

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 No.	Description	Unit	QTY	Rate	Total
1.	Hazmat Trailer				
1.1	Manufacture Hazmat Trailer as per the specification provided	Each	1		
2.	Emergency lights				
The Hazmat trailer shall have the following emergency lights					
2.1	LED red rotating lights shall be mounted on either side of the rear of the roof	Each	2		
2.2	LED flasher just below roof height to increase visibility from the rear	Each	2		
2.3	LED Flashers on each side of the trailer to increase visibility from the side (front and rear)	Each	2		
2.4	Standard brake, reverse and tail lights of the trailer would be installed in such a way that it is not underneath the lowest edge of the trailer	Each	1		
3.	Equipment				
Equipment will be supplied and fitted					
3.1	Complete Portable Gas Monitors (Testing LEL,O ² ,CO, And H ₂ S hydrogen sulphide)	Each	2		
3.2	Level A & B Fully Encapsulated Hazmat Suits C/W Boots And Gloves (Specs To Be Supplied With Tender For This Item, To Include Shelf Live, Six Of Each Type)	Each	12		
3.3	Coveralls White, Level C (Specs To Be Supplied With Tender For This Item, To Include Shelf Live)	Each	6		
3.4	Rolls Chemical Tape	Each	6		
3.5	Wedge Kit	Each	1		
3.6	Patch & Plug Response Kit Series AE	Each	1		
3.7	Tank, Pipe And Drum Sealing Kit	Each	1		
3.8	Piece Intrinsic Safe Tool Kit	Each	17		
3.9	Hazmat Hooligan Tool (Non Spark)	Each	1		
3.10	Plug And Dike Pre-Mix	Each	2		
3.11	Complete Emergency Spill Kit	Each	1		
3.12	Standard Decontamination Shower (Shower Pool And Elevation Grid To Be Included, In A Carry Bag)	Each	2		

3.13	Decon Brush (Please Specify If This Item Is Single Use Or Not And Shelf Life)	Each	6		
3.14	Brooms	Each	4		
3.15	Non Spark Shovel	Each	4		
3.16	Hazmat Fluid Transfer Pump With All Connectors And Piping (To Transfer Contaminated Fluid From Decon Showers)	Each	1		
3.17	Portable Decon Spray Hoop	Each	1		
3.18	Dräger PSS 000 SCBA Complete With FPS 7000 Mask And Composite Cylinder, To Include Carry Bags For Masks	Each	6		
3.19	Composite SCBA Cylinders Fitted With Access Flow Valve	Each	12		
3.20	Set Of Assorted Plastic Bags	Each	1		
3.21	Tasco Sierra Binoculars 10 X 42 Magnification	Each	2		
3.22	Decon Waste Fluid Tank 150 Gallons	Each	1		
3.23	Sets Of LED Scene Lights 220V (Intrinsically Safe, Tripod Type)	Each	2		
3.24	Weather Station To Indicate Wind Speed And Direction And Ambient Temperature And Windsock	Each	1		
3.25	450mm Hi-Viz Road Cones With Reflective Stripes	Each	15		
3.26	Set Hazmat Lifting Bags, Complete With Accessories	Each	1		
3.27	Portable Positive Pressure Fan, Intrinsically Safe Including Ducting For Ventilation, 23cm In Diameter And Using 220 Volt Electricity	Each	1		
3.28	Full Chlorine Kid response equipment	Each	1		
3.29	Trailer must be registered as per Road Traffic Act	Each	1		
4.	Signage				
4.1	Supply and install signage as per specification provided	Each	1		
	Provide a Signage separately per item				
5.	Transportation				
5.1	On completion, take delivery of the finished product to Camden Power Station	Km			

Total (Excl. VAT)