

CONDITIONS OF CONTRACT

- 1.0 The materials products used on the works shall be one of the approved makes/brands out of list of manufacturers/brands/makes given in the tender documents. The contractor shall submit samples/specimens out of approved makes of materials/products to the engineer in charge for prior approval. In exceptional circumstances engineer in charge may allow alternate equivalent makes/brands of products/materials at his sole discretion. The final choice of brand/make shall remain with the engineer in charge, whose decision in the matter shall be final and binding and nothing extra on this account shall be payable to the contractor. Incase single brand/make are mentioned, other equivalent makes brands may be considered by the engineer in charge with prior approval. In case of variance in CPWD`S specification from approved products makes specification the specification of approved products make shall prevail for which nothing shall be paid extra to the contractor.
- 2.0 The tender shall quote his rates inclusive of turnover tax, sales tax, sales tax, VAT on works and service tax, Labour cess payable to Central/State Government along with other taxes, duties, levies etc. in conjunction with other terms and conditions.
- 3.0 The Product/Brand proposed by the manufacturer must be included in the List of Certified Track Products by the International Association of World Athletic Federations.
- 4.0 The product/brand must have been installed in reputed Sports Organizations at National level in India/Aboard and used for international competitions. They must have installed at least one such installation during the last 3 years.
1. The manufacture/his authorized representative must be able to undertake and organize the laying of asphalt layers and allied civil construction work along with construction of the specialized surface.
 2. The product/brand must be guaranteed for Extreme Climate like Jabalpur and ensuring long service life without deterioration due to climatic conditions. The contractor has to submit the sample (9"×9") of the synthetic surface along with the submission of Bid.
- 5.0 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause, shall be included in the total bid price submitted by the bidder. The rates and prices except in so far as it is otherwise provided under the contract, included all constructional plant, labour, supervision, materials, erection, maintenance etc. together with all general risks, liabilities and obligations set out or implied in the contract. **The responsibility for taking the Custom Duty exemption Certificate, if applicable for the project shall be the sole responsibility of the Contractor.** The bidder has to obtain all forms, documents, Govt. directive as regards to custom duty exemption and duly fill the same on his own risk and cost. M.P. Police Housing & Infrastructure Development Corp. Ltd does not provide any guarantee to provide any certificate for any exemptions. M.P. Police Housing & Infrastructure Development Corp. Ltd **shall not accept any delay in the execution schedule of the Project on this account.** All the expenses towards this follow up will be borne by the bidder. Similarly all port charges, levies, excise, port clearance charges etc. as required will be borne by th bidder. The price quoted by the bidder is inclusive of custom duty and all other taxes, VAT, duties etc. as applicable are deemed to be included and item of the BOQ is presumed to be all inclusive delivered to site basis including all necessary insurances of the material, works & labours.

