

### ADDITIONAL TERMS & CONDITION

Name of Work: Truck Mounted Road Sweeping Machines having capacity 6m<sup>3</sup> and 3D Road (0.9 m<sup>3</sup> capacity) sweeping machine.

#### Scope of Work: -

The Municipal Corporation, Sonipat (hereinafter referred to as "MC") intends to procure 1 (One) CNG Operated Truck Mounted Mechanical Road Sweeping Machine and five 3D Road (0.9m<sup>3</sup>) sweeping machine for efficient cleaning and maintenance of roads, service lanes, back lanes, and other public spaces within the Municipal Corporation limits.

The scope of work includes:

- Supply of 1 Nos. CNG Operated Truck Mounted Mechanical Road Sweeping Machines and five 3D Road (0.9m<sup>3</sup>) sweeping machine as per detailed technical specifications.
- Operation of machines with trained manpower for a period of 3+1 years.
- Comprehensive Maintenance and Upkeep throughout the contract period first year maintenance of the machine will be by the agency however consumables will be provided by the MC after the generation of bill by agency
- Training of MC technical staff for operation and maintenance.
- GPS Monitoring and performance tracking throughout contract period.

### SECTION 1: ITEM SPECIFICATIONS AND TECHNICAL REQUIREMENTS

#### 3.1 Equipment Specifications for 6m<sup>3</sup> road sweeping machine

**TRUCK MOUNTED ROAD SWEEPING MACHINE WITH DUAL VACUUM SUCTION  
SYSTEM SUITABLE FOR MUNICIPAL APPLICATION - ON MIN 16 TON GVW TRUCK  
CHASSIS (CNG Fuel)**

S No.	Description	Specification
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1.0	Application	Cleaning of Municipal and Industrial Plant Road and paved areas.
2.0	Type	Truck Mounted dual sweep with Cartridge Bag filters on minimum 16 Ton GVW CNG Fuel truck chassis.
3.0	Auxiliary Diesel Engine	<b>Diesel</b>
3.1	Power	150 H.P.
3.2	Engine Cooling	Water Cooled
3.3	Fuel Tank Capacity	150 Ltrs.
3.4	Battery	24/12 V, 100 Ah
4.0	Frame	Heavy Duty Steel Frame
5.0	Sweeping System	The Sweeping System consists of one central brush, two side brushes and suction head.
5.1	Main Broom ( Dia /Length/ Quantity)	Dia - 400 , Length - 1500 mm, 1 No.
5.2	Side Brush	Diameter 900 mm - 2 Nos.
5.3	Sweeping width	2200mm, with central brush & One Side brush.
5.4	Operation of brushes	Through individual hydraulic motors using power from hydraulic pump.
5.5	Sweeping Speed	4 - 10 KM/Hr depending upon dust load/road condition.
6.0	Driving System	
6.1	Drive of vacuum Exhauster	Through pneumatic operated (from drivers cabin) Centrifugal clutch, by auxiliary diesel engine.
6.2	Drive of Hydraulic Pump for Sweeping machine	Through V-Belts from auxiliary diesel engine.
6.3	Drive of Hydraulic Pump for Tipping	Through Side PTO of Truck chassis.
7.0	Dust Hopper	
7.1	Hopper Volume	6000 Ltrs
7.2	Dumping Height	1100 mm
7.3	Tipping Operation / Discharge of material	Hydraulically actuated - Rear discharge door locking / unlocking, Door lifting / lowering and Tipping of dust hopper.
8.0	Suction System	
8.1	Fan Centrifugal	High Performance centrifugal blower.

  
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9.0	Dust Control System	Due to provision-of pleated bag filters, the blower exhaust is dust free and the machine is capable of undertaking sweeping work in dry mode without necessity to spray water.
9.1	Filter type	Pleated Fabric filter.
9.2	Filter Cleaning	Reverse compressed air jet purging.
10.0	Rear Suction Hose	150 NB - 4 M Long
11.0	Water Spray and Jetting System	
11.1	Water Jetting Pump	Pressure Type (20 LPM 40 Bar)
11.2	Water Tank Capacity	Water tank of 800 Ltrs.
11.3	Spray Location	On Side Brush
11.4	Washing Hose	The high-pressure jetting Rubber hose (length - 10m, size-1/2" dia) on hose reel drum with hand gun
12.0	Indicators in panel	
12.1	Engine Oil pressure	Provided
12.2	Engine Cooling liquid temperature	Provided
12.3	Fuel Gauge	Provided
12.4	Operating hour meter	Provided
13.0	Painting	Automotive Paint.
14.0	Truck Chassis	Min 16 Tons GVW CNG Fuel with standard non-sleeper cabin fitted with side PTO.
14.1	Wheel Base	Min 4500 mm
15.0	Salient Features	
		1) Machine Capable of undertake dry sweeping without necessity to spray water as Imported pleated fabric filters are provided with continuous cleaning arrangement in machine.
		2) Machine Powered with an auxiliary diesel engine and incorporating latest international electro hydraulic systems.
		3) Machine with straight through suction.

Technical Specification for 3D machine 0.9m3.

Length Without side broom	2950 mm	
width without side broom	1750 mm	

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Height up to canopy	2100 mm	
Machine Weight	2075 Kg	
Sweeping width with one side broom	1820 mm	
Theoretical sweeping performance	18200 m <sup>2</sup> /Hr	
Gradeability	18%	
Filter area	10.8m <sup>2</sup>	
Main broom length	1422 mm	
Side broom diameter	660 mm	
Dust load capacity	900 litters	
Dump height	1560 mm	
Type	Perkins, 4 Cylinder, 59 Horse power	
Engine power output	38.0 Kw@2800RPM	
operating system	Hydraulic	

#### 1.1 General Specifications - Machine Capability

1. Weather Operation: Suitable for dry sweeping operations.
2. Self-Sufficiency: Self-sufficient in all aspects including automatic dust load cleaning during sweeping operations with or without water spray.
3. Hydraulic/Pneumatic Actuation: All sweeping operations (brush lowering/raising, suction nozzle operation, hopper tipping, discharge door opening/closing) shall be hydraulically/pneumatically actuated and controllable from operator cabin.
4. Safety Features: Equipped with:
  - Emergency stop button easily accessible to operator
  - Backup alarm for reversing operations
  - Adequate lighting for night operations
  - Reflective safety markings per CMVR standards

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**A. Technical Requirements:**

1. The bidder should be a Manufacturer (OEM) of Truck Mounted Road Sweeping Machines and five 3D Road (0.9m3) sweeping machine or their Authorized Dealer with a valid Manufacturer Authorization Form (MAF) specific to this tender.

**Qualification of Manpower**

The selected agency shall be responsible for providing:

1. Operators: Minimum 1 Driver/operator per machine with:
  - o Valid Heavy Commercial Vehicle (HCV) driving license.
2. Maintenance Personnel: Minimum 1 technician/Helper per machine with:
  - o ITI/Diploma
3. Supervisory Staff/Technical : 1 Nodal Officer with diploma degree
  - o Authority to make day-to-day operational decisions and coordinate with MC officials
4. Reliver Driver
5. Reliver Helper

As per labour law and latest govt guidelines.

**SECTION 3: TERMS AND CONDITIONS - SUPPLY**

**3.1 Delivery Terms**

Parameter	Details
Delivery Location	Municipal Corporation Premises, Sonipat (or MC-designated location)
Delivery Period	6 weeks from date of order placement.

  
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Delivery Condition	Machines delivered in fully operational condition with all accessories
F.O.R.	F.O.R. Destination (Sonipat) - Bidder's Risk
Transportation	Arranged and fully paid by bidder
Insurance During Transit	By Bidder

#### 4.1 Supply Order & Payment Terms

##### Payment Schedule:

1. Stage 1 - Delivery Payment (70% of Agreement Cost):
  - o Payable within 30 days of physical delivery and successful inspection at site
2. Stage 2 - (30% of Agreement Cost):


The remaining 30% shall be released in four equal installments of 7.5% each for next 4-year ear and, payable annually over a period of four years at the end of each year.

Apart from that 7.5% annually, Operation & Maintenance (O&M) bills shall be raised and paid on a monthly basis.

1. Pre-Delivery Inspection (PDI): Full factory inspection at bidder's manufacturing/assembly facility before dispatch. MC representative permitted to witness PDI.

##### Acceptance Criteria:

1. Compliance with all technical specifications.
2. All accessories and spare parts as per bill of materials.
3. Valid pollution certificates and fitness documentation.
4. Operational demonstration showing all functions working.
5. GPS and CCTV system functional verification.

  
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## SECTION 6: OPERATION AND MAINTENANCE (O&M) TERMS

### 6.1 Contract Period and Commencement

Parameter	Details
O&M Contract Period	4 year (3+1) for first year only consumable will be provided by the MC and 4 year manpower as per estimate for operation as taken in estimate from Commencement of Work.
Commencement	First day of month following equipment commissioning
Termination	End of fourth year.

### 6.2 Agency Responsibilities (Bidder Obligations)

#### A. Operational Obligations:

##### 1. Daily Operation:

- o Operate machines for minimum 8 hours per day on all days.
- o Minimum road coverage: 40 km per day per machine (verified via GPS tracking)
- o The working week shall consist of 7 working days, with 1 weekly off provided as per applicable labor laws. Other holidays shall also be provided in accordance with statutory requirements.

##### 2. Route Optimization:

- o Daily routes shall be pre-approved by MC Nodal officer.
- o GPS-tracked routes to be submitted monthly
- o Flexibility to change routes as directed by MC based on city requirements.

##### 3. Performance Standards:

- o 100% machine availability for operation.
- o Breakdown response time: Immediate action within 2 hours of breakdown notification

#### B. Maintenance Obligations:

##### 1. Preventive Maintenance (PM) Schedule:

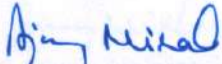
- o Daily: Visual inspection, fluid level checks, greasing of moving parts, hose/connection integrity
- o Weekly: Engine oil level check, hydraulic system check, brush wear assessment, filter inspection
- o Monthly: Oil and filter change, hydraulic fluid check, brush replacement if required

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- Quarterly (Every 3 months): Engine servicing, transmission check, hydraulic system flush
  - Bi-annual: Major engine service, complete machine inspection, parts replacement as needed
2. Repair Obligations:
- Minor Repairs (Radiator leakage, water pump repair, wheel hub service, electrical work, brush repairs, etc.): Within 24 hours of breakdown notification
  - Major Repairs (Engine overhaul, hydraulic pump replacement, structural repairs, transmission overhaul): Within 2 days.
  - Emergency Breakdown: Spare machine or temporary arrangement from other available machines mandatory
3. Workshop Facility:
- Establish workshop facility with adequate space for minor repairs within 1 month of award of contract.
  - The Municipal Corporation shall not provide parking space or utilities. The bidder shall make all necessary arrangements at its own cost and responsibility.
  - Bidder responsible for all tools, equipment, and repair materials
4. Spare Parts Management:
- Maintain at least 20% spare inventory of critical wear items (brushes, filters, seals, bearings, hose assemblies)
  - Monthly replenishment plan to ensure continuous availability
  - Spare parts list with pricing to be submitted within 15 days of order placement
  - Guaranteed availability: All critical spares within 48 hours; Non-critical spares within 3Days
5. Maintenance Personnel:
- 1 full-time technician per machines minimum as a helper
  - ITI/Diploma qualification
  - Knowledge of hydraulic, pneumatic, and diesel engine systems
6. Uniform & Safety:
- Standard uniform and safety gear (helmet, gloves, shoes, reflective vest) provided to all staff.
  - High-visibility reflective equipment for night operations.
  - First aid kit and emergency kit in each machine.
  - Personal protective equipment (PPE) for all maintenance activities.

  
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7. Staff Welfare:

- o Statutory compliance with labor laws (minimum wages, working hours, leave entitlements, insurance)
- o Weekly off as per statutory requirements
- o Safe working conditions and accident prevention measures.
- o The agency shall deploy additional standby staff to ensure the proper functioning of the road sweeping operations.

C. Equipment Upkeep:

1. Cleanliness: Machines to be cleaned daily after operations (external and internal debris removal).
2. Safety Checks: Daily pre-operation checklist including brake function, steering responsiveness, tire pressure light functionality.
3. Documentation: Maintenance logbook for each machine maintained with entries of all work done, spare parts used, staff details.
4. GPS & CCTV: Systems maintained in full working order; Real-time data upload
5. Compliance Certificates: Annual pollution check (PUC) and fitness certificates obtained and maintained (at bidder's cost).

D. Environmental & Regulatory Compliance:

1. Pollution Control: Regular monitoring and maintenance ensuring machines continue to meet PM-10/PM 2.5 norms throughout contract period
2. Regulatory Compliance: Adherence to all traffic rules, motor vehicle regulations, and municipal bylaws during operations
3. Environmental Standards: Responsible waste disposal of collected debris and used fluids as per environmental guidelines

6.3 MC (Municipal Corporation) Responsibilities

MC shall ensure:

1. Maintenance Coordination: Designate nodal officer for day-to-day liaison and issue timely operational directives
2. Route Planning: Provide approved routes and modify as per city requirements with adequate notice
3. Supervisory Support: Provide supervisory staff during operations to coordinate cleanup activities
4. Payment: Timely processing and payment of monthly O&M bills within agreed timelines.

  
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## SECTION 7: PENALTY CLAUSES DURING O&M

Failure to meet performance standards shall attract following penalties:

### 7.1 Penalty Structure

Sr. No.	Description	Default Condition	Penalty
1	Non-Operation of Machine	Machine not operational for scheduled hours	₹5000 Per Day Per Machine
2	Low Cleaning Coverage	Cleaned area <35 km per day without valid reason	₹500 per km shortfall per day per machine
3	Manpower Absence	100% attendance not maintained (without approved absence)	₹500 per missing staff member per day
4	Preventive Maintenance Failure	PM not done as per schedule	₹500 per day until PM completed
5	Breakdown Response Delay	Technician not reached within 2 hours of breakdown call	₹500 per hour of delay
6	Invalid Driving License	Operator/driver operating without current valid HCV license	Challan As Per Government Norms + ₹1000 per day per driver
7	Safety Gear Non-Compliance	Staff found without prescribed uniform/safety wear	₹500 per day per staff member per incident
8	GPS System Failure	GPS System of Machine Not Satisfactory of MC Authority	₹5000 per day
9	Environmental Non-Compliance	Machine found exceeding PM-10/PM 2.5 norms; PUC invalid	Challan As per Government Norms + ₹2,500 per violation + machine suspension till rectified
10	Late Submission of Records	Monthly maintenance logbooks/GPS reports not submitted by 5th of month	₹500 per day of delay

  
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11	Damage to MC Infrastructure	Damage to roads, parking facility, or workshop during operations	Cost of repairs to be recovered from O&M bills
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12	Inadequate Spare Parts Stock	Critical spare parts not available when needed	₹2,000 per shortage per week
13	Complaint Resolution Delay	Failure to address MC complaints within agreed timelines	₹1,000 per day of delay beyond agreed timeline

## 7.2 Penalty Deduction Process

1. All penalties shall be deducted from monthly O&M payment bills.
2. Cumulative penalties exceeding 5% of monthly O&M charges shall entail formal warning.

## 7.3 Rectification and Remediation

1. Bidder given 2 days to rectify operational deficiencies before penalty imposition.
2. For repeated violations (3 times in a quarter), financial penalty doubled.
3. For safety violations or environmental non-compliance: Immediate suspension and ₹10,000 penalty.

## SECTION 8: DEFECT LIABILITY PERIOD AND ACCEPTANCE

### 8.1 Defect Liability Period


**Duration:** 12 months from date of final acceptance and operational commencement

**Scope:** Any defects or operational failures emerging during this period (not covered under warranty) shall be:

- Investigated jointly by bidder and MC
- Rectified at bidder's cost if manufacturing/design defect

  
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## **8.2 Final Acceptance Procedure**

1. Stage 1 - Delivery Inspection
  - o Physical condition check
  - o Specification compliance verification
  - o Accessory/spare parts verification
2. Stage 2 - Functional Testing
  - o On-site demonstration of all functions
  - o GPS and CCTV system testing
  - o Pollution compliance certification
  - o Performance capacity testing (cleaning efficiency, sweeping width verification)
3. Stage 3 - Trial Operation
  - o 7-day trial operation under supervision
  - o GPS data collection and route verification
  - o Manpower and maintenance readiness check
4. Stage 4 - Final Acceptance
  - o Site acceptance certificate issued upon satisfactory completion of all tests
  - o Formal commencement of warranty and O&M periods

Rejection Clause: If equipment fails acceptance tests, bidder has 15 days to rectify and resubmit for inspection. Failure to meet acceptance in second attempt results in contract cancellation and EMD forfeiture.

## **SECTION 9: PAYMENT TERMS - O&M**

### **9.1 Monthly Payment Procedure**

- During the first year, warranty shall remain fully applicable, and payment shall be made only for operation and consumables. Maintenance charges shall be payable from the second year onwards, as per the agreed terms.
1. Bill Submission: Monthly bill submitted by 7th of following month with supporting documents:
    - o Maintenance logbook certified by nodal officer
    - o GPS tracking data summary
    - o Consumption certificates (fuel, spare parts)
    - o Staff attendance records
    - o Performance metrics report
  2. Bill Processing: MC processes bill within 10 days of receipt
  3. Verification: MC verifies GPS data, coverage, and maintenance records

  
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4. Payment Release: Payment released within 30 days of bill submission
5. Penalty Adjustments: Any penalties for non-compliance deducted from monthly bill

#### 9.2 Fuel Supply & Payment

- Supplied By: Department/Corporation
- Quantity: fuel will be as per standard.
- Verification: Logbook entries and GPS operational hours data cross-verified

### SECTION 10: LIQUIDATED DAMAGES FOR DELAY

#### 10.1 Supply Delay Penalties

Period of Delay	Penalty Rate
Up to 7 days	0.5% of Contract Value
8-14 days	1% of Contract Value
15-30 days	2% of Contract Value
Beyond 30 days	5% of Contract Value+ Risk Purchase Authority

Cumulative Limit: Penalties shall not exceed 10% of total supply order value. Beyond 10%, contract liable for cancellation and EMD forfeiture.

#### 10.2 O&M Service Delay

If O&M services commence more than 7 days after delivery acceptance:

- Penalty: 1% of monthly O&M charges per day of delay (max 30 days)
- Beyond 30 days: Contract cancellation and recovery of liquidated damages

### SECTION 11: FORCE MAJEURE

#### 11.1 Definition

Force majeure events include: Acts of God (flood, earthquake, landslide), war, civil unrest, pandemic, government restrictions, and other events beyond either party's reasonable control.

#### 11.2 Relief Provided

1. Supply Delay: If delivery delayed due to force majeure, delivery period extended by period of delay upon submission of supporting documentation (government order, official notification, etc.)
2. O&M Operations: If operations interrupted due to force majeure for >7 days, contract period extended equivalently or O&M charges waived for

  
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suspension period

3. Conditions:

- Force majeure party must notify other party within 48 hours
- Party must provide documentary evidence of force majeure event
- Party must mitigate impact as much as possible
- Force majeure claim must be submitted within 15 days of event

**11.3 Termination for Force Majeure**

If force majeure event prevents contract performance for >3 months continuously:

- Either party may terminate contract with 30 days' notice
- Proportionate payment made for work completed
- No penalty imposed on either party
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**SECTION 12: TERMINATION & EXIT CLAUSES**

**12.1 Termination for Breach**

1. If bidder fails to cure major breach (after 15 days' notice):
  - Termination effective immediately
  - Recovery of equipment from bidder's possession within 7 days
  - Bank guarantee forfeited
  - Risk purchase authorized
2. Major breaches include:
  - Non-operation for >10 days without approved reason
  - Consistent failure to achieve cleaning coverage benchmarks
  - Safety violations or environmental non-compliance
  - Failure to maintain insurance or required certifications

**12.2 Exit Procedure On Termination:**

1. Equipment Handing Over:

- Machines handed over within 15 days in working condition
- Formal handing-over-taking-over (HO/TO) report signed
- All accessories and spare parts accounted for

2. Documentation Transfer:


- All maintenance records, logbooks, spare parts inventory transferred
- GPS data and monitoring reports transferred
- Training certificates and staff records handed over

3. Financial Settlement:

- Final bill prepared and paid.
- Earnest money, bank guarantees released after final settlement
- Any outstanding penalties/damages recovered

  
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#### 4. Remediation:

- If equipment in poor condition, repair cost deducted from final payment
- Environmental restoration (if required) at bidder's cost

### SECTION 13: GENERAL TERMS & CONDITIONS

#### 13.1 Price Validity

- Quote must be firm and valid for full contract period
- No escalation clause permitted.

#### 13.2 Statutory Compliance

Bidder responsible for:

- GST registration and timely filing of returns
- Labor law compliance (minimum wages, statutory benefits, working hours)
- Environmental regulations and pollution control standards
- Motor Vehicle Act compliance and vehicle registration
- Workplace safety standards and accident prevention protocols

#### 13.3 Dispute Resolution

Jurisdiction: All disputes subject to jurisdiction of courts in Sonapat, Haryana.

#### 13.4 Confidentiality

- Bidder shall maintain confidentiality of MC operational data, routes, and performance metrics
- Non-disclosure agreement to be executed as annexure
- Breach of confidentiality: ₹5,00,000 penalty + legal action

#### 13.5 Limitation of Liability


- MC's liability limited to payment obligations defined herein.
- Neither party liable for consequential, indirect, or punitive damages

#### 13.6 Amendment & Modification

- Contract amendments require written consent of both parties
- Major amendments require MC Commissioner and Bidder authorized representative signatures
- No verbal amendments binding

  
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**Additional Terms & Conditions:-**

**A. The rate quoted by the bidder shall be Excluding of GST. Or as per section 6 point 21 of DNIT.**

**B. Certifications & Compliance**

1. The Bidder/OEM must upload valid copies of the following certifications:
2. ISO 9001:2015 - Quality Management System
3. ISO 45001:2018 - Occupational Health & Safety Management System
4. ISO 14001:2015 - Environmental Management System
5. ISO 50001:2018 - Energy Management System
6. ISO 10001:2018 - Quality Management
7. The bidder must upload ZED Certificate, CVC Certificate, and MSME Certificate (if applicable).

**C. Technical & Service Requirements**

1. The bidder must have a functional service centre located within 50 km.
2. The quoted product must be backed by a minimum warranty of one (01) year or more. A Warranty Certificate must be uploaded in the bid.
3. An undertaking must be submitted by the Bidder/OEM stating that: The quoted item is the latest model, and no revised or upgraded version has been launched till date, and Spare parts will remain available for a minimum period of five (05) years.
4. The bidder must submit a bid-specific undertaking confirming smooth and uninterrupted supply of items.

**D. Commercial & Cost Responsibility**

1. All costs, including but not limited to RTO registration, installation, commissioning, transportation, and any other incidental charges, shall be borne entirely by the bidder.

  
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**E. EMD & Submission Conditions.**

- 1 EMD exemption is strictly not allowed under any category (OEM / Reseller / MSME / NSIC / Vendor Assessment).
- 2 Bids without EMD shall be summarily rejected and will not be considered for evaluation.

**F. Authority & Jurisdiction**

- 1 The competent authority reserves the right to cancel the bid\ tender at any stage without assigning any reason.

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