

PART C2: PRICING DATA

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Part C2

PRICING DATA

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PART C2 Pricing Data

C2.1 Pricing Instructions

2.0 General

- 2.0.1 The agreement is based on the NEC Term Service Contract. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 2.0.2 Preliminary and general requirements are based on part 1 of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 2.0.3 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 2.0.4 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 2.0.5 The prices and rates in these Price List are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 2.0.6 The quantities set out in these Price List are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price List.
- 2.0.7 The short descriptions of the items of payment given in these Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 2.0.8 For each item in the Price List, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 2.0.9 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price List.
- 2.0.10 The total in the Price List shall be exclusive of VAT, and shall be transferred to form C1.1 (Form of Offer and Acceptance).

C2.1 Pricing Instructions

Payment will be made in accordance with the rates tendered in the schedule of quantities and prices as follows:

(a) In the formulae herein T_w , T_o and T_b are the totals for the month.

(b) Availability (A) = $\frac{T_o - T_b}{T_o}$

- (c) Productivity factor, P, is calculated as in clause 8 of the Particular Specification and will be restricted to a maximum of 1,0.

2.1.1 ITEM 1

An establishment payment will be made after the machine first attains a minimum availability of 75% over a period of 1 month.

2.1.2 ITEM 2

- a) Payment for machine hire will be made as follows:

Monthly payment = (Availability) x (Applicable rate of item 2.1) x (number of To-days in the month) x (Production factor*)

*Production factor is only applicable to the part of To subject to Production calculation as per clause 8.5 of the Project Specification)

To-days exclude days on which the machine was not required to be available - e.g. weekends/holidays.

- b) The planned number of To-days for this contract is planned as 240 days per year per machine. The additional To-days will only be measured after the planned number of days had been worked.
- c) All additional work days are to be paid for under the additional day rates.
- d) Planned travel days shall be considered as TO days unless specifically agreed to otherwise.

2.1.3 ITEM 3

Payment will be made for each hour of working time (Tw). Only work that was required and accepted will be included in the production measurement and payment under item 3. Payment of Tw is subject to the part of the production factor as per clause 8.5 of the Project Specification

2.1.4 ITEM 4 - OVERTIME PAYMENT

Item 4.1- Overtime payment will be made for occupation time **during week days** (Monday to Friday) in excess of the hours of maximum occupation time (TOM) of 8 (eight) hours per day as well as for work performed on a **Saturday or weekdays** when in excess of 5 consecutive days out of every 7-day period or in excess of 10 consecutive days out of every 14-day period. Overtime will also be paid on weekends of shift working after shift time exceeds the maximum hours allowed for Tom. Only the occupation time announced for the tamper will count as overtime for this machine. The total time of the occupation used for the total turnout replacement shall therefore not count towards the overtime for the tamper.

Item 4.2 Overtime payment will be made for work performed on a **Sunday or Paid Public Holiday** when in excess of 5 consecutive days out of every 7-day period or in excess of 10 consecutive days out of every 14-day period. Sunday time will also be paid on weekends of shift working after shift time exceeds the maximum hours allowed for Tom. The same principle of time for the tamper occupation alone also applies for Sunday time.

2.1.5 ITEM 5 - SHIFT ALLOWANCE

Item 5.1 A shift allowance payment will be made for work performed on a **Saturday** when working 5 days out of 7-day period or 10 days out of every 14-day period. Only shift time announced for the tamper shall count as time for this item.

Item 5.2 A shift allowance payment will be made for work performed on a **Sunday** or Paid Public Holiday when working 5 days out of every 7-day period or 10 days out of every 14-day period. Only shift time announced for the tamper shall count as time for this item.

Item 5.3 A **night shift** allowance payment will be made when a 8 hour occupation or part thereof falls between 19h00 and 05h00, and will be paid in addition to any other shift or overtime payments.

2.1.6 ITEM 6

This is a provisional item (Refer clause 3.3.7 of Particular Specification). The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the Supervisor.

2.1.7 ITEM 7

Payment will be made per track kilometre for moving the machinery between work-site and work-site. This payment will only be made when a campsite or staging site is changed. (See definition of moving time – clause 3.10 Service Information (Definitions)). Tendered rates shall include for fuel as well as wear and tear while moving. No payment will be made when the machine is hauled by Locomotive

2.1.8 ITEM 8

Travel allowance shall be paid per kilometer actually travelled by the standby vehicle during the contractor's Annual Holidays including travelling to respond to the call out. This item shall exclude travelling between temporary accommodation and work site as this shall be included in the normal working rates.

2.1.9 ITEM 9

Provision of electronic production and payment related data to Transnet Freight Rail. The Contractor shall provide the following information to Transnet Freight Rail in a compatible electronic format:

- Production information related to track km point and line code. (Line code's for Transnet Freight Rail lines shall be provided beforehand.)
- Payment items for the contract.
- Information shall be provided on a regular basis, but not less than once per month.

No additional cell phone will be required for this machine for this contract. The operator on the machine shall however be equipped with a cell phone on which he can be contacted when necessary. No additional payment shall be made for this phone. The cost of the phone shall be part of the contract. The phone shall also be available for use by a pilot or track master for travel arrangements and occupation arrangements separate from the main turnout replacement contract arrangements.