# SI-MET COLLEGE OF NURSING TANUR

# TENDER

Containing General Conditions for taking a concrete building on rent/lease for Nursing College use

Name of the Tender : Taking a concrete building on rent/lease for Nursing College use (For SI-MET College of Nursing Tanur)

Address : The Principal
SI-MET College of Nursing Tanur
GHSS Cheriyamundam Campus, Thalakadathur Po, Tirur Via,
Malappuram, Pin: 676103

Signature of Tenderer

23/10/26

PRINCIPAL
SI-MET COLLEGE OF NURSING

SI-MET COLLEGE OF NURSING TANUR, MALAPPURAM

Last date and time for the receipt of Tender: 09.11.2026, 01.00PM

# FORM OF TENDER

From

To

Sir/Madam,

I/We hereby submit this tender for leasing out my/our building situated at ....., for the purpose of running SI-MET College of Nursing, Tanur, under the terms and conditions specified in the tender notice and the accompanying basic requirements & specifications of contract..

*I/We am/are remitting/have separately remitted the required amount of .....

(Rupees ..... only) as earnest money deposit.

Yours faithfully,

Date:

Signature:
Name & Address:

* To be scored off in cases where no earnest money deposit is furnished.

# STATE INSTITUTE OF MEDICAL EDUCATION AND TECHNOLOGY (SI-MET)

*(Under Government of Kerala)*

## SI-MET COLLEGE OF NURSING, TANUR

## (Affiliated to Kerala University of Health Sciences)


***Chairman:***
Minister for Health, Government of Kerala
***Vice Chairman:***
Secretary, Health & Family Welfare
***Director*** : Dr.Asha S Kumar
***Principal : Dr. Jibby Varghese***

GHSS Cheriyamundam campus
Thalakadathur Po. Tirur via.
Pin: 676103.Malappuram
Phone:0494 2580048
E-mail: simetcollegeofnursingtanur@gmail.com
Website : www.simet.in


No.B/ 464 /2025/CN TNR

Dated 23.10.2026

## TENDER NOTICE

Sealed competitive tenders are invited from interested building owners/builders who own a suitable concrete building currently as the facilities to function a nursing college or who are willing to modify their existing building to meet the norms and standards prescribed by the Indian Nursing Council (INC) for the functioning of a Nursing College. The building should be situated within the limits of the Tanur Legislative Assembly Constituency and should be offered on a rental/lease basis for the functioning of SI-MET College of Nursing, Tanur.

Interested parties shall submit their tenders in sealed envelopes, duly super scribed with the tender number and the address given below. The tender shall include details of the building, location, total built-up area, available facilities, proposed monthly rent/lease amount and willingness to undertake the necessary modifications, if required, in accordance with INC norms.

To

The Principal
SI-MET College of Nursing Tanur
GHSS Cheriyamundam Campus, Thalakadathur PO, Tirur Via
Malappuram, Pin: 676103

More details can be had from this college during working hours:

| Sl No | Tender No | Date | Service | Approximate cost |
|---|---|---|---|---|
| 1 | No.2/2026-27/CNTNR Dated:23.10.2026 | 23.10.2026 | Taking a concrete building on rent/lease for Nursing College use | Rent as fixed by the PWD |

## 1. Requirements:-

Building on rent /lease for running SI-MET COLLEGE OF NURSING, TANUR to Accommodate approximately 240 students

## 2. Basic requirements &Specifications

| SL No | Item/Component | Minimum requirement |
|---|---|---|
| 1 | Built up area | Concrete building not less than 22000 square feet |
| 2 | Class Room | 4 Nos not less than 1000 square feet with adequate lighting and ventilation |
| 3 | Library and reading room | 2400 Sqft |
| 4 | Faculty room | 800 Sqft |
| 5 | Principal room with attached bathroom | 300 Sqft |
| 6 | Office room | 200 Sqft |
| 7 | Toilet | Separate for boys and girls and staff (1000 Sqft) |
| 8 | Nursing laboratories | 8 Nos -7600 Sqft |
| 9 | Computer lab | 1500 Sqft |
| 10 | Common room for boys and girls | 2-Nos- 1000 Sqft |
| 11 | Examination Hall/Multi-purpose hall | 3000 Sqft |
| 12 | Drinking water facility | Water supply with storage facility |
| 13 | Electrical connection | 3- Phase |
| 14 | Approval | Building should have Building number, occupancy certificate, fitness certificate, valid Fire Safety NOC. |
| 15 | Accessibility | The building should have direct access to a main public road. It must be accessible by heavy vehicles/college buses and also space for parking two wheelers and four wheelers |

**3. Lease Terms**

Lease period: Minimum 10 years

Rent : As fixed by PWD

Note: Buildings completed within 4 months from the date of tender can also participate in Tender process

Last date of receipt of Tender : 09.11.2026, 01.00PM
Date of opening Tender : 09.11.2026, 02.00PM

SI-MET COLLEGE OF NURSING TANUR

Principal
PRINCIPAL
SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676103

| Superscription –Tender No. No.02/2026-27/CNTNR Dated 23.10.2026 for **Taking a concrete building on rent/lease for Nursing College use.** | |
|---|---|
| Due date and time for receipt of tender | 09-11-2026,01.00 PM |
| Date and time of opening tender | 09-11-2026,02.00 PM |
| Date up to which the rates are to be firm | 13months from the date of opening the tender |
| Price of tender form | Nil. Tender form should be downloaded from the website : www.simet.in on free of cost |
| Price of duplication copy | Nil |
| Address of officer whom tender forms are to be obtained and to whom tenders are to be sent | The Principal<br>SI-MET College of Nursing Tanur<br>GHSS Cheriyamundam Campus, Thalakadathur Po, Tirur Via, Malappuram, Pin: 676103<br>e-mail: simetcollegeofnursingtanur@gmail.com |

**EMD: - 1%** of the total cost of article tendered for subject to a minimum of Rs.1500/-

Firms who are registered with store purchase department or the DGS&D, New Delhi are exempted from EMD

Name of Office: SI-MET College of Nursing Tanur

Station and Date:-Cheriyamundam, & 23.10.2026

SI-MET COLLEGE OF NURSING TANUR

Dr. JIBBY VARGHESE
(Name and Designation of Officer)

PRINCIPAL
SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676103

# SCHEDULE OF MATERIALS

| Sl No | Specification | Quantity | Total Cost | Remarks |
|---|---|---|---|---|
| 1 | Taking a concrete building on rent/lease for Nursing College use | Concrete building not less than 22000 square feet | Rent as fixed by the PWD | |

SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676102

PRINCIPAL
SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676102

# Agreement

Articles of agreement executed on this the..... day of..... Between the Principal of SIMET COLLEGE OF NURSING TANUR (hereinafter referred to as "SIMET COLLEGE OF NURSING TANUR) of the one part and Shri..... ..... (H.E. Name and address of the tenderer) (herein after referred to as" the bounden") of the other part

WHEREAS in response to the Notification No. ..... Dated ..... the bounden has submitted to the SIMET COLLEGE OF NURSING TANUR a tender for taking a concrete building on rent/lease for Nursing College use subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the SIMET COLLEGE OF NURSING TANUR a sum of ..... as earnest money for the execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the SIMET COLLEGE OF NURSING TANUR.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows

1. In case the tender submitted by the bounden is accepted by the SIMET COLLEGE OF NURSING TANUR and the contract for taking a concrete building on rent/lease for Nursing College use is awarded to the bounden, the bounden shall within ... days of acceptance of his tender execute an agreement with the SIMET COLLEGE OF NURSING TANUR incorporating all the terms and conditions under which the SIMET COLLEGE OF NURSING TANUR accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the SIMET COLLEGE OF NURSING TANUR shall have power and authority to recover from the bounden any loss or damage caused to the SIMET COLLEGE OF NURSING TANUR by such breach as may be determined by the SIMET COLLEGE OF NURSING TANUR by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the SIMET COLLEGE OF NURSING TANUR under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the SIMET COLLEGE OF NURSING TANUR may deem fit.

In witness whereof Shri..... (H.E. Name and designation) for and on behalf of the SIMET COLLEGE OF NURSING TANUR and Shri..... Bounded have hereunto set their hand the day and year shown against their respective signatures.

Signed by Shri..... (Date).....

In the presence of witnesses:

1. .....

2. .....

Signed by Shri..... (Date).....

In the presence of witnesses:

3. .....

4. .....

## GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.

2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

4. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of ₹ 1500, if the amount calculated at one per cent of the value of the articles tendered for falls below ₹ 1500. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

   (b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in

every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.

12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from

the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."

14. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-

(i) either by Departmental cheques payable at the Kerala Government Treasuries; or

(ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).

(iii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) All incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/ Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract

therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.
(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.

24. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the even of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately ant not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample if found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28. (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
(b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment-

"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of ..... under Registration No. ..... for purposes of sales tax."

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value ₹ 50 purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of ₹ 20 (₹ 15 being the value of the stamp paper and ₹ 5 incidental charges) which may be remitted