

PART 2: PRICING DATA

NEC3 Supply Contract

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C2.1 Pricing assumptions

1. How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is <ul style="list-style-type: none">the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,plus other amounts to be paid to the <i>Supplier</i>,less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

3. Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule*

across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

3.1. Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item Nr	Material No:	Description	Unit	Est. Qty	Rate Each	Total Price
1	0185987	PIPE SP:FLEXIBLE;SS GR 316;10 BAR	EA	160		
2	0185986	PIPE SP:FLEXIBLE;ID 89 X OD 93 X LG 700	EA	160		
3	0185964	PIPE SP:FLEXIBLE;SS GR 316;1 BAR	EA	160		
4	0198351	HOSE NON MTLC:ID 60.3 MM;LG 1 M;RUBBER	EA	200		
5	0101431	JOINT EXPSN:RUBBER;SEAL AIR PIPES	EA	200		
6	0775272	ARM ASSY:MULTI LINK;BS4360GR43A	EA	125		
7	0775274	BAR:FLAT;WD 40x THK 16 x LG 3000 MM	EA	160		
8	0775233	PLATE:SHEET;LG 1250 X WD 2500 X THK 8 MM	EA	100		
9	0751255	PLATE:STANDARD SHEET	EA	80		
10	0775232	PLATE:SHEET;WD 2500 X LG 1250 X 12 THK	EA	120		
11	0571502	PLATE MTL:BS1501/151 GR 430A;MEMBRANE	EA	180		
12	0190355	GASKET PC:ID 680 X OD 860 X THK 5 MM;778	EA	460		
13	0190423	GASKET PC:ID 680 X OD 820 X THK 5 MM;STL	EA	460		
14	0193301	SEAL:DIA 716 MM;EPDM;COUPLING	EA	460		
15	0213094	SEAL:STITCH TADPOLE DOOR;GLASS FIBER	EA	50		
16	0206069	GASKET PC:WD 145 X LG 230 X THK 1.5 MM	EA	160		
17	0193345	ASSY:AIR NOZZLE TIP;0.64/29865	EA	460		
18	0193346	ASSY:COAL NOZZLE TIP	EA	300		
19	0193342	ASSY:ADJUSTABLE COAL NOZZLE TIP	EA	300		
20	0193344	ASSY:AIR NOZZLE TIP;0.64/36546	EA	280		

NOTE:

The rates/prices are exclusive of VAT, but inclusive of delivery and all other related cost for this scope of work.

Contractor:

.....
 Print name

.....
 Signature

.....
 Date

Item Nr	Material No:	Description	Unit	Est. Qty	Rate Each	Total Price
21	0193343	ASSY:OIL NOZZLE TIP;BURNER COVER	EA	150		
22	0193347	CASTING:RECT TO RD;WD 0.613 X LG 680 MM	EA	300		
23	0098682	PLATE:COAL NOZZLE SEAL;SS	EA	300		
24	0728333	ASSY:ASSEMBLY;L1380 X W 708 X H 850 MM	EA	180		
25	0206995	BELL CRANK:ITEM M LH	EA	450		
26	0206996	BELL CRANK:ITEM M RH	EA	450		
26	0193349	SHAFT:BURNER TILT DRIVE;LG 425 MM	EA	150		
28	0193348	SHAFT:BURNER TILT DRIVE;LG 425 MM	EA	150		
29	0194316	PIN CTTR:3 MM;LG 75 MM;STL	EA	500		
30	0215581	PIN:PIVOT;24 MM;LG 95 MM;SS GR 304	EA	200		
31	0040874	BULB TEMP:TURBINE FIRE PROTECTION;68;BRS	EA	150		
32	0079224	BLADE KNF:TRIMMING;STL	EA	120		
33	0059588	CLAMP HOSE:UNIVERSAL;ID 48-70 MM;WD 10	EA	200		
34	0086698	ROD THRDD:16 MM;2 MM;LG 3 M;STL	EA	100		
35	0775782	PLATE:GUIDE;LG140 X HT60 X TH10 MM	EA	240		
36	0775794	PIN:DOWEL;16 MM;LG 60 MM	EA	500		
Total Price Excluding VAT						

NOTE:

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Contractor:

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 Print name

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 Signature

.....
 Date

