PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages		
C	2.1 Pricing assumptions	2		
C	2.2 The price schedule	[•]		

C2.1 Pricing assumptions

1. How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	 The amount due is the Price for each lump sum item in the Price Schedule which the Supplier has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate, plus other amounts to be paid to the Supplier, less amounts to be paid by or retained from the Supplier. Any tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

3. Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule;*
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the price schedule

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the *price* schedule

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the price schedule

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ITEM 1				
1.0	PRELIMINARIES AND GENERAL				
1.1	Entry Medicals	Once Off	6		
1.2	Exit Medicals	Once Off	6		
1.3	PPE (Once per Year)	Once/Year	6		
1.4	Security / Police Clearance certification	Once Off	6		
1.5	Safety File	Once Off	1		
1.6	Travelling (On-site Training by 2 x Technicians for 2 days)	Km	480		
	Sub-total (P&Gs) carried to Summary				
2.0	ITEM 2				
2.1	SUPPLY, INSTALLATION AND COMMISSIONING OF (ICP-OES) INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROSCOPY (ONCE-OFF)				
2.1.1	ICP-OES,(Benchtop), Wavelength rage - Full wavelength with charge coupled device detector, Argon Consumption - 9L/min, Start up - 10 min from power on, Plasma - Dual view, Monochromator - Double monochromator optical system, Detector - Charge Coupled Device Photon Detector, RF Generator - 40MHz, free-running solid-state adjustable from 1000-1500 watts, Safety Interlocks - Automated, Plasma Ignition and extinction - Computer-controlled pump, Peristaltic pump - 4-channelled, computer-controlled pump	No	1		

ESKOM HOLDINGS SOC Ltd SUPPLY, INSTALLATION AND COMMISSIONING OF ICPOES, PARTICLE SIZER.

2.2	ICP CHILLER			
2.2.1	ICP Chiller, Pump pressure - 3.8-6.9 bar, Pump Flow - 13.2 litres per minute, Cooling Capacity @ 20°C, 2650 watt on 50Hz, 2900 watts on 60Hz, Temperature controller - Microprocessor-based, Sound measurements @ 1 meter away - 65 dBA (full load), 62 dBA (No load), Electrical requirements - 50Hz :240 Volts, 60Hz :230 Volts, including compressor	No	1	
2.3	AUTOSAMPLER			
2.3.1	Autosampler, 3 rack, dual rinse, 60 position rack	No	1	
2.4	WORKSTATION WITH MONITOR			
2.4.1	Computer tower, 32 GB memory, with 3.0 USB hub, network card Computer Monitor - LCD monitor 24 inches, 16:9 aspect ratio and UPS (Uninterrupted Power Supply) System	No	1	
2.5	SOFTWARE			
2.5.1	ICP-OES Software Package including licenses	No	1	
2.6	CONSUMABLES			
2.6.1	Solution Kit for ICP-OES	No	1	
2.6.2	Chiller Coolant Mix	No	1	
2.7	<u>SPARES</u>			
2.7.1	Nebulizer	No	2	
2.7.2	Torch (Including Injector)	No	2	
2.7.3	Spray Chamber	No	1	
2.7.4	Peristaltic pump tubes	No	10	
2.8	SHIPPING AND DELIVERY			
2.8.1	Shipping and Delivery to site	No	1	
2.9	INSTALLATION, COMMISSIONING			
2.9.1	Installation according to manufacturers specification. Commissioning and calibration of equipment (1 x Engineer and 1 x Technician for a duration of 2 days).	No	1	
2.10	TRAINING			
2.10.1	End-User on-site training on use of equipment and software including training certification (1 x Technician for a duration of 2 days)	No	1	
	Total Supply, Installation and Commissioning of ICO-OES (Once-Off)			

PART C2: PRICING DATA

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ITEM 3				
3					
3.1	SUPPLY, INSTALLATION AND COMMISSIONING OF PARTICLE SIZE ANALYSER (ONCE-OFF)				
3.1.1	Partical Size Analysers, Number of Lasers - 2, Liquid dispersion technique - 2 peristaltic pumps, ultrasound generator & stirrer, Warm up time - 1 minute, Measuring principal - Laser diffraction, Repeatability - better than ± 1% based on certified reference material, Accuracy - better than ± 3% based on certified reference material, Measurement duration - < 1 min, Ambient temperature range - 15-30°C, Humidity - 35-80 non-condensing	No	1		
3.2	WORKSTATION WITH MONITOR				
3.2.1	Computer tower, 32 GB memory, with 3.0 USB hub and network card, Computer Monitor - LCD monitor 24 inches, 16:9 aspect ratio or similar workstation	No	1		
3.3	SOFTWARE				
3.3.1	Particle Size Analyser Software Package including licenses	No	1		
3.4	CONSUMABLES				
3.4.1	Water Filter Kit	No	1		
3.4.2	Vacuum Cleaner (For Collection of measured powder samples at the end of the air jet stream)	No	1		
3.4.3	Air Dryer with air filter unit	No	1		
3.4.4	Particle Size Standard PS415 (10-100µm)	No	5		
3.5	SHIPPING AND DELIVERY				
3.5.1	Shipping and Delivery to site	No	1		
3.6	INSTALLATION AND COMMISSIONING				
3.6.1	Installation according to manufacturers specification. Commissioning and calibration of equipment (1 x Engineer and 1 x Technician for a duration of 2 days).	No	1		
3.7	TRAINING				
3.7.1	End-User on-site training on use of equipment and software including training certification (1 x Technician for a duration of 2 days)	No	1		

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	Total Supply, Installation and Commissioning of Particle Size Analyser (Once-Off)		
	FINAL SUMMARY		
ITEM 1	PRELIMINARIES & GENERAL		
ITEM 2	SUPPLY, INSTALLATION AND COMMISSIONING OF ICP-OES (ONCE- OFF)		
ITEM 3	SUPPLY, INSTALLATION AND COMMISSIONING OF PARTICLE SIZE ANALYSER (ONCE-OFF)		
	- Final Summary Total		