

PART 2: PRICING DATA

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	9

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;

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- 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.

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An activity schedule could have the following format:

Description	No:	Unit	Est. Qty	Rate Each	Total Price
1. PRELIMINARY AND GENERAL					
1.1 FIXED CHARGE ITEMS					
Establishment of Facilities on the Site (Offices, Storage Shed, Ablution facilities, Tools & Equipment, etc.)	1	LE	1		
Safety File	2	LE	1		
SAPS Clearance, Medicals, Inductions and Safety Equipment (SHEQ)	3	LE	1		
Water supplies, electric power, communications, dealing with water, and access.	4	LE	1		
Removal of site establishment.	5	LE	1		
1.2 TIME RELATED ITEMS					
Offices and Storage sheds	6	LE	1		
Ablution and latrine facilities.	7	LE	1		
Living accommodation.	8	LE	1		
Plant and Equipment hire	9	LE	1		
Transport of staff to site	10	LE	1		
Safety Officer	11	LE	1		
Supervision for duration of construction (Project Management)	12	LE	1		
2. DECOMMISSIONING					
Removal of Asbestos and decommissioning of old H2 Plant Equipment, electrolyser, gas holder, power supply panels, Compressors, lye tank and pump, chiller unit, carbon dioxide storage facility and driers.	13	LE	1		
3. DELIVERY					
Delivery of Construction material to site	14	LE	1		
4. MANUFACTURE, SUPPLY AND INSTALLATION					
Hydrogen Electrolysis plant producing at 15 Nm3/hour including auxiliaries, closed loop cooling, ventilation.	15	LE	2		
Metering station	16	LE	1		

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New double jacketed hydrogen pipework of 50m with monitoring system.	17	LE	1		
Receiver inlet panel for each	18	LE	4		
Receiver outlet panel for each	19	LE	4		
Piping between hydrogen production plants to receivers and from receivers to metering panel.	20	LE	1		
Hydrogen cylinder panel combination and pressure reducing panel	21	LE	1		
Hydrogen cylinder pallet panels	22	LE	1		
Nitrogen cylinder panels	23	LE	2		
Intrinsically safe loop certification	24	LE	1		
Local Inspection Authority certification	25	LE	1		
Issuing of Electrical plant reticulation - Certificate of Compliance	27	LE	1		
Interconnecting piping design calculations	28	LE	1		
Electrical design, review and sign off	29	LE	1		
Supply, fabrication and installation of Interconnecting plant piping on site	30	LE	1		
Mechanical design, review and sign off	31	LE	1		
Civil design, review and sign off	32	LE	1		
Civil material (support and drainage pipes)	33	LE	1		
Civil construction	34	LE	1		
Control and instrumentation design, review and sign off.	35	LE	1		
Electrical designs, review and sign off	36	LE	1		
Cabling installation including cable racking and terminations	37	LE	1		
Separate metering panel and bulk storage PLC	38	LE	1		
Plant gas COC	39	LE	1		
Supply and Installation of new door(s) as per Eskom requirements	40	LE	1		
Supply all consumables required to execute the works	41	LE	1		
Provision for interfacing to the system as per SOW	42	LE	1		
Provision of fire detection system as part of hydrogen production plant integrated with power station fire detection system separate from hydrogen production process.	43	LE	1		
Provision of Reverse Osmosis Plant to supply demin water	44	LE	2		

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5. CONTRACTOR TO CONDUCT THE FOLLOWING STUDIES:					
HAZOP/HAZLOC studies	43	LE	1		
Structural Analysis/Assessment	44	LE	1		
Supply and Installation of all Control & Instrumentation such as cabling, DCS card but not limited. Contractor to provide as per the S.O.W requirement	45	LE	1		
6. COMMISSIONING					
Testing and commissioning of the works	47	LE	1		
Preparation of Operation & Maintenance Manuals & Drawings	48	LE	1		
Training of Eskom Staff personnel	49	LE	1		
Labelling of plant as per approved Eskom Standards including safety signages	50	LE	1		
Total Price excluding VAT					

NOTE:

The above activity schedule is indicative for Quotation purpose. It is the responsibility of the contractor to submit a complete activity schedule. The contractor is allowed to break activities in sub activities if necessary. The activity schedule must be aligned to the programme and the method statement.

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 *Contractor* is required to break the above activity schedule considering:

- The rates and Prices entered for each item includes for all work and other things necessary to complete the item.
- The rates/prices are exclusive of VAT but include all other related cost for this scope of work, bonuses for employees, accommodation.

CONTRACTOR:.....
PRINT NAME.....
SIGNATURE.....
DATE**3. Rates for the Contractor's Responsible Person only.**

Item	Description	Unit	Qty	Rate Ea	Total Price
Monday to Friday: Responsible Person shall be required to work Dayshift. Working hours is seven to seven:					
1	Responsible Person - Mon to Fri Dayshift	Hrs			
Monday to Friday: Responsible Person shall be required to work Nightshift. Working hours is seven to seven:					
2	Responsible Person - Mon to Fri Nightshift	Hrs			
Saturday: Responsible Person shall be required to work Dayshift. Working hours is seven to seven:					
3	Responsible Person - Saturday Dayshift	Hrs			
Saturday: Responsible Person shall be required to work Nightshift. Working hours is seven to seven:					
4	Responsible Person - Saturday Nightshift	Hrs			
Sunday: Responsible Person shall be required to work Dayshift. Working hours is seven to seven:					
5	Responsible Person - Sunday Dayshift	Hrs			
Sunday: Responsible Person shall be required to work Nightshift. Working hours is seven to seven:					
6	Responsible Person – Sunday Nightshift	Hrs			
Public Holiday: Responsible Person shall be required to work Dayshift. Working hours is seven to seven:					
7	Responsible Person – Public Holiday Dayshift	Hrs			
Public Holiday: Responsible Person shall be required to work Nightshift. Working hours is seven					

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to seven:					
8	Responsible Person – Public Holiday Nightshift	Hrs			
Total Price, Excluding Vat for Responsible Person					

Note: The contractor shall ensure that the Responsible Person shall always supervise the works and be available to take permits where necessary. Receipt for purchasing anything must be provided to the Project Manager as proof of payment before the Contractor submit Invoice or during pro-forma invoice (or assessment).

The rates/prices are exclusive of VAT, but include all other related cost for this scope of work, bonuses for employees, accommodation etc.

CONTRACTOR:.....
PRINT NAME.....
SIGNATURE.....
DATE**PRICE LIST****HEALTH AND SAFETY**

Item	Description	Qty	Price ea/ person	Total price
1	Medicals (only if annual medical certificate expired)			
2	Health and Safety File			
3	Safety Training			
4	Health and Safety Officer (if >40 employees)			
5	Hard hats with chin 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	Site Establishment			
13	De-establishment			
18	First Aid box for every 50 employees			
19	Dust mask			
20	Life save jacket			
21	Welding gloves			
22	Welding shield			
23	Welding aprons			

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24	Covid-19 Requirements			
25	Thermal Suit	N/A		
26	Special underwear – only cotton	N/A		
27	Flash Suit	N/A	N/A	N/A
*28	Training: Appointed Operator - ORHVS (8 days)	N/A	Offer by Eskom	N/A
*29	Training: Appointed Person - PSR (10 days)		Offer by Eskom	N/A
*30	Training: Responsible Person - ORHVS & PSR (18 days)	N/A	Offer by Eskom	N/A
*31	Training: Authorised Supervisor - PSR (2.5 days)	N/A	Offer by Eskom	N/A
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 _____

ESKOM**KENDAL POWER STATION****RATES SCHEDULE FOR ANY COMPENSATION EVENT CALCULATIONS**

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

Item		Trade	Base Rate per Hour Normal Time (Excl. Profit & Overheads)	Rate per hour Normal time (Base rate Incl. Profit & Overheads)	Rate per hour Overtime & Saturday (Base rate times 1.5)	Rate per hour Sunday & Holiday (Base rate times 2.0)
1		Rigger				
2		Fitter				
3		Boilermaker				
4		Welder				
5		Semi-skilled				
6		Authorised Supervisor (AS)				
7		Responsible Person (RP)				
8		Project Manager				

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9		Site Manager				
10		Projector Planner				
11		Site Supervisor				
12		Resource Manager				
13		Stores Controller				
14		Safety Officer				
15		Quality Officer				
16		Storeman				
17		Driver				
18		Safety Representative				
19		Artisan Assistance				

NOTE:

- The above-mentioned tendered prices are exclusive of Value Added Tax and CPA, but include all other costs related to this works.

CONTRACTOR:

 PRINT NAME

 SIGNATURE

 DATE

C2.2 the *activity schedule*

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