**APPENDIX [ ] TO THE GENERAL CONDITIONS OF TENDER**

**Correction Rules for Tender Errors**

**(General Conditions of Tender Clause GCT 11)**

**Section 1 – General**

* 1. For errors which have been specifically addressed in the General or Special Conditions of Tender, the errors shall be dealt with strictly in accordance with the relevant General or Special Conditions of Tender. The following rules shall only apply where the errors have not been specifically addressed in the General or Special Conditions of Tender.
  2. Subject to paragraph 1.1 above, where a correction rule provided in Section 2 below is applicable, the errors shall be corrected in accordance with that rule.
  3. In the event no written correction rule is applicable,

1. where ambiguity as to the tenderer’s true intention exists, it shall be construed by the tender examiner by reference to the best practice or his best judgment; and
2. where errors relate to factual information and there is no room for manipulation by a tenderer by virtue of subsequent correction; or where the correction of such errors would not change the tender in substance or the quality of the tender which would give the tenderer an advantage over the other tenderers, the concerned tenderers may be permitted to correct the errors. In other cases, the tender shall be assessed with the errors as submitted.
   1. For the purposes of these rules, errors include omissions.

**Section 2 – Errors in pricing document**

1. If errors are found in the Schedule of Percentages in the Contract Data Part two, they shall be corrected as follows:
2. Errors in extensions and summations of *contract percentages* shall be corrected and the rectified amounts carried to the forecast total of the Prices\* / Total Value for Tender Assessment (TVTA)\*.
3. Where no *contract percentage* or an illegible *contract percentage* has been inserted against any item in the Schedule of Percentages, it shall be deemed that the tenderer is taken to have agreed with the *price list* in respect of those items and does not intend to make any variation thereto, thus the *contract percentage* shall be marked as zero.
4. If one or more pages of the Schedule of Percentages are found missing, it shall be deemed that the tenderer is taken to have agreed with the *price list* in respect of all items in those pages and does not intend to make any variation thereto, thus the *contract percentages* for all items in the missing page(s) shall be marked as zero.
5. Should there be a tender addendum introducing changes to the Schedule of Percentages but the changes have not been incorporated into the Schedule of Percentages by a tenderer, then the changes as required by the tender addendum shall be incorporated into the tenderer’s Schedule of Percentages and the *contract percentages* for those new items or modified items shall be determined as follows:

|  |  |
| --- | --- |
| Where new item is introduced | It shall be deemed that the tenderer is taken to have agreed with the *price list* in respect of the new item and does not intend to make any variation thereto, thus the *contract percentage* for the new item shall be marked as zero. |
| Where the item description and/or weight factor is changed | If a *contract percentage* has been entered against the original item, the same *contract percentage* shall be used. |
| Where an item is deleted | That item shall be deleted in accordance with the addendum. |

1. If error is found in the *fee percentage*, it shall be corrected as follows:
2. If the *fee percentage* inserted by the tenderer in the Contract Data Part two exceeds the *cap of fee percentage* as stated in the Contract Data Part two, it shall be corrected to the *cap of fee percentage*. The Grand Summary of the Schedule of Percentages including the forecast total of the Prices\* / TVTA\* shall be adjusted accordingly.
3. If the *fee percentage* inserted by the tenderer in the Contract Data Part two is a negative percentage or lower than the *minimum fee percentage*, it shall be corrected to the *minimum fee percentage*. The Grand Summary of the Schedule of Percentages including the forecast total of the Prices\* / TVTA\* shall be adjusted accordingly.
4. If the tenderer has not inserted a *fee percentage* in the Contract Data Part two, the *fee percentage* shall be corrected to the *minimum fee percentage*. The Grand Summary of the Schedule of Percentages including the forecast total of the Prices\* / TVTA\* shall be adjusted accordingly.
5. If the *fee percentage* inserted by the tenderer in the Contract Data Part two is illegible, the *fee percentage* shall be corrected to the *minimum fee percentage*. The Grand Summary of the Schedule of Percentages including the forecast total of the Prices\* / TVTA\* shall be adjusted accordingly.
6. Where the Grand Summary of the Schedule of Percentages contains contingency sum for Defined Cost for compensation events, \*provisional sum for price adjustment for inflation under secondary Option X1, or any combination of them and the tenderer fails to include any or all of them correctly in the Grand Summary, then such sum (or sums) shall be correctly reinstated in the Grand Summary.
7. Where the Grand Summary of the Schedule of Percentages contains contingency sum for Fee for compensation events, and sub-total of all contingency sums and provisional sums or any combination of them and arithmetical errors are found, then errors in calculation of such sum (or sums) shall be corrected in the Grand Summary.
8. After correcting all the errors in the manner abovementioned, the values for tender assessment and their total and the forecast total of the Prices\* / TVTA\* in the Grand Summary of the Schedule of Percentages shall be corrected accordingly.

\* Modify where appropriate.