

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>	6

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 - MANPOWER (FIXED MONTHLY COST)

Item no.	Description	Unit	Qty ppl	Hour s/ mont h	Qty. Months	Rate per Hour (R)	Total per Month per Person (R)	Total Price 60 Months (R)
1	Site Manager	Monthly	1	168	60			
2	Safety Officer	Monthly	1	168	60			
3	Site Administrator	Monthly	1	168	60			
4	Supervisors	Monthly	2	168	60			
5	General Workers	Monthly	120	168	60			
6	Operator (Vacuum truck)	Monthly	2	168	60			
7	Operator (Bobcat)	Monthly	4	168	60			
8	Operator (Front end Loader)	Monthly	1	168	60			
9	Operator (10 Cube Tipper Truck)	Monthly	3	168	60			
10	Operator (Road Sweeper)	Monthly	1	168	60			
Sub Total Price Excluding VAT								

PRICE LIST 2 – OVERTIME HOURLY RATES (SATURDAY AND AFTER HOURS @ 1.5x (RATES ONLY)

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Site Manager	Hr	1	
2	Safety Officer	Hr	1	
3	Supervisor	Hr	1	
4	General Workers	Hr	36	
5	Operator (Vacuum truck)	Hr	1	
6	Operator (Bobcat)	Hr	1	
7	Operator (Front end Loader)	Hr	1	
8	Operator (10 Cube Tipper Truck)	Hr	1	
9	Operator (Road Sweeper)	Hr	1	

Contractor:

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 Print name

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 Signature

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 Date

PRICE LIST 3 – OVERTIME HOURLY RATES (SUNDAY AND PUBLIC HOLIDAY @ 2.0x(RATES ONLY))

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Site Manager	Hr	1	
2	Safety Officer	Hr	1	
3	Supervisor	Hr	1	
4	General Workers	Hr	36	
5	Operator (Vacuum truck)	Hr	1	
6	Operator (Bobcat)	Hr	1	
7	Operator (Front end Loader)	Hr	1	
8	Operator (10 Cube Tipper Truck)	Hr	1	
9	Operator (Road Sweeper)	Hr	1	

PRICE LIST 4 – EQUIPMENT

Item no.	Description	Unit	Qty. tools	Hrs per month	Est. month	Rate per Hour (R)	Total per Month(R)	Total for 60 Months (R)
1	Vacuum Truck	Hr	2	168	60			
2	Bob Cats	Hr	4	168	60			
3	Front end loader	Hr	1	168	60			
4	10 Cube Tipper Truck	Hr	3	168	60			
5	Road Sweeper	Hr	1	168	60			
Sub Total Price Excluding VAT								

PRICE LIST 5 - EQUIPMENT AS AND WHEN REQUIRED (RATES ONLY)

Item no.	Description	Unit	Qty	Rate per Hour (R)
1	Vacuum Trucks	Hr	1	
2	10 Cube Trucks	Hr	2	
3	Skid Steer	Hr	2	
4	Road Sweeper	Hr	1	

Contractor:

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 Print name

.....
 Signature

.....
 Date

PRICE LIST 6- RESOURCES/MANPOWER - NORMAL HOURS (AS AND WHEN REQUIRED) RATE ONLY

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Supervisor	Hr	1	
2	General Workers	Hr	12	
3	Operator (Road sweeper)	Hr	1	
4	Operators (VT)	Hr	2	
5	Operators (SS)	Hr	4	
6	Operators (10CT)	Hr	4	

PRICE LIST 7 - RESOURCES/MANPOWER - AFTER HOURS & SATURDAY (AS AND WHEN REQUIRED) RATE ONLY

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Supervisor	Hr	1	
2	General Workers	Hr	12	
3	Operator (Road sweeper)	Hr	1	
4	Operators (VT)	Hr	2	
5	Operators (SS)	Hr	4	
6	Operators (10CT)	Hr	4	

PRICE LIST 8- RESOURCES/MANPOWER - SUNDAY & PUBLIC HOLIDAYS (AS AND WHEN REQUIRED) RATE ONLY

Item no.	Description	Unit	Qty ppl	Rate per Hour (R)
1	Supervisor	Hr	1	
2	General Workers	Hr	12	
3	Operator (Road sweeper))	Hr	1	
4	Operators (VT)	Hr	2	
5	Operators (SS)	Hr	4	
6	Operators (10CT)	Hr	4	

Contractor:

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Print name

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Signature

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Date

PRICE LIST 9 - PRELIMINARY & GENERAL - FIXED CHARGE ITEMS

Item no.	Description	Unit	Qty	Est. /years	Rate per Year (R)	Total Price (R)
1	Site Establishment (Office Container, Storage and ablution with changing rooms, dinning area)	Sum	1			
2	Site De-establishment	Sum	1			
3	Tools - (Attach breakdown)	Sum	1			
4	Health and Safety File - once off	Each	1			
5	Medicals - Yearly	Sum	136	5		
6	Security clearance (Fingerprint) -Yearly	Sum	136	5		
7	Health & Safety - Derived from Health & Safety Breakdown Section	Sum	1	5		
Sub Total Price Excluding VAT						

Note: Insert total amount from the health and safety list in item no.7 column 6

PRICE LIST 10 – TRANSPORT

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	N/A		
Sub Total Price Excluding VAT						

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

- 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:

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Print name

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Signature

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Date

HEALTH AND SAFETY

Health & Safety Price List breakdown for one year

Item	Description	Qty P/1 Year	Price ea/ person	Total price
1	Safety Training	136		
2	Hard hats- chain straps	136		
3	Overalls - (Minimum of 2 overalls per year)	136		
4	General purpose gloves	136		
5	Shoes (Safety boots)	136		
6	Hearing protection	136		
7	Safety goggles	136		
8	Gumboots	136		
9	First Aid box	1		
10	Dust mask (FFP2/FFP3)	136		
11	Rain suits	136		
12	Covid-19 requirements (Refer to the document Covid 19 attached)	136		
13	Thermal Suit	136		
14	Special underwear – only cotton (for RPs only)	136		
15	Arc Flash Suit (Category 2)	136		
16	Winter jackets	136		
*17	Training:Appointed Operator - ORHVS (8 days)	N/A	Offered by Eskom	N/A
*18	Training:Appointed Person - PSR (10 days)	N/A	Offered by Eskom	N/A
*19	Training:Responsible Person - ORHVS & PSR (18 days)	N/A	Offered by Eskom	N/A
*20	Training: Authorised Supervisor - PSR (2.5 days)	N/A	Offered by Eskom	N/A
Total Value for Health and Safety for One Year		1		

Note: - This document needs to be completed with reference to Eskom Personal Protective Equipment (PPE) mandatory requirements.

- The total amount from the Health and Safety list must be carried over to Pricelist No. 09 Item No. 7, column 6 (Rate per Year)

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:

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Print name

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Signature

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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:

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PRINT NAME

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SIGNATURE

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DATE