Instruction to Tenderers

for the

Open Procedure

The Project

Fermoy South East and South West Drainage Schemes - Pumping Stations EICA Upgrade and O&M Contract

using the

Standard Agreement

for use with the

TERM MAINTENANCE AND REFURBISHMENT WORKS CONTRACT

Instructions to Tenderers
Restricted Procedure for Works Contractors
using the Term Maintenance and Refurbishment Works Contract
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Preface

The Employer is making these documents available to those expressing an interest in tendering for the Contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

The Employer makes no representation, warranty, or undertaking in or in connection with these documents. The Employer has not authorised anyone to make any representation in connection with these documents on its behalf, and Tenderers should not rely on any representation purportedly made on the Employer's behalf in connection with them. Neither the Employer nor its officers, employees, or advisers will have any liability in connection with these documents. Tenderers must make their own assessment of the adequacy, accuracy, and completeness of these documents.

The Employer reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the subject works in another way. If this happens, neither the Employer nor its officers, employees, or advisers will be liable to any Tenderer or other person. The Employer also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Employer does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone.

Neither the Employer nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this competition. There will be no contract between any Tenderer and the Employer concerning the subject of these documents unless and until the Contract is executed in writing. These Instructions will not be part of any contract.

These documents are being made available on the terms stated in these Instructions. They are not being distributed to the public, and have not been filed, registered, or approved in any jurisdiction. Possession or use of these documents contrary to any law is prohibited. Recipients must inform themselves of and observe all laws concerning the possession and use of these documents.

Recipients of these Instructions must treat these documents, their tenders, and their participation in this competition as confidential. They must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

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Preface, Continued

The Employer is entitled to disclose information about this competition, including the identity of Tenderers and those expressing interest, to any person. If a Tenderer considers that information in its tender is commercially sensitive or confidential, this should be clearly stated, and clear and substantive reasons should be given. The Employer will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003, but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this competition, or its management, or its proposed consultants or subcontractors, have or have had any other interest in or involvement in relation to the subject works (including any involvement with the Employer or any involvement with another Tenderer's tender), the Tenderer must disclose this to the Employer as soon as it becomes apparent to the Tenderer. The Employer will decide on the appropriate course of action.

It will be a condition of the award of any Contract that the Tenderer must comply with the terms of Department of Finance Circular 43/2006[1]: Tax Clearance Procedures: Public Sector Contracts, or any replacement.

Tenderers may obtain information regarding their obligations concerning

- taxation from the Revenue Commissioners (www.revenue.ie)
- environmental protection from the Environmental Protection Agency (www.epa.ie)
- employment protection and working conditions from the National Employment Rights Authority (www.employmentrights.ie)

[1] As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at http://www.revenue.ie/en/tax/rct/subcontractor.html Note that the changes relate to use of the C2 only.

1. Introduction

1.1 This procedure

The Employer has sent a contract notice for the Works to etenders.

These documents set out the suitability assessment criteria, the award criteria and the evaluation and award process to be followed by the Employer in making the assessment of which tender is the most economically advantageous. These documents also set out the information to be supplied by Tenderers. Tenders must be submitted in compliance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Employer.

These documents set out the suitability assessment criteria, the award criteria and the evaluation and award process which will be followed by the Employer in making the assessment of which tender is either (i) the most economically advantageous or (ii) lowest price only depending on the award criterion stated in Appendix 3 to these Instructions. The documents also set out the information which must be supplied by Tenderers. Tenders must be submitted in compliance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Employer.

1.2 These documents

The documents being made available to those expressing interest are:

- These Instructions
- Suitability Questionnaire(s)
- Volume A: Works Requirements
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
- Volume D: Framework or Standard Agreement depending on which option is stated in the Particulars; Term Maintenance and Refurbishment Works Contract; model form Project Supervisor Appointment; Task Order and Rates of Pay and Conditions of Employment Certificate

Any post tender clarifications that are to be part of the contract will be attached to the *Tender Acceptance*.

1.3 Documents outside the Contract

These Instructions; the Suitability Questionnaire(s); any other information issued to Candidates not stated to amend the Contract documents and any information submitted with Tenders and not called for in these Instructions will not form part of any Contract.

1.4 Lots and Number of Contracts

The lots (if any) and the number of Contracts the Employer expects to award for each lot (if there are sufficient compliant tenders) are listed in the Particulars.

2. Communications

2.1 Contact

All communications with the Employer concerning this competition must be in writing (which includes email), and with the Employer's contact person identified in the Particulars (as may be amended by supplemental information – see Section 2.2 below).

2.2 Supplemental information

The Employer may issue supplemental information about this competition on the e-tenders website www.e-tenders.gov.ie. Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will become part of the Contract only if it is stated to amend the Contract documents.

The Employer will not normally issue supplemental information later than the date stated in the Particulars.

2.3 Queries

Queries may be raised in writing by email using the query facility on the e-tenders website www.e-tenders.gov.ie. Queries must be raised as soon as possible, and should be raised in any event no later than when stated in the Particulars. The Employer has no obligation to respond to queries although the Employer may at its discretion respond to queries raised after that date. If the Employer responds to a query, it will issue the response on the e-tenders website, unless the query has been clearly designated as confidential. If the query has been designated as confidential, and the Employer decides that the response should be published on the e-tenders website, the Employer will so notify the person raising the query, who will have the option of withdrawing the query. The Employer may under section 2.2 still issue any information it considers appropriate on the e-tenders website following withdrawal of the query.

Responses to queries will not be part of the Contract, unless they state that they are amending the contract documents.

If a person intending to submit a tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Employer, even after the time for submitting queries has expired.

2.4 Other

As indicated in the Particulars

3. Tenderers

3.1 Name

Each Tenderer must sign the Form of Tender using the Tenderer's full correct legal name. This must be the same as that indicated in the Suitability Assessment Questionnaire for this tender.

3.2 Joint ventures

If a Tenderer is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must sign the Form of Tender.

3.3 Mandatory Exclusion

A Tenderer shall be excluded if, to the Employer's knowledge at the time of the award decision, it has been convicted of an offence involving

- participation in a proscribed criminal organisation or
- corruption or
- fraud or
- money laundering.

3.4 Discretionary Exclusion

A Tenderer may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
- has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Tenderer or
- has committed grave professional misconduct provable by means that the Employer can demonstrate or
- has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has provided a statement or information to the Employer or another contracting authority knowing it to be false or misleading, or has failed to provide to the Employer or another such authority a statement or information that is reasonably required by the Employer or other authority for the purpose of awarding the public contract concerned.

4. Requirements for Tenders

4.1 Delivery

Tenders must be received at the place stated in the Particulars, at or before the latest time stated in the Particulars (or a later date and time advised by the Employer to Tenderers) in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.

The completed tender documents should be sent in the manner described in the Particulars i.e. by registered post or delivered by hand, to the address stated in the Particulars. It is the responsibility of each Tenderer to obtain a receipt, indicating the time when submission was received, from the Employer. Faxed or emailed submissions will not be accepted.

Tenders received late will not be considered.

All tenders received on time will be opened promptly after receipt.

4.2 Tender Documents

Tenders must include all the documents listed in Appendix 1.

4.3 Format

The original Pricing Document (Volume C) must be returned completed in ink.

If the Form of Tender and Schedule, Pricing Document or Suitability Assessment Questionnaire(s) have been amended by supplemental information, Tenderers must use the most recently issued version. If replacement pages are issued as supplemental information, Tenderers must insert the most recently issued pages in place of the replaced pages.

Any amendments or alterations may result in the Tenderer's tender being rejected.

Tenders must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

4.4 Language

Tenders and all information included with them must be in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

4.5 Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not specified in these documents.

Continued on next page

4. Requirements for Tenders, Continued

4.6 Pricing

Unless otherwise stated, all sums given in tenders must be in euro, to two decimal places.

Tenderers must not insert additional items in the Pricing Document, except where permitted to do so by the Pricing Document, or make any alterations to the Pricing Document.

Amounts must be included wherever required in the Pricing Document. Blank spaces, the terms 'nil' or 'included', or dashes or the like must not be used. Where zero is a permitted entry, it must be stated as '0.00'.

Tenderers must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Candidate to benefit disproportionately from clause 6.2 of the Conditions.

Each amount in the Pricing Document must cover the full inclusive value of the relevant work, and, where applicable, a balanced allocation of the Notional Tender Total.

All items and quantities in the Pricing Document must be priced.

Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in the Pricing Document.

If any tender does not comply with this section, the Employer may proceed according to sections 5 or 6.

4.7 Value-Added Tax

Unless otherwise stated, all amounts in these documents exclude value-added tax.

4.8 Project Supervisor

The Contractor or its nominee will be appointed as project supervisor for the construction stage under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Particulars. In this case, the Contractor or nominee will be required to accept appointment on the terms set out in the form of appointment in Volume D.

4.9 Specialists

It will be evident from the Schedule (in volume B) if the Contractor is required to enter into subcontracts with Specialists. If so, terms tendered to the Employer by those Specialists are in Appendix 2 to these Instructions.

4.10 Tender execution

The Form of Tender must be signed as follows:

- if the Tenderer is a company, the signature must be that of a director and the execution must be witnessed;
- if the Tenderer is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
- if the Tenderer is a company registered elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. If so requested by the Employer a legal opinion that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered following the submission of tenders and must be provided at the Tenderer's cost.

5. Non-Compliant Tenders

If a Tenderer fails to comply in any way with these Instructions, the Employer may (but is not obliged to) disqualify the Tenderer concerned as non-compliant, and reject any tender concerned, and, without prejudice to this right, the Employer may (but is not obliged to) seek clarification or further information (that does not materially alter a tender) from the Tenderer in respect of the relevant tender or take any other step permitted by law.

6. Corrections, unbalanced and abnormal tenders and rates

6.1 Errors

The Employer may, without any responsibility for this, examine the Pricing Document for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices, with value-added tax added, does not add up to the Notional Tender Total.

The Employer will decide which amounts and rates are to be adjusted.

No adjustment made under this section will affect the Notional Tender Total.

The Employer reserves the right to open all Pricing Documents returned by Tenderers without the need to revert to the tenderers for permission.

6.2 Unbalanced Tenders

If, in the Employer's opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 6.1 above) do not reflect a balanced allocation of the Notional Tender Total, the Employer may (but is not obliged to) do either or both of the following:

- require the Tenderer to provide a breakdown of any tendered amounts, to show that they reflect a fair allocation of the Notional Tender Total and
- invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the Notional Tender Total.

If, having considered the information provided, the Employer is of the view that the Tenderer's tendered rates or prices in the Pricing Document do not reflect a fair allocation of the Notional Tender Total, the Employer may reject the tender.

6.3 Abnormally low tenders, abnormally high or low rates or prices

If, in the Employer's opinion, or any tendered amounts are abnormally low or abnormally high, the Employer may require the Tenderer to provide details of the constituent elements of Notional Tender Total or the tendered amounts. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006. Any failure to provide such information, when requested, may exclude the tender from further consideration. If, having considered the information provided, the Employer is of the view that any tendered amounts are abnormally low or abnormally high, the Employer may reject the tender.

7. Assessment of Tenders

7.1 Award Criterion

The award criterion is: (i) the Most Economically Advantageous Tender meeting the specified minimum criteria (if any) or (ii) the lowest price only depending on what is stated in Appendix 3 to these Instructions.

The assessment of the Most Economically Advantageous Tender (if applicable) will be made on the basis of the award criteria in Appendix 3.

7.2 Clarification

The Employer may seek clarification or further information or both from one or more Tenderers. The Employer may meet with one or more Tenderers for these purposes. The Employer will confirm to the Tenderer concerned in written minutes any clarification arising from a meeting, and the Tenderer will be required to confirm or correct the minutes in writing.

7.3 Compliance

The Employer may assess whether any of the grounds for exclusion in section 3.3 or 3.4 above apply. The Employer may assess whether Tenderers meet the suitability criteria in the Suitability Questionnaire(s).

The Employer will assess tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 6 above.

Following the assessments under this section, the Employer may proceed according to sections 5 or 8 whichever is appropriate.

7.4 Assessment of comparative cost

The quantities in the Pricing Document are notional quantities for the purpose of arriving at the Notional Tender Total for tender assessment purposes only.

7.5 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Employer, in a tender or otherwise, including in a Suitability Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Employer as soon as it becomes aware of this.

If it comes to the Employer's attention that

- there has been a change in circumstances concerning a Tenderer that could affect the Employer's assessment of that Tenderer's tender or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Employer may (but is not required to) revise its assessment of the Tenderer's tender on the basis of the information then available to the Employer.

8. Award Process

8.1 Notification

As soon as practicable after reaching the award decision, the Employer will inform all Tenderers of the decision. The notification to the Tenderer(s) to whom the Employer has decided to make an award will be in the form of a *Letter to Successful Tenderer* (O.na6) and the notification to the other Tenderers will be in the form of the *Letter to Unsuccessful Tenderer* (O.na7). The *Letter to Successful Tenderer* (O.na6) will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Tender Acceptance*.

The Employer will not issue the *Tender Acceptance* earlier than any period that may be stated in the *Letter to Successful Tenderer* (O.na6) or in the *Letter to Unsuccessful Tenderer* (O.na7).

8.2 Letter to Successful Tenderer

The Employer may issue to the Tenderer who submitted the Most Economically Advantageous Tender or Lowest Price Tender a *Letter to Successful Tenderer* (O.na6) requiring that Tenderer to submit to the Employer any or all of the following:

- evidence of the insurances required by the Contract
- a Tax Clearance Certificate or demonstrate a satisfactory level of sub-contractor tax compliance from the Revenue Commissioners[2]
- any required appointment as project supervisor for the construction stage or the design process and the construction stage
-

If the Tenderer to whom such a *Letter to Successful Tenderer* is addressed does not submit the documents as required within the time allowed, the Employer may

- proceed according to the process in section 8.1 above to initiate award to the Tenderer who submitted the next most economically advantageous Tender, or lowest priced, or
- allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or
- issue the *Tender Acceptance* to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided).

8.3 Tender Acceptance

The Employer may issue the *Tender Acceptance* at any time during the Tender validity period referred to in the Form of Tender.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be referred to in the *Tender Acceptance*.

Continued on next page

[2] As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at http://www.revenue.ie/en/tax/rct/subcontractor.html Note that the changes relate to use of the C2 only

8. Award Process, Continued

8.4 The Agreement

Following issue of the *Tender Acceptance*, the Employer will inform the Contractor of the arrangements for the completion of the Agreement.

There are two forms of Agreement, the first; the Standard Agreement is where the Term Maintenance and Refurbishment Contract is to be awarded as a standalone document.

The second; the Framework Agreement is where the Term Maintenance and Refurbishment Contract is to be awarded as a multi-operator Framework Agreement.

The Particulars will indicate which Agreement is to be completed.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 7.2), will be attached to the Agreement, and will be included in the Contract.

Glossary of terms used in these Instructions

Terms defined in the Conditions of the Contract in Volume C have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

Term	Meaning
Contract	a Framework Agreement awarded by the Employer at the end of this competition
this competition	the award process for which these Instructions are issued
these documents	these Instructions and the invitation letter and other documents issued with it and any additional information issued by the Employer to Tenderers in connection with the competition
Notional Tender Total	the notional total amount stated in a completed Pricing Document.
these Instructions	• this volume, including the Preface at the start, Particulars and Appendices • the instructions in the Suitability Questionnaire(s) • other information or instructions issued by the Employer to Tenderers in connection with the competition not stated to amend the Contract documents
Tenderer	A person (or group of persons) who submits a tender
Tender Acceptance	the means by which the Contract is awarded. The Employer completes the 'Tender Accepted' section of the successful tenderer's Form of Tender and returns it to the successful tenderer.

Particulars

These are the Particulars referred to in the Instructions.

Tender for	Fermoy South East and South West Drainage Schemes - Pumping Stations EICA Upgrade and O&M Contract
Comprising	Tasks associated with the Operation and Maintenance of the four pumping stations and controls. This Contract also provides for the provision, supply and installation of generator connection points, changeover switches and ancillary works at the two permanent diesel generators located at two Pumping Station sites in Fermoy Town, inclusive of the provision, supply and installation of all cabling required between the new changeover switches, powerlock connector boxes, the existing generator, and distribution board.
At	Fermoy Town, County Cork.
For	The Commissioners of Public Works in Ireland
Using (Instructions section 1.2)	Standard Agreement for use with the form of Conditions set out in the Maintenance and Refurbishment Works Framework Contract (PW-CF11) published on www.constructionprocurement.gov.ie on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).

Employer's contact details (Instructions sections 2.1, 2.3)	Ms Chi Yan Mak	
	Flood Projects Management 2nd Floor, 1GQ, George's Quay, Dublin 2, Ireland, D02 Y098.	
	Phone: +353 46 942 2000 Email: completed.frs@opw.ie	Fax: n/a

Supplemental Information and Queries (Instructions sections 2.2, 2.3)	Latest date for queries	Thursday, 17 December 2026 at 17:00hrs
	Date after which Employer will not normally issue supplemental information or responses to queries	Tuesday, 22 December 2026 at 17:00hrs

Tender Date (Instructions section 4.1)	Latest date and time for submission of tenders: Wednesday, 06 January 2027 at 12:00 noon

Tender submissions (in writing) must be sent to (Instructions section 4.1)	eTenders
	N/A
Delivery by (Instructions section 4.1)	N/A Tenderers should obtain a signed receipt acknowledging delivery.

Copies (Instructions section 4.3)	Number of Paper Copies of Tender	None
	Number and type of Electronic Copies of Tender:	One

Other (Instructions section 2.4)	Not Applicable
Format of Tender Submissions (Instructions section 4.3)	Tenders should be submitted in a sealed envelope or box each containing one or a series of separate sealed envelopes or boxes, each containing one or more separate bound folder for each of: • completed Form of Tender and Schedule (Volume B) • completed Suitability Assessment Questionnaire • completed Pricing Document (Volume C) The envelope or box must be clearly marked with the name of the Tenderer, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example "Tender of ABC Limited for [contract title], Volume B, Form of Tender and Schedule, copy 1, master".
Language (Instructions section 5.3)	English

Lots and Number of Contracts expected to be Awarded for each (Instructions section 1.4)	Lot	Contracts
	Not Applicable	
	Not Applicable	
	Not Applicable	
	Not Applicable	
	Not Applicable	

Project Supervisor (Instructions Section 4.8)	Contractor (or its nominee) will be appointed Project Supervisor for Construction Stage. and Project Supervisor for Design Process for all Construction work required to be Designed and Constructed by the Contractor.

Appendix 1: Tender Return Documents

(Section 4.2 of these Instructions)

- Completed Suitability Questionnaire(s) as follows

QW2 Part 1 and Part 2 and associated Appendices/Declarations
3.4.1 and associated Appendices/Declarations
3.4.2 and associated Appendices/Declarations
3.4.3 and associated Appendices/Declarations
3.4.4 and associated Appendices/Declarations

- Completed Form of Tender and Schedule (Volume B)
- Completed Pricing Document (Volume C)
- Quality Criteria Submission in accordance with Appendix 4 of these Instructions to Tenderers, including completed Schedule C1 and D1.

Appendix 2: Specialist Contract Terms Tendered to the Employer

(Section 4.9 of these Instructions)

n/a

Appendix 3: Award Criteria

(Section 7.1 of these Instructions)

1. If the award criteria below indicate that the Notional Tender Total will receive 100% Weighting then the Award Criterion for the contract shall be lowest price only. Where other award criteria are included and the Notional Tender Total receives less than 100% Weighting then the Award Criterion for the contract shall be Most Economically Advantageous Tender (MEAT).

The award criteria are as follows:

Criterion	**% Weighing**
Notional Tender Total (from Volume B)	n/a%
Notional Tender Total (from Volume C)	40%
{Scoring as calculated using Appendix 4}	
Quality Criterion	60%
{Scoring as calculated using Appendix 4}	%
	%
	%
Note: Clauses 2. and 3. in this Appendix do not apply and are superseeded by Appendix 4.	%
	100%

2. The score for Notional Tender Total will be assessed as follows: Each tender will be given a score using the following formula:

$$S = \left(\frac{H - T}{H - L}\right) \mathbf{x}\ M$$

where

S is the score to be given to a tender for the criterion "Notional Tender Total"

T is the Notional Tender Total derived from the tender in question

L is the lowest Notional Tender Total from the compliant tenders received

H is the highest Notional Tender Total from the compliant tenders received

M is the maximum score for the criterion.

3. [For each criterion other than "Lowest Notional Tender Total" each tender will be given a provisional score. The final score to be given to each tender for the criterion will be derived from the following

$$S = (1 - (\frac{H - T}{H - L})) \times M$$

where

S is the final score to be given to a tender for the criterion.

T is the provisional score awarded to the tender in question for the criterion

L is the lowest provisional score awarded to a compliant tender for the criterion.

H is the highest provisional score awarded to a compliant tender for the criterion.

M is the maximum score for the criterion in question[3].

(4) The tenders with the highest overall score will be the most economically advantageous. If there is a tie, the tender(s) with the lowest "Notional Tender Total" will be the most economically advantageous among the tied tenders.

[3] This is proposed for consideration as a way of making maximum use of the range.