

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

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.

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.

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.

C2.2 the *price list*

PRICE LIST 1 – GARDEN MAINTENANCE

Item nr	Description	Unit M ² / each/	Estimated Quantity/ M ² /M/each	Estimated Frequency (mowing cuts) P/A	Rate Per square meter/M/Each P/M	Total Price P/A
1	Entrance Road	M ²	250000M ²	19		
2	Conference centre and surrounding	M ²	50000M ²	4		
3	Open veld grass (cut and remove grass clippings, and make a bale)	M ²	250000M ²	4		
4	Kopanong Hall and surrounding	M ²	5000M ²	19		
5	Entrance Road to Ash dump offices	M ²	1000M ²	12		
6	North Road	M ²	130000M ²	19		
7	Ash Dump Offices and surrounding	M ²	1500M ²	12		
8	North of Transport and surrounding areas, including embankment	M ²	5000M ²	19		
9	Simulator/ Park homes and surroundings	M ²	10000M ²	19		
10	In & around Coal Stock Yard, between stockpile, coal stock offices including areas to back gate entrance.	M ²	7500M ²	12		
11	Canteen and surroundings, including embankment	M ²	12000M ²	19		
12	Medical Centre/and surrounding areas, including tuckshop and ambulance offices	M ²	5000M ²	19		
13	South Units and surroundings, including sand blasting area and parking area	M ²	15000M ²	19		
14	North Units and surrounding areas	M ²	15000M ²	19		
15	Ring Road	M ²	29000M ²	12		
16	South of Transport and surrounding areas	M ²	15000M ²	19		

17	Front of stores and surroundings	M ²	1000M ²	12		
18	Platter shop/ soccer field and surroundings, including embankment	M ²	10250M ²	12		
19	South of Horticulture and surroundings	M ²	15000M ²	12		
20	North of Horticulture and surroundings including embankment	M ²	1000M ²	12		
21	Fire Station and surrounding areas	M ²	1000M ²	12		
22	Mogolo Building & surrounding	M ²	40000M ²	14		
23	Raw water dam & surrounding, including embankment	M ²	16000M ²	12		
24	Clean & Dirty Dam & surrounding areas	M ²	2500M ²	12		
25	Open space around ash conditioning tank	M ²	1000M ²	12		
26	Thinning out, flowerbeds maintenance	M ²	3000M ²	12		
27	Tree felling (Less than 60cm in diameter, remove garden waste)	Each	10	1		
28	Tree felling (between 60cm - 100cm in diameter, remove garden waste)	Each	10	1		
29	Tree felling (between 100cm – 150cm in diameter, remove garden waste)	Each	5	1		
30	Embankment	M ²	150000M ²	8		
31	Irrigation Pump Station Site	M ²	10000M ²	8		
32	Cynodon (kukuyo)	M ²	30000M ²	6		
33	Fire Training Centre and Surrounding	M ²	7500M ²	8		
34	Hedge Maintenance	M ²	2000M ²	4		
35	Supply, deliver and plant seasonal annual seedlings (six per pack), and put compost, fertilizer and cut worm bait, and maintain the flower bed	Each	100	2		
36	Pruning of Trees (remove garden waste to a legal dumping site)	Each	200	2		

37	Fire break maintenance, ploughing along the sensitive areas to prevent fire. (cut grass and remove grass clipping and make bail)	M ²	300000M ²	1		
38	Supply, Deliver and Plant of indigenous trees in a 50cm container	Each	50	1		
39	Supply and deliver indoor plants in a 35cm container	Each	10	1		
40	Supply and deliver indoor plants in a 40cm container	Each	10	1		
41	Supply and deliver indoor plants in a 20cm container	Each	20	1		
42	Supply and deliver indoor plants in a 30cm container	Each	10	1		
43	ABB Building	M ²	750M ²	8		
44	Crossover Plant	M ²	1500M ²	8		
45	Soccer Field (next to Kopanong hall)	M ²	40000M ²	8		
46	Indoor Plant Maintenance	Each	50	12		
47	Cooling Towers 1 - 6	M ²	50000M ²	8		
48	The total value for Health and Safety	Each	1	1		
49	Site Establishment	Each	1	1		
50	Site De-establishment	Each	1	1		

The total of the Prices

Contractor:.....
Print name.....
Signature.....
Date

PRICE LIST 2 – RESOURCES/MANPOWER - NORMAL HOURS (AS AND WHEN REQUIRED)

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Site Supervisor/Foreman	Hr	1	
2	Horticulturist (National diploma)	Hr	1	
3	Safety Office	Hr	1	
4	Tractor drivers with authorized driver	Hr	4	
5	General Workers	Hr	10	
6	Semi Skilled (Brush Cutter operators)	Hr	15	
7	Pest Control Operator(Vegetation and noxious weed, Landscaping) Issued by Agricultural & Forestry	Hr	1	
8	Horticulturist (National diploma)	Hr	1	

PRICE LIST 3 – AS AND WHEN REQUIRED (NORMAL TIME) (RATES ONLY)

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Tractor drivers with authorized driver	Hr	1	
2	General Workers	Hr	3	
3	Semi Skilled (Brush Cutter operators)	Hr	5	
4	Pest Control Operator (Vegetation and noxious weed, Landscaping) Issued by Agricultural & Forestry	Hr	1	

Item no.	Description	Unit	Qty/. km/ month	Rate per km (R)	Total per Month (R)	Total for 60 Months (R)
1	LDV Double Cabs x2 - On site - 2400 per bakkie	km	4800			
2	Travelling Home-Work-Home	Monthly	60 Months	N/A		
Sub Total Price Excluding VAT						

Note: Please provide a breakdown for item 2 above (Travelling Home-Work-Home)

Contractor:

.....
Print name

.....
Signature

.....
Date

HEALTH & SAFETY PRICE LIST FOR FIVE YEARS:

Item	Description	Qty	Price EA/Person	Total Price
1.	Medical (only if annual medical certificate expired)	165		
2.	Health and safety file	165		
3.	Safety Training Employees	1		
4.	Health and Safety Officer (if >40 employees)	33		
5.	Hard hats with trips (Hook on the hats itself not inside)	33		
6.	Overalls	330		
7.	Gloves	1980		
8.	Shoes (safety boots)	165		
9.	Hearing Protection	330		
10.	Safety Goggles	33		
11.	Safety harnesses (with big hooks not small hooks)	N/A		
12.	First Aid box for every 50 employees	1		
13.	Dust Mask	4950		
14.	Covid-19 Requirements (All)	165		
15.	Site Establishment	1		
16.	Site De-establishment	1		
17.	Safety life Jacket	N/A		
*18.	Training Appointed Operator – ORHVS (8 days)	N/A	Offer by Eskom	N/A
*19.	Training: Appointed Person – PSR (10 days)	N/A	Offer by Eskom	N/A
*20.	Training: Responsible Person – ORHVS and PSR (18 days)	N/A	Offer by Eskom	N/A
*21.	Training: Authorised supervisor – PSR (2.5 days)	N/A	Offer by Eskom	N/A
	Total Value for Health and Safety for One Year			
	TOTAL VALUE FOR HEALTH AND SAFETY FOR 5 YEARS			

The above prices excludes VAT

* Training:

1. Includes Manual, Assessment Documents, Theoretical Training, Practical Training & Panel Test.
2. Receipt must be provided to the Instructor as proof of payment before training will commence.
3. Payments to be made to the Finance Department, Kendal Power Station. GL Account 750400 / CC 311407

It is compulsory for the Contractor to visit Kendal Safety Department after contract award and before any work may commence to:

1. be appointed in writing, and
2. sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing.

Contractor:

.....
Print name

.....
Signature

.....
Date

	Summary	Amount
1	Garden Maintenance	
2	Manpower Resources	
3	Health and Safety	
4	Transport	
	TOTAL AMOUNT	

- The above mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this works for the duration of the contract.
- Contractor must make own provision for accommodation, consumables, meals, bonuses, annual leaves, maternity and paternity leaves and other related leaves etc, it must be incorporated into the above price list rates.

CONTRACTOR:.....
PRINT NAME.....
SIGNATURE.....
DATE

ESKOM

ESCALATION (CPA)

Fixed prices/rates are preferred for the full contractual period. However, should the tenderers be unable to offer fixed prices/rates for full contractual period of 5 (five) years, the only escalation acceptable to Eskom will be as follows:

FIXED:

FIRST YEAR

ESCALATION:

YEAR 2 TO YEAR 5

Description	Percentage (%)	Indices based on (e.g. SEIFSA)
Fixed	Minimum 15%	
TOTAL	100%	

Prices will be fixed for the first year after award of contract. Thereafter, prices will be subject to an annual increase in accordance to indices stated above. 15% of the prices will remain fixed and 85% will be subject to escalation. Base date April 2026.

Please choose **one** of the following:

PRICES/RATES FIXED FOR FULL CONTRACTUAL PERIOD? YES ☐ NO ☐

OR

PRICE/RATES SUBJECT TO ESCALATION CLAUSE ABOVE? YES ☐ NO ☐

Failure to propose indices in the above table, indices proposed by Eskom in the Invitation to Tender shall apply.

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE