

Helsinki, 12 /01/2015

### **CLARIFICATION 3**

#### **Open call for tenders ECHA/2014/344**

#### **Multiple Framework Contract for the provision of interim staff to ECHA**

##### **Question 3.1**

Could you clarify your answer below?

**Annex 4.2.4 Financial Offer Form:** The prices are requested to be given as in Daily Rates. Should we consider that it means 8 hours per day?

##### **Answer 2.3**

We refer to Corrigendum II, through which the relevant section of the Specifications was clarified. The normal working day is 7.5 hours (with a maximum of 8 hours), in compliance with the Finnish legislation and the collective agreement.

We understood that ECHA´s answer means that interims are working 7,5 hour a day. "Tenderer x" is willing to change interims´ working hour from 7,5h to 8 hour when it is in compliance with the Finnish legislation and our collective agreement in the future (Collective Agreement for the Personnel Services Sector). We will give our daily price for 7,5 hours (not 8 hours) in our offer. Could you add to the contract that if the collective agreement or Finnish legislation changes the supplier is allowed to change daily rate as much as the expenses increase? If "Tenderer x" is chosen to be one of the ECHA´s supplier, "Tenderer x" cannot continue cooperation if working hours change from 7,5 to 8 hours and we are not allowed to change our daily rate.

##### **Answer 3.1**

ECHA confirms that the normal working day is 7.5 hours and that the proposed daily rate in the Financial offer refers to a working day of 7.5 hours.

In case in the future the duration of the normal working day would increase through a change in the Finnish legislation /collective agreement, the Contractors will not be expected to provide the longer working day at the rate mentioned in the Financial offer.

**ECHA**