| Clause | | | Remarks/Guidelines |
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| **GCT 14 Erratic pricing** | | | |
| (1) | | Without prejudice to the generality of the other General Conditions of Tender and Special Conditions of Tender, the *Client* may regard a tender as not being the most advantageous, irrespective of whether or not it is the lowest tender or the tender with the highest overall score, if in the *Client*’s opinion: |  |
| (a) | | the Schedule of Percentages in the Contract Data Part two of the tender have been priced erratically whether or not such erratic pricing is the result of the application of Appendix [*insert appropriate reference*] to these General Conditions of Tender; and |  |
| (b) | | the erratic pricing is such as to expose the *Client* to an unacceptable level of financial risk. |  |
| (2) | | For the purposes of this Clause, “erratic pricing” means the situation where an item or certain items in Schedule of Percentages in the Contract Data Part two are priced or structured in such a way as to suggest significant and unjustified:- |  |
| (a) | | inconsistency, irregularity or non-uniformity as compared with item or items of the same or similar nature in the same Schedule of Percentages or another Schedule of Percentages submitted by the same tenderer in the same tendering exercise; or |  |
| (b) | | deviation from prevailing market prices in respect of the same or similar item or items. |  |
|  | The expression “priced erratically” shall be construed accordingly. | |  |
| (3) | | In determining prevailing market price, the *Client* may take into account the *Service Manager* designate’s estimates, the average price of the same item in other tenders submitted for the same tendering exercise, and/or the price of the same or similar items in other tendering exercises after making adjustment for changes in price in accordance with inflation or deflation. |  |