

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	Description	Unit Price	Price
1.	SCISSORS:STRAIGHT;LG 210 MM;85 MM;SS		
2.	PENCIL:GRAPHITE LEAD;HB;BLACK;1221		
3.	PAPER BOND:A4;GREEN LIGHT;SHEET;80 G/M2		
4.	RULER:30 CM;PLASTIC		
5.	SHARPENER PNCL:2		
6.	MARKER FELT TIP:HIGHLIGHTERS WALLET		
7.	BOOK EXRCS:2 QUIRE;A4;192;HARD;PAPER		
8.	FOLDER:PVC;A4;CARRY;ASSORTED;PLASTIC		
9.	FOLDER FILE:BANTEX;A4;PVC;DARK BLUE		
10.	ERASER RUBR:SYNTHETIC;60 X 20 MM;WHITE		
11.	PAPER BOND:A3;WHITE;SHEET;80 G/M2;REAM		
12.	PAPER BOND:A3;WHITE;SHEET;80 G/M2;REAM		
13.	CLIP PPR:LG 50 MM;STL		
14.	CLIP PPR:LG 76 MM;STL		
15.	FASTENER FILE:TWINCLIP;80 MM;STEEL		
16.	POCKET VSB INDX FILE:DOCUMENT;A4;CLEAR		
17.	CLIP PPR:LG 25 MM;STL;6540		
18.	BINDING ELEMENT COMB:A4;21;10 MM;WHITE		
19.	BINDING ELEMENT COMB:A4;21;12 MM;WHITE		
20.	STAPLE:PAPER;WD 12 X LG 5 X THK 0.5 MM		
21.	PENCIL MECH:CLUTCH CUSHION POINT;0.5 MM		
22.	MARKER FELT TIP:WHITEBOARD;RED;BROAD		
23.	TAPE EMBSG:BLACK ON WHITE;12 MM;3 M		
24.	LEAD PNCL:0.7 MM;HB;12		
25.	BOOK REC:SHORTHAND NOTE, STENO PAD		
26.	PAD DESK:STICKY NOTES;SQ 76 MM;YELLOW		
27.	BOOK:INDEX;NOTES;A5 MM;HARD;192		
28.	BOOK:EXAM PADS;NONE;100		
29.	PEN BALL PNT:BLG2 PILOT;1.0 MM;BLACK		

30.	BATT DCELL:ALKALINE;9 VDC		
31.	BATT DCELL:ALKALINE;1.5 VDC;AA;FLAT PIN		
32.	BATT DCELL:ALKALINE;1.5 VDC;AAA		
33.	STAPLE		
34.	MARKER FELT TIP SET:WHITEBOARD WALLET		
35.	MARKER FELT TIP:PERMANENT;BLACK;CHISEL		
36.	CLEANER:COMPUTER;FOAM AEROSOL;CAN 375 ML		
37.	PEN BALL PNT:PENTEL CLICK;1.0 MM		
38.	PEN:PENTEL 0.3 MM LINE;BLACK		
39.	PEN BALL PNT:REFILLABLE;M;BLUE;LIQUID		
40.	POUCH:LAMINATING;54 X 86 MM;PVC, CLEAR		
41.	BAND ELSTC:WD 3 MM;LG 150 MM;NATURAL		
42.	BATT DCELL:ALKALINE;1.5 VDC;AA;FLAT PIN		
43.	BATT DCELL:ALKALINE;1.5 VDC;AAA		
44.	CLIP PPR:GEM;LG 33 MM;STL;ASSORTED		
45.	CLIP PPR:GEM;LG 50 MM;STL;COLORED		
46.	DIVIDER INDX:PVC;FILE 10 TAB;A4		
47.	DIVIDER INDX:PVC;JAN-DEC;A4		
48.	TAPE ADHSV:SEALING;24MM X 66M;POLYTHENE		
49.	FILE STNRY:ARCH LEVER 1451;40 MM;PVC		
50.	LABEL:FLAGS, POST IT;3M;4 COLORS;BLANK		
51.	LABEL:FLAG;WD 12 X LG 45 MM;ASSORTED		
52.	PAD CHRT:FLIP;WD 590 X LG 840 MM;WHITE		
53.	ADHESIVE:GLUE STICK;TUBE 40 G		
54.	ADHESIVE:PRESTIK;100 G		
55.	MARKER:SIGN PEN;BLACK		
56.	MARKER FELT TIP SET:WHITEBOARD WALLET		
57.	REFILL MEMO CUBE:POP UP POST IT;ASSORTED		
58.	TAPE ADHSV:SEALING;24MM X 66M;POLYTHENE		
59.	PEN CORCTN:WHITE;FINE;18 ML;TIPPEX		
60.	REMOVER STPL:CLAW;METAL AND PLASTIC		
61.	STAPLE:REXEL STAPLES STANDARD;NO 56;STL		
62.	CLEANER:WHITE BOARD PARROT;LIQUID;250 ML		

63.	FOLDER:PRESENTATION 3210;A4;CARRY		
64.	PEN BALL PNT:BLACK		
65.	PEN BALL PNT:PENTEL CLICK;1.0 MM		
66.	PAD WRTG PPR:TELEPHONE MESSAGE;ASSORTED		
67.	LEAD PNCL:0.5 MM;HB		
68.	PEN BALL PNT:SUPER GRIP RETRACT;0.7 MM		
69.	STAPLE:HEAVY DUTY;23/6;WD 6 MM		
70.	MARKER FELT TIP:PERMANENT;ASSORTED		
71.	PAD WRTG PPR:EXAM PUNCH;A4;BLACK;80;YES		
72.	BATT DCELL:ALKALINE;9 VDC;COPPERTOP		
73.	ERASER BRD:DUSTER, WHITEBOARD		
74.	SHREDDER OFFC:PAPER;9.25 IN;13 GAL		

The total of the Prices

NOTE: NO PRICE TO BE SUBMITTED AT THE TENDER CLOSING DATE. BIDDERS WILL PARTICIPATE ON PRICE ON THE E-AUCTION PLATFORM

The contract will be fixed and firm for first year, thereafter the contract will be escalated by acceptable CPI when anniversary date kicks in