



☎ 0291-2616929

## State Institute of Hotel Management, Jodhpur

Catering Technology & Applied Nutrition

Govt. Polytechnic Campus, Jodhpur Rajasthan

*E-mail : [sihmjodhpur@rediffmail.com](mailto:sihmjodhpur@rediffmail.com)*

Ref No: SIHM/JU/2012/

DATE: 18 Feb, 2012

### **TENDER NOTICE**


State Institute of Hotel Management, Jodhpur invites sealed bids from manufactures, authorized dealers for:-

S.No	Description of items Fabrication & supply	Cost of Tender Form	Estimated Cost	EM(Rs)	Last date receipt of Tender	Date & Time of Opening
1.	Laundry & House Keeping Equipments	200/-	2,50,000	5000	27.02.2012 3.00 P.M	27.02.2012 4.00 P.M
2.	LAN cabling in the campus.	200/-	2,50,000	5000	27.02.2012 3.00 P.M	27.02.2012 4.00 P.M

The tender documents/specification can be downloaded from our website [www.ihmjodhpur.com](http://www.ihmjodhpur.com), and can be obtained on payment from the office on or before 27.02.2012, 3.00 P.M.

**Principal**



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## State Institute of Hotel Management, Jodhpur

Catering Technology & Applied Nutrition  
Govt. Polytechnic Campus, Jodhpur Rajasthan  
*E-mail : [sihmjodhpur@rediffmail.com](mailto:sihmjodhpur@rediffmail.com)*

Ref No: SIHM/JU/2012/

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### **TENDER FORM**

1. Tender for Laundry & Housekeeping Equipment.
2. Name & Postal address of the firm submitting the tenders.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Addrees to:-

**Principal, Institute of Hotel Management  
Govt. Polytechnic Campus, Residency Road,  
Jodhpur**

4. Reference:-
5. The tender fee amounting to Rs. ----- has been deposited wide cash receipt no. ----- dated -----(D.D./Postal order no.-----)
6. We agree to abide by all condition mentioned in the tender notice no.----- dated -----issued by Principal, SIHM, Jodhpur and also further conditions of the said tender notice are given in the attached sheets (all pages have been sign by us token of our acceptance of the terms mentioned therein).
7. Rates for the supply of the following items are as under and the quantity to be supplied noted against each submitted in next sheet.

**Signature & Seal of the Firm**

## House keeping & Laundry Equipments

S.No.	Name of items	Specification	Qty	Rate	Total Cost
1	Drying Tumbler Front	Inner Basket made of S.S. outer Body hot painted M.S. with Auto Reverse Forward Timer Electric Heated, CAP- 15 KG Basket Size:- 800X600 mm Basket Volume :- 300 Ltrs	01		
2	Floor Scrubbing Machine	Floor cleaning machine on metal frame, power requirement Of about 1500 watts ,brush diameter Min. 400m.m., Min.brush pressure 30 gm/sq.cm., Min.brush speed 150 rpm,Min.operating weight 20 Kgs,Min.cable length12m, Solution tank of steel body coated with Polyurethane coating of ABS plastic with Min. capacity of 10 litres with adjustable Handle.The unit should be on 2 wheels With polishing pad additional.	02		
3	Stain Removal Machine	Gun Type with cup	01		
4	Vacuum Cleaner	Power- 100W / 220 Volts Air flow - 53/litre. Tank consumption- 30 litres Overall dimentions- 81x43x43cm, No of Motor-1	02		

\* Rates mentioned must be excluding Rajasthan Sale Tax and Sur-Charge which will be paid extra, if applicable. However Central Sale Tax must be included in the rates quoted by the out of state Supplier.

Please quote the rate of the items

Mentioned from S.No. 1 to 4 Together at the space provided below.

The rates quoted by me are - in words

in figure

### Signature & Seal of the Firm

8. Goods will be delivered within period of **30 days** from the date of receipt of the form order alongwith installation.
9. The rates quotes above are valid up to **3 months**. The period can be extended with the mutual agreement.
10. Earnest money of Rs. 5000/- by Bank Draft/Bankers Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_/cash receipt No.\_\_\_\_\_ and date \_\_\_\_\_ for Rs.\_\_\_\_\_ is enclosed with the tender form.
11. The income tax clearance certificate, sale tax registration no. and sale tax Clearance Certificate are submitted herewith.
12. Declaration of Manufacturer/Dealer etc is also enclosed.
13. The above quoted rates are for SIHM, Jodhpur

**Signature & Seal of Tenderer**

## Specifications of Laundry Equipments

S.No.	Items With Specification	Quantity
1.	<p><b>Drying Tumbler Front</b></p> <p>Inner Basket made of S.S. outer Body hot painted M.S. with Auto Reverse Forward Timer Electric Heated, CAP- 15 KG Basket Size:- 800X600 mm Basket Volume :- 300 Ltrs</p>	1
2.	<p><b>Floor Scrubbing Machine</b></p> <p>Floor cleaning machine on metal frame,power requirement Of about 1500 watts ,brush diameter Min. 400m.m., Min.brush pressure 30 gm/sq.cm., Min.brush speed 150 rpm,Min.operating weight 20 Kgs,Min.cable length12m, Solution tank of steel body coated with Polyurethane coatingof ABS plastic with Min. capacity of 10 litres with adjustable Handle.The unit should be on 2 wheels With polishing pad additional.</p>	2
3	<p><b>Stain Removal Machine</b></p> <p>The nozzle can be adjusted easily to change a powerful concentrated jet into a fine spray without damaging the fabrics. Options of sharp jet or mist (soft) jet should be avialable. Max Delivery Rate – minimum 0.06 lit/min Power- 65 W Container Capacity- 800 cu. Cm</p>	1
4.	<p><b>Vacuum Cleaner</b></p> <p>Power- 100W / 220 Volts Air flow - 53/litre. Tank consumption- 30 litres Overall dimentions- 81x43x43cm, No of Motor-1</p>	2

**CONDITION OF TENDER AND CONTRACT FOR OPEN TENDER**  
**(See Rule 68)**

**Note:** Tenderers should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **"Tender by a bona-fide dealers:"** Tenders shall be given only by bona-fide dealers in the goods. They shall, therefore, furnish a declaration in the SR FORM3
3. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor writing to the purchases officer and such change shall over relive any formar member of the firm, etc., from any liability under the contract.  
  
(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposite with the purchase officer a written agreement to this effect. The contactors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate:** No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sale Tax Registration Number should be quoted and a sales tax clearance certificate from the Commerical Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. **[Income Tax Clearance Certificate:** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circles concerned alongwith the tenders without which tender may not be considered.]
6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tenders.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writing. Correction if any, should be made clearly and initialled with dates. The

- rates should mention element of the Rajasthan State Sales Tax and Central Sales Separately.
8. All rates quoted must be FOR destination and should include all incidental charges except octroi. Central/Rajasthan Sales Tax which should be shown separately. In case of local supplies the rates should include all taxes extra, and no cartage or transportation charges will be paid by the government and the delivery of goods sale be given at the premises for purchases officer. Goods to be purchased are for the purposes of official use, hands octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates sale be inclusive of octroi and local tax. In the former case, a certificate in the prescribed form will be furnished alongwith the supply order.
  9. (i) **Comparison of rates:-** In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the rules, the elements of Rajasthan Sales Tax shall be excluded whereas that of central Sales Tax shall be included.  
(ii) While comparing the rates in respect of firms within Rajasthan, the elements of Rajasthan Sales Tax shall be included.
  10. **Price preference:-**  
(i) [Price preference/preference will be given to goods produced for manufactured by small and cottage industries of Rajasthan over goods produced or manufactured by small and cottage industry from outside Rajasthan, large and medium industries in Rajasthan and from outside Rajasthan as per Purchases of Stores (Preference to Cottage and small scale industries) Rules, 1995].
  11. **Validity:** Tenders shall be valid for a period of three months from the dates of opening of tender.
  12. The approved supplier shall be deemed to have carefully examined the conditions specifications, size, make and drawings etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the purchases officer and get clarifications.
  13. The contractor shall not assign for sub-let his contract or any substantial part thereof to any other agency.
  14. **Specifications:**

(i) All article supplied shall strictly conform to the specifications, trade mark laiddown in the tender form and where ever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with astrick/at serial no....., sale in addition conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase officer/purchases committee whether the articles supplied conform to the specifications and are in accodance with the sample, if any, shall be final and binding on the tenders.

(iii) **Warranty/Gurrantee Clause:** The tenderer would give gurrantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of .....days/months from the date of the delivery of the said goods/stores/articles to be purchases and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of..... days/months, the shaid goods/store/articles be discovered not to confirmed to the description and quality aforesaid or have determined (and the decision of the purchases officer in that be half will be final and conclusive), the purchases will be untitled to reject to said goods/store/article or such portion there of as may be discovered not to conform to the said description and quality, on such rejection the goods/store/article will be at the seller's risk and all the provision relating to rejection of goods, etc., sale apply. The tenderer shall if show called upon to do, replace the goods, etc., or such portion there of as is rejection by the purchases officer, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contain. Nothing herein contain shall prejudice any other right of the purchases officer in that be half under this contract or otherwise.

(iv) In case of machinery and equipment also, gurantee will be given as mentioned in clause (iii) above and the tenderer shall during the gurantee period replace the parts if any and remove any manufactring defect if found during the above period show as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the purchases officer the tenderer shall be responsible or carring out annual mentainance and repairs on the

terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare part needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rates contract or otherwise. In case of change of model he will give sufficient notice to the purchases officers who may like to purchase spare parts from them to maintain the machinery and equipments in perfect conditions.

15. **Inspection:-**

(a) The purchases officer or his duly authorised representative shall at all reasonable time have access to the suppliers premises and shall have the power all reasonable time to inspect and examine the materials and workmanship of the goods equipments/machineries during manufacturing process or after words as may be decided.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

16. **Samples:** Tenderers for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each samples by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythin bags at the cost of tenderers.

17. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial no. of the item, of which it is a sample in the schedule.

18. Approved sample would be retained free of cost up to the period of six months after the expiry of the contract. The government should not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangement to return the samples. The samples uncollected within nine months after expiry of contract shall be forfeited by the government and no claim for their cost, etc., shall be entertained.

19. Sample not approved shall be collected by the unsuccessful tenderer. The government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved sample. Where necessary or prescribed or practical, tests shall be carried out in government laboratories, reputed testing house like Shri Ram testing house, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
22. **Testing charges:** Testing charges shall be borne by the government. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the tenderer.
23. **Rejection:**
  - (i) Articles not approved during inspections or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchases officer.
  - (ii) If, however, due to exigencies of government work, such replacement either in whole or in part, is not considered feasible, the purchases officers after given opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
24. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which purchases officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer risk and on his accounts.

25. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail, and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
26. The Contract for the supply, can be repudiated at any time by the purchases officers, if the supplies are not made to his satisfaction after given an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
27. Direct or Indirect canvassing on the part of the tenderer or his representative will be a disqualification.
28. (i) **Delivery Period:** The tenderer whose tender is accepted shall arrange supplies within a period of \_\_\_\_\_ from the date of supply order/by \_\_\_\_\_ as under.

S.No.	Items	Qty	Delivery Period
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- (ii) **Extend of quantity- Repeat orders:** If the orders are placed in excess of the quantities shown in the tender the notice, the tenderer shall be bound to meet the required supply. Repeat order may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month for the date of expiry of last supply. If the tenderer fails to do so, the purchaser shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
- (iii) If the purchaser does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
29. **Earnest Money:**
  - (a) Tender shall be accompanied by an earnest money of Rs. \_\_\_\_\_ without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of \_\_\_\_\_.

- (i) Cash through treasury Challan deposited under head “**8443 -Civil Deposits – 103 - Security Deposite**”
  - (ii) Bank Draft/Bankers cheque of the scheduled Bank.
  - (b) **Refund of earnest money:** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
  - <sup>1</sup>[(c) **Partial exemption from earnest money:** Firms which are registered with the director of industries, Rajasthan, Shall furnish the amount of earnest money in respect of items for which they are regested as such, subject to their furnishing regestration certificate in orginal or a photstate copy or a copy their of duly attested by any gazzetted officer <sup>2</sup>[deleted] from the director of industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]
  - (d) The central government and government of Rajasthan undertakings need not furnish any amount or earnest money.
  - (e) The earnest money/security deposit lying with the department/office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/security money for the fresh tenders. The earnest money may however, be taken into considration in case tenders are reinvited.
30. **For features of earnest money:** The earnest money will be forfeighted in the following cases:
- (i) When tender withdraw or modify the offer after opening of tender but before acceptance of tenders.
  - (ii) When ternderer doesnot execute, the agreement if any, prescribed with in the specified time.
  - (iii) When the tenderer doesnot deposit the security money after the supply order is given.
  - (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.
31. (1) **Agreement and security deposit:**
- (i) Successful tenderer will have to execute an agreement in the form 17 within a period of 7 days of receipt of order and deposit and security equal to 5% of the value of the stores for which tenderer are accepted <sup>1</sup>[deleted] within 15

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1. Submitted vide Circular No. 19/96 dated 01.07.1996.

2. Deleted words “Competence certificate” vide Circular No. 27/96 dated 27.08.1996

1. Submitted vide Circular No. 19/95 dated 28.06.1995 for – “Rs. 50,000/-“ and deleted the words “Subject to the maxium of Rs. 1.00 lac” vide Circular No. 6/96 dated 05.02.1996

days from the date of despatch on which the acceptance of the tender is communicated to him.

- (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than earnest money.
- (iii) No interest will be paid by the department on the security money.
- (iv) The forms of security money shall be as below:-
  - (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
  - (b) Post-office saving Bank pass book duly pledged.
  - (c) National Saving Certificates. Defence savings certificate, kisan vikas patras, or any other script/instrument under national savings scheme for promotion of small saving, if the same can be pledged. These certificate shall be accepted at surrender value.
- (v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchases and two months in case of delivery is staggered, after the expiry of contract of satisfactory completion of the same or after the expiry of the period of gurantt if any, which ever is later and after satisfied, there are no dues outstanding against the tenderer.

<sup>2</sup>[(2) (i) Firm registered with the director of industry, Rajasthan in respect of store for which they are registered, subject to there furnishing the regeistration and prescribed 3[deleted] in original competency certificate in orginal form the director of industries of or a photostate copy or a copy there of duly attested by gazzetted officer will be partially exempted for earnest money and shall pay security deposit at the rate 1% of the estimated value of tender.]

- (ii) Central government and government of Rajasthan undertakings will be exempted from furnishing security amount.
- (iii) **Forfeiture of security deposit:** Security amount in full or part may be forfeited in the following cases:-
  - (a) When any term and conditions of the contract is breached.
  - (b) When the tenderer fails to make complete supply satisfactorly.
  - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchases officer in this regards shall be final.

- (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
32. (i) All goods must be sent freight paid through railways or goods transport. If goods are sent freight to pay the freight together with departmental charges 5% of the freight will be recovered from the supplier bill.
- (ii) R.R. should be sent under registered cover through bank only.
- (iii) In case supply is desired to be sent by the purchases officer by passenger train, the entire railway freight will be born by the tenderer.
- (iv) Remittance charges on payment made shall be born by the tenderer
33. **Insurance:**
- (i) The goods will be delivered at the destination godown in the perfect condition. The supplier, if he so desired, may be insured by valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc). The insurance charges will be born by the supplier and state will not be required to pay such charges, if incurred.
- (ii) The articles may also be got insured at the cost of purchaser, if so desired by the purchaser. In such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
34. **Payment:**
- (i) Advance payment will not be expected in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail, reputed goods transport companies, etc., and pre-inspections, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
- (ii) Unless otherwise agreed between the parties payment for the delivery of the store will be made on submission of bill in proper form by the tenderer to the purchases officer in accordance with G.F and A.R all remittance charges will be born by the tenderer.
- (iii) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the disput.

- (iv) payment in case of those goods which need testing shall be made only when such tests have been carried out, test result received confirming to the prescribed specifications.
35. (i) The time specify for delivery in the tender form shall be deemed to be the essence of the contract and the successfull tenderer shall arrange supply within the period on receipt of the firm order from the purchases officer.
- (ii) **Liquidated damages:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores which the tenderer as failed to supply:-
- |  |      |
|--|------|
| (1) (a) Delay up to one fourth period of the prescribed delivery period          | 2.5% |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed period   | 5%   |
| (c) Delay exceeding half but not exceeding Three fourth of the prescribed period | 7.5% |
| (d) Delay exceeding three fourth of the Prescribed period                        | 10%  |
- (2) Fraction of a day in recknoing period of delay in supplies shall be alliminated if it is less than half a day.
- (3) The maximum amount of liquidated damage shall be 10%
- (4) If the supplier requies and extension of time in complision of contractul supply on account of accurance of any hindrance, he self apply in writing to the authority, which as placed the supply order, for the same immediatly on accurance of the hindrance but not after the stipulated date of complision of supply.
- (5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrance beyond the control the tenderer.
36. **Recoveries:** Recoveries of liquidate damages, short supply, breakage, rejected articles shall ordinary, be made from bills. Amount may also be with held to the extend of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposits available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

37. Tenders must make their own arrangements to obtain import license, if necessary.
38. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by purchases officer.
39. The purchases officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all any one or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer shall furnish the following documents at the time of execution of agreement:-
  - (i) Attested copy of partnership deed in case of partnership firms.
  - (ii) Registration no. and year of registration in case partnership firm is registered with registered of firms.
  - (iii) Address of residence and office, telephone no. in case of sole proprietorship.
  - (iv) Registration issued by registered of companies in case of company.
41. If any dispute arises out of the contract with regard to interpretation, meaning and breach of the term of the contract, the matter shall be referred to by the parties to the head of the department who will appoint his senior most deputy as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
42. All legal proceedings, if necessary arise to institute may by any of the parties in (government or contractor) shall have to be lodged in court situated in Rajasthan not elsewhere.

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