

PART 2: PRICING DATA

ECC3 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 Engineering and Construction Contract, (ECC3) Option A states:

<b>Identified and defined terms</b>	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*:

## BOILER HOIST INSTALLATION AT KENDAL POWER STATION

- 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.

## C2.2 the *activity schedule*

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

Item No	Description	Unit	Est. Qty	Rate Each	Total Price
1	Detail Designs and Approvals of Boiler Hoist	LE	6		
2	Manufacturing and Delivery of the Materials	LE	6		
3	Installation and Commissioning of the Boiler Hoist	LE	6		
4	Configuration Management and submission of final drawings for Boiler Hoist	LE	6		
5	Health & Safety	EA	1		
<b>Total Price Excluding VAT</b>					

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.

### NOTE:

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this works.

### **Contractor:**

.....  
PRINT NAME AND SURNAME

.....  
SIGNATURE

.....  
DATE

## BOILER HOIST INSTALLATION AT KENDAL POWER STATION

## 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 employees			
4	Health and Safety Officer (if >40 employees)			
5	Hard hats with 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)	N/A	N/A	N/A
12	First Aid box for every 50 employees			
13	Dust mask			
14	Site Establishment			
15	Site De-establishment			
16	COVID-19 Requirements (All Inclusive)			
<b>TOTAL VALUE FOR HEALTH AND SAFETY FOR THE WHOLE CONTRACT PERIOD</b>				

Safety price list Rev 4 Sept 2010

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 AND SURNAME.....  
SIGNATURE.....  
DATE

## BOILER HOIST INSTALLATION AT KENDAL POWER STATION

**ESKOM  
KENDAL POWER STATION**

**RATE SCHEDULE FOR ANY COMPENSATION EVENT CALCULATIONS**

**Price List**

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

Item	Description	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 Sundays & Public Holidays (Base rate times 2)
1	Project Administrator				
2	Electrical Engineer				
3	Civil Engineer				
4	Project Manager				
5	Safety officer				
6	Project Supervisor				
7	Artisan				
8	General Worker				

**NOTE:**

The above-mentioned tendered prices are exclusive of Value Added Tax (VAT) and CPA, but inclusive of all costs related to this works.

**Contractor:**

.....  
PRINT NAME AND SURNAME

.....  
SIGNATURE

.....  
DATE