitukset.fi using the standard forms referred to in section 59 subsection 1:</p> <ol style="list-style-type: none"> 1) EU Contract Notice; 2) social and health services and other special service procurements; 3) notice of concessions; 4) a prior notice of the concession relating to the services referred to in Annex E for social, health and other specific services concessions; 5) notification of contract amendments; 6) a correction notice; 7) Post-notification of points 1 to 4.
and please specify the website:	www.hankintailmoitukset.fi
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No

To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No

To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	Yes
Please elaborate and provide examples:	The Finnish Act on Public Contracts and Concessions (29.12.2016/1397) does not impose specific qualifications on the bid evaluation committee members. However, considering the nature and scope of the PPP projects, it is common that the bid evaluation committee includes members with expertise in the object of the contract.
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Sections 58, 60 and 61 of the Act on Public Contracts and Concessions set forth an obligation to provide an announcement for projects exceeding both EU and national threshold values. If the PPP project falls under the scope of the Act, a procurement notice must be issued in most cases.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	TED and https://www.hankintailmoitukset.fi/fi/
20. Are foreign companies prohibited from participating in the bidding process?	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 56 of the Act on Public Contracts and Concessions: For a restricted procedure, negotiated procedure, competitive dialogue, innovation partnership and the establishment of a dynamic purchasing system, the submission of a request to participate must be made for at least 30 days from the date on which the contract notice was sent for publication. In the open procedure, the tender period must be at least 35 days from the date on which the contract notice was sent for publication. In a restricted procedure, the tender period must be at least 30 days and in the dynamic purchasing system at least 10 days from the date on which tenders have been invited to submit tenders. In the negotiated procedure and in the Innovation Partnership, the deadline for provisional offers must be at least 30 days from the date on which tenders have been invited to submit tenders.
and the time in calendar days:	35
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to Article 32 of the Act on Public Contracts and Concessions, in an open procedure, the contracting entity publishes the contract notice and makes available a call for tenders to allow all interested suppliers to bid. After the publication of the contract notice and the making available of the invitation to tender, the contracting entity may send the invitation to the suppliers it considers appropriate.
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to Section 33 of the Act on Public Contracts, under a restricted procedure, the contracting entity publishes a notice of purchase for which all interested suppliers may apply to participate. Only candidates selected by the contracting entity may bid. In a restricted procedure, the contracting entity may pre-set the number of candidates invited to tender. The minimum number of candidates to be invited to tender and, where appropriate, the maximum amount, must be indicated in the contract notice. Eligible candidates must be selected following the minimum eligibility criteria and criteria set out in the contract notice. The

	<p>adjudicating entity shall not award candidates who have not submitted a request for participation or who do not meet the requirements of the contracting entity. Candidates must be summoned to a sufficient degree of procurement in order to ensure effective competition. In restricted procedures, candidates must be nominated by at least five, unless there are fewer candidates. If there are fewer than five suitable candidates, the contracting entity may continue the procedure by inviting all candidates meeting the eligibility criteria to submit a tender.</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Section 34 of the Act on Public Contracts and Concessions: In a negotiated procedure, the contracting entity publishes a notice of purchase for which all the willing journalists may apply to participate. The contracting entity negotiates the terms of the contract with its suppliers.</p> <p>The contracting entity may choose to conclude a negotiated procedure:</p> <ol style="list-style-type: none"> 1) where the needs of the contracting entity can not be met without adapting the existing solutions; 2) involving design or innovative solutions; 3) the special nature of the nature or the complexity of the legal or financial nature or the risks involved can not be the subject of a contract without prior negotiation; or 4) where the description of the acquisition object can not be sufficiently precise by reference to a standard, a European technical evaluation, a common technical specification or a technical reference. <p>The contracting entity may also select a negotiated procedure if, in open or restricted procedure, only offers which do not match the invitation to tender have been obtained or if tenders are unacceptable. The new contract notice is not required to be published if all the bidders meeting the minimum conditions set out in Articles 79-92 have been included in the negotiated procedure and who have submitted a tender form conforming to the formal requirements in the previous procedure.</p> <p>In a negotiated procedure, the contracting entity may pre-set the number of candidates invited to negotiate. The minimum number of candidates invited to negotiate and, where appropriate, the maximum amount shall be indicated in the contract notice. Eligible candidates must be selected following the minimum eligibility criteria and criteria set out in the contract notice. The adjudicating entity shall not award candidates who have not submitted a request for participation or who do not meet the requirements of the contracting entity.</p> <p>Candidates must be summoned to negotiate with sufficient quantity and quality to ensure effective competition. In the negotiation procedure, candidates must be invited to attend at least three, unless there are fewer candidates. If there are fewer than three suitable candidates, the contracting entity may proceed with the procedure by inviting all eligible candidates to submit a provisional tender.</p>
22.4. Competitive dialogue: Available	Yes

Default	No
Relevant legal/regulatory provision (if any)	<p>According to Section 36 of the Act on Public Contracts and Concessions: In a competitive negotiated procedure, the contracting entity publishes a notice of purchase for which all the willing journalists may apply to participate. The Procuring entity will negotiate with the candidates approved for the procedure to identify and determine the means by which its needs can best be met.</p> <p>The contracting entity may choose the competitive dialogue procedure when the conditions laid down in section 34 (2) are fulfilled. The basis for the overall economic advantage should be the best value-for-money ratio referred in section 93.</p> <p>In a competitive negotiated procedure, the contracting entity may pre-set the number of candidates invited to negotiate. The minimum number of candidates invited to negotiate and, where appropriate, the maximum amount shall be indicated in the contract notice. Eligible candidates must be selected by following the minimum eligibility criteria and criteria set out in the contract notice. The adjudicating entity shall not award candidates who have not submitted a request for participation or who do not meet the requirements of the contracting entity.</p> <p>Candidates must be summoned to negotiate with sufficient quantity and quality to ensure effective competition. In a competitive negotiated procedure, candidates must be nominated by at least three, unless suitable candidates are fewer. If there are fewer than three suitable candidates, the contracting entity may continue the procedure by inviting all eligible candidates to enter negotiations.</p>
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	Innovative partnership
Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 38 of the Act on Public Contracts and Concessions
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Section 68 of the Act on Public Contracts and Concessions, the invitation to tender, the contract notice, the invitation addressed to the candidates or their annexes shall include:</p> <ol style="list-style-type: none"> 1) the definition of the acquisition object or project description and other quality requirements related to the object of the acquisition; 2) a reference to the published contract notice; 3) deadline for making tenders; 4) the address to which tenders must be submitted; 5) the language or languages in which tenders must be drawn up; (6) other requirements regarding the presentation and form of the tendering documents; (7) in the context of the competitive dialogue, the date of commencement of negotiations and the language or languages used in the negotiations; 8) the economic and financial situation, the technical suitability and the professional qualifications and other requirements of candidates or tenderers and the request shall be accompanied by a single European procurement document and a list of documents to be submitted by the candidate or tenderer and the successful tenderer for the assessment of suitability; 9) the criteria for the overall economic advantage and their relative weighting, a reasonable range or, in exceptional cases, the order of importance of the comparison criteria; 10) validity of tenders; 11) key contractual terms; (12) other information that is of key importance for the award procedure and the making of tenders.
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Section 68 (9) of the Act on Public Contracts and Concessions, the contract notice shall contain the criteria for the overall economic advantage and their relative weighting, a reasonable range or, in exceptional cases, the order of importance of the comparison criteria;</p>
<p>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>The specified criteria shall be respected (Sections 34 and 36) - failure to do so is open to appeals.</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>23. Can interested parties/potential bidders</p>	<p>Yes</p>

submit questions to clarify the public procurement notice and/or the request for proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	The majority of our contributors that this closure happens in practice.
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	According to Section 66 of the Act on RP and section 70 of the Act on SP, a candidate or a tenderer can take part on the preparation of the procurement before the beginning, but the authority has to ensure that such an action will not be harmful for competition.
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The procuring authority is under obligation to treat all bidders in an equal and non-discriminatory manner and ensure that all information is provided to all bidders on an equal basis. (Sections 35 and 37 of the Act on Public Contracts and Concessions).
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	The majority of our contributors indicate that this generally occurs in practice.
If no, please elaborate:	n/a

25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	The proposal needs to be given in a form which is in correspondance with what have been asked in the tender documents.
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The proposals must be evaluated in accordance with criteria set in tender documents (Sections 35, 37 and 79 of the Act on Public Contracts and Concessions) and bidders and tenders which do not meet the criteria must be excluded from the tendering (Section 74 of the Act on Public Contracts and Concessions). Generally speaking, non-compliance with set criteria is a typical ground for legal action in public procurement matters. However, as far as negotiated and competitive negotiative procedures are concerned, evaluation criteria for tenders is typically determined in the course of the procurement procedure and therefore, final tender documents are decisive.
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No

Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	Yes
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>According to Section 127 of the Act on Public Contracts and Concessions, the decision of the adjudicating entity with its justifications and the appeal and correction instructions shall be notified in writing to those who concerned. The decision with the abovementioned documents shall be communicated by using the electronic contact information provided by the candidate and the tenderer to the contracting entity. When an electronic contact is used, the candidate and the provider shall be deemed to have received the decision on the date on which the relevant electronic document is available to the recipient of the message at the receiving device so that the electronic message can be processed. At such time, the date of dispatch of the message shall be considered unless a reliable explanation of the failure of the communication links or any other relevant circumstance has led to a subsequent arrival of the electronic message to the recipient.</p> <p>The decision with justification and the appeal and correction instructions may also be served by posting in a letter as provided in the Administrative Instruction. The candidate and tenderer shall be deemed to have received the decision on the seventh day of their transmission, together with the accompanying document, unless the candidate or tenderer indicates that the service has been effected later.</p>
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	TED and www.hankintailmoitukset.fi
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The procuring authority must render a decision on the result of the procurement process (Section 123 of the Act on Public Contracts and Concessions) and all parties concerned shall be notified of the decision (with instructions for appeal and rectification) (Section 127 of the Act on Public Contracts and Concessions).
If no, please elaborate:	n/a

29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 123 of the Act on Public Contracts and Concessions, the contracting entity must make a written decision on the solutions that affect the status of candidates and tenderers and the decision on the award of the bidding.</p> <p>The decision or documents relating to it shall indicate the matters which have fundamental relevance to the decision, including at least the reasons for rejecting the candidate, tenderer or tender and the main criteria for the comparison of the accepted tenders. In a decision concerning the competitive tendering for a framework agreement, it is sufficient to point out the evidence that the selection and comparison criteria of the tenders have been applied as required by section 43. If the procurement must comply with the period of validity referred to in section 129, the decision or related documents shall also indicate the time period within which the contract may be awarded.</p>
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 129 of the Act on Public Contracts and Concessions, a standstill period is applied to all procurements exceeding EU thresholds (and consequently, all PPP Projects).</p>
and the time in calendar days:	<p>14</p>
30.1. Is the standstill period set out in the notice of intention to award?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 123 of the Act on Public Contracts and Concessions, the contracting entity must make a written decision on the solutions that affect the status of candidates and tenderers and the decision on the award of the bidding. The decision or documents relating to it shall indicate the matters which have fundamental relevance to the decision, including at least the reasons for rejecting the candidate, tenderer or tender and the main criteria for the comparison of the accepted tenders. In a decision concerning the competitive tendering for a framework agreement, it is sufficient to point out the evidence that the selection and comparison criteria of the tenders have been applied as required by section 43. If the procurement must comply with the period of validity referred to in section 129, the decision or related documents shall also indicate the time period within which the contract may be awarded.</p>
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of	<p>Yes</p>

the PPP contract in order to prevent an unfair disadvantage to the other bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 37 (6) of the EU Directive, the contracting authority or contracting entity may hold negotiations with candidates and tenderers. The subject-matter of the concession, the award criteria and the minimum requirements shall not be changed during the negotiations.
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	n/a
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent	n/a

amendment made to the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	n/a
Relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	n/a
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	n/a
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	n/a
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	n/a

Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
42.1. If yes, is the PPP contract construction performance information made available to the public?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
42.2. If yes, is the PPP contract construction performance information made publicly available online?	No

If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information	No

made publicly available online?	
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 136 of the Act on Public Contracts and Concessions includes provisions on changes in the ownership structure of the private partner in PPP contracts.
45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 136 of the Act on Public Contracts and Concessions, the contract party can not be changed during the contract period, unless the ownership of the original party is restructured and new owner has the same qualifications as the previous owner had.
In other cases, flexibility to change the ownership	No

structure and/or assign the contract.	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Section 136 of the Finnish Act on Public Procurements includes provisions on changes in the procurement contract. Only minor changes are allowed (integral parts/liability scheme or similar main conditions shall not be amended), otherwise the procuring authority must organize a new tendering procedure.</p> <p>Furthermore, Section 136 of the Act on Public Contracts and Concessions states that contracts or framework agreements may not be substantially altered during the term of the contract, in the case of service procurements or concessions in excess of the EU thresholds or national thresholds, without the new procurement procedure under this Act. At least the change is essential if:</p> <ol style="list-style-type: none"> (1) the amendment introduces conditions which, if they were originally covered by the procurement procedure, would have allowed candidates other than initial candidates to participate in the procedure or acceptance of a bid other than the one originally approved or who would have introduced more participants in the procurement procedure; (2) the contract or framework agreement becomes economically more favorable to the contractor after the change in a manner not determined by the original contract or framework agreement; (3) the amendment significantly extends the scope of the agreement or framework agreement; (4) the contractor with whom the contracting entity has initially concluded the contract shall be replaced by a new contractual partner. <p>Notwithstanding subsection 1., a contract or a framework agreement may be amended without a new procurement procedure if:</p> <ol style="list-style-type: none"> (1) it is based on contract terms and conditions, known or unknown in the contract documents, irrespective of their financial value and conditions, which are clear, precise and unambiguous, and do not alter the general nature of the contract or framework agreement; (2) the original contractor is required to carry out additional work or services or extra supplies not included in the original contract and if the contractual partner is not possible for economic or technical reasons and would cause significant harm or significant overlap of costs with the contracting entity; 3) the need for change derives from circumstances which the diligent contracting entity could not foresee and the change does not affect the general nature of the contract;

	<p>(4) the original contractual partner is replaced by a new contractual partner by an unambiguous contract amendment under paragraph 1 or the status of the original contractor is transferred, wholly or in part, to another supplier who meets the originally established qualitative fitness requirements as a result of restructuring, acquisitions, mergers and control changes or insolvency other substantial changes to the agreement and does not seek to circumvent this law;</p> <p>5) this is a modest contract amendment that falls below the national thresholds for the procurement of services referred to in Annex E and the EU thresholds for concessions and does not affect the general nature of the contract.</p> <p>The value of the change referred to in paragraph 2 (2) and (3) shall not exceed 50% of the value of the original contract. If the changes referred to in subsection 2 (2) or (3) are repeated in succession, each change is assessed as independent. The purpose of such changes shall not be to circumvent the provisions of this Act.</p> <p>The value of the change referred to in subsection 2 (5) shall be less than 10% of the value of the original service or supply contract or service concession and 15% of the value of the original works contract or concession contract. If the changes referred to in subsection 2 (5) are multiplied successively, the value is estimated on the basis of the cumulative net value of successive changes.</p> <p>The price checked for the calculation of the price referred to in paragraphs 3 and 4 is the reference value when the contract contains an index clause.</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Section 136 of the Act on Public Contracts and Concessions states: Contracts or framework agreements may not be substantially altered during the term of the contract, in the case of service procurements or concessions in excess of the EU thresholds or national thresholds, without the new procurement procedure under this Act. At least the change is essential if:</p> <p>(1) the amendment introduces conditions which, if they were originally covered by the procurement procedure, would have allowed candidates other than initial candidates to participate in the procedure or acceptance of a bid other than the one originally approved or who would have introduced more participants in the procurement procedure;</p> <p>(2) the contract or framework agreement becomes economically more</p>

favorable to the contractor after the change in a manner not determined by the original contract or framework agreement;

(3) the amendment significantly extends the scope of the agreement or framework agreement;

(4) the contractor with whom the contracting entity has initially concluded the contract shall be replaced by a new contractual partner.

Notwithstanding subsection 1., a contract or a framework agreement may be amended without a new procurement procedure if:

(1) it is based on contract terms and conditions, known or unknown in the contract documents, irrespective of their financial value and conditions, which are clear, precise and unambiguous and do not alter the general nature of the contract or framework agreement;

(2) the original contractor is required to carry out additional work or services or extra supplies not included in the original contract and if the contractual partner is not possible for economic or technical reasons and would cause significant harm or significant overlap of costs with the contracting entity;

3) the need for change derives from circumstances which the diligent contracting entity could not foresee and the change does not affect the general nature of the contract;

(4) the original contractual partner is replaced by a new contractual partner by a unambiguous contract amendment under paragraph 1 or the status of the original contractor is transferred, wholly or in part, to another supplier who meets the originally established qualitative fitness requirements as a result of restructuring, acquisitions, mergers and control changes or insolvency other substantial changes to the agreement and does not seek to circumvent this law;

5) this is a modest contract amendment that falls below the national thresholds for the procurement of services referred to in Annex E and the EU thresholds for concessions and does not affect the general nature of the contract.

The value of the change referred to in paragraph 2 (2) and (3) shall not exceed 50% of the value of the original contract. If the changes referred to in subsection 2 (2) or (3) are repeated in succession, each change is assessed as independent. The purpose of such changes shall not be to circumvent the provisions of this Act.

The value of the change referred to in subsection 2 (5) shall be less than 10% of the value of the original service or supply contract or service concession and 15% of the value of the original works contract or concession contract. If the changes referred to in subsection 2 (5) are multiplied successively, the value is estimated on the basis of the cumulative net value of successive changes.

The price checked for the calculation of the price referred to in paragraphs 3 and 4 is the reference value when the contract contains an index clause.

Furthermore, Section 137 of that same Act states:

In addition to what has been agreed in the contract, the contracting entity may denounce the contract immediately if:

1) an essential change referred in section 136 subsection 1. has been made;

2) the supplier has been subject to one of the mandatory exclusion criteria provided in section 80 at the time of the conclusion of the contract; or

	<p>3) the contract could not have been concluded with the supplier since the Court of Justice of the European Union, in the procedure under Article 258 of the Treaty on the Functioning of the European Union, found that the contracting entity seriously infringed the obligations under the EU Treaties and the Procurement Directive.</p>
<p>A change in the risk allocation of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 136 of the Act on Public Contracts and Concessions states: Contracts or framework agreements may not be substantially altered during the term of the contract, in the case of service procurements or concessions in excess of the EU thresholds or national thresholds, without the new procurement procedure under this Act. At least the change is essential if:</p> <ul style="list-style-type: none"> (1) the amendment introduces conditions which, if they were originally covered by the procurement procedure, would have allowed candidates other than initial candidates to participate in the procedure or acceptance of a bid other than the one originally approved or who would have introduced more participants in the procurement procedure; (2) the contract or framework agreement becomes economically more favorable to the contractor after the change in a manner not determined by the original contract or framework agreement; (3) the amendment significantly extends the scope of the agreement or framework agreement; (4) the contractor with whom the contracting entity has initially concluded the contract shall be replaced by a new contractual partner. <p>Notwithstanding subsection 1., a contract or a framework agreement may be amended without a new procurement procedure if:</p> <ul style="list-style-type: none"> (1) it is based on contract terms and conditions, known or unknown in the contract documents, irrespective of their financial value and conditions, which are clear, precise and unambiguous and do not alter the general nature of the contract or framework agreement; (2) the original contractor is required to carry out additional work or services or extra supplies not included in the original contract and if the contractual partner is not possible for economic or technical reasons and would cause significant harm or significant overlap of costs with the contracting entity; (3) the need for change derives from circumstances which the diligent contracting entity could not foresee and the change does not affect the general nature of the contract; (4) the original contractual partner is replaced by a new contractual partner by an unambiguous contract amendment under paragraph 1 or the status of the original contractor is transferred, wholly or in part, to another supplier who meets the originally established qualitative fitness requirements as a result of restructuring, acquisitions, mergers and control changes or insolvency other substantial changes to the agreement and does not seek to circumvent this law; (5) this is a modest contract amendment that falls below the national thresholds for the procurement of services referred to in Annex E and the EU thresholds for concessions and does not affect the general nature of the contract.

	<p>The value of the change referred to in paragraph 2 (2) and (3) shall not exceed 50% of the value of the original contract. If the changes referred to in subsection 2 (2) or (3) are repeated in succession, each change is assessed as independent. The purpose of such changes shall not be to circumvent the provisions of this Act.</p> <p>The value of the change referred to in subsection 2 (5) shall be less than 10% of the value of the original service or supply contract or service concession and 15% of the value of the original works contract or concession contract. If the changes referred to in subsection 2 (5) are multiplied successively, the value is estimated on the basis of the cumulative net value of successive changes.</p> <p>The price checked for the calculation of the price referred to in paragraphs 3 and 4 is the reference value when the contract contains an index clause.</p> <p>Furthermore, Section 137 of that same Act states: In addition to what has been agreed in the contract, the contracting entity may denounce the contract immediately if:</p> <ol style="list-style-type: none"> 1) an essential change referred in section 136 subsection 1. has been made; 2) the supplier has been subject to one of the mandatory exclusion criteria provided in section 80 at the time of the conclusion of the contract; or 3) the contract could not have been concluded with the supplier since the Court of Justice of the European Union, in the procedure under Article 258 of the Treaty on the Functioning of the European Union, found that the contracting entity seriously infringed the obligations under the EU Treaties and the Procurement Directive.
<p>A change in the financial and/or economic balance of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 136 of the Act on Public Contracts and Concessions states: Contracts or framework agreements may not be substantially altered during the term of the contract, in the case of service procurements or concessions in excess of the EU thresholds or national thresholds, without the new procurement procedure under this Act. At least the change is essential if:</p> <ol style="list-style-type: none"> (1) the amendment introduces conditions which, if they were originally covered by the procurement procedure, would have allowed candidates other than initial candidates to participate in the procedure or acceptance of a bid other than the one originally approved or who would have introduced more participants in the procurement procedure; (2) the contract or framework agreement becomes economically more favorable to the contractor after the change in a manner not determined by the original contract or framework agreement; (3) the amendment significantly extends the scope of the agreement or framework agreement; (4) the contractor with whom the contracting entity has initially concluded the contract shall be replaced by a new contractual partner. <p>Notwithstanding subsection 1., a contract or a framework agreement may be amended without a new procurement procedure if:</p> <ol style="list-style-type: none"> (1) it is based on contract terms and conditions, known or unknown in the contract documents, irrespective of their financial value and conditions, which

	<p>are clear, precise and unambiguous and do not alter the general nature of the contract or framework agreement;</p> <p>(2) the original contractor is required to carry out additional work or services or extra supplies not included in the original contract and if the contractual partner is not possible for economic or technical reasons and would cause significant harm or significant overlap of costs with the contracting entity;</p> <p>3) the need for change derives from circumstances which the diligent contracting entity could not foresee and the change does not affect the general nature of the contract;</p> <p>(4) the original contractual partner is replaced by a new contractual partner by a unambiguous contract amendment under paragraph 1 or the status of the original contractor is transferred, wholly or in part, to another supplier who meets the originally established qualitative fitness requirements as a result of restructuring, acquisitions, mergers and control changes or insolvency other substantial changes to the agreement and does not seek to circumvent this law;</p> <p>5) this is a modest contract amendment that falls below the national thresholds for the procurement of services referred to in Annex E and the EU thresholds for concessions and does not affect the general nature of the contract.</p> <p>The value of the change referred to in paragraph 2 (2) and (3) shall not exceed 50% of the value of the original contract. If the changes referred to in subsection 2 (2) or (3) are repeated in succession, each change is assessed as independent. The purpose of such changes shall not be to circumvent the provisions of this Act.</p> <p>The value of the change referred to in subsection 2 (5) shall be less than 10% of the value of the original service or supply contract or service concession and 15% of the value of the original works contract or concession contract. If the changes referred to in subsection 2 (5) are multiplied successively, the value is estimated on the basis of the cumulative net value of successive changes.</p> <p>The price checked for the calculation of the price referred to in paragraphs 3 and 4 is the reference value when the contract contains an index clause.</p> <p>Furthermore, Section 137 of that same act states: In addition to what has been agreed in the contract, the contracting entity may denounce the contract immediately if:</p> <ol style="list-style-type: none"> 1) an essential change referred to in section 136 subsection 1. has been made; 2) the supplier has been subject to one of the mandatory exclusion criteria provided in section 80 at the time of the conclusion of the contract; or 3) the contract could not have been concluded with the supplier since the Court of Justice of the European Union, in the procedure under Article 258 of the Treaty on the Functioning of the European Union, found that the contracting entity seriously infringed the obligations under the EU Treaties and the Procurement Directive.
A change in the duration of the contract.	Yes
If yes, please provide the relevant	No regulatory basis

legal/regulatory/standard contractual provisions (if any):	
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 136 of the Act on Public Contracts and Concessions: The value of the change referred to in subsection 2 (5) shall be less than 10% of the value of the original service or supply contract or service concession and 15% of the value of the original works contract or concession contract. If the changes referred in subsection 2 (5) are multiplied successively, the value is estimated on the basis of the cumulative net value of successive changes.
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 136 of the Act on Public Contracts and Concessions states that the contract can be modified without the need for a new procedure if: 3) the need for change derives from circumstances which the diligent contracting entity could not foresee and the change does not affect the general nature of the contract.
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Section 77 of the Act on Public Contracts and Concessions: The contracting entity may require tenderers to indicate in their tender what part of the contracts is intended to subcontract to third parties and the proposed subcontractors. Such notification is without prejudice to the principal provider's liability for the execution of the contract.</p> <p>In the case of construction works and service contracts to be carried out in premises under the immediate control of the contracting entity, the contracting entity shall, at the beginning of the award of the contract, requires the selected tenderer to notify the names, contact details and legal representatives of subcontractors involved in the works or services, if known at that time. During the period of validity of the contract, the selected tenderer must also make changes to such subcontractors as well as changes to the above mentioned information.</p> <p>The contracting entity may extend the notification obligation referred in paragraph 2:</p> <p>1) for contracts other than those referred in subsection 2; mixed 2) further into the subcontracting chain.</p> <p>In the works and services procurements as well as in the assembly and installation work relating to the supply of goods, the contracting entity may require that the provider or group member himself to implement certain critical tasks.</p>
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	Yes
If yes, please specify:	No regulatory basis
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes

Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	Finland is a Member of the New York Convention and of ICSID
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	The Arbitration Act 967/1992, § 43-45
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	The Arbitration Act 967/1992, § 51-55. Furthermore, Finland is a Member of the New York Convention.
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Finland is a Member of the New York Convention and of ICSID
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	Yes

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Act on Public Contracts and Concessions, section 137 defines grounds for termination of the contract. In addition, typically used PPP contracts may include clauses regulating the possibility to terminate the contract based on, for example, event of default. However, it must be noted that there are no official standardized PPP contracts available.
51.1. If yes, does the regulatory framework	Yes

(including standard contractual clauses) establish the consequences for the termination of the PPP contract?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
Unsolicited Proposals	
34. Are unsolicited proposals in Finland: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	Contracting authorities shall not accept unsolicited proposals, as contracts falling within the scope of the Act on Public Contracts and Concessions shall be put out to tender by publishing contract notice, according to the provisions of Act on Public Contracts and Concessions. Thus, the contracting authority should publish contract notice and the economic operator in question should submit new documents which comply with the terms of the contract notice.
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the	n/a

<p>procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	n/a
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	n/a
<p>Please elaborate and provide examples:</p>	n/a
<p>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</p>	n/a
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	n/a
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>and the time in calendar days:</p>	n/a
<p>39.1 Does the procuring authority use any of the following incentive</p>	n/a

mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a