

PART 2: PRICING DATA

TSC3 Option A

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## 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*

Provision of gardening services							
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	NUMBER OF RESOURCES	FREQUENCY	AMOUNT (Total)
	<b>PROVISIONAL BILL OF QUANTITIES</b>						
	<b>SECTION NO. 1</b>						
	<b>PRELIMINARIES AND GENERAL</b>						
	<u>The sums stated for items under this heading shall cover the cost of providing, establishing and commissioning on the site the facilities adequately equipped to enable all the work to commence and to proceed to completion as required in terms of the contract. The Bill must be completed using the technical specification of the project.</u>						
	<u>The works information is provided and no claims arising from brevity of description of items fully described in the said works information will be entertained</u>						
	<u>Works Information/scope of work are incorporated to satisfy the requirements of this project. Such information shall take precedence</u>						

The provision of gardening services for Simmerpan Complex, Tower Testing Station, and other NTCSA Sites as and when required for a period of five (5) years.

	<u>The contractor's prices for all items throughout this document must take account of and include for all obligations, requirements and specifications given in the said works information/scope of work. No variation will be entertained on the items clearly listed in works information</u>						
	<b>SECTION 1</b>						
	Site establishment	Sum	1				
	Site de establishment	Sum	1				
	<u>PPE Requirements:</u>						
1	Overall - 2 piece	Per each/Person	2		41	5	
2	Safety boots	Per each/Person	1		41	5	
3	Gloves (Gardening designated cloves)	Per each/Person	1		41	5	
4	Dust Musks box of 100 (FFP2, task specific)	Per Box					Rate Only
5	Earplugs	Per each/Person					Rate Only
6	Ear muffs (Risk based form manufacturer specification)	Per each/Person	1		41	5	
7	Goggles	Per each/Person	1		41	5	
8	Winter Jackets	Per each/Person	1		41	5	
9	Sunbrim	Per each/Person	1		41	5	
10	Surgical hand gloves box of 100 (Cleaning)	Per Box					Rate Only

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11	Surgical masks N95 for special tasks box 100	Per Box/Pack					Rate Only
12	Face shield (Brush cutters)	Per each/Person	1		4	5	
13	Apron (Brush cutters)	Per each/Person	2		4	5	
14	Knee Pads	Per each/Person	2		4	5	
15	Flame and acid Resistant suit (Brush cutters)	Per each/Person	2		4	5	
16	Safety Harness	Per each/Person	1		13	5	
	<b><u>Safety Compliance</u></b>						
17	First aid Kit x 1 No.(Office Regulation 7 Metal Box)	Once off	1			5	
	<b><u>Occupational Health</u></b>						
18	Pre-employment medical surveillance by Occ. Health Practitioner	Per Person	41			1	
19	Periodical medical surveillance by the Occ. Health Practitioner	Per Person	41			5	
20	Exit medical surveillance by the Occ. Health Practitioner	Per Person	41			1	
	<b><u>Training</u></b>						
21	First aider level 2	Per Person	8			2	
22	Basic fire fighting	Per Person	8			1	
23	RCAT/ Incident investigation	Per Person	10			1	
24	HIRA	Per Person	2			1	

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25	SHE Rep training	Per Person	4			1	
26	Legal liability training (supervisor)	Per Person	2			1	
27	Working at height / FAS training	Per Person	13			1	
28	Environmental law training	Per Person	3			1	
29	Pest control operator training	Per Person	2			1	
30	Harzadous chemical training	Per Person	13			1	
	<b><u>Transport</u></b>						
31	Cost of transport/ travelling (Toll Fees to be allowed for in tendered rates) for delivery of material from simmerpan to other sites.	km					Rate Only
	<b>Sub Total</b>						
	<b><u>SECTION 2</u></b>						
	<b><u>HORTICULTURE SERVICES</u></b>						
	<b><u>The total cost of remuneration per worker must not be paid lower than Government Gazzeted rates and must include the following items</u></b>						
	Basic Salary						
	Leave pay						
	Sick pay						
	UIF						
	COD						
	Provident Fund						
	Bonus						
	NCCA						
	Skill Levy						

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	<b>LABOUR - NORMAL HOURS</b>						
	<u>Work to be done from Monday to Friday between 7:00am and 4:00pm:</u>						
1	Gardener	Per Person/Month	30			60	
2	Brush cutter operator	Per Person/Month	4			60	
3	Chain saw operator	Per Person/Month	4			60	
4	Supervisor	Per Person/Month	2			60	
5	SHEQ Officer (with Environmental knowledge)	Per Person/Month	1			60	
6	Horticulturist as and when required	Hr	0				Rate Only
7	Pest Control Officer as and when required	Hr	0				Rate Only
	<b>Sub -Total</b>						
	<b><u>EQUIPMENT RENTAL (MONTHLY)</u></b>						
8	Bakkie 1.2 Tonne ( e.g. 2700 Kia, H100 Hyundai)	No/Month	1			60	
9	Tractor (Grass cutting outside complex and Tower Testing) (base rate, on request)	Daily					Rate Only
10	Push Mowers	No/Month	4			60	
11	Brush Cutters	No/Month	6			60	
12	Blower	No/Month	6			60	
13	Ride-on Mowing machine	No/Month	1			60	
14	Chainsaw	No/Month	3			60	
15	Hedge Trimmer	No/Month	6			60	
16	Knap sacks (for	No/Month	6			60	



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	chemicals spray)						
17	Cherry picker (Including the Operator)	Daily					Rate Only
	<b>Sub-Total</b>						
	<b>GARDEN TOOLS</b>						
	<u>Supply and Delivery:</u>						
18	Steel rake	No.	20				
19	Straw rake	No.	20				
20	Spade	No.	20				
21	Paving broom	No.	20				
22	Garden fork	No.	20				
23	Garden Hosepipes (No. x 30m)	No.	6				
24	Safety Cones (Demarcation during tree cutting on site)	No.	10				
25	Medium Duty Wheel barrows	No.	6				
	<b>Sub-Total</b>						
	<b>CONSUMABLES</b>						
	<u>Supply and Delivery:</u>						
26	Jumbo bags for stuffing refuse and garden waste	No.	200				
27	50 Kg Compost	No.	100				
28	50 Kg Fertilizers	No.	100				
29	500ml Spray chemicals for plants (to treat diseases)	No.					Rate Only
30	25 Litre Herbicide for weeding	No.	100				
31	Grass	m <sup>2</sup>	0				Rate Only
32	Top soil	m <sup>3</sup>	0				Rate Only
	<b>Sub - Total</b>						

	TOTAL CARRIED FORWARD TO SUMMARY						
	SUMMARY						
	PRELIMINARY AND GENERAL						
	LABOUR						
	EQUIPMENT						
	GARDEN TOOLS						
	CONSUMABLES						
	TOTAL CARRIED TO THE FORM OF OFFER AND ACCEPTANCE						