

## 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>         | [•]         |

## 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:

|                                     |      |  |
|-------------------------------------|------|--|
| <b>Identified and defined terms</b> | 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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• 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.</li></ul> |
|                                     |      | (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: Yearly, uninterrupted load testing during normal working hours

| Item nr | Description                   | Unit | Expected Quantity |
|---------|-------------------------------|------|-------------------|
| 1       | 100/32T CRANE                 | EA   | 2                 |
| 2       | 40/16T CRANE                  | EA   | 1                 |
| 3       | 40T CRANE                     | EA   | 1                 |
| 4       | 30T ELECTRICAL HOIST          | EA   | 1                 |
| 5       | 20T ELECTRICAL HOIST          | EA   | 3                 |
| 6       | 10T CRANE                     | EA   | 3                 |
| 7       | 10T ELECTRICAL HOIST          | EA   | 4                 |
| 8       | 10T ELECTRICAL CHAIN BLOCK    | EA   | 4                 |
| 9       | 10T PORTABLE ELECTRICAL HOIST | EA   | 4                 |
| 10      | 8T CRANE                      | EA   | 1                 |
| 11      | 5T CRANE                      | EA   | 9                 |
| 12      | 5T ELECTRICAL CHAIN BLOCK     | EA   | 8                 |
| 13      | 5T ELECTRICAL HOIST           | EA   | 2                 |
| 14      | 3.2T ELECTRICAL HOIST         | EA   | 6                 |

|                  |           |       |
|------------------|-----------|-------|
| <b>Supplier:</b> |           |       |
| .....            | .....     | ..... |
| Print Name       | Signature | Date  |

| Item nr | Description                  | Unit | Expected Quantity |
|---------|------------------------------|------|-------------------|
| 15      | 3T ELECTRICAL HOIST          | EA   | 3                 |
| 16      | 3T ELECTRICAL CHAINBLOCK     | EA   | 2                 |
| 17      | 2.5T ELECTRICAL HOIST        | EA   | 2                 |
| 18      | 2.5T ELECTRICAL CHAINBLOCK   | EA   | 1                 |
| 19      | 2T CRANE                     | EA   | 1                 |
| 20      | 2T ELECTRICAL HOIST          | EA   | 6                 |
| 21      | 2T ELECTRICAL CHAINBLOCK     | EA   | 4                 |
| 22      | 2T PORTABLE ELECTRICAL HOIST | EA   | 2                 |
| 23      | 1.5T ELECTRICAL HOIST        | EA   | 3                 |
| 24      | 1T ELECTRICAL HOIST          | EA   | 1                 |
| 25      | 1T ELECTRICAL CHAINBLOCK     | EA   | 2                 |

Note:

- The above-mentioned tendered prices are exclusive of Value Added Tax and CPA, but include all other costs related to this works.
- The rates and prices entered for each item includes everything and other things necessary to complete the work
- Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing

|                  |           |       |
|------------------|-----------|-------|
| <b>Supplier:</b> |           |       |
| .....            | .....     | ..... |
| Print Name       | Signature | Date  |

**PRICE LIST 2: "As and when required" load testing during normal working hours**

| Item nr | Description                | Unit  | Expected Quantity |
|---------|----------------------------|-------|-------------------|
| 1       | LMI TECHNICIAN             | Hours | 400               |
| 2       | ASSISTANT TECHNICIAN       | Hours | 800               |
| 3       | TRANSPORT (100km per trip) | Trips | 50                |

Note:

- The above-mentioned tendered prices are exclusive of Value Added Tax and CPA, but include all other costs related to this works.
- The rates and prices entered for each item includes everything and other things necessary to complete the work
- Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing.

|                  |           |       |
|------------------|-----------|-------|
| <b>Supplier:</b> |           |       |
| .....            | .....     | ..... |
| Print Name       | Signature | Date  |

**ESKOM**

**KENDAL POWER STATION**

**RATE SCHEDULE FOR ANY COMPENSATION EVENT CALCULATIONS**

**Price List**

Rates Schedule to apply on an “as and when required basis” for any maintenance work outside the scope of this contract and for any compensation event calculations.

| Item | Description          | Base Rate per Hour<br>Normal Time<br>(Excl. Profit & Overheads) | Rate per hour<br>Normal time<br>(Base rate<br>Incl. Profit & Overheads) | Rate per hour<br>Overtime & Saturday<br>(Base rate times 1.5) | Rate per hour<br>Sundays & Public Holidays<br>(Base rate times 2) |
|------|----------------------|---|---|---|---|
| 1    | LMI TECHNICIAN       |   |   |   |   |
| 2    | ASSISTANT TECHNICIAN |   |   |   |   |

**NOTE:**

- The above mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this works.
- Contractor must make own provision for accommodation, consumables, meals, bonuses etc, it must be incorporated into the above price list rates

## Price List

### HEALTH AND SAFETY

| Item | Description  | Qty | Each Price     | Total Price |
|------|--|-----|----------------|-------------|
| 1    | Medicals (only if annual medical certificate expired)        |     |                |             |
| 2    | Health and Safety File                                       | 1   |                |             |
| 3    | Safety Training employees                                    |     |                |             |
| 4    | Health and Safety Officer (if >40 employees)                 |     |                |             |
| 5    | Hard hats with strips (Hooked on the hats itself not inside) |     |                |             |
| 6    | Overalls   |     |                |             |
| 7    | Gloves   |     |                |             |
| 8    | Shoes (Safety boots)   |     |                |             |
| 9    | Hearing protection   |     |                |             |
| 10   | Safety goggles   |     |                |             |
| 11   | Safety harnesses (with big hooks not small hooks)            |     |                |             |
| 12   | First Aid box for every 50 employees                         |     |                |             |
| 13   | Dust mask  |     |                |             |
| 14   | Site Establishment   |     |                |             |
| 15   | Site De-establishment  |     |                |             |
| 16   | Surgical Mask (3 Ply)  |     |                |             |
| 17   | Sanitizer  |     |                |             |
| 18   | Thermal Suit   | N/A |                |             |
| *19  | Special underwear – only cotton                              | N/A |                |             |
| *20  | Flash Suit   |     |                |             |
| *21  | Training: Appointed Operator - ORHVS (8 days)                | N/A | Offer by Eskom | N/A         |
| *22  | Training: Appointed Person - PSR (10 days)                   | N/A | Offer by Eskom | N/A         |
| *23  | Training: Responsible Person - ORHVS & PSR (18 days)         | N/A | Offer by Eskom | N/A         |
| *24  | Training: Authorised Supervisor - PSR (2.5 days)             | N/A | Offer by Eskom | N/A         |

Note:

- The above-mentioned tendered prices are exclusive of Value Added Tax and CPA, but include all other costs related to this works.
- The rates and prices entered for each item includes everything and other things necessary to complete the work
- Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing.

|                        |           |      |
|------------------------|-----------|------|
| <b>Suppliers:</b>      |           |      |
| PRINT NAME AND SURNAME | SIGNATURE | DATE |

## ESCALATION - CPA

The only escalation clause acceptable to Eskom will be as follows:

### FIXED:

**YEAR 1:** 01/10/2022- 30/09/2023

### ESCALATION:

**YEAR 2:** 01/07/2024 – 30/09/2025

**YEAR 3:** 01/10/2025 – 30/09/2026

**YEAR 4:** 01/10/2026 – 30/09/2027

**YEAR 5:** 01/10/2027 – 30/09/2028

| Description  | Percentage (%) | Indices based on (e.g. Seifsa) |
|--------------|----------------|--------------------------------|
| Fixed        | Minimum 15%    |                                |
|              |                |                                |
|              |                |                                |
|              |                |                                |
| <b>TOTAL</b> | <b>100%</b>    |                                |

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 **January 2024**.

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

**Supplier:**

|                     |                    |               |
|---------------------|--------------------|---------------|
| .....<br>Print Name | .....<br>Signature | .....<br>Date |
|---------------------|--------------------|---------------|