Instructions to Tenderer

1. **Scope of Work:**

a. The scope of work under this Contract shall include the Supply, laying, erection, shifting, modification, testing & commissioning of EHT lines including:-

- Supply, erection of 66 KV/110 KV Tower including foundation.
- Stringing of conductors for 66/110 KV lines
- Earthing
- Piling and concreting works for foundations and other structures.
- And other associated works.

Scope of work shall also include the Followings.

- Dismantling of 66 KV/110 KV D/C O/H Transmission line including towers, Conductors, insulators and all other hardware fittings.
- Shifting of 66 KV/110 KV D/C tower lines which are passing along Kochi Metro Depot Yard at Muttom, Aluva.
- Erection of 66 KV/110 KV tower including foundation and extensions.
- Obtaining the Clearance of Electrical Inspector of Kerala, Govt. PTCC Clearance, and other clearances as required and submit the same to this office.
- Road Cutting permission, traffic diversion permission and all similar permissions if required.
- De-mobilization, clearing of all temporary works after completion of work.
- Any other item of work as may be required to be carried out for completing the work under this Contract in all respects in accordance with the provisions of the Contract and/or to ensure the safety of installation during and after execution.
- Handing over the Commissioned system to the concerned agency and submission of receipt of the same to this office.
- Transporting and stacking of dismantled materials at the stacking place as per directions of officers of DMRC/KSEB / Handing over of the dismantled materials to the agency concerned (i.e. KSEB) and submission of receipt of the same to this office.

2. **Works:**

a. The contractor shall be required and responsible to have a close interface with the BSNL, VSNL, KSEB, Electrical Inspector of Kerala, other cable operators, Civil Contractors, NHAI, PWD, Kochi Corporation, Aluva and Kalamassery Municipalities, Choornikkara Panchayath, Gas companies, traffic department and Other Local authorities concerned at his own cost in obtaining clearances, certificates etc. as required for the execution and completion of the work in time.

3. Pre Qualification Requirements:

a. **Work Experience :**

i. The Tenderer should have completed single similar works (i.e. construction of EHT lines and towers of a total value of Rs 74 lakhs (Rs. Seventy Four Lakhs) or Two similar works costing not less than the amount of Rs. 46 Lakhs (Rs. Forty Six Lakhs) or Three similar works costing not less than the amount of Rs. 37 Lakhs (Rs. Thirty Seven lakhs) during the last five years.

ii. To comply with the requirements under Clause 7.1.1, the tenderer should submit copy / copies of work experience certificates for having completed similar works within the last 5 (five) financial years from Central / State / PSUs or reputed private organisations. These certificates should be attested. The tenderer should also enclose the copy of the agreement, Bill of Quantities, TDS certificates and details of payment received duly certified by Chartered Accountant. Experience certificates issued by private individuals shall not be admitted.

iii. The tenderer must have qualified and experienced technical staff (Diploma/Degree in Electrical Engg.) on the roll of the firm. The supporting document in this regard must be enclosed along with the tender.

iv. The tenderer must have registration under EPF/ESI and labour contract license. Attested copies of the certificate should be enclosed.

v. The tenderer must have Registration under Kerala VAT Act. Attested copies of the certificate should be attached.

vi. The Tenderer should not be blacklisted by any Govt. organization. Tenderer should submit declaration to this effect.

vii. The bidders should carefully furnish information sought vide pre qualification details of Form of Tender annexure ‘A’,’B’ and ‘C’.

b. **Financial Standing:**

The Tenderers will be qualified only if they have minimum financial capabilities as detailed below:

i. **Profitability**:

Profit before tax should be Positive in at least 2 (Two) years out of the last five financial years, duly certified by C.A. In case of JV /Consortium, the profit before tax of the lead member of the JV /Consortium will be considered. The profitability of only lead member shall be evaluated.

ii. Financial data for the last 5 years has to be submitted by bidders along with the audited balance sheets. In case audited Balance Sheet of the last financial Year i.e. 2012-13 is not made available by the bidder, he has to submit an affidavit certifying that the Balance Sheet for the financial year 2012-13 has actually not been audited so far along with statutory auditor’s certificate in this regard. In such a case, the financial data of previous 4 years i.e. 2008-09, 2009-10, 2010-11, 2011-12 will be taken into consideration for evaluation.

iii. If audited balance sheet of any other year than the last financial year (2012-13) is not submitted, the application will be considered as Non-responsive.

iv. For completed works, value of work done shall be updated to 31-03-2013 price level assuming 5% inflation for Indian Rupee every year (compounded annually).

v. **Financial Criteria:**
The tenderer should have a financial turnover by contract receipts during the last three financial years, which should be 150% of the advertised tender value, ie. Rs.1.39 Cr. The copies of Balance Sheet and Profit & Loss account showing the details should be submitted duly certified by Chartered Accountant.

4. Qualification of the Tenderer

I. The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorising the signatories of the Tender to commit each member of the partnership, consortium or joint venture.

II. The tenderer shall submit with tender full details of ownership and control or, if the tenderer is the partnership, joint venture or consortium, full details of ownership and control of each member thereof.

III. Canvassing in any form or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

5. One Tender per Tenderer

Each Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of a consortium. If a Tenderer or any partners in a joint venture or any one of the members of the consortium participate in more than one tender, the tenders are liable to be rejected.

6. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender. The Employer will not responsible or liable for those costs, regarding of the conduct or outcome of the tender process.

7. Site Visits

The Tenderer is advised to visit and examine the Site of Works and its surroundings and ascertain for himself on his own responsibility on all information that may be necessary for preparing the Tender and entering into a Contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer

8. Tender Documents comprise of:

- Notice of Invitation of Tender

- Instructions to Tenderers
- General Condition of Contract
- Special Conditions of Contract
- Technical Specifications
- Form of Tender
- Condition of Contract or Safety, Health & Environment (SHE) Ver 1.2
- Bill of Quantities.

The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender Submission will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents

9. Clarification of Tender Documents

- The Tenderer shall check the pages of all documents and, in the event of discovery of any discrepancy, the Tenderer shall inform The Project Director, DMRC Kochi in writing.
- The Tenderer have any doubt about the meaning of anything contained in the Notice of Invitation to Tender, or the detail in the Employer's Requirements in Tender Documents. the Tenderer shall seek clarification from The Project Director, DMRC Kochi not later than the date as mentioned in NIT. All communications between the Tenderer and The Project Director, DMRC Kochi shall be conducted in writing.
- If any such written clarification issued by the Project Director, DMRC Kochi shall be expressed in addendums to all tenderers.

10. Amendement to Tender Documents

Tenderers are advised that further instructions to Tenderers and addenda to the Tender Documents may be issued during the tender period. Without prejudice to the general order of precedence prescribed, the provisions in any such addenda shall take priority over the Invitation to Tender and Tender Documents previously issued. Tenderers shall confirm all amendement and list them in the Tender Submission.

11. Method of submission of Tender Document

The Tenderer shall, on or before the date and time given in the Notice of Invitation of tender, submit his Tender in a sealed envelopes with two separate sealed envelopes clearly marked with the name of the Tenderer and with:

”Tender- ***KE-8***: Technical Package";

"Tender: - ***KE-8***: Financial Package ".

(Technical Package shall include all the Tender Documents and Addenda thereto, with each page signed and stamped to confirm acceptance of the terms and conditions of the tender.)

The Tenderer shall submit Tender security in original in a separate envelope and then include it in technical package.

These shall be addressed to The **Project Director**, DMRC and submitted to the Office of The **Project Director**, DMRC at the address given in the Tender Documents.

12. Technical Package

The Tenderer shall submit the following documents duly completed in all respect with the **Technical Package** of his tender submission:

(a) All Tender Documents and Addendum with each page signed and stamped to confirm acceptance by the Tenderer of the contents.

(b) Tender Security as per **clause 19** of ITT in separate envelope clearly written Tender Security.

(c) Form of Tender.

(d) Annexure – A, B & C duly filled with supporting documents.

(e) The details of Pre Qualification Requirement as per ITT Clause No. 3.

(f) Detail of technical staff (Diploma/Degree in Electrical Engg. with adequate experience) on the roll of the firm.

(g) Valid EPF, ESI and labour contract license.

(h) Valid Registration under Kerala VAT act.

(j) The Tenderer to submit the Performance/Completion Certificates /documents in support of experience for the last 5 years satisfactory performance of execution of works from Govt. Organizations/PSUs /private organizations for completed works.

(k) The Tenderer should not be blacklisted by any Govt. organization. Bidder to give self declaration for it.

13. Financial Package

The Tenderer shall submit the Priced quote **(items rates)** Bill of Quantities duly filled in and signed with the Financial Package of his tender submission

NOTE: All documents of Technical & Financial Package shall be dully signed and stamped by the authorized person of Tenderers.

14. Tender Prices

- Unless stated otherwise in the tender documents, the contract shall be for the whole of the Works as described in the tender documents, based on the unit rates and prices in the Bill of Quantities submitted by the Tenderer.
- The Tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rates or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the rates for other items and prices in the Bill of Quantities.
- The employer shall deduct at source from the bills of the contractor any amount which employer may require by law for deposition with the statutory authorities in India. The Employer shall further furnish to the contractor a certificate for such tax deducted at source.
- The rate for each item shall be reasonable and not unbalanced.
- If the employer so decides, he may supply some items of BOQ to the contractor as "Employer supply items" and in such an event the Contractor shall not be allowed to claim payment for such items.
- The Tenderer shall keep the contents of his tender and rates quoted by him confidential.
- The Tenderer shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
- The rate quoted by the Tenderer will be inclusive of all taxes, duties, Kerala VAT, ED , CD, Levis and the cost of insurance to this contract etc. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the employer. The Employer shall further furnish to the contractor a certificate for such tax deducted at source.
- For Kerala VAT Contractor shall maintain of Kerala VAT paid to the concerned department and submit :-
  - I. Certificate of the Chartered Accountant in regards to the turn over the contractor relating to DMRC project.
  - II. Copy of Kerala VAT return for the relevant period/periods along with detailed statement showing deposit of taxes and copies of challans.

15. <u>Form of Tender</u>

The Form of Tender shall be completed and signed by a duly authorized and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a duly authorized representative of each member or participant thereof. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

16. <u>Tenderer's Technical Proposals</u>

The Tenderer may be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with Employer's Requirements and can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming will form part of

the Contract. It is a condition of contract that the minimum resources mentioned in such technical proposal shall be augmented as considered necessary to meet the requirement of the work at site.

17. Pricing Document

The Pricing Document is included in **Bill of Quantities**. The Tenderer shall complete the Pricing Document in accordance with the instructions given in the above document. The completed Pricing Document shall be submitted in the financial package.

18. Tender Validity

The Tender shall be valid for a period of **120 days** from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security /Guarantee. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

19. Tender Security

- The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in Notice Inviting Tender, **i.e. Rs. 92,000/-** in the form of a demand draft of scheduled Commercial bank **in favour of Delhi Metro Rail Corporation Ltd**, **payable at Kochi** or in form of an irrevocable Bank Guarantee issued by Scheduled Commercial Bank based in India in the form given in **form B**. The Tender Security shall remain valid for a period of **175 days** from the date of submission of the Tender. In case of Joint Venture / firm/ company / Consortium, Bank guarantee has to be submitted in the name of all members of the Venture / firm/ company / Consortium.
- Any Tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive
- The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract Agreement and on receipt of the Performance Security by the Employer in accordance as per GCC. The validity of the Tender Security shall be extended by the successful tenderer till submission of Performance Bank Guarantee and execution of the contract agreement.
- The Tender Security of the unsuccessful Tenderers shall be released within 45 days of the issue of Letter of Acceptance to the successful Tenderer.

20. The Tender Security shall be forfeited:

a. if the Tenderer withdraws his Tender during the period of Tender validity;
b. if the Tenderer does not accept the correction of his Tender price,
c. if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Employer.

21. Correction of Errors

Tenders determined to be technically accepted after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

a) Where there is a discrepancy between amount in figures and in words, the amount in word will govern:, and
b) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit price and quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit piece, in which event, the total amount as quoted will govern.

If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

22. The Contractor shall submit warranties and guarantees in accordance with GCC and SCC.

23. Insurance

The Tenderer's attention is drawn to the provisions contained in of the General Conditions of Contract.

24. Tender Index

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual Sections within Contract Technical Package and Contract: Financial Package that the Tenderer intends to be the responses to each and every one of those requirements.

25. Pre-Tender Meeting

- The Tenderer or his official representative will be invited to attend a Pre-Tender meeting on the date as mentioned in NIT.
- The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- The Tenderer is requested to submit any question in writing or by facsimile along with soft copy, to reach the Employer not later than the date as mentioned in the NIT.
- The text of the questions raised in writing and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the Pre-Tender meeting.
- Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer

26. Format and Signing of Tender

- The Tenderer shall prepare documents comprising the tender, as described in Clause-11 of Instructions to Tenderers.
- The tender shall be typed or written in indelible ink and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer,. All pages

of the Tender, where entries or amendments have been made, shall be duly signed and stamped by the person or persons signing the Tender.

- The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender.

27. Submission of Tenders

Sealing and Marking of Tender

- The Tenderer shall seal the Technical Package in separate envelopes, duly mark on the envelopes as **"Technical Package"** . The Tenderer shall seal the Financial Package in separate envelopes duly marking the envelopes as **"Financial Package".** The envelopes of Technical Package and Financial Package shall be sealed in an outer envelope.The outer envelope should endorsed "Tender- ***KE-8".*** All documents with each page signed and stamped to confirm acceptance by the Tenderer of the contents.
- All the inner and outer envelopes shall be addressed to the Employer at the following address:

To,

Project Director
Delhi Metro Rail Corporation Ltd,
2nd Floor, GCDA Complex,
Eastern Entry Tower,
Ernakulam South Railway Station
Ernakulam, 682016

(a) Bear the following identification for Technical Proposals :

TECHNICAL PACKAGE

Tender Reference Number KE-8

DO NOT OPEN BEFORE …….. hrs. on ……

Name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late pursuant, and

(b) Bear the following identification for Financial Package:

FINANCIAL PACKAGE

Tender Reference No. : KE-8

NOT TO BE OPENED

Name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late pursuant.

- If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

Late and Delayed Tenders

- Tenders must be received by The Project Director, DMRC at the address specified above, not later than the date and time stipulated in NIT. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance, in

which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

- Any Tender received by The Project Director/ DMRC after the deadline for submission of tenders stipulated above will be returned unopened to the Tenderer.

Modification, Substitution and Withdrawal of Tenders

- Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- No tender may be modified by the Tenderer after the deadline for submission of Tenders.
- Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender security.

28. Tender Opening and Evaluation

Tender Opening

On opening of the main Tender envelopes, it will be checked if they contain Technical & Financial Packages. The employer or his authorized representative will open the Tender Package in the presence of tenderers or their representatives who choose to attend at the appointed place & time. The tender of any Tenderer who has not complied with one or more of the foregoing instructions in Clause 1 to 27 may not be considered.

The Tenderer is advised that, he may, if he so desires, be present at the opening of the Technical Packages.

Technical Package of the Tender will thereafter be opened and examined to see if they are complete, whether the requisite Tender security has been furnished, whether the documents are in order. If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority and the said Tenderer's Financial Package will not be considered for further processing. The sealed financial package will be kept in the safe custody of the Employer. Technically qualified Tenderer's financial package only will be opened on a subsequent date till the technical package is evaluated. Financial packages of all technically found suitable offer will be opened and the date for opening of financial package shall be informed separately. The Tenderer is to note that Financial Package of the tender submissions for which Technical Package has satisfied the review as per ITT will only be opened in the presence of Tenderers or their representatives and the tender sums posted and recorded. The date time and place of opening will be advised to Tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of Financial Package.

The Tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening. All decisions whether a tender is non-responsive, unacceptable or whether a guarantee is fraudulent or unacceptable or non-compliant will be that of the Employer.

29. Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his tenders. The request for clarification and the response shall be in writing. No change in the price or substance of

the tender shall be sought, offered or permitted except as required in case of change in Employer's requirements.

30. Examination of Tenders and Determination of Responsiveness

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender:

(i) Is accompanied by the required Tender Security;

(ii) Has been properly signed;

(iii) Is substantially responsive to the requirements of the Tender Documents;

a) Prior to detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements of the tender documents

b) For the purpose of this Clause, a responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without any deviation or reservation is one which affects in any way the scope, quality , performance or administration of the works to be undertaken by the Tenderer under the Contract.

c) If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer, and will not subsequently be permitted to be made responsive by the Tenderer by correction or withdrawal of the non-conformity or infirmity. The financial package of such Tenderer shall be returned unopened.

d) The decision of Employer as to which of the tenders are not substantially responsive shall be final.

31. Evaluation and Comparison of Tenders

A. Technical Evaluation:

The employer will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those tenders that are technically compliant and substantially responsive, in accordance with Clause 3 to 30 will be evaluated. The Employer will, carry out technical evaluation of submitted technical purpose to determine that the Tenderer has a full comprehension of the work of the contract. Where a Tenderers technical submission is found non-complaint with the requirement of work, it may be rejected. This process is to assure that only technically acceptable proposals are considered for the work. All technically acceptable tenders will be eligible for opening of their Financial proposals. The Employer shall notify all technically qualified Tenderers to attend the opening of the Financial proposal. The financial proposal will then be opened in front of attending Tenderers.

B. **Financial Evaluation**:

If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced, the Employer may require the Tenderer to produce detailed price analyses for any or all items of Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

NOTE:- The Employer reserves the right to accept or reject any deviation. Deviations and other factors that are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

32. Award of Contract

Award

Subject to Clause 30, the Employer will consider awarding the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, and whose offer is balanced in terms of Clause 31,

33. Employer's Right to Accept any Tender and to Reject any or all Tenders

- The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.
- The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Guarantee, the Employer may terminate the Contract under Clause 13 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement.

34. Notification of Award

- Prior to expiration of the period of Tender validity prescribed by the Employer or extended period pursuant to Clause 18, the Employer will notify the successful Tenderer by facsimile confirmed by letter transmitted by courier that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the amount which the Employer will pay the Contractor in consideration of the execution, completion, testing (including Integrated Testing and Commissioning) and remedying any defects in the Works by the Contractor as prescribed by the Contract.
- In the event of award of the Contract, the following will be the sequence of events in the order given below.

  (i) Approval by Competent Authority;

  (ii) Letter of Acceptances and Notice to proceed.

  (iii) Signing of Contract;

35. Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in **Annexture – E** with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 45 days from the date of issue of the Letter of Acceptance.

36. Performance Security and other Guarantee and Warranties

- The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 10% of the Contract Price from a Nationalized/ Scheduled/ Commercial Bank based in India.
- Within 30 (Thirty) days of receipt of the Letter of Acceptance from the Employer, the successful Tenderer shall furnish to the Employer a Performance Security.
- The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

- Failure of the successful Tenderer to comply with the requirements of Clause 35 and 36 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.