

(4) Notwithstanding Sub-Section (3) of this Section, the procuring entity may correct purely arithmetical errors that are discovered during examination of tenders.

(5) The procuring entity shall give prompt notice of the correction to the supplier or contractor that submitted the tender.

(6) A major deviation shall result in a rejection of bid while a minor deviation shall be subjected to clarification.

(7) (a) The following shall be considered as major deviation with respect to clause in an offer:

- (i) unacceptable sub-contracting;
 - (ii) unacceptable time Schedule if time is of essence;
 - (iii) unacceptable alternative design; and
 - (iv) unacceptable price adjustment.
- (b) with respect to the status of the bidder:
- (i) the fact that he is ineligible or not pre-qualified; and
 - (ii) the fact that he is uninvited.
- (c) with respect to bid documents and unsigned bid and;
- (d) with respect to time, date and allocation for submission:
- (i) any bid received after the date and time for submission stipulated in the solicitation document; and
 - (ii) any bid submitted at the wrong location.

(8) In case of major deviation, a letter stipulating the reasons for rejection shall be sent, and the bidder shall not be permitted to amend his bid to become compliant.

(9) In all cases of rejection, a letter stipulating the reasons for rejection shall be sent and the bidder shall not be permitted to amend his bid to become compliant.