

PART 2: PRICING DATA
ECC3 Option A

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C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

Clause 31.4 states that "The *Contractor* 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 contractor will develop a high level programme first then resource each activity 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 contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

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 his *activity schedule* and be priced accordingly.

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

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- 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 his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works 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 activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* 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 *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Unit	Unit Price	Total Price
1		Submission of programme and method statement for review and acceptance	1		
		Terrace Bin Mechanical and Civil Scope			
2		Further engineering assessment, analysis and design for repairs of the failed terrace bin 1, performed by a competent person	sum		
		The permanent repair of the terrace bin 1,	sum		
		Replace all bolts on the crotch area section			
		Replace all internal damaged and missing liners complete with their stud bolts using drawing 0.64/34093 Rev 2 and 34099 Rev 0 for fabrication where contractor will be required to confirm dimensions on site.			
3	Refer to drawings: -0.64/34130 Rev 1 -0.64/34131 Rev 2 - 0.64/34135 Rev 1	Fix both platform and handrail around the nuclear detector area.	sum		
4		Clean the top roof structure of the Terrace bin and the external beams of the bin	sum		

		from the top to the bottom			
5	<p>Refer to drawings:</p> <ul style="list-style-type: none"> - 0.64/12286 R6 - 0.64/13646 R6 - 0.64/13647 R3 - 0.64/13648 R6 - 0.64/34106 R0 - 0.64/34107 R2 - 0.64/14439 R8 <p>tail chute refers drawing numbers:</p> <ul style="list-style-type: none"> 0.64/14788 R6 0.64/14789 R7 0.64/36223 R2 0.64/36222 R2 0.64/36221 R2 0.64/36220 R1 0.64/15212 R5 0.64/14744 R4 0.64/14441 R7 0.64/14440 R7 0.64/13261 R13 0.64/14116 R3 0.64/34086 R2 	<p>a) The refurbishment of the complete lifting and lowering T4A&B structure and its frame.</p> <p>The refurbishment of the complete T5A&B head and tail chute</p>	sum		
6		Rectify misaligned T5A&B incline conveyor at tail end and take-up areas	sum		
7		Fix the loose T3A conveyor counter weight, covering the sliding column (steel structure), if brackets and the stopper	sum		
8	<p>Refer to drawings:</p> <ul style="list-style-type: none"> - 0.64/ 13262 R4 - 0.64/ 13422 R2 - 0.64/14237 R7 - 0.64/14238 R7 	Repair the chute work for T3 A&B complete with the associate skirting using	sum		
9		Allow for Rigging	sum		
10		Testing and Commissioning	sum		
11		Construction drawings and Data Packs	sum		
		Terrace Bin C&I Scope			
12		Disconnecting Instruments and Isolation of signals	sum		

13		Reconnecting of Instruments Functional Testing	sum		
14		Commissioning	sum		

The above activity schedule is indicative. The *Contractor* provides a detailed activity schedule aligned with the *works* and all incidental works and services associated with the *works*.

The *Contractor* prepares a method statement for each activity in the Activity Schedule and submits it to the *Project Manager* for acceptance prior to commencement of such activity.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

HEALTH AND SAFETY

Item	Description	Qty	Price ea/ person	Total price
1	Medicals (only if annual medical certificate expired)		R	R
2	Health and Safety File	1	R	R
3	Safety Training		R	R
4	Health and Safety Officer (if >40 employees)		R	R
5	Hard hats with strips(Hooked on the hats itself not inside)		R	R
6	Overalls		R	R
7	Gloves		R	R
8	Shoes (Safety boots)		R	R
9	Hearing protection		R	R
10	Safety goggles		R	R
11	Safety harnesses(with big hooks not small hooks)		R	R
12	Site Establishment		R	R
13	De-establishment		R	R
14	First Aid box for every 50 employees	1	R	R
15	Dust mask		R	R
16	Life save jacket		R	R
17	Welding gloves		R	R
18	Welding shield		R	R
19	Welding aprons		R	R
20	Thermal Suit	N/A	R	R
21	Special underwear – only cotton	N/A	R	R
22	Flash Suit - Note: Eskom, Kendal is going to provide the flash suit. Flash suit to be dry cleaned by the Supplier. If flash suit gets damaged the Supplier will pay for it)	N/A	As per Eskom's price list	N/A
*23	Training:Appointed Operator - ORHVS (8 days)			
*24	Training:Appointed Person - PSR (10 days)			

*25	Training:Responsible Person - ORHVS & PSR (18 days)			
*26	Training: Authorised Supervisor - PSR (2.5 days)			
TOTAL VALUE FOR HEALTH AND SAFETY FOR THE TOTAL CONTRACT PERIOD				

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:

PRINT NAME

SIGNATURE

DATE

C2.2 the *activity schedule*

Use this page as a cover page to the *Contractor's activity schedule*.