PART 2: PRICING DATA

TSC3 Option A

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

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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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.

APPENDIX A: PRICING DATA

.

C2 Price List

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Bill no 1 – General Preliminary ALL work to be done by the Appointed Contractor including Safety Compliance Services and emergency response Eskom is an ISO 9001, 18001 registered company and requires from the contractor to adhere to these				
1.1	To provide Eskom with a Safety File as required and to maintain the fire protection systems throughout the contract period as contemplated.				
1.1.1	**Ncora**				
1.1.1.1	• Year 1	Ea	1		
1.1.1.2	• Year 2	Ea	1		
1.1.1.3	• Year 3	Ea	1		
1.1.1.4	• Year 4	Ea	1		
1.1.1.5	• Year 5	Ea	1		
1.1.2	**Mbashe**				
1.1.2.1	• Year 1	Ea	1		
1.1.2.2	• Year 2	Ea	1		
1.1.2.3	• Year 3	Ea	1		
1.1.2.4	• Year 4	Ea	1		
1.1.2.5	• Year 5	Ea	1		
1.1.3	**First Falls**				
1.1.3.1	• Year 1	Ea	1		
1.1.3.2	• Year 2	Ea	1		
1.1.3.3	• Year 3	Ea	1		
1.1.3.4	• Year 4	Ea	1		
1.1.3.5	• Year 5	Ea	1		
1.1.4	**Second Falls**				
1.1.4.1	• Year 1	Ea	1		
1.1.4.2	• Year 2	Ea	1		

1.1.4.3	• Year 3	Ea	1		
1.1.4.4	• Year 4	Ea	1		
1.1.4.5	• Year 5	Ea	1		
1.1.5	**Zimbane Offices**				
1.1.5.1	• Year 1	Ea	1		
1.1.5.2	• Year 2	Ea	1		
1.1.5.3	• Year 3	Ea	1		
1.1.5.4	• Year 4	Ea	1		
1.1.5.5	• Year 5	Ea	1		
1.2	Provide contract employees with appropriate Personal Protective Equipment.	Sum	1		
1.3	The Contractor shall compile a file, in duplicate and in electronic format (as described) which shall be kept up to-date throughout the contract period and one physical and one electronic copy returned when the contract period has expired.	Sum	1		
Total Bill 1					

Bill 2: <u>Yearly</u> maintenance manual fire protection systems (Ncora):

Item nr	Description	Unit	Expected Quantity	Rate	Price for Year 1	Total for 60 months
2	Yearly Maintenance intervals For the maintenance of manual fire protection systems inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
2.1	Fire Extinguishers	Ea	26			
Total Bill 2						

Bill 3: <u>Yearly</u> maintenance manual fire protection systems (Mbashe):

Item nr	Description	Unit	Expected Quantity	Rate	Price for Year 1	Total for 60 months
3	Yearly Maintenance intervals For the maintenance of manual fire protection systems inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
3.1	Fire Extinguishers	Ea	50			
Total Bill 3						

Bill 4: Yearly maintenance manual fire protection systems (Second Falls):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
4	Yearly Maintenance intervals For the maintenance of manual fire protection systems inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
4.1	Fire Extinguishers	Ea	26			
Total Bill 4						

Bill 5: Yearly maintenance manual fire protection systems (Eskom Zimbane Offices & First Falls):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
5	Yearly Maintenance intervals For the maintenance of manual fire protection systems inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
5.1	Fire Extinguishers (Zimbane Offices)	Ea	17			
5.2.	Fire Extinguishers (First falls)	Ea	18			
Total Bill 5						

Bill 6: 5-Yearly extended maintenance, overhaul and pressure testing of fire extinguishers (Ncora):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
6	5-Yearly Extended Maintenance, Overhaul and Hydrostatic Pressure Test intervals For the extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers and hose reels inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
6.1	Fire Extinguishers	Ea	26			
Total Bill 6						

Bill 7: 5-Yearly extended maintenance, overhaul and pressure testing of fire extinguishers (Mbashe):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
7	5-Yearly Extended Maintenance, Overhaul and Hydrostatic Pressure Test intervals For the extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers and hose reels inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
7.1	Fire Extinguishers	Ea	50			
Total Bill 7						

Bill 8: 5-Yearly extended maintenance, overhaul and pressure testing of fire extinguishers (Second Falls):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
8	5-Yearly Extended Maintenance, Overhaul and Hydrostatic Pressure Test intervals For the extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers and hose reels inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
8.1	Fire Extinguishers	Ea	26			
Total Bill 8						

Bill 9: 5-Yearly extended maintenance, overhaul and pressure testing of fire extinguishers (Eskom Zimbane Offices & First Falls):						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
9	5-Yearly Extended Maintenance, Overhaul and Hydrostatic Pressure Test intervals For the extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers and hose reels inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
9.1	Fire Extinguishers (Zimbane Offices)	Ea	17			
9.2	Fire Extinguishers (First Falls)	Ea	18			
Total Bill 9						

Bill 10: <u>ReactiveMaintenance</u>							
Bill 10.1: Disposal of Fire Equipment:							
Item nr	**Description**	**Unit**	**Expected Quantity**	**Days**	**Rate**	**Price for Year 1**	**Total for 60 months**
10.1	Disposal of Fire Equipment intervals For the Disposal of Fire Equipment Intervals inclusive of all supervision, labour, accommodation, living out allowance and traveling costs:						
10.1.1	Transport of Materials	Ea	1				
10.1.2	Technician	Ea	1				
10.1.3	Semi-Skilled	Ea	1				
10.1.5	Accommodation	Ea	2	2			
10.1.6	Living Out Allowance	Ea	2	2			
10.1.7	Travelling Cost	km					
Total Bill 10.1							

Bill 10.2: Reconditioning, pressure testing and refilling of fire extinguishers:						
Item nr	**Description**	**Unit**	**Expected Quantity**	**Rate**	**Price for Year 1**	**Total for 60 months**
10.2	Reconditioning, pressure testing and refilling intervals For the reconditioning, pressure testing and recharging of fire extinguishers inclusive of all supervision, labour, accommodation, living out allowance and traveling costs of:					
10.2.1	Fire Extinguishers	Ea	15			
10.2.2	Transport of materials	km				
Total Bill 10.2						

Bill 10.3: Undefined Spares:							
10.3 . Undefined Spares For the Supply of Undefined Spares Intervals inclusive of all materials and delivery costs:							
							Rate
10.3.1	Transport of Materials	km					
10.3.2	Spares	%					
Total Bill 10.3							

Bill 10.4: Call Outs / Defects:							
Item nr	**Description**	**Unit**	**Expected Quantity**	**Days**	**Rate**	**Price for Year 1**	**Total for 60 months**
10.4	Call Outs and Defects intervals For Call Outs and Defects Intervals for labour, accommodation, living out allowance and travelling costs:						
10.4.1	Technician	Ea	1	5			
10.4.2	Semi-skilled	Ea	1	5			
10.4.3	Accommodation	Ea	2	5			
10.4.4	Living Out Allowance	Ea	2	5			
10.4.5	Travelling Cost	km					
Total Bill 10.4							

SUMMARY

Item Nr	Description	Price
1	Bill No 1 - Preliminary	
2	Bill No 2 – Yearly maintenance of manual fire protection systems (Ncora)	
3	Bill No 3– Yearly maintenance of manual fire protection systems (Mbashe)	
4	Bill No 4 – Yearly maintenance of manual fire protection systems (Second Falls)	
5	Bill No 5 – Yearly maintenance of manual fire protection systems (Eskom Zimbane Offices & First Falls).	
6	Bill No 6 – 5-Yearly extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers (Ncora)	
7	Bill No 7 – 5-Yearly extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers (Mbashe)	
8	Bill No 8 – 5-Yearly extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers (Second Falls)	
9	Bill No 9 – 5-Yearly extended maintenance, overhaul and hydrostatic pressure testing of fire extinguishers (Eskom Zimbane Offices & First Falls)	
10	**Reactive Maintenance**	
10.1	Bill No 10.1– Disposal of Fire Equipment	
10.2	Bill No 10.2 – Reconditioning, pressure testing and refilling of fire extinguishers	
10.3	Bill No 10.3 – Undefined Spares	
10.4	Bill No 10.4 – Call Outs / Defects	
	The total of the Prices	