

## PART 2: PRICING DATA

### TSC3 Option A

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| C2.1                  | Pricing assumptions: Option A |       |
| 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:

Identified and 11  
defined terms 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*

1. The total of the Prices is deemed to be fully inclusive of everything necessary for the Contractor to provide the Services in accordance with the contract, including but not limited to:
  - a. Packaging and protection,
  - b. Documentation and certification,
  - c. Testing, inspection, calibration and acceptance,
  - d. Compliance with all applicable SHEQ requirements, including the PPE
2. Tenderers must complete all rates and prices.
3. Where any listed equipment to be calibrated is obsolete or no longer manufactured, the tenderer shall clearly indicate such item as "OBSOLETE" in the *Price Schedule* and may, for that item only, propose an alternative product, supported by a manufacturer's data sheet demonstrating compliance with the *Employers* specification and applicable Eskom, SANS and IEC requirements. Alternatives will be considered solely for technical compliance, and only compliant alternatives will be evaluated for price to ensure like-for-like tender comparison.
4. Failure by a tenderer to complete the Price Schedule in full may result in the Tender being declared non-responsive.

### Preliminary and General

| Item nr | Description                                              | Unit         | QTY | Rate | Price |
|---------|----------------------------------------------------------|--------------|-----|------|-------|
| 1.      | SHEQ files and induction (Annual)                        | Year         | 5   |      |       |
| 2.      | Annual Medicals for all Employees                        | Year         | 5   |      |       |
| 3.      | Annual PPE for all employees                             | Year         | 5   |      |       |
| 4.      | Transportation rate                                      | R/ km        |     |      |       |
| 5.      | Collection fee from Employer site to Contractor premises | Each         |     |      |       |
| 6.      | Delivery fee from Contractor premises to Employer site   | Each         |     |      |       |
| 7.      | Training fee                                             | Each         | 5   |      |       |
| 8.      | Accommodation                                            | Person / day |     |      |       |

**List of Equipment**

| Item<br>Nr | Description                                | Make     | Unit | Quantity | Overall<br>Quantity<br>(5 Years) | Rate | Price |
|------------|--------------------------------------------|----------|------|----------|----------------------------------|------|-------|
| <b>A.</b>  | <b><u>ALCOHOL AND DRUG<br/>TESTERS</u></b> |          |      |          |                                  |      |       |
| 1.         | ALCO BLOW                                  | LION     | Each | 12       | 60                               |      |       |
| 2.         | ALCOFIND AF-100P                           | ALCOTECH | Each | 6        | 30                               |      |       |
| 3.         | ALCOHOL PRINTER                            | DRAGER   | Each | 2        | 10                               |      |       |
| 4.         | ALCOHOL TESTER                             | DRAGER   | Each | 4        | 20                               |      |       |
| 5.         | ALCOMETER                                  | LION     | Each | 3        | 15                               |      |       |
| 6.         | ALCOTEST                                   | DRAGER   | Each | 22       | 110                              |      |       |
| 7.         | ALERE DDS DRUG TESTER                      | ALERE    | Each | 1        | 5                                |      |       |
| 8.         | BREATHALYZER                               | LION     | Each | 5        | 25                               |      |       |
| 9.         | DRUG TESTER                                | DRAGER   | Each | 2        | 10                               |      |       |
| 10         | HANDHELD ALCOHOL<br>SCREENER               | LION     | Each | 15       | 75                               |      |       |
| 11         | HANDHELD<br>BREATHALYSER                   | LION     | Each | 30       | 150                              |      |       |
| 12         | MOBILE PRINTER                             | DRAGER   | Each | 3        | 15                               |      |       |
| 13         | WALKTHROUGH METAL<br>DETECTOR              | GARETT   | Each | 10       | 50                               |      |       |
| 14         | ALCOHOL BLOW RAPID<br>SCREENER             | LION     | Each | 3        | 15                               |      |       |
| 15         | ALCOHOL<br>BREATHALYSER                    | LION     | Each | 2        | 10                               |      |       |
| 16         | ALCOHOL BLOW RAPID<br>SCREENER             | LION     | Each | 6        | 30                               |      |       |
| 17         | ALCOHOL<br>BREATHALYSER                    | LION     | Each | 1        | 5                                |      |       |

|    |                                                |            |      |     |     |  |  |
|----|------------------------------------------------|------------|------|-----|-----|--|--|
| 18 | X-RAY MACHINE                                  |            | Each | 1   | 5   |  |  |
| 19 | WALK THROUGH SCANNERS                          |            | Each | 2   | 10  |  |  |
| 20 | DRUG TESTER                                    | DRAGER     | Each | 1   | 5   |  |  |
|    | <u>SUBTOTAL</u>                                |            |      | 131 | 655 |  |  |
| B. | <u>MEDICAL EQUIPMENT</u>                       |            |      |     |     |  |  |
| 1. | AUDIOMETER                                     | RESONANCE  | Each | 3   | 15  |  |  |
| 2. | AUDIOMETER BOOTH                               | PRO PANELS | Each | 3   | 15  |  |  |
| 3. | MANUAL BLOOD PRESSURE MACHINE                  | BOKANG     | Each | 3   | 15  |  |  |
| 4. | SPIROMETRY SYRINGE                             | NCRC       | Each | 3   | 15  |  |  |
| 5. | VISION SCREENER MACHINE                        | TITMUS     | Each | 3   | 15  |  |  |
| 6. | WEIGHING SCALE                                 | TCS        | Each | 3   | 15  |  |  |
| 7. | WELCH – ALLYN PRO-BP 3400                      | WELCH      | Each | 3   | 15  |  |  |
| 8. | RESONANCE BIOLOGICAL AUDIO SIMULATOR           |            | Each | 3   | 15  |  |  |
| 9. | EASY-ON SPIROMETER                             |            | Each | 3   | 3   |  |  |
| 10 | HMS SOFTWARE FOR EACH EQUIPMENT.               |            | Each | 9   | 45  |  |  |
|    | <u>SUBTOTAL</u>                                |            |      | 36  | 180 |  |  |
| C. | <u>OCCUPATIONAL HYGIENE</u>                    |            |      |     |     |  |  |
| 1. | AIR VELOCITY METER(S)                          |            | Each | 1   | 5   |  |  |
| 2. | DOCKING STATION SC56 CABLE & SA33 POWER SUPPLY |            | Each | 1   | 5   |  |  |
| 3. | GOLDILUX LUX METER(S)                          |            | Each | 1   | 5   |  |  |
| 4. | INDOOR AIR QUALITY                             |            | Each | 1   | 5   |  |  |

|    |                                                                                                                                    |  |       |    |           |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------|--|-------|----|-----------|--|--|
|    | <b>MONITOR - CO2, CO,<br/>TEMP, HUMIDITY, DATA<br/>LOG MONITOR(S)</b>                                                              |  |       |    |           |  |  |
| 5. | <b>PERSONAL SAMPLING<br/>PUMPS</b>                                                                                                 |  | Each  | 1  | <b>5</b>  |  |  |
| 6. | <b>QUEST TEMP QT44 WBG<br/>METER(S)</b>                                                                                            |  | Each  | 1  | <b>5</b>  |  |  |
| 7. | <b>SVANTEK INTRINSICALLY<br/>SAFE TYPE 1 SOUND<br/>LEVEL METER(S)</b>                                                              |  | Each  | 1  | <b>5</b>  |  |  |
| 8. | <b>SVANTEK SV104 NOISE<br/>DOSIMETER(S) AND<br/>MICROPHONE</b>                                                                     |  | Each  | 1  | <b>5</b>  |  |  |
| 9. | <b>SVANTEK TYPE 1<br/>CALIBRATOR(S)</b>                                                                                            |  | Each  | 1  | <b>5</b>  |  |  |
| 10 | <b>HEAT STRESS MONITOR</b>                                                                                                         |  | Each  | 1  | <b>5</b>  |  |  |
|    | <b><u>SUBTOTAL</u></b>                                                                                                             |  |       | 10 | <b>50</b> |  |  |
| D. | <b><u>ADDITIONAL</u></b>                                                                                                           |  |       |    |           |  |  |
| 1  | <b>ADDITIONAL<br/>CALIBRATIONS SERVICE<br/>ON EQUIPMENT NOT<br/>LISTED ABOVE<br/>(Documentary proof of<br/>service plus a fee)</b> |  | Each  |    |           |  |  |
| 2  | <b>FEE PERCENTAGE FOR<br/>ADDITIONAL SERVICES<br/>AND ADDITIONAL<br/>EQUIPMENT</b>                                                 |  | %     |    |           |  |  |
| 3  | <b>SUPPLY AND DELIVERY<br/>OF REPLACEMENT<br/>EQUIPMENT</b>                                                                        |  | Each  |    |           |  |  |
| 4  | <b>TRANSPORTATION RATE</b>                                                                                                         |  | R/ km |    |           |  |  |
| 5  | <b>COLLECTION FEE FROM</b>                                                                                                         |  | Each  |    |           |  |  |

|          |                                                                       |  |      |     |  |  |  |
|----------|-----------------------------------------------------------------------|--|------|-----|--|--|--|
|          | <b>EMPLOYER SITE TO<br/>CONTRACTOR PREMISES</b>                       |  |      |     |  |  |  |
| <b>6</b> | <b>DELIVERY FEE FROM<br/>CONTRACTOR PREMISES<br/>TO EMPLOYER SITE</b> |  | Each |     |  |  |  |
|          |                                                                       |  |      |     |  |  |  |
|          |                                                                       |  |      |     |  |  |  |
|          | <b><u>TOTAL</u></b>                                                   |  |      | 169 |  |  |  |
|          |                                                                       |  |      |     |  |  |  |

The total of the Prices

|  |
|--|
|  |
|--|