

PART 2: PRICING DATA

TSC3 Option A

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C2.1 Pricing assumptions: Option A

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 - 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.

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.

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).

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.

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*

Item nr	Description	Unit	Expected Quantity per Year	Rate	Price
1	Preliminaries and General				
1.1	Site establishment (once-off)	each	1		
1.2	De-establishment (once-off)	each	1		
1.3	Health and Safety File documentation, staff medicals & PPE	annual	1		
1.4	Transport (Fixed monthly operational transport)	month	12		
1.5	Accommodation	month	12		
1.6	Safety Officer Fee (Part-time, twice a week for the duration of the contract)	month	12		
1.7	Site supervision + Pest Control Officer Fee	month	12		
2	Maintain Lawns and Gardens Short lawn maintenance (30–50mm), lawn mowing, edging, trimming, pruning, herbicide application and weed control. Frequency shifts seasonally: Bi-weekly during the growing season (September to April) and Monthly during the winter/dry season (May to August).				
2.1	Surface Building lawns – 2390 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.2	Visitor Centre lawns – 8 442 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.3	Stores & Park homes – 3 167 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.4	Water Treatment Plant lawns – 1 133 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.5	Jagersrust pavements – 4 500 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.6	Single quarters– 5 755 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.7	Post office & lodge – 17 608 m ² (Bi-weekly (growing season) / Monthly (dry season))	service cycle	20		
2.8	Annual provision of mulch and fertilisers	service cycle	1		
3	Road Verges, Access Roads, Servitudes and Tunnel Entrances Grass cutting on both sides of road verges, herbicide application, removal of encroaching vegetation and alien plants, and sweeping/cleaning/blowing of road surfaces/paved areas. Cleaning of storm water drains.				

Item nr	Description	Unit	Expected Quantity per Year	Rate	Price
3.1	Entrance Road from R74 to T-junction (Road A) - 3.3 km	month	12		
3.2	Main access road to Surface Building (Road B) - 6 km	month	12		
3.3	T-Junction to Jagersrust (Road C) - 1.5 km	month	12		
3.4	Tunnel Entrances (Tunnel 1,2,3) including Vegetation Clearing (Monthly/As and when required) - 225 m ²	month	12		
3.5	Stores access road (Road D) - 1 km	month	12		
3.6	Headrace road (Monthly/As and when required) - 0.5 km	month	12		
3.7	Infrastructure and dam roads (SH, MAT, T2&3, KB, Link yard, JWR) (Monthly/As and when required) – 1.3 km	month	12		
4	Fenced and Restricted Operational Areas (grass cutting and vegetation management) Grass cutting, alien vegetation eradication, and herbicide maintenance twice a month to keep stone-chipped, paved, and fenced perimeters permanently free of vegetation.				
4.1	1m outside the perimeter fence: Headrace 451 m ² , surge shaft 590 m ² , Jagersrust Water Reservoir 148 m ² , STP 59 m ² & Scrap Storage Area 69 m ² fence Perimeter (Monthly/ As and when required)	month	12		
4.2	Headrace (Entire footprint) (Monthly/ As and when required) – 8311 m ²	month	12		
4.3	Surge Shaft (Entire footprint) (Monthly/ As and when required) – 16 505 m ²	month	12		
4.4	Jagersrust Water Reservoir (Yard) (Monthly/ As and when required) – 1004 m ²	month	12		
4.5	1m outside the perimeter fence (both): Jagersrust Village Palisade Fence (Monthly/ As and when required) – 1102 m ²	month	12		
5	Stone chipped areas Grass cutting, alien vegetation eradication, and herbicide maintenance twice a month to keep stone-chipped, paved areas permanently free of vegetation.				
5.1	Headrace (Inner fenced area) (Monthly/ As and when required) – 5077 m ²	month	12		
5.2	Surge Shaft (Inner fenced area) (Monthly/ As and when required) – 6318 m ²	month	12		
5.3	Scrap Storage Area (Yard) (Monthly/ As and when required) – 233 m ²	month	12		
5.4	STP (Yard) (Monthly/ As and when required) – 160 m ²	month	12		

Item nr	Description	Unit	Expected Quantity per Year	Rate	Price
6	Critical infrastructure Critical infrastructure clearance zones maintained free of tall grass, shrubs, and weeds for infrastructure protection and fire risk mitigation.				
6.1	2m wide Walkway/Path leading from the Surface Building/Station to the Fire Reservoir/Diesel Generator Deluge Dam and 5m radius around the Reservoir - 541 m²	month	12		
6.2	Pole Mounted Transformers – 150 m²	month	12		
6.3	Kilburn Dam TV Repeater – 681 m²	month	12		
6.4	Air Intake Structures – 110 m²	month	12		
6.5	Station Air Intake – 100 m²	month	12		
6.6	Lift Shaft Ventilation – 100 m²	month	12		
6.7	Breaker & Link Yard – 90 m²	month	12		
6.8	Main Water Supply Valve – 100 m²	month	12		
6.9	Boreholes & access paths - 600 m²	month	12		
6.10	Temporary Supply Area – 200 m²	month	12		
6.11	Access Paths to Springs – 200 m²	month	12		
7	Monthly and Weekly Routine Work				
7.1	Water and maintain indoor & outdoor plants (once a week)	week	52		
7.2	Remove refuse from bins (Plant, stores, VC, MAT, parking) (twice a week)	week	104		
7.3	Remove general waste and garden refuse at Jagersrust twice a week (only outside Eskom residents)	week	104		
7.4	General cleaning and maintenance of roads, walkways, paved, parking areas (weekly)	week	52		
7.5	Record and report water meter readings for all applicable facilities (monthly)	month	12		
8	Additional / Ad-Hoc Services (As & When required)				
8.1	Irrigation services (all landscaped areas)	service cycle	12		
8.2	Unblock stormwater drains (additional requirements during rainy seasons)	service cycle	4		
8.3	Establish new flower beds per 25m² (soil prep, planting)	service cycle	4		
8.4	Supply & plant indigenous trees (3 per year)	each	3		

Item nr	Description	Unit	Expected Quantity per Year	Rate	Price
8.5	Excavate trenches for maintenance works - 1 km, depth 3m, width 1m	service cycle	6		
8.6	Grass cutting, tree pruning, mowing and weeds removal of vacant house yards	each	12		

The total of the Prices

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The total of the Prices for 5 Years

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