PART 2: PRICING DATA

PSC3 Option A

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Option A is a lump sum form of contract where the work to be done is broken down into well defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(18)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(15)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(14)).

2. Function of the Activity Schedule

The Activity Schedule is only a pricing document. Clause 53.1 in Option A states: “Information in the Activity Schedule is not Scope”. Specifications and descriptions of the service or any constraints on how it is to be done are included in the Scope and per Clause 21.1, “The *Consultant* Provides the Services in accordance with the Scope” and therefore not in accordance with the Activity Schedule.

3. Link to the programme

Clause 31.4 states that “The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering consultant will develop a high level programme first then resource each activity on the programme and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4. Preparing the activity schedule

Generally it is the tendering consultant who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be sufficient to determine exactly what work is included within it and to know when it has been completed.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Consultant* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Consultant:*

- Has taken account of the guidance given in the PSC3 Guidance Notes;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which he submits for acceptance by the *Employer*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant*

estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

5. Expenses

Expenses are not included in the *activity schedule* items and are assessed separately at each assessment date, unless an additional condition of contract (Z clause) is included which requires that expenses be included within activity Prices and not paid separately.

Expenses associated with employing a staff member in Providing the Services are listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the activity schedule prices or *staff rates*.

Rate adjustment for inflation of *expenses* is explained in the PSC3 Guidance Notes.

6. Staff rates

When a compensation event occurs changes to the affected Activity Schedule item or new priced items in the Activity Schedule are assessed as the actual Time Charge for work already done and the forecast Time Charge for work not yet done. (See clause 63.1 and 63.14 in Option A)

The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract. (Clause 11.2(13))

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes and Flow Charts before entering *staff rates* into Contract Data, or in C2.2 below.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 in the PSC3 Guidance Notes.

C2.2 the *activity schedule*

Use this page as a cover page to the *Consultant's activity schedule* or include here in this format:

Item No.	**Programme Reference**	**Activity description**	**Price (excl VAT)**
		Structural Inspections for:	
1		Boiler House (Steel structure, 18 000m2, 5 levels, maximum height = 60m), including internal buildings.	
2		Turbine House (Steel structure, 9900m2, 2 levels, maximum height = 30m), including internal buildings and offices.	
3		Precipitator Structures (12x structures) 2 per unit	
4		North and South Smokestack including platform (152m height)	
5		East and West Coal Staithes (LxBxH = 250x15x20m)	
6		All Conveyor Belt structures (7x independent structures totalling (xkm)	
7		Cooling Towers 1-6 with all associated infrastructure (including ponds, drift eliminator structures, inlet and outlet structures) (5 x towers)	
8		Water Treatment Plant Structures (building, clarifiers x 2, flocculation tank)	
9		Effluent Plant Structures (Size)	
10		Reverse Osmosis Plant (including 2x clarifiers and 1x clear water tank)	
11		2x Stores building and yards (1600m2 and 4600m2)	
12		Hazardous waste yard with associated infrastructure (drains, sumps etc.)	
13		Electrical and Mechanical Workshop (2600m2)	
14		Boiler Makers Workshop (950m2)	
15		Main Building (3 levels with flat roof, 800m2 plan area)	
16		Security Building and traffic entrance covering structure	
17		Intake House at Vaal Dam	
18		High lift Pump House at Vaal Dam	
19		Vaal Dam Clarifiers	
20		Station roads (5km)	

21		Entire drainage system including storm water catchments and channels, manholes, sumps, and culverts	
22		Lower Ash Water Return Dam Pumphouse	
23		Cooling Water (CW) Pumphouse	
24		Weighbridges (2 x Incoming and 2 x Outgoing)	
25		Rail In loading Structure	
		Total of the Prices	

Section 2 – Provision of Designs, BOQs, SOW (Provisional)

Item no.	Description	Unit	QTY	Rate	Total Price
	Professional Fees				
1	Contract Lead Engineer (Expert) Structural	Hrs	60		
2	Senior Engineer (PrEng) Structural	Hrs	120		
3	Civil Engineer	Hrs	240		
4	Draughtsman	Hrs	360		

Section 3 – Construction Monitoring (Provisional)

Item no.	Description	Unit	QTY	Rate	Total Price
	Professional Fees				
1	Contract Lead Engineer (Expert) Structural	Hrs	96		
2	Senior Engineer (PrEng) Structural	Hrs	480		
3	Civil Engineer	Hrs	1440		
4	Draughtsman	Hrs	48		

Section 4 – Other Costs

Item no.	Description	Unit	QTY	Rate	Total Price
1	Assist any Candidate Engineers of the Employer to work towards ECSA Professional Registration within the contract period.	Sum	1		
2	SHEQ Requirements	Sum	1		
3	Disbursements (Travel)	Sum	1		
4	Equipment	Sum	1		
5	Expenses (Documentation)	Sum	1		

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

Remember to state whether the *staff rates* and *expenses* exclude or include VAT.

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per hour excluding VAT
	Contract Lead Engineer	
	Senior Engineer (Structural)	
	Civil Engineer	
	Draughtsman	

The *expenses* are:

No.	Expense item	Amount / rate excluding VAT
	Travelling	
	SHEQ requirements	
	Printing and Documentation	
	Equipment (drone)	