

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-02-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Fisheries Animal Husbandry Dairying
विभाग का नाम / Department Name	Department Of Animal Husbandry And Dairying
संगठन का नाम / Organisation Name	Delhi Milk Scheme
कार्यालय का नाम / Office Name	Delhi Milk Scheme, West Patel Nagar, New Delhi
वस्तु श्रेणी / Item Category	Annual Maintenance service-AIR CONDITIONER
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित बिड मूल्य /Estimated Bid Value	400000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

General Manager, DMS
Delhi Milk Scheme, West Patel Nagar, New Delhi, Department of Animal Husbandry and Dairying, Delhi Milk Scheme, Ministry of Fisheries Animal Husbandry Dairying
(General Manager, Dms)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Site Address/ Pre Bid Meeting venue and date:Delhi Milk Scheme, West Patel Nagar, New Delhi 110008

Specific Scope:[1769596622.pdf](#)

Annual Maintenance Service-AIR CONDITIONER (80)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	AMC of 66 Nos of window Air Conditioners and 14 Split AC of different Models viz Voltas Carrier Videocon Lloyd Federsloyd LG Vstar and Split AC and Charging of Gas and Repair work
Amc Brand	AMC of 66 Nos of window Air Conditioners and 14 Split AC of different Models viz Voltas Carrier Videocon Lloyd Federsloyd LG Vstar and Split AC and Charging of Gas and Repair work

विवरण/ Specification	मूल्य/ Values
Nominal Cooling Capacity in TON	1 point 5 Ton and 2 Ton
Vintage	10 years and above , 5 to 7 years , 7 to 9 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	All 3 Wet Routine Service
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Hari Kishan Meena	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	80	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

General Manager, DMS

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED ATC

- 1. Descriptions of Job :** AMC of 80 Nos. of window Air Conditioners and Split of different Models viz Voltas, Carrier, Videocon, Lloyd, Federlloyd, LG, Vestar & Split AC & Charging of Gas and Repair work.
- 2. Scope of Work:-** AMC of total 80 Nos. of Air conditioners (66 Nos. window AC & 14 Nos. of Split AC) of different Models like Voltas, Carrier, Videocon, Lloyd, Federlloyd, LG, V-Star Company etc.

S. No.	Description of Job
1.	Wet Cleaning of window & Split Air conditioners.
2.	Charging of Gas.
3.	Repair/replacement of faulty spare parts.
4.	Dismantling & Assembling (Re- fitting) of A/Cs.
5.	PCB Repair & Replacement with new one if required, new Remote Control to be provided by party.
6.	Rotary Compressor repaired and if required new compressor to be changed.
7.	Hermetic Compressor shield of 1.5 Ton & 2.0 Ton window and split AC (Reciprocating) to be changed.
8.	Fan motor to be Repaired & Replaced (if required) with new one.
9.	Cooling coil to be Repaired & Replace if required changed with new one.
10.	Condenser Repair and Replace with new one if required
11.	Capillary & Filter to be change. If required.
12.	Suction & Liquid line to be change with insulation and copper wire, if required.
13.	Running capacitor change. If required.
14.	Fan Blower replaced. If required.
15.	Fan Blade replaced. If required.
16.	Wiring Kit to be change as per requirement.
17.	Complete indoor unit to be change if required.

18.	New cooling coil of indoor unit to be change for 1.5 & 2.0 Ton AC'S.
19.	All faulty parts (Compressor, fan motor etc.) to be handover to DMS.

3. **Period of Contract:-** The above job shall be awarded initially for the period of two years which can be extended for further period of six months depending upon the satisfactory performance and at the sole discretion of General Manager.

4. **Documents to be submitted for eligibility criteria: -**

- (i) The firm is required to submit Aadhar and Pan Card along with his rate of
- (ii) The firm is also required to submit GST certificate along with his rate offer

5. **EMD Deposit:-** As per Gem guidelines.

6. **Security Deposit:** You are required to deposit 5% security amount of the total value of the contract in the shape of Demand Draft/Pay order/FDR in favour of General Manager, Delhi Milk Scheme within 10 days from the issue of the job order failing which the same shall be deducted from the payable bills. The security amount shall be refunded after completion after guarantee period of six months.

7. **Payment:** The payment shall be allowed/released from time to time basis on submission of bill on GeM Portal of above job and bills duly verified by Dairy Engineer which will be forwarded by them to Account Officer (Store Payment) for payment through PFMS through GeM Portal.

8. **Penalty Clause:** A penalty as deemed fit shall be recovered, if the job is not completed within the stipulated period.

9. The party has to report to Dairy Engineer for onwards directions for carrying out the above work.

10. **Site Visit :** Before starting the repair/service of Air conditioner party has to take a certificate from individual Air conditioner user and Dairy Engineer his representative that they only require servicing & are not facing problem. Only those Air conditioner which are old will require works i.e. Gas Charging, compressor replacement or parts change. Most of the A/c are new hence only servicing shall be done.

11. All the Air Conditioners are to be serviced in DMS premises.

12. The party may visit Delhi Milk Scheme for inspecting the Air Conditioners which are to be repaired for submitting the estimate for repair.

13. The party has to submit separate estimate of the Air Conditioners which are not working and require replacement of some parts duly certified by Dairy Engineer or his representative before starting the repair.

14. **Compensation:** In the event of an accident or mishap resulting in any disability, injury or death of employee engaged by party during the period of the contract.

ract the compensation, damage etc. are to be paid by contractor. DMS shall not be liable in any manner either monetarily or otherwise.

15. **Safety Guideline :** Tenderer should ensure that the staff deployed by him follow all statutory and safety guidelines while working. In this connection DMS in no way will be responsible for any untoward happenings during the contract period.
16. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period.
17. **Modification:** In case of any hardship/operational problems faced by either party (i.e. contractor or DMS). General Manager, DMS have the right to add/modify any conditions in the public interest by recording reasons to this effect.
18. **Each individual officer/ official in which Run the AC is installed has to verify the repair done which will be countersigned by AE (Ref) & Dairy Engineer.**
19. For Major expenditure above Rs. 5000 on each A.C prior permission from Dairy Engineer /Authorize representative shall be taken.
20. **Jurisdiction :** All dispute arising out of or touching on the contract shall be subjected to the jurisdiction of the court of Union Territory of Delhi only.
21. **Short Close of Contract:** (i) On breach of any terms and conditions, the said contract can be short closed/cancelled at any time without assigning any reason at the sole discretion of General Manager, Delhi Milk Scheme. (ii) The contract can be short closed at any time if O & M of DMS is given to external agency or DMS activity is closed due to any reasons, whichever is earliest. (iii) In case of closure of DMS activities, contract may be short closed without any notice. (iv) In case of shifting of entire DMS operation to any other Milk Union/Dairy Federation etc and/or short closing/termination MoU between DMS and Haryana Dairy Federation, the above contract can be short closed. (v) The contract can also be short closed under any unforeseen circumstances beyond the control of DMS.

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate

action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

BUYER ADDED ATC

1. **Descriptions of Job :** AMC of 80 Nos. of window Air Conditioners and Split of different Models viz Voltas, Carrier, Videocon, Lloyd, Federlloyd, LG, Vestar & Split AC & Charging of Gas and Repair work.
2. **Scope of Work:-** AMC of total 80 Nos. of Air conditioners (66 Nos. window AC & 14 Nos. of Split AC) of different Models like Voltas, Carrier, Videocon, Lloyd, Federlloyd, LG, V-Star Company etc.

S. No.	Description of Jon
1.	Wet Cleaning of window & Split Air conditioners.
2.	Charging of Gas.
3.	Repair/replacement of faulty spare parts.
4.	Dismantling & Assembling (Re- fitting) of A/Cs.
5.	PCB Repair & Replacement with new one if required, new Remote Control to be provided by party.
6.	Rotary Compressor repaired and if required new compressor to be changed.
7.	Hermetic Compressor shield of 1.5 Ton & 2.0 Ton window and split AC (Reciprocating) to be changed.
8.	Fan motor to be Repaired & Replaced (if required) with new one.
9.	Cooling coil to be Repaired & Replace if required changed with new one.
10.	Condenser Repair and Replace with new one if required
11.	Capillary & Filter to be change. If required.
12.	Suction & Liquid line to be change with insulation and copper wire, if required.
13.	Running capacitor change. If required.
14.	Fan Blower replaced. If required.
15.	Fan Blade replaced. If required.
16.	Wiring Kit to be change as per requirement.
17.	Complete indoor unit to be change if required.
18.	New cooling coil of indoor unit to be change for 1.5 & 2.0 Ton AC'S.
19.	All faulty parts (Compressor, fan motor etc.) to be handover to DMS.

TERMS & CONDITIONS:

3. **Period of Contract:-** The above job shall be awarded initially for the period of two years which can be extended for further period of six months depending upon the satisfactory performance and at the sole discretion of General Manager.
4. **Documents to be submitted for eligibility criteria:-**
 - (i) The firm is required to submit Aadhar and Pan Card along with his rate offer.
 - (ii) The firm is also required to submit GST certificate along with his rate offer.
5. **EMD Deposit:-** As per Gem guidelines.
6. **Security Deposit:** You are required to deposit 5% security amount of the total value of the contract in the shape of Demand Draft/Pay order/FDR in favour of General Manager, Delhi Milk Scheme within 10 days from the issue of the job order failing which the same shall be deducted from the payable bills. The security amount shall be refunded after completion after guarantee period of six months.
7. **Payment:** The payment shall be allowed/released from time to time basis on submission of bill on GeM Portal of above job and bills duly verified by Dairy Engineer which will be forwarded by them to Account Officer (Store Payment for payment through PFMS through GeM Portal.

8. **Penalty Clause:** A penalty as deemed fit shall be recovered, if the job is not completed within the stipulated period.
9. The party has to report to Dairy Engineer for onwards directions for carrying out the above work.
10. **Site Visit :** Before starting the repair/service of Air conditioner party has to take a certificate from individual Air conditioner user and Dairy Engineer his representative that they only require servicing & are not facing problem. Only those Air conditioner which are old will require works i.e. Gas Charging, compressor replacement or parts change. Most of the A/c are new hence only servicing shall be done.
11. All the Air Conditioners are to be serviced in DMS premises.
12. The party may visit Delhi Milk Scheme for inspecting the Air Conditioners which are to be repaired for submitting the estimate for repair.
13. The party has to submit separate estimate of the Air Conditioners which are not working and require replacement of some parts duly certified by Dairy Engineer or his representative before starting the repair.
14. **Compensation:** In the event of an accident or mishap resulting in any disability, injury or death of employee engaged by party during the period of the contract the compensation, damage etc. are to be paid by contractor. DMS shall not be liable in any manner either monetarily or otherwise.
15. **Safety Guideline :** Tenderer should ensure that the staff deployed by him follow all statutory and safety guidelines while working. In this connection DMS in no way will be responsible for any untoward happenings during the contract period.
16. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period.
17. **Modification:** In case of any hardship/operational problems faced by either party (i.e. contractor or DMS). General Manager, DMS have the right to add/modify any conditions in the public interest by recording reasons to this effect.
18. **Each individual officer/ official in which Run the AC is installed has to verify the repair done which will be countersigned by AE (Ref) & Dairy Engineer.**
19. For Major expenditure above Rs. 5000 on each A.C prior permission from Dairy Engineer /Authorize representative shall be taken.
20. **Jurisdiction :** All dispute arising out of or touching on the contract shall be subjected to the jurisdiction of the court of Union Territory of Delhi only.
21. **Short Close of Contract:**(i) On breach of any terms and conditions, the said contract can be short closed/cancelled at any time without assigning any reason at the sole discretion of General Manger, Delhi Milk Scheme. (ii) The contract can be short closed at any time if O & M of DMS is given to external agency or DMS activity is closed due to any reasons, whichever is earliest. (iii) In case of closure of DMS activities, contract may be short closed without any notice. (iv) In case of shifting of entire DMS operation to any other Milk Union/Dairy Federation etc and/or short closing/termination MoU between DMS and Haryana Dairy Federation, the above contract can be short closed. (v) The contract can also be short closed under any unforeseen circumstances beyond the control of DMS.