**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.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *Notes: Four sets of similar but slightly different correction rules are set out in Section 2. Their applications are shown in the table below: -*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Set**  | **I** | **II** | **III** | **IV** |
| Similar to conventional | Lump sum contract | Lump sum contract | Re-measurement | Re-measurement |
| with | activity schedule | bill of quantities | activity schedule | bill of quantities |
| NEC | **Option A**(May use for **Option C** in building contracts) | (May use for **Option B & D** in building contracts) | **Option C** | **Option B****Option D** |

 |

**[Set I]**

**\*Section 2 – Errors in pricing document [*for use in contracts with activity schedule and correction rules similar to those for conventional lump sum contracts,* ]**

* 1. The tendered total of the Prices stated in the Form of Tender shall remain unchanged irrespective of any corrections made hereinafter. If there is a discrepancy between the amount in “words” and in “figures” for the tendered total of the Prices in the Form of Tender, the one that agrees with the figure stated in the Grand Summary of the *activity schedule* shall be taken as the tendered total of the Prices. If neither one agrees with the figure stated in the Grand Summary, the amount in “figures” shall be taken as the tendered total of the Prices. Where either the amount in “words” or the amount in “figures” is left blank or illegible, the remaining one shall be taken as the tendered total of the Prices. **If the amount in “words” and the amount in “figures” for the tendered total of the Prices in the Form of Tender are both left blank or illegible, the tender is invalid**. Subject to the conditions abovementioned, the tendered total of the Prices stated in the Form of Tender shall take precedence over the tendered total of the Prices stated in the Contract Data Part two and the Grand Summary and the same figure shall be correctly reinstated in the latter two documents for any discrepancy. If the tenderer has not inserted the tendered total of the Prices in Contract Data Part two, the tendered total of the Prices in Contract Data Part two shall be corrected to the tendered total of the Prices stated in the Form of Tender.
	2. If there are errors in the *activity schedule*, they shall be corrected as follows:
1. Errors in casting of page totals in a schedule of the *activity schedule* shall be corrected and the rectified amounts shall be carried to the Grand Summary.
2. The extension may be amended to agree with the quantity and rate or (dependent on the judgement of the tender examiner) the rate may be amended to agree with the quantity and the extension but in no case will the alteration of both rate and extension be permitted for any re-measurement item with provisional quantity. [Optional]
3. Indistinct rates shall be clarified to agree with the quantity and the extension for any re-measurement item with provisional quantity. [Optional]
4. Where there is no price or an illegible price inserted against any activity in the *activity schedule*, it shall be deemed that the price for the activity has been allowed in prices entered elsewhere in the *activity schedule* and the price shall therefore be marked as zero.
5. If one or more pages of the *activity schedule* are found missing, subject to sub-paragraph (vii) below, the prices for all activities in the missing page(s) shall be marked as zero and the prices shall be deemed to have been allowed for in prices entered elsewhere in the *activity schedule*.
6. Should there be a tender addendum introducing changes to the *activity schedule* but the changes have not been incorporated into the *activity schedule* by a tenderer, then the changes as required by the tender addendum shall be incorporated into the tenderer’s *activity schedule* and the prices for those new activities or modified activities shall be determined as follows:

|  |  |
| --- | --- |
| Where new activity is introduced | Price for the new activity shall be marked as zero and the price of the activity shall be deemed to have been allowed for in prices entered elsewhere in the *activity schedule*, unless it is an activity pre-priced by the *Client*. For a pre-priced activity, the same price in the addendum shall be used. |
| Where the activity description is changed | If a price has been entered against the original activity, the same price shall be used. |
| Where an activity is deleted | That activity shall be deleted in accordance with the addendum. |
| Where the provisional quantity for any re-measurement item is changed [Optional] | If a rate has been entered against the original item, the same rate shall be used. |
| Where the measurement unit is modified for any re-measurement item [Optional] | If a rate has been entered against the original item, the rate shall be adjusted to fit in with the new unit. |

1. Where the *activity schedule* contains any pre-priced activities and the tenderer fails to include any of them correctly in its *activity schedule*, then such sum (or sums) shall be correctly reinstated in the *activity schedule*.
2. Where the total of the prices of the additional activities in any schedule of Schedule No. [XX]# to [XX]# of the *activity schedule* entered by the tenderer exceeds [10%]^ of the total of the prices for that schedule, the total of the prices of the additional activities in the respective schedule shall be corrected to the equivalent value of [10%]^ of the total of prices for that schedule. The difference between the corrected prices and the original prices entered by the tenderer for that schedule shall then be distributed to all activities in that schedule in proportion according to the original prices of those activities entered by the tenderer. [Optional]

# Please insert appropriate schedule reference.

^ Please insert appropriate percentage to suit the project specific consideration.

* 1. After correcting all the errors in accordance with paragraph 2.2 above, the difference between:
1. the tendered total of the Prices stated in the Form of Tender minus the total of the prices for any pre-priced activities, and
2. the corrected total of all schedules of the *activity schedule* minus the total of the prices for any pre-priced activities

shall be calculated as a plus percentage of the sum at 2.3(ii) if 2.3(i) is greater than 2.3(ii), or as a minus percentage of the sum at 2.3(ii) if 2.3(i) is less than 2.3(ii).

* 1. Subject to paragraph 2.3, the plus or minus percentage shall be applied to the tendered prices including those corrected under paragraph 2.2 but excluding all pre-priced activities.
	2. After application of paragraphs 2.1 to 2.4 above, if Schedule No. [X]\*\* contains additional activities which are not related to MiC works, the prices of those additional activities not related to MiC works shall be deducted from the total of the prices for Schedule No. [X]\*\*. The difference between the corrected total of prices and the total of the prices before adjustment for Schedule No. [X]\*\* shall then be distributed to other activities in all schedules of the activity schedule, except for Schedule No. [X]\*\* #[and [Y]\*\*] and those pre-priced activities, in proportion according to the prices of those activities before application of this rule. Those additional activities not related to MiC works shall be deleted and their prices shall be deemed to have been allowed for in elsewhere in the activity schedule. [*Clause for adoption of milestone payment of MiC works*]

\*\* Please insert the Schedule No. X and Y for MiC and MiMEP works respectively

# delete if there is no MiMEP works involved

After application of paragraphs 2.1 to 2.4 above, if Schedule No. [Y]\*\* contains additional activities which are not related to MiMEP works, the prices of those additional activities not related to MiMEP works shall be deducted from the total of the prices for Schedule No. [Y]\*\*. The difference between the corrected total prices and the total of the prices before adjustment for Schedule No. [Y]\*\* shall then be distributed to other activities in all schedules of the activity schedule, except for Schedule No. [Y]\*\* #[and [X]\*\*] and those pre-priced activities, in proportion according to the prices of those activities before application of this rule. Those additional activities not related to MiMEP works shall be deleted and their prices shall be deemed to have been allowed for in elsewhere in the activity schedule. [*Clause for adoption of milestone payment of MiMEP works*]

\*\* Please insert the Schedule No. X and Y for MiC and MiMEP works respectively

# delete if there is no MiC works involved

After application of paragraphs 2.1 to 2.4 above, if the corrected total of the prices for Schedule No. [XX]## of the *activity schedule* exceeds [YY%]^^ of the corrected total of the prices for all schedules of the *activity schedule*, then the corrected total of the prices for Schedule No. [XX]## shall be further adjusted to the equivalent value of [YY%]^^ of the corrected total of the prices for all schedules. The prices of the activities in Schedule No. [XX]##, except for those pre-priced activities, shall be adjusted in proportion according to the prices of those activities before application of this rule. The difference between the adjusted prices and the prices before adjustment for Schedule No. [XX]## shall then be distributed to other activities in all schedules of the *activity schedule*, except for Schedule No. [XX]## and those pre-priced activities, in proportion according to the prices of those activities before application of this rule. [*Optional clause for prevention of front loading scenario but satisfying the cash flow requirement if applicable*]

## Please insert appropriate schedule reference.

^^ Please insert appropriate percentage to suit the project specific consideration.

* 1. The tender examiner may adjust the corrected prices for any round-off error in order to match with the tendered total of the Prices stated in the Form of Tender.
	2. After correcting errors in accordance with the foregoing rules, the summary of all schedules of the *activity schedule* shall be endorsed as follows:

“In accordance with the correction rules set out in Appendix [*insert appropriate reference*] to the General Conditions of Tender as referred to in the General Conditions of Tender Clause GCT 11, all the prices inserted by the tenderer in Schedules No. […] and […] to […] of the *activity schedule* [except those pre-priced activities] shall be corrected by …..% and …..% respectively for all purposes for which those prices may be used under the contract.”

2.7A After correcting all the errors in the manner abovementioned, the tendered total of the Prices in the Grand Summary shall be corrected to the corrected total of all schedules of the *activity schedule* with adjustment in accordance with paragraph 2.7 above incorporated.

* 1. If error is found in the *fee percentage*, it shall be corrected as follows:
1. 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 including the forecast total of the Prices shall be adjusted accordingly.
2. 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 including the forecast total of the Prices shall be adjusted accordingly.
3. 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 including the forecast total of the Prices shall be adjusted accordingly.
4. 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 including the forecast total of the Prices shall be adjusted accordingly.
	1. Where the Grand Summary contains contingency sum for Defined Cost for compensation events, \*provisional sum for price adjustment for inflation under secondary Option X1, \*provisional sum for provision of Assistant Clerical Officer (Labour Relations) and \*provisional sum for performance-tied payment item under Pay for Safety Performance Merit Scheme (PFSPMS) under secondary Option X20 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.
	2. Where the Grand Summary 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.
	3. After correcting all the errors in the manner abovementioned, the forecast total of the Prices shall be corrected to the sum of (i) the tendered total of the Prices in the Form of Tender and (ii) the sub-total of all corrected contingency sums and corrected provisional sums in the Grand Summary.
	4. Where the Grand Summary is found missing, it shall be correctly reinstated and corrected according to paragraphs 2.1 to 2.11 above.

\* Modify where appropriate

**[Set II]**

**\*Section 2 – Errors in pricing document [*for use in contracts with bill of quantities and correction rules similar to those for conventional lump sum contracts*]**

* 1. The tendered total of the Prices stated in the Form of Tender shall remain unchanged irrespective of any corrections made hereinafter. If there is a discrepancy between the amount in “words” and in “figures” for the tendered total of the Prices in the Form of Tender, the one that agrees with the figure stated in the Grand Summary of the *bill of quantities* shall be taken as the tendered total of the Prices. If neither one agrees with the figure stated in the Grand Summary, the amount in “figures” shall be taken as the tendered total of the Prices. Where either the amount in “words” or the amount in “figures” is left blank or illegible, the remaining one shall be taken as the tendered total of the Prices. **If the amount in “words” and the amount in “figures” for the tendered total of the Prices in the Form of Tender are both left blank or illegible, the tender is invalid**. Subject to the conditions abovementioned, the tendered total of the Prices stated in the Form of Tender shall take precedence over the tendered total of the Prices stated in the Contract Data Part two and the Grand Summary and the same figure shall be correctly reinstated in the latter two documents for any discrepancy. If the tenderer has not inserted the tendered total of the Prices in Contract Data Part two, the tendered total of the Prices in Contract Data Part two shall be corrected to the tendered total of the Prices stated in the Form of Tender.
	2. If there are errors in the *bill of quantities*, they shall be corrected as follows:
1. Errors in casting of page totals in a bill of the *bill of quantities* shall be corrected and the rectified amounts shall be carried to the Grand Summary.
2. The extension may be amended to agree with the quantity and rate or (dependent on the judgement of the tender examiner) the rate may be amended to agree with the quantity and the extension but in no case will the alteration of both rate and extension be permitted.
3. Indistinct rates shall be clarified to agree with the quantity and the extension.
4. Where there is no extension or an illegible extension and no rate or an illegible rate has been inserted against any item or quantity in the *bill of quantities* it shall be deemed that the price of the item or quantity has been allowed for in rates entered elsewhere in the *bill of quantities* and the rate shall therefore be marked as zero.
5. If one or more pages of the *bill of quantities* are found missing, subject to sub-paragraph (vii) below, the rates for all items in the missing page(s) shall be marked as zero and the prices shall be deemed to have been allowed for in rates entered elsewhere in the *bill of quantities*.
6. Should there be a tender addendum introducing changes to the *bill of quantities* but the changes have not been incorporated into the *bill of quantities* by a tenderer, then the changes as required by the tender addendum shall be incorporated into the tenderer’s *bill of quantities* and the rates for those new items or modified items shall be determined as follows:

|  |  |
| --- | --- |
| Where new item is introduced | Rate for the new item shall be marked as zero and the price of the item shall be deemed to have been allowed for in rates entered elsewhere in the *bill of quantities*, unless it is an item pre-priced by the *Client*. For a pre-priced item, the same rate in the addendum shall be used. |
| Where the item description and/or quantity is changed | If a rate has been entered against the original item, the same rate shall be used. |
| Where an item is deleted | That item shall be deleted in accordance with the addendum. |
| Where the measurement unit is modified | If a rate has been entered against the original item, the rate shall be adjusted to fit in with the new unit. |

1. Where the *bill of quantities* contains any pre-priced items and the tenderer fails to include any of them correctly in its *bill of quantities*, then such sum (or sums) shall be correctly reinstated in the *bill of quantities*.
	1. After correcting all the errors in accordance with paragraph 2.2 above, the difference between:
2. the tendered total of the Prices stated in the Form of Tender minus the total of any pre-priced items, and
3. the corrected total of all items in all bills of the *bill of quantities* minus the total of any pre-priced items

shall be calculated as a plus percentage of the sum at 2.3(ii) if 2.3(i) is greater than 2.3(ii), or as a minus percentage of the sum at 2.3(ii) if 2.3(i) is less than 2.3(ii).

* 1. Subject to paragraph 2.3, the plus or minus percentage shall be applied to the tendered rates including those corrected under paragraph 2.2 but excluding all pre-priced items.
	2. After application of paragraphs 2.1 to 2.4 above, if the corrected total of the prices for Bill No. [XX]## of the *bill of quantities* exceeds [YY%]^^ of the corrected total of the prices for all bills of the *bill of quantities*, then the corrected total of the prices for Bill No. [XX]## shall be further adjusted to the equivalent value of [YY%]^^ of the corrected total of the prices for all bills. The rates of the items in Bill No. [XX]##, except for those pre-priced items, shall be adjusted in proportion according to the rates of those items before application of this rule. The difference between the adjusted rates and the rates before adjustment for Bill No. [XX]## shall then be distributed to other items in all bills of the *bill of quantities* except for Bill No. [XX]## and those pre-priced items, in proportion according to the rates of those items before application of this rule. [*Optional clause for prevention of front loading scenario but satisfying the cash flow requirement if applicable*]

## Please insert appropriate bill reference.

^^ Please insert appropriate percentage to suit the project specific consideration.

* 1. The tender examiner may adjust the corrected rates for any round-off error in order to match with the tendered total of the Prices stated in the Form of Tender.
	2. After correcting errors in accordance with the foregoing rules, the summary of all bills of the *bill of quantities* shall be endorsed as follows:

“In accordance with the correction rules set out in Appendix [*insert appropriate reference*] to the General Conditions of Tender as referred to in the General Conditions of Tender Clause GCT 11, all the rates and prices inserted by the tenderer in Bills No. […] and […] to […] of the *bill of quantities* [except those pre-priced items] shall be corrected by …..% and …..% respectively for all purposes for which those rates and prices may be used under the contract.”

2.7A After correcting all the errors in the manner abovementioned, the tendered total of the Prices in the Grand Summary shall be corrected to the corrected total of all bills of the *bill of quantities* in accordance with paragraph 2.7 above incorporated.

* 1. If error is found in the *fee percentage*, it shall be corrected as follows:
1. 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 including the forecast total of the Prices shall be adjusted accordingly.
2. 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 including the forecast total of the Prices shall be adjusted accordingly.
3. 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 including the forecast total of the Prices shall be adjusted accordingly.
4. 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 including the forecast total of the Prices shall be adjusted accordingly.
	1. Where the Grand Summary contains contingency sum for Defined Cost for compensation events, \*provisional sum for price adjustment for inflation under secondary Option X1, \*provisional sum for provision of Assistant Clerical Officer (Labour Relations) and \*provisional sum for performance-tied payment item under Pay for Safety Performance Merit Scheme (PFSPMS) under secondary Option X20 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.
	2. Where the Grand Summary 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.
	3. After correcting all the errors in the manner abovementioned, the forecast total of the Prices shall be corrected to the sum of (i) the tendered total of the Prices in the Form of Tender and (ii) the sub-total of all corrected contingency sums and corrected provisional sums in the Grand Summary.
	4. Where the Grand Summary is found missing, it shall be correctly reinstated and corrected according to paragraphs 2.1 to 2.11 above.

\* Modify where appropriate

**[Set III]**

**\*Section 2 – Errors in pricing document [*for use in contract with activity schedule and correction rules similar to those for conventional re-measurement contracts*]**

1. Under no circumstances can the tendered prices for activities be changed. *[Note: Please insert at the end “, except that the tendered price(s) for items in the activity schedule that are stipulated as subject to pre-bid arrangement shall be corrected as stipulated in Clause 2.2(vii) below” if pre-bid arrangement is adopted.]*
2. If errors are found in the *activity schedule*, they shall be corrected as follows:
3. Errors in extensions and casting of page totals in a schedule of the *activity schedule* shall be corrected and the rectified amounts shall be carried to the Grand Summary.
4. Where there is an extension but no rate or an illegible rate has been inserted against any provisional quantity for any re-measurement item in the *activity schedule* the rate is deemed to be the extension divided by the provisional quantity as rounded off to the nearest cent. [Optional]
5. Subject to sub-clause (ii) above, where there is no price or an illegible price has been inserted against any activity in the *activity schedule*, it shall be deemed that the price for the activity has been allowed in prices entered elsewhere in the *activity schedule* and the price shall therefore be marked as zero.
6. If one or more pages of the *activity schedule* are found missing, subject to sub-paragraph (vi) below, the prices for all activities in the missing page(s) shall be marked as zero and the prices shall be deemed to have been allowed for in prices entered elsewhere in the *activity schedule*.
7. Should there be a tender addendum introducing changes to the *activity schedule* but the changes have not been incorporated into the *activity schedule* by a tenderer, then the changes as required by the tender addendum shall be incorporated into the tenderer’s *activity schedule* and the prices for those new activities or modified activities shall be determined as follows:

|  |  |
| --- | --- |
| Where new activity is introduced | Price for the new activity shall be marked as zero and the price of the activity shall be deemed to have been allowed for in prices entered elsewhere in the *activity schedule*, unless it is an activity pre-priced by the *Client*. For a pre-priced activity, the same price in the addendum shall be used. |
| Where the activity description is changed | If a price has been entered against the original activity, the same price shall be used. |
| Where an activity is deleted | That activity shall be deleted in accordance with the addendum. |
| Where the provisional quantity for any re-measurement item is changed [Optional] | If a rate has been entered against the original item, the same rate shall be used. |
| Where the measurement unit is modified for any re-measurement item [Optional] | If a rate has been entered against the original item, the rate shall be adjusted to fit in with the new unit. |

1. Where the *activity schedule* contains any pre-priced activities and the tenderer fails to include any of them correctly in its *activity schedule*, then such sum (or sums) shall be correctly reinstated in the *activity schedule*.
2. For any item stipulated as subject to pre-bid arrangement in Appendix [S] to the *additional conditions of contract*, the price quoted for the corresponding activity in the *activity schedule* shall be the same as the price quoted (or corrected, if applicable) in the “Amount” column for that item in the *pricing information* submitted by the tenderer. If there is any discrepancy between the two prices so quoted, the price for the item quoted in the *activity schedule* shall be corrected to follow the price for the item quoted in the *pricing information*. [Optional, applicable if pre-bid arrangement is adopted.]
3. After correcting all the errors in the manner abovementioned, the tendered total of the Prices in the Grand Summary shall be corrected to the corrected total of all schedules of the *activity schedule*. The tendered total of the Prices stated in the Form of Tender and the Contract Data Part two shall be corrected accordingly.

2.3A If the *activity schedule* does not require any correction, and if the tendered total of the Prices stated in the Grand Summary is different from that stated in the Form of Tender or the Contract Data Part two, the Grand Summary shall prevail and the latter shall be corrected accordingly.

2.3B If the tenderer has not inserted the tendered total of the Prices in Contract Data Part two, the tendered total of the Prices in Contract Data Part two shall be corrected to the tendered total of the Prices stated (or corrected, if applicable) in the Grand Summary.

2.4 If error is found in the *fee percentage*, it shall be corrected as follows:

1. 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 including the forecast total of the Prices shall be adjusted accordingly.
2. 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 including the forecast total of the Prices shall be adjusted accordingly.
3. 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 including the forecast total of the Prices shall be adjusted accordingly.
4. 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 including the forecast total of the Prices shall be adjusted accordingly.
5. Where the Grand Summary contains contingency sum for Defined Cost for compensation events, \*provisional sum for price adjustment for inflation under secondary Option X1, \*provisional sum for provision of Assistant Clerical Officer (Labour Relations) and \*provisional sum for performance-tied payment item under Pay for Safety Performance Merit Scheme (PFSPMS) under secondary Option X20 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.
6. Where the Grand Summary 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.
7. After correcting all the errors in the manner abovementioned, the forecast total of the Prices shall be corrected to the sum of (i) the corrected tendered total of the Prices and (ii) the sub-total of all corrected contingency sums and corrected provisional sums in the Grand Summary.
8. Where the Grand Summary is found missing, it shall be correctly reinstated and corrected according to paragraphs 2.1 to 2.7 above.

\* Modify where appropriate.

**Section 3 - Errors in *pricing information [for use in contracts adopting pre-bid arrangement]***

1. If errors are found in the *pricing information*, they shall be corrected as follows:
2. Errors in extensions and casting of page totals in a schedule of the Schedule of Rates for an item stipulated as subject to pre-bid arrangement shall be corrected and the rectified amounts shall be carried to the summary page of the Schedule of Rates.
3. Where there is an extension but no rate or an illegible rate has been inserted against any item or quantity in the Schedule of Rates for an item stipulated as subject to pre-bid arrangement, the rate shall be deemed to be the extension divided by the quantity as rounded off to the nearest cent.
4. Where there is no extension or an illegible extension and no rate or an illegible rate has been inserted against any item or quantity in the Schedule of Rates for an item stipulated as subject to pre-bid arrangement, it shall be deemed that the price of the item or quantity has been allowed for in rates entered elsewhere in the Schedule of Rates and the rate shall therefore be marked as zero.
5. After correcting all errors in the manner abovementioned, the total amount for each item stipulated as subject to pre-bid arrangement and stated in the summary page of the Schedule of Rates shall, where applicable, be corrected to the corrected total of the relevant schedule(s) of the Schedule of Rates.
6. Any errors found in the calculation of (a) the resulting Fee and (b) the total amount to be brought forward to the *activity schedule* shall be corrected using the *fee percentage* (or its corrected value if it is corrected) and total of all schedules of the Schedule of Rates (or its corrected value if it is corrected) in the summary page of the Schedule of Rates.
7. The price for each item of the *activity schedule* that is subject to pre-bid arrangement, the tendered total of the Prices and the forecast total of the Prices as stated in the Grand Summary of the *activity schedule*, and the tendered total of the Prices stated in the Form of Tender and the Contract Data Part two shall be corrected accordingly.
8. Under no circumstances can the tendered rates be changed.

**[Set IV]**

**\*Section 2 – Errors in pricing document [*for use in contracts with bill of quantities and correction rules similar to those for conventional re-measurement contracts*]**

1. Under no circumstances can the tendered rates be changed. *[Note: Please insert at the end “, except that the tendered price(s) for item(s) stipulated as subject to pre-bid arrangement shall be corrected as stipulated in Clause 2.2(vii) below” if pre-bid arrangement is adopted.]*
2. If errors are found in the *bill of quantities*, they shall be corrected as follows:
3. Errors in extensions and casting of page totals in a bill of the *bill of quantities* shall be corrected and the rectified amounts carried to the Grand Summary.
4. Where there is an extension but no rate or an illegible rate has been inserted against any quantity in the *bill of quantities* the rate is deemed to be the amount divided by the quantity as rounded off to the nearest cent.
5. Where there is no extension or an illegible extension and no rate or an illegible rate has been inserted against any item or quantity in the *bill of quantities* it shall be deemed that the price of the item or quantity has been allowed for in rates entered elsewhere in the *bill of quantities* and the rate shall therefore be marked as zero.
6. If one or more pages of the *bill of quantities* are found missing, subject to sub-paragraph (vi) below, the rates for all items in the missing page(s) shall be marked as zero and the prices shall be deemed to have been allowed for in rates entered elsewhere in the *bill of quantities*.
7. Should there be a tender addendum introducing changes to the *bill of quantities* but the changes have not been incorporated into the *bill of quantities* by a tenderer, then the changes as required by the tender addendum shall be incorporated into the tenderer’s *bill of quantities* and the rates for those new items or modified items shall be determined as follows:

|  |  |
| --- | --- |
| Where new item is introduced | Rate for the new item shall be marked as zero and the price of the item shall be deemed to have been allowed for in rates entered elsewhere in the *bill of quantities*, unless it is an item pre-priced by the *Client*. For a pre-priced item, the same rate in the addendum shall be used. |
| Where the item description and/or quantity is changed | If a rate has been entered against the original item of work, the same rate shall be used. |
| Where an item is deleted | That item shall be deleted in accordance with the addendum. |
| Where the measurement unit is modified | If a rate has been entered against the original item of work, the rate shall be adjusted to fit in with the new unit. |

1. Where the *bill of quantities* contains any pre-priced items and the tenderer fails to include any of them correctly in its *bill of quantities*, then such sum (or sums) shall be correctly reinstated in the *bill of quantities*.
2. For any item stipulated as subject to pre-bid arrangement in Appendix [S] to the *additional conditions of contract*, the price quoted for the corresponding item in the *bill of quantities* shall be the same as the price quoted (or corrected if applicable) in the “Amount” column for that item in the *pricing information* submitted by the tenderer. If there is any discrepancy between the two prices so quoted, the price for the item quoted in the *bill of quantities* shall be corrected to follow the price for the item quoted in the *pricing information*. [Optional, applicable if pre-bid arrangement is adopted.]
3. After correcting all the errors in the manner abovementioned, the tendered total of the Prices in the Grand Summary shall be corrected to the corrected total of all bills of the *bill of quantities*. The tendered total of the Prices stated in the Form of Tender and the Contract Data Part two shall be corrected accordingly.

2.3A If the *bill of quantities* does not require any correction, and if the tendered total of the Prices stated in the Grand Summary is different from that stated in the Form of Tender or the Contract Data Part two, the Grand Summary shall prevail and the latter shall be corrected accordingly.

2.3B If the tenderer has not inserted the tendered total of the Prices in Contract Data Part two, the tendered total of the Prices in Contract Data Part two shall be corrected to the tendered total of the Prices stated (or corrected, if applicable) in the Grand Summary.

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 including the forecast total of the Prices 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 including the forecast total of the Prices 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 including the forecast total of the Prices 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 including the forecast total of the Prices shall be adjusted accordingly.
6. Where the Grand Summary contains contingency sum for Defined Cost for compensation events, \*provisional sum for price adjustment for inflation under secondary Option X1, \*provisional sum for provision of Assistant Clerical Officer (Labour Relations) and \*provisional sum for performance-tied payment item under Pay for Safety Performance Merit Scheme (PFSPMS) under secondary Option X20 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 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 forecast total of the Prices shall be corrected to the sum of (i) the corrected tendered total of the Prices and (ii) the sub-total of all corrected contingency sums and corrected provisional sums in the Grand Summary.
9. Where the Grand Summary is found missing, it shall be correctly reinstated and corrected according to paragraphs 2.1 to 2.7 above.

\* Modify where appropriate.

**Section 3 - Errors in *pricing information [for use in contracts adopting pre-bid arrangement]***

1. If errors are found in the *pricing information*, they shall be corrected as follows:
2. Errors in extensions and casting of page totals in a schedule of the Schedule of Rates for an item stipulated as subject to pre-bid arrangement shall be corrected and the rectified amounts shall be carried to the summary page of the Schedule of Rates.
3. Where there is an extension but no rate or an illegible rate has been inserted against any item or quantity in the Schedule of Rates for an item stipulated as subject to pre-bid arrangement, the rate shall be deemed to be the extension divided by the quantity as rounded off to the nearest cent.
4. Where there is no extension or an illegible extension and no rate or an illegible rate has been inserted against any item or quantity in the Schedule of Rates for an item stipulated as subject to pre-bid arrangement, it shall be deemed that the price of the item or quantity has been allowed for in rates entered elsewhere in the Schedule of Rates and the rate shall therefore be marked as zero.
5. After correcting all errors in the manner abovementioned, the total amount for each item stipulated as subject to pre-bid arrangement and stated in the summary page of the Schedule of Rates shall, where applicable, be corrected to the corrected total of the relevant schedule(s) of the Schedule of Rates.
6. Any errors found in the calculation of (a) the resulting Fee and (b) the total amount to be brought forward to the *bill of quantities* shall be corrected using the fee percentage (or its corrected value if it is corrected) and total of all schedules of the Schedule of Rates (or its corrected value if it is corrected) in the summary page of the Schedule of Rates.
7. The price inserted in the *bill of quantities* for each item stipulated as subject to pre-bid arrangement, the tendered total of the Prices and the forecast total of the Prices as stated in the Grand Summary of the *bill of quantities*, and the tendered total of the Prices stated in the Form of Tender and the Contract Data Part two shall be corrected accordingly.
8. Under no circumstances can the tendered rates be changed.