

PART 2: PRICING DATA

TSC3 Option A

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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*

Pricelist no 1: Provision of hygiene services at Kendal Power Station

Item no	Description per Item	Frequency	Months	Unit price	Total price
1	Consumables & chemicals	Monthly	60		
2	Collect, Empty, Maintain Transport and Dispose Sanitary waste	Monthly	60		
3	Deep Cleaning, Sanitization & Disinfecting	Monthly	60		
4	Health and safety including PPE	Yearly	5		
	Total Price Excluding VAT				

Note:

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this work.

Contractor:_____
PRINT NAME AND SURNAME_____
SIGNATURE_____
DATE

Pricelist 2: Resources

Item no	Description per Item	Unit	Est no of workers	Est months/ys /Hrs per worker	Rate per hour (per worker), months/ years	Total price for 5 years
Scheduled Activities						
1	Supervisor- Mon to Fri	Hour	3	10380		
2	Cleaners - Mon to Fri	Hour	34	10380		
3	Supervisors - Saturday	Hour	1	2133		
4	Cleaners - Saturday	Hour	10	2133		
5	Supervisor - Sun & P/H	Hour	1	2467		
6	Cleaners- Sunday & Pub Holiday	Hour	10	2467		
8	Cleaners- shift hours (flat rate)	Hour	6	10380		
9	Health & safety officer	Hour	1	2400		
10	Transport for Workers	k/m	1	60		
	Total Price Excluding VAT					

Note:

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this work.

Contractor:_____
PRINT NAME AND SURNAME_____
SIGNATURE_____
DATE

Pricelist 3: Preliminaries and General

Item no	Description per Item	Unit	Years	QTY	Rate (Per Year)	Total Price
1	Health and Safety File- once off	EA		1.00		
2	Medicals- Yearly	Sum	5	44.00		
3	Fingerprint (Security clearance)-Yearly	Sum	5	44.00		
Sub Total Excluding VAT						
HEALTH AND SAFETY BREAKDOWN (ISSUED TWICE A YEAR)						
<u>HEALTH AND SAFETY</u>						
<u>Health and Safety Price List - First Year</u>						
Item no	Description per Item	Unit	QTY	Rate (Per Year)	Total Price	
1	Safety Training	EA	44			
2	Hard hats- chain straps	EA	44			
3	Overalls	EA	44			
4	Shoes (safety boots)	EA	44			
5	Hearing protection	EA	44			
6	Disposable Overalls	EA	44			
7	Safety goggles	EA	44			
8	Gumboots	EA	44			
9	First Aid Box	EA	1			
10	Dust Musk (FFP2/FFP3)	EA	44			

Note:

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this work.

Contractor:_____
PRINT NAME AND SURNAME_____
SIGNATURE_____
DATE

	HEALTH AND SAFETY BREAKDOWN (ISSUED TWICE A YEAR)					
	<u>HEALTH AND SAFETY</u>					
	Health and Safety Price List - First Year					
Item no	Description per Item	Unit	QTY	Rate (Per Year)	Total Price	
11	Rain suits	EA	44			
12	Covids-19 requirements (Refer to the document covid 19 attached)	EA	1			
13	Special underwear-only cotton (RPs only)	EA	44			
14	Winter jackets	EA	44			
	Total Value for Health and Safety - First Year					

Comment

The supplier should transfer the total amount from the Health and Safety Breakdown to Pricelist 1, Item No. 4.

Note:

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this work.

Contractor:_____
PRINT NAME AND SURNAME_____
SIGNATURE_____
DATE

ESCALATION

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 5 years, the only escalation acceptable to Eskom will be as follows:

FIXED:

YEAR 1: PRICES WILL BE 15% FIXED.

ESCALATION:

YEAR 2-5- PRICES WILL ESCALATE AS PER INDICES BELOW

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

Prices will be fixed for the first year. 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 **October 2026**.

Please choose **one** of the following:

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

OR

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

Contractor:

PRINT NAME AND SURNAME

SIGNATURE

DATE