PART 2: PRICING DATA

NEC3 Supply Contract

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C2.1 Pricing assumptions

1. How *goods* and *service*s 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 *price schedule* unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is • the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, • plus other amounts to be paid to the *Supplier*, • less amounts to be paid by or retained from the *Supplier*. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *service*s which can be priced as lump sums or as expected quantities of *goods* and *service*s 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 *service*s 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	Description	Unit	Expected Quantity	Rate	Price
1.	Pressure Gauge, 0 – 1600 kPa **0234298**	Ea.	120		
2.	Pressure switch, Danfoss 0-8 Bar **0250864**	Ea.	120		
3.	Detector Sensors, DT952 **0250865**	Ea.	50		
4.	Detector Heat, Intrinsically Safe, DT972 **0250878**	Ea.	53		
5.	Galvanic Barrier GBX70 **0250866**	Ea.	33		
6.	Protocol Translator, intrinsically **0250867**	Ea.	15		
7.	Module, Linear Heat PIM-430 D-E **0250868**	Ea.	10		
8.	Monitor, Switch **0250869**	Ea.	35		
9.	Monitor, Zone, 55000-813 **0172687**	Ea.	150		
10.	Module, I/O **0172691**	Ea.	25		
11.	Loop Driver LC1502 **0172692**	Ea.	15		
12.	Arrestor, Surge **0250870**	Ea.	33		
13.	Power Supply, PSU2000 Rev 1.1 **0212153**	Ea.	10		
14.	Manual Call Point, addressable, interior **0172695**	Ea.	230		
15.	Detector, Heat **0172684**	Ea.	25		
16.	Base, Mounting for Detectors **0172694**	Ea.	530		
17.	Switch, Supervisory **0172685**	Ea.	100		
18.	Manual Call point, addressable, weatherproof **0172696**	Ea.	250		
19.	Detector, Optical **0172690**	Ea.	560		
20.	Break Glass **0172698**	Ea.	50		
21.	Card, X-pert **0172697**	Ea.	10		
22.	Charger, Blue Ginger **0172693**	Ea.	20		
23.	Isolator **0172688**	Ea.	87		
24.	Dual Stg Filter **0635742**	Ea.	56		

TOTAL	**R**

The total of the Prices