

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	SAP No.	DESCRIPTION	Unit of Measurement	Qty
1	584646	COND ELEC:AAAC;37/3.23 SYCAMORE 22.61 O/A MM GRS	M	2524846
2	14534	COND ELEC:AAAC;37/3.23 SYCAMORE 22.61 O/A MM UNGRS	M	1000
3	174612	COND ELEC:AAAC;7/3.16 PINE 10.83 O/A MM GRS	M	1000
4	403077	COND ELEC:AAAC;7/3.16 PINE 10.83 O/A MM UNGRS	M	1000
5	403107	COND ELEC:AAAC;DIA 13.95 O/A MM;OAK;GRS	M	1000
6	403051	COND ELEC:AAAC;DIA 13.95 O/A MM;OAK;UNGRS	M	1000
7	584631	COND ELEC:AAAC;DIA 17.60 O/A MM;GRS IEC160	M	1000
8	584616	COND ELEC:AAAC;DIA 17.60 O/A MM;UNGRS IEC160	M	1000
9	584632	COND ELEC:AAAC;DIA 24.70 O/A MM;GRS IEC315	M	1000
10	584617	COND ELEC:AAAC;DIA 24.70 O/A MM;UNGRS IEC315	M	1000
11	584633	COND ELEC:AAAC;DIA 27.90 O/A MM;GRS IEC400	M	1000
12	584618	COND ELEC:AAAC;DIA 27.90 O/A MM;UNGRS IEC400	M	1000
13	584634	COND ELEC:AAAC;DIA 29.60 O/A MM;GRS IEC450	M	1000

ITEM	SAP No.	DESCRIPTION	Unit of Measurement	Qty
14	584619	COND ELEC:AAAC;DIA 29.60 O/A MM;UNGRS IEC450	M	1000
15	584635	COND ELEC:AAAC;DIA 31.20 O/A MM;GRS IEC500	M	1000
16	584620	COND ELEC:AAAC;DIA 31.20 O/A MM;UNGRS IEC500	M	1000
17	584636	COND ELEC:AAAC;DIA 33.00 O/A MM;GRS IEC560	M	1000
18	584621	COND ELEC:AAAC;DIA 33.00 O/A MM;UNGRS IEC560	M	1000
19	584637	COND ELEC:AAAC;DIA 35.00 O/A MM;GRS IEC630	M	1000
20	584622	COND ELEC:AAAC;DIA 35.00 O/A MM;UNGRS IEC630	M	1000
21	584638	COND ELEC:AAAC;DIA 37.20 O/A MM;GRS IEC710	M	1000
22	584623	COND ELEC:AAAC;DIA 37.20 O/A MM;UNGRS IEC710	M	1000
23	584639	COND ELEC:AAAC;DIA 39.50 O/A MM;GRS IEC800	M	1000
24	584624	COND ELEC:AAAC;DIA 39.50 O/A MM;UNGRS IEC800	M	1000
25	174614	COND ELEC:AAAC;DIA 6.24 O/A MM;ACACIA;GRS	M	1000
26	174613	COND ELEC:AAAC;DIA 8.31 O/A MM;35;GRS	M	1000
27	701172	COND ELEC:AAC;DIA 16.25 O/A MM;HORNET GRS	M	2000
28	403039	COND ELEC:AAC;DIA 16.25 O/A MM;HORNET UNGRS	M	1000

ITEM	SAP No.	DESCRIPTION	Unit of Measurement	Qty
29	403059	COND ELEC:AAC;DIA 16.25 O/A MM;HORNET INSULATED	M	1000
30	584342	COND ELEC:AAC;DIA 26.46 O/A MM;CENTIPEDE GRS	M	1000
31	403041	COND ELEC:AAC;DIA 26.46 O/A MM;CENTIPEDE UNGRS	M	129231
32	403061	COND ELEC:AAC;DIA 26.46 O/A MM;CENTIPEDE INSULATED	M	7000
33	403114	COND ELEC:AAC;DIA 38.25 O/A MM;BULL GRS	M	11000
34	403047	COND ELEC:AAC;DIA 38.25 O/A MM;BULL UNGRS	M	243692
35	403063	COND ELEC:AAC;DIA 38.25 O/A MM;BULL INSULATED	M	14000
36	14679	COND ELEC:ACSR 12/7 HORSE 13.95 O/A MM GRS	M	7500
37	214537	COND ELEC:ACSR 12/7 HORSE 13.95 O/A MM UNGRS	M	7000
38	403145	COND ELEC:ACSR 54-19 DINOSAUR 35,56 O/A MM GRS	M	37044
39	14448	COND ELEC:ACSR 54/19 DINOSAUR 35,94 O/A MM UNGRS	M	430556
40	403055	COND ELEC:ACSR BEAR 23.45 O/A MM GRS	M	2505
41	403025	COND ELEC:ACSR BEAR 23.45 O/A MM UNGRS	M	5895
42	14676	COND ELEC:ACSR BERSFORT 35,58 O/A MM GRS	M	141037
43	400667	COND ELEC:ACSR BERSFORT 35,58 O/A MM UNGRS	M	382563

ITEM	SAP No.	DESCRIPTION	Unit of Measurement	Qty
44	171326	COND ELEC:ACSR CHICADEE 18.87 O/A MM GRS	M	19385
45	403130	COND ELEC:ACSR CHICADEE 18.87 O/A MM UNGRS	M	1000
46	171330	COND ELEC:ACSR FOX 8.37 O/A MM GRS	M	1000
47	403027	COND ELEC:ACSR FOX 8.37 O/A MM UNGRS	M	1000
48	TBC1	COND ELEC:ACSR GOAT 30/7 25.96 O/A MM GRS	M	2439
49	14451	COND ELEC:ACSR GOAT 30/7 25.96 O/A MM UNGRS	M	5961
50	171332	COND ELEC:ACSR HARE 14.16 O/A MM GRS	M	1750
51	403029	COND ELEC:ACSR HARE 14.16 O/A MM UNGRS	M	27462
52	401188	COND ELEC:ACSR KINGBIRD 23.90 O/A MM GRS	M	5250
53	400662	COND ELEC:ACSR KINGBIRD 23.90 O/A MM UNGRS	M	1000
54	TBC2	COND ELEC:ACSR MAGPIE 6.35 O/A MM GRS	M	1000
55	403033	COND ELEC:ACSR MAGPIE 6.35 O/A MM UNGRS	M	1000
56	171331	COND ELEC:ACSR MINK 10.98 O/A MM GRS	M	1000
57	403031	COND ELEC:ACSR MINK 10.98 O/A MM UNGRS	M	7000
58	245989	COND ELEC:ACSR RAIL 29.59 O/A MM GRS	M	1000

ITEM	SAP No.	DESCRIPTION	Unit of Measurement	Qty
59	245988	COND ELEC:ACSR RAIL 29.59 O/A MM UNGRS	M	1000
60	TBC3	COND ELEC:ACSR SQUIRREL 6.33 O/A MM GRS	M	1000
61	403115	COND ELEC:ACSR SQUIRREL 6.33 O/A MM UNGRS	M	1000
62	400671	COND ELEC:ACSR TERN 27.00 O/A MM GRS	M	11295074
63	400669	COND ELEC:ACSR TERN 27.00 O/A MM UNGRS	M	42075026
64	TBC4	COND ELEC:ACSR TIGER 16,53 O/A MM GRS	M	9450
65	TBC5	COND ELEC:ACSR TIGER 16,53 O/A MM UNGRS	M	9450
66	403150	COND ELEC:ACSR WOLF 18.13 O/A MM GRS	M	1909
67	403037	COND ELEC:ACSR WOLF 18.13 O/A MM UNGRS	M	2291
68	403043	COND ELEC:ACSR ZEBRA 28,56 O/A MM UNGRS	M	38000
69	14701	COND ELEC:ACSR ZEBRA 28,62 O/A MM GRSD	M	26000
70	584642	COND ELEC:ACSR;DIA 21.0 O/A MM;PANTHER GRS	M	1000
71	403045	COND ELEC:ACSR;DIA 21.0 O/A MM;PANTHER UGRS	M	1000
72	584625	COND ELEC:ACSR;DIA 23.90 O/A MM;GRS IEC315	M	1000
73	584670	COND ELEC:ACSR;DIA 23.90 O/A MM;UNGRS IEC315	M	1000

ITEM	SAP No.	DESCRIPTION	Unit of Measurement	Qty
74	584626	COND ELEC:ACSR;DIA 28.50 O/A MM;GRS IEC450	M	1000
75	584611	COND ELEC:ACSR;DIA 28.50 O/A MM;UNGRS IEC450	M	1000
76	584627	COND ELEC:ACSR;DIA 30.10 O/A MM;GRS IEC500	M	1000
77	584612	COND ELEC:ACSR;DIA 30.10 O/A MM;UNGRS IEC500	M	1000
78	584628	COND ELEC:ACSR;DIA 31.80 O/A MM;GRS IEC560	M	1000
79	584613	COND ELEC:ACSR;DIA 31.80 O/A MM;UNGRS IEC560	M	1000
80	584629	COND ELEC:ACSR;DIA 33.80 O/A MM;GRS IEC630	M	1000
81	584614	COND ELEC:ACSR;DIA 33.80 O/A MM;UNGRS IEC630	M	1000
82	584630	COND ELEC:ACSR;DIA 37.60 O/A MM;GRS IEC800	M	1000
83	584615	COND ELEC:ACSR;DIA 37.60 O/A MM;UNGRS IEC800	M	1000
84	TBC6	COND ELEC:ACSR ODEN 10,58D UNGRS	M	4000
85	TBC7	COND ELEC:ACSR ZAMBEZI 6,96D UNGRS	M	21000
				57 550 316

Notes:

- a) The prices exclude VAT;
- c) Lead Time is _____ weeks from date of order acknowledgement;
- d) Rotek will be responsible for transportation of the goods to the site for Eskom's account; and
- e) 15% of the prices will be fixed and firm and the remaining 85% will be subject to escalation as per clause X1.