



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: simetcollegeofnursingtannur@gmail.com

Website : www.simet.in

No.B/464/2025/CN TNR

Dated:-24-06-2025

From

The Principal

To

The Director

SI-MET Trivandrum .

Madam,

Sub: SI-MET CN TNR- publishing of tender notice –Request –reg.

Ref: Order No .C/4678(2)/2023/SIMET, Dated 09-06-2025

I request you to publish the tender notice for the Purchase of Laboratory Articles and Equipment for OBG Nursing Lab in SI-MET website and please do the needful.

Copy to. Office



Yours faithfully

Jibby Varghese
Principal
SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676103

SI-MET COLLEGE OF NURSING TANUR


TENDER

Containing General Conditions for Purchase of Laboratory Articles and Equipment
for OBG Nursing Lab

Name of the Tender : Purchase of Laboratory Articles and Equipment for OBG Nursing Lab
(For SI-MET College of Nursing Tanur)

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

Signature of Tenderer


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



Last date and time for the receipt of Tender: 10/07/2025, 1.00 pm

FORM OF TENDER

From

To

Sir/Madam,

I/We hereby tender to supply under the annexed general and special conditions of contract, the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by the SI-MET College of Nursing Tanur, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*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.



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Pin: 676103, Malappuram

Phone: 0494 2580048

E-mail: simetcollegeofnursingtanur@gmail.com

Website : www.simet.in

No.B/ 464 /2025/CN TNR

Dated 24/06/2025

TENDER NOTICE

Scaled competitive tenders are invited for the Purchase of Laboratory Articles and Equipment for OBG Nursing Lab for SI-MET College of Nursing Tanur. Tender should be super scribed the following tender number and address

To

The Principal

SI-MET College of Nursing Tanur

GHSS Cheriya mundam 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.3/2025-26/CNTNR Dated 24/06/2025	24-06-2025	Laboratory Articles and Equipment for OBG Nursing Lab	5,00,000/-

Last date of receipt of Tender : 10-07-2025, 1.00 pm

Date of opening Tender : 10-07-2025, 2.00 pm



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

Superscription – Tender No. No.3/2025-26/CNTNR Dated 24/06/2025 for the Purchase of Laboratory Articles and Equipment for OBG Nursing Lab.

Due date and time for receipt of tender	10-07-2025, 1.00 pm
Date and time of opening tender	10-07-2025, 2.00 pm
Date up to which the rates are to be firm	Three months 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 SI-MET College of Nursing Tanur GHSS Cheriyaundam Campus, Thalakkadathur Po, Tirur Via, Malappuram, Pin: 676103 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, & 24/06/2025



Dr. JIBBY VARGHESE
(Name and Designation of Principal)

SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676103

SCHEDULE OF MATERIALS

SI No	Specification	Quantity	Total Cost	Remarks
1	Laboratory Articles and Equipment for OBG Nursing Lab	List of the items are attached separately	5,00,000/-	

(Please refer terms and conditions)

Terms and Conditions:-

1. Supply should be made to SI-MET College of Nursing Tanur, GHSS Cheriyamundam Campus, Thalakkadathur Po, Tirur Via, Malappuram, Pin: 676103 at your own expense and the bill in triplicate may be address to the Undersigned.
2. Supplier should provide their PAN/GST Certificate etc.
3. Lab Articles in the order should be supplied within 15 days on the receipt of supply order.
4. The rate of listed items should be quoted including GST.
5. The lowest and discounted rates should be quoted for all Articles.
6. The quality of the articles to be supplied may with high standard
7. Warranty/Guarantee of the articles should be mentioned separately.



Imayandi
29.06.20
PRINCIPAL
SI-MET COLLEGE OF NURSING
TANUR, MALAPPURAM-676103

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 the Purchase of Laboratory Articles and Equipment for OBG Nursing Lab 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 the Purchase of Laboratory Articles and Equipment for OBG Nursing Lab 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.

LIST OF ITEMS		
SL NO	ITEMS	QTY
1	BONY PELVIS-Female Pelvis Bone model	4
2	FETAL SKULL	4
3	FEMALE OBSTETRICAL DELIVERY DUMMY	2
4	FULL SIZE FETUS	2
5	FULL SIZE CEPHALIC PRESENTATION	1
6	DEVELOPMENTAL STAGES OF EMBRYO (fetal development model)	1 SET (8 PIECE)
7	MODEL OF PLACENTA-Human placenta	1
8	STANDING PELVIS-Female	1
9	FETAL DOLL	1
10	ABDOMINAL PALATION DUMMY	1
11	NEWBORN MANEQUIN	1
12	SIMS VAGINAL SPECULUM	4
13	CUSCOS VAGINAL SPECULUM	4
14	CERVICAL DILATOR SET OF 8	1
15	ANTERIOR VAGINAL WALL RETRACTOR	2
16	UTERINE VULSULLUM	2
17	SPONGE HOLDING FORSCIPS	2
18	OVUM FORCEPS	2
19	UTERINE FLUSHING FORCEPS	1
20	MULTIPE TOOTHHEAD VULSULLEUM	1
21	UTERINE SOUND	2
22	CERVIX HOLDING FORCEPS	1
23	MUSCUS SUCKER	4
24	PELVIMETER	1
25	FETOSCOPE	20
26	DIGITAL THERMOMETER	1
27	RYLES TUBE	5
28	THUMB FORCEPS	20
29	ARTERY FORCEPS STRAIGHT	20
30	ARTERY FORCEPS CURVED	20
31	LARGE BIN STEEL	1
32	SMALL BIN STEEL	2
33	BP APPARATUS ADULT	4
34	BP APPARATUS PAEDIATRIC	2
35	VOLUME DRIP SET	6
36	MICRO DRIP SET	6
37	MICRPORE	6
38	FOLEY'S CATHETES	5
39	KIDNEY TRAY STEEL (MEDIUM)	20
40	KIDNEY TRAY STEEL (SMALL)	20
41	KIDNEY TRAY STEEL (LARGE)	10
42	MEASURING TAPE	10
43	BOWL STEEL MEDIUM	20

44	BOWL STEEL SMALL	20
45	AMBU BAG SET	1
46	INFANTOMETER	6
47	PLASTIC TRAY SMALL	20
48	LARGE PLASTIC TRAY	40
49	TRAY WITH LID(12*8)	12
50	TRAY WITH LID(8*6)	12
51	DOYEN'S RETRACTOR	2
52	KIELANDS FORCEPS	1
53	WRIGLEYS FORCEPS	1
54	INJECTION TRAY	15
55	WEIGHING MACHINE ADULT	5
56	MODEL OF UTERUS	1
57	MODEL OF HIP JOINT	1
58	FLUSHING CURETTE	1
59	NEBULIZER	1
60	LARYNGOSCOPE INFANT WITH BLADE	1
61	CLEAN GLOVES	1 PKT
62	CHARTS:-	
63	a, Breast changes in pregnancy	1
64	b, uterine changes in pregnancy	1
65	c, female reproductive system	1
66	d, stages of labour 1 st stage	1
67	stages of labour 2nd stage	1
68	stages of labour 3 rd stage	1
69	e, Menstrual cycle	1
70	f, breech presentation complete	1
71	breech presentation incomplete	1
72	breech presentation foot	1
73	g, face presentation	1
74	h, brow presentation	1
75	i, twin pregnancy identical	1
76	non identical ^	1
77	j, placenta abnormailties	1
78	k, shoulder presntation	1
79	l, caput succedaneum identical	1
80	non identical	1
81	M, cephal haematoma	1
82	N, hydrocephalus	1
83	O, anancephalus	1
84	P, spinabifida	1
85	Q, cleft lip&palate	1
86	R, CPR for infant	1
87	S, CPR for children	1
88	T, Destructive operation	1
89	U, Minor disorder of newborn	1
90	V, Fetal circulation	1

91	Cot & mattress	7 adjustable bed
92	Screen	3
93	Pillow	6
94	Bedsheet	30
95	Specimen bottle	6
96	kocher forceps toothhead	6
97	formalin	1 bottle
98	Episiotomy suturing	1 set
99	Vacum set	1
100	Cradle	1
101	Small size surgical sterile lid(size8*3)	30
102	Maniquinn for community	adult female
103	Nutrition lab chart	10
104	Bland diet	
105	Vitamin	
106	Balanced diet	
107	Food pyramid	
108	Minerals	
109	Nutritive value	
110	Protein energy malnutrition	
111	Obesity	
112	Therapeutic diet in am	
113	Diet in pregnancy	

09/11

Any
24/06/25

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



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 chalang 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 event 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 and 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 is 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.