

PART 2: PRICING DATA

TSC3 Option A

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C2.1	Pricing assumptions: Option A	1
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C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link operations shown in his plan to items shown in the Price List.
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

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	<ul style="list-style-type: none"> ○ To be fenced with steel palisade and gate and painted with Eskom colour (blue). TO BE PROPERTY OF THE EMPLOYER AT THE END OF THE CONTRACT. 				
2.	Transport: 22 Seater bus (including monthly running costs e.g. fuel, toll – budget costs) homework home transport.	Monthly	36		
3.	Consumables, tools & other: <ul style="list-style-type: none"> • Laptop computers (02 for the Site Manager and the Site Safety Officer) • Printing machine with all the accessories • Brooms • Brushes • Rags • Buckets • Feather dusters • Shovels • Wheelbarrows • Harnesses • Other specify 	Yearly	03		
4.	SAFETY REQUIREMENTS: <ul style="list-style-type: none"> • Hard hats with chin strap • Gloves (leather) • PIONEER SAFETY industrial protective cover-all with hood and elasticized knit cuffs (TO BE WORN ALL THE TIME IN THE PLANT) • Gloves (PVC) • Navy blue flame retardant acid resistant overalls with a visible company logo and reflective strips for jacket and trouser (02 pairs per person) • BOVA type safety boots with steel toe cap • Safety goggles • Hearing protection - 3M™ Peltor™ Optime™ 98 Cap-Mount Earmuffs, hearing conservation H9P3E 10 EA/case • 3M™ HALF FACE MASK (6000 SERIES) with the following spec: re-usable half face mask offers lightweight comfort and ease of use, economical, low-maintenance, simple to handle and extremely lightweight reusable half face respirator, head harness cradle suspension is designed for a comfortable fit, low profile design minimises interference with field of view. • Gum boots (01 pair of boots per person for the duration of the contract) • Navy-blue flame-retardant acid resistant WARM WINTER JACKET with a visible 	Yearly	03		

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	<p>company logo and reflective strips (01 jacket per person for the duration of the contract)</p> <ul style="list-style-type: none"> Navy blue rain suites 02 piece-LEO navy colour rainwear 2 piece suite with reflective strips for bottom and top(01 pair rain suit per person for the duration of the contract) 3M code: 2091 particulate filter for P100 respirator 3M 6000 series Site safety statutory provisions (includes) <ul style="list-style-type: none"> Health and safety file. Health & safety plan. Full medicals Safety Training 				
5.	Site Contract Manager (normal working hours)	Hr.	6228		
7.	Site Safety Officer (normal working hours)		6228		
8.	Site Safety Officer (Emergency overtime calculated at 1.5 the hourly rate on as and when required basis).	Hr.	236,25		
9.	Site Safety Officer (Double time for Sundays and public holidays on as and when required basis).	Hr.	60		
10.	Shift Supervisors (working 12 hour shift cycle)	Hr.	25920		
11.	Shift Supervisors (public holidays calculated at double time the hourly rate)	Hr.	1872		
12.	General workers - Shift working (working 12 hour shift cycle)	Hr.	648000		
13.	General workers - Shift working (public holidays calculated at double time the hourly rate)	Hr.	46800		
14.	Bobcat (Skid steer loader) Operator (As and when required)	Hr	40		
15.	Bobcat (Skid steer loader) . (As and when required)	Hr	40		

TOTAL OF THE PRICES

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COAL PLANT CLEANING AND LASHING SERVICE AT ARNOT POWER STATION FOR A PERIOD OF 36 MONTHS**THE CONTRACTOR TO PLEASE NOTE OF THE FOLLOWING:**

- **All the rates and prices will be assumed to be fully inclusive of everything necessary (such as correct labour rates, full pay for public holidays for non-shift workers, any allowances, any bonuses, accommodation, etc.) in order to provide the service as described at the time of entering into this contract.**
- The *Contractor* is obliged to meet the monthly cost obligations including the payment of salaries for the site staff and equipment and that no work stoppages will happen due to insufficient funds.
- **ALL SITE SUPERVISORS, SITE OFFICER, SITE GENERAL CLERK AND SITE MANAGER TO BE TRAINED ON BASIC CONTRACT MANAGEMENT AND NEC3 TSC WITHIN THE FIRST 03 MONTHS OF THE APPOINTMENT DATE AT THE CONTRACTOR'S COST. THERE AFTER CLAUSE X17.1 NUMBER 2 WILL APPLY WITH IMMEDIATE EFFECT.**
- Employees will be paid according to the number of hours worked, using Arnot Power Station main security gate clocking system which will be drawn at Security Department every Monday by the Site General Clerk and submitted to the *Employer* for time capturing in order to avoid delays during assessment.
- All equipment will be paid according to the number of hours worked – **USING THE EQUIPMENT CLOCKING SYSTEM AND THE CONTRACTOR'S VERY CLEAR FULLY COMPLETED LOGBOOKS** to accompany the site staff working hours records.
- All planned overtime (weekends, stay-on and public holidays) to be pre-approved by the *Employer's* rep. before work can commence otherwise it will not be paid by the *Employer* and all call-out to be signed by the Shift Manager on duty and records to be kept for time capturing.
- Pro-rata will be used in case where any equipment was not on site for the whole monthly, **A VERY CLEAR FULLY COMPLETED LOGBOOKS** to accompany the security gate clocking system for time capturing in order to avoid delays during assessment.
- Where quantities are not mentioned for PPE, consumables and tools, the *Contractor* will determine by itself.
- Invoices will be paid according to the services rendered where a proof of PPE issued, detailed assessment, vehicle check-sheet, etc. to accompany the assessment, not according to the contract value.
- **THE LAST ASSESSMENT CAN ONLY BE PAID AFTER THE EMPLOYER HAS IDENTIFIED DEFECTS FOR RENOVATIONS** of the office and storeroom buildings i.e., paint inside the walls, fix all the air-conditioners, fix the broken cupboards, fix the broken tables and chairs, fix the broken doors with their handles, fix the building floors, and fix any other defect that may be found in the buildings. All this work to commence at least 04 weeks before the contract expiry date.
- All PPE with visible company logo to be issued no later than 07 working days after awarding of the contract.
- The *Contractor* will follow Arnot Power Station's working hours where working conditions must comply with the labour laws. The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.

Part 2

U1 to U6 live bunkers rope lashing access (as and when required). The team to have 3 level 1 technicians, 3 level 2 technicians and 6 level 3 technicians.

The rates and prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description : Level 1 rope access technician	Unit	Quantity	Rate	Price
1.2	Rope Access Technicians Normal working hours	hr	4730		
1.4	Public holidays/ sundays calculated at double time – 12 hr. shift for Rope Access Technicians inclusive all allowances and rates:		325		
Item no.	Description level 2 rope access technician	Unit	Quantity	Rate	Price
1.2	Rope Access Technicians Normal working hours	hr	4442		
1.4	Public holidays/ sundays calculated at double time – 12 hr. shift for Rope Access Technicians inclusive all allowances and rates:	hr	895		
Item no.	Description level 3 rope access technician	Unit	Quantity	Rate	Price
1.2	Rope Access Technicians Normal working hours	hr	1633		
1.4	Public holidays/ sundays calculated at double time – 12 hr. shift for Rope Access Technicians inclusive all allowances and rates:	hr	425		

The total of the Prices

PLEASE NOTE OF THE FOLLOWING

The Contractor is obliged to meet the monthly cost obligations including the payment of salaries for the site staff and equipment and that no work stoppages will happen due to insufficient funds.

☑ The service provider will determine all quantities by itself in cases where they are not mentioned for PPE, consumables and tools etc. using the C3 1 TSC3 Employers Service Information.

☑ **ALL THE RATES AND PRICES WILL BE ASSUMED TO BE FULLY INCLUSIVE OF EVERYTHING NECESSARY (SUCH AS CORRECT LABOUR RATES, ANY ALLOWANCES, ANY BONUSES, ANNUAL AND SICK LEAVE, ETC.) TO PROVIDE THE SERVICE AS DESCRIBED AT THE TIME OF ENTERING INTO THIS CONTRACT.**

☑ Pro-rata will be used during assessment for **ROPE LASHING SERVICES** i.e. the number of hours worked will be divided by 160 hours.

☑ Pro-rata will be used in case where the 22 Seater bus was not on site for the whole monthly, a CLEAR LOG BOOK to accompany the timesheets all the time during assessment.

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- ☒ Invoices will be paid according to the number of hours worked **ONLY** not according to the contract or order number value this means that signed timesheets to accompany the invoice.
- ☒ Proof of PPE, safety harnesses issued tools, consumables and etc. issued with dates and signatures to accompany the invoice.
- ☒ EACH SHIFT TO HAVE A FIRST AIDER REP AND A SHE REP.
- ☒ All the Lashers working as general workers to be trained as Lashers within the 01st 06 months of the contract start date. Proof of copies for training to be submitted to the *Employer* immediately.
- ☒ All the Site Supervisors, Site Safety Officer and the Site Manager to be authorised on ORHVS Gen Module 1, permit risk assessment to complete doc, arc flash protection and confined space entry training that will allow them to take permits during lashing and accessing the HV boards. Training will be given at Operating Training and be done at Arnot Power Station at Eskom's training cost. ***The Contractor ensures all are authorised within (06) six months of the contract start date.***
- ☒ THE LAST ASSESSMENT CAN ONLY BE PAID AFTER THE EMPLOYER HAS IDENTIFIED DEFECTS FOR RENOVATIONS of the offices and storeroom buildings i.e. paint inside the walls, fix all the air-conditioners, fix the broken cupboards, fix the broken tables and chairs, fix the broken doors with their handles, fix the building floors, and fix any other defect that may be found in the buildings. All this work to commence at least 04 weeks before the contract expiry date.
- ☒ All PPE with visible company logo to be issued no later than 14 working days after awarding of the contract.
- ☒ All the Site Supervisors, Site Safety Officer and the Site Manager to always have NEC3 TSC contract management competency which will be at the cost of the *Contractor*.

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ESTIMATED NUMBER OF PEOPLE AND EQUIPMENT NEEDED FOR THE DURATION OF THE CONTRACT POSITION	NUMBER OF PEOPLE	FREQUENCY
Site Manager	01	Daily (working normal 08 hours)
Site Safety Officer	01	Daily (working normal 08 hours)
Site Supervisors	04	Daily (working 12 hour shift)
Lashers – working as cleaners	80	Daily (working 12 hour shift)
Additional Cleaners (as and when required)	20 (<i>charged on flat rate</i>)	As and when required by the <i>Employer</i> via task order (<i>working 12 hour shift</i>)
Level 1 rope access Technicians	03	As and when required by the Employer via task order (<i>working 12 hour shift</i>)
Level 2 rope access Technicians	03	As and when required by the Employer via task order (<i>working 12 hour shift</i>)
Level 3 rope access Technicians	<u>06</u>	As and when required by the Employer via task order (<i>working 12 hour shift</i>)
Bobcat (Skid steer loader) Operator	<u>01</u>	As and when required
Bobcat (Skid steer loader)	<u>01</u>	As and when required