PART 2: PRICING DATA

TSC3 Option A

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C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	**[●]**

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 *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.

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*

PROJECT: CLEANING AND REMOVAL OF HAZARDOUS WASTE FOR CHEMICAL SERVICES PLANT AT KUSILE POWER STATION ON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (5) YEARS.

Item No	Description	Unit	Qty	Rate	Amount
1	**Preliminary & General**				
1.1	**Health and Safety Requirements**				
1.1.1	Safety file	Once Off	1		
1.1.2	PPE	Per Person	20		
1.1.3	Medicals - Entry	Per Person	20		
1.1.4	Medicals - Exit	Per Person	20		
1.1.5	Security Clearance Certification	Per Person	20		
1.1.6	Training (Confide space)	Per Person	20		
1.1.7	Training (Basic Spillage inclusive of mock spillage training)	Per Person	20		
1.2	**SPECIAL Personal Protective Equipment:**				
1.2.1	Wader	Each	180		
1.2.2	Tyvec Suit	Each	300		
1.2.3	FFP2 Dust Mask (20 in a box)	Box	30		
1.2.4	Rain Suit	Each	200		
1.2.5	Face Shield	Each	120		
1.2.6	Body Harness	Each	400		
1.2.7	Life Jacket	Each	300		
1.2.8	Ski Rope 30m	Each	45		
1.2.9	Rags per 5kg	Each	40		
1.3	**Transportation**				
1.3.1	Site Bakkie (4x2 Single Cab Bakkie) (1 Off)	Per Day	70		
1.3.2	4 Tonner (1 Off)	Per Day	70		
1.3.3	Vacuum truck per hour without labour (1 Off)	Per Day	70		
1.3.4	10 Tonner (1 Off)	Per Day	70		
1.3.5	Home-Work-Home - 14 Seater (1 Off)	Per Day	70		
	Total Item 1 (Preliminaries and General) carried to Summary:				
2	**Resources**				
2.1	**Normal Hours**				
2.1.1	Project Manager (1 Off)	Hours	560		
2.1.2	Supervisor (1 Off)	Hours	560		
2.1.3	Assistant (1 Off)	Hours	560		
2.1.4	Safety Officer (1 Off)	Hours	560		
2.1.5	Skilled Labour (8 Off)	Hours	4480		
2.1.6	Driver (For 14 Bus Seater) (1 Off)	Hours	560		
	Total for Normal Hours:				
2.2	**Normal Overtime and Saturday**				
2.2.1	Project Manager (1 Off)	Hours	280		
2.2.2	Supervisor (1 Off)	Hours	280		
2.2.3	Assistant (1 Off)	Hours	280		
2.2.4	Safety Officer (1 Off)	Hours	280		
2.2.5	Skilled Labour (8 Off)	Hours	2240		
2.2.6	Driver (For 14 Bus Seater) (1 Off)	Hours	280		
	Total for Normal Overtime and Saturday:				
2.3	**Overtime - Sundays and Public Holidays**				
2.3.1	Project Manager (1 Off)	Hours	140		
2.3.2	Supervisor (1 Off)	Hours	140		
2.3.3	Assistant (1 Off)	Hours	140		
2.3.4	Safety Officer (1 Off)	Hours	140		
2.3.5	Skilled Labour (8 Off)	Hours	1120		
2.3.6	Driver (For 14 Bus Seater) (1 Off)	Hours	140		
	Total for Overtime - Sundays and Public Holidays:				
3	**CONTAINMENT,CLEANING AND REHABILITATION EQUIPMENT**				
3.1.1	Cold Water HP	Per Day	30		
3.1.2	Hot Water HP	Per Day	30		
3.1.3	3" Wilden Pump	Per Day	30		
3.1.4	3" Water Pump	Per Day	30		
3.1.5	3" Petroleum Hosw	Per Day	45		
3.1.6	Madodo Pump	Per Day	30		
3.1.7	Canoe	Per Day	15		
3.1.8	5.5 KVA Generator Petrol	Per Day	15		
3.1.9	5.5 KVA Generator Petrol	Per Day	15		
3.1.10	Extensio Cord 30m roll	Per Day	45		
3.1.11	500l Fire Unit	Per Day	30		
3.1.12	Weir Skimmer	Per Day	15		
3.1.13	190 CFM Compressor	Per Day	30		
3.1.14	20M Airhose	Per Day	30		
3.1.15	Rotovator	Per Day	10		
3.1.16	Flood Lights	Per day	30		
	Total for Containtment, Cleaning and Rehanilitation Equipment:				
4	**MATERIALS**				
4.1.1	Bioremediation products 50 L	Each	10		
4.1.2	Micoremediation	Each	200		
4.1.3	Remediation agent liquid (Bio Blue)	Each	30		
4.1.4	Hydrocarbon Absorbent 15KG	Each	120		
4.1.5	Hydrocarbon Absorbent 30KG	Each	15		
4.1.6	Hand Tools	Per Day	30		
4.1.7	Pup Sprayer 5L Manual	Each	50		
4.1.8	Drip Tray Steel Small	Per Day	30		
4.1.9	Drip Tray Steel Big	Per Day	30		
4.1.10	Drip Tray Plastic Small	Per Day	30		
4.1.11	Drip Tray Plastic Big	Per Day	30		
4.1.12	Absorbent booms Hazmat 2 meter	Each	50		
4.1.13	Absorbent booms Hazmat 4 meter	Each	30		
4.1.14	Absorbent booms oil 2 meter (4 Bag)	Each	30		
4.1.15	Absorbent booms oil 4 meter (2 Bag)	Each	30		
4.1.16	Degreaser PSD1000 25L	Each	70		
4.1.17	Degreaser Solve It 25L	Each	40		
4.1.18	Jerry Can Petrol 20L	Each	40		
4.1.19	Jerry Can Diesel 20L	Each	40		
4.1.20	Barrier Tape	Each	20		
4.1.21	Flocculant	Per bag	20		
4.1.22	Gas Monitor	Per Day	15		
	Total for Material:				
5	**STORAGE CONTAINERS**				
5.1.1	210L Steel Close top drum	Per day	30		
5.1.2	210L Steel Open top drum	Per day	30		
5.1.3	500L water tanker	Per day	30		
5.1.4	1000L Flow bin	Per day	30		
5.1.5	Jojo tank 5 000L	Per day	30		
5.1.6	Jojo Tank 10 000L	Per Day	30		
5.1.7	Drum Funnel	Per day	40		
5.1.8	Skip Bins 6m3	Per day	30		
5.1.9	Bulk Bags	Each	100		
5.1.10	Sand Bags	Each	100		
5.1.11	Plastic sheeting 30m x 4m x 150 micron	Each	5		
5.1.12	Plastic sheeting 30m x 6m x 150 micron	Each	30		
5.1.13	Recovery Bag and cable tie	Each	1200		
5.1.14	Permanent Booms 10 meter	Each	30		
	Total for Storage Containers:				
6	**EQUIPMENT AS AND WHEN REQUIRED**				
6.1.1	Oil spill Boat	Per Day	5		
6.1.2	30KL Road tanker per day	Per Day	1		
6.1.3	34 Ton Side Tipper truck	Per Day	10		
6.1.4	TLB per day	Per Day	5		
6.1.5	TLB site establishment	Once Off	1		
6.1.6	TLB De-establishment	Once Off	1		
6.1.7	Bobcat	Per day	5		
6.1.8	Bobcat site establishment	Once Off	1		
6.1.9	Bobcat De-establishment	Once Off	1		
6.1.10	10 Cube Tipper truck	Per Day	5		
	Sub-total for Equipment as and when required:				
7	**DISPOSAL SERVICES**				
7.1.1	Disposal solid waste oil and water	Per Ton	50		
7.1.2	Disposal soil contaminated with hydrocarbons waste (solid)	Per Ton	120		
7.1.3	Disposal of hydrocarbon luqiud waste	Per Ton	350		
7.1.4	Disposal of chemical waste per ton	Per Ton	50		
7.1.5	Disposal of mxed chemical waste	Per Ton	20		
7.1.6	Disposal ash contaminated with hydrocarbons	Per Ton	100		
7.1.7	Disposal sewer waste per ton	Per Ton	100		
7.1.8	Disposal of sludge waste	Per Ton	150		
	Total for Disposal Services:				
				TOTAL AMOUNT EXCL VAT	

The total of the Prices