

**UNDERTAKING FROM SUPPLIERS TO CANTEEN STORES DEPARTMENT  
MINISTRY OF DEFENCE, GOVERNMENT OF INDIA**

**(To be executed on Rs. 100/- non-judicial Stamp Paper duly notarised)**

1. We, M/s. \_\_\_\_\_ with Head Office located at \_\_\_\_\_  
\_\_\_\_\_ solemnly affirm the following :-

That the following products have been offered by us to Canteen Stores Department for introduction :

**Sr. No.                      Nomenclature of Item**

2. We are the manufacturers of the products stated at para-1 above.

**OR**

We are the brand owners of the branded products stated at para-1 above and are being manufactured by M/s \_\_\_\_\_  
\_\_\_\_\_ having address \_\_\_\_\_ on our  
behalf our brand stands registered by \_\_\_\_\_ (state  
relevant registration authority) vide \_\_\_\_\_ their letter  
\_\_\_\_\_ dated \_\_\_\_\_.

**OR**

Product at para-1 above are being manufactured by  
M/s \_\_\_\_\_ (name and address of the firm)  
and the said firm has appointed us as their sole selling agent at All India  
level including open market for these products.

A copy of the agreement between us and the manufacturer is attached.

**OR**

We are the principal importers of M/s \_\_\_\_\_ having address \_\_\_\_\_.

3. We will nominate our wholtime executives/employees for dealing with the Department and undertake NOT to use the services of any liaison agent for the same.
4. All decisions taken by our nominated wholtime executives/employees will be honoured by the firm.
5. We shall adhere to the delivery schedule stated in the orders placed on us. Unless amended by the Department, penalty imposed by the Department for late delivery will be accepted by us.
6. We also undertake not to make supplies of any of our products, listed with CSD, directly to Indian Naval Canteen Services (INCS) Canteen(s) or any other Unit -run -Canteens.

7. "We also undertake to refrain from dealing with CSD personnel directly or indirectly including those purported to be CSD personnel for any clarifications on introduction of items except through official channel. Infringement of this is liable to render our items ineligible for introduction into CSD".

### **PRICE**

8. It is declared that nett trade rates (without S.T./VAT/CST & Local Levies) as appearing in first point trade invoice/s submitted with this application pertain to our lowest trade price in the country.'.
9. For any increase in the price or terms, we will apply to the department in the specified format will continue to make supplies at the existing rates and terms till the approval is accorded. For price decreases, rates will be reduced immediately. For any complaints of over charging from CSD customers, the amount will be recovered from pending / future payments of firm or dealer.
10. Price parity established and agreed to from time to time will be maintained.
11. We also undertake to extend any consumer promotion scheme launched by us in the civil market directly or through our stockists/ dealers etc., simultaneously to CSD as well. Intimation about such schemes will be given well in advance to Area Depots/concerned branch at CSD HO.
12. In case of any default on this account on our part CSD will be at liberty to recover the value of the gift offer as liquidity damages plus penalty thereon as per the prevailing policy of CSD. CSD may recover the amount from our outstanding payments or payments of our dealers and in case the outstanding payments falls short of the recoverable amount, the balance amount may be recovered from our payments or payments of our dealers against future supplies and/or from the bank guarantee, if any, held by the Department.

### **AFTER SALES SERVICE**

13. We undertake to appoint local dealers at all Depots locations & major cities within 3 months of introduction.
14. We confirm that all the Dealers/services centres will render after sales services within 15 days of the receipt of complaint from the Depot Manager/ URC/customer. In case service is not rendered as stipulated the URC /Depot Manager is at liberty to recover the cost of item from pending/future payments. The addresses of dealers/show rooms/Service centres providing after sales service to cover all depot locations are attached. In case of any change, we undertake to inform CSD HO/Area Depots by registered AD post within 7 days of making any change.
15. In case we (directly or through dealers appointed by us ) fail to render After Sales Services within maximum period of 15 days , the items be replaced or credit note will be given to customer and the amount will be debited to our account. Besides, the defective items be back-loaded to us at our risk and cost.

### **QUALITY**

16. We undertake to ensure the quality of the products being supplied by us as per specification. In case the quality is found to be lacking, the Department is at liberty to make recovery as per the prevailing policy of the Department, impose penalty, and / or delete our product from the CSD inventory range.
17. If any of our products are found to be damaged or of inferior quality or having any deviation from the TDS / BIS, we undertake the responsibility to take back the item at our risk and the Department can recover the entire cost of the item from any of our pending bills and also suspend the ordering and sale of that particular item. We also accept any punitive action that may be taken by the Department by way of imposing liquidity damages in case, in the departmental investigation, if it is established/revealed that inferior quality /

seconds have been supplied to the CSD.

- 18. In case our products are found to be not conforming to the prescribed specifications, recovery may be made and penalty be imposed on us as per the prevailing policy of the Department and merit of each case. Persistent quality deviations may lead to deletion of our product without any prior notice. The cost of samples and testing charges will be debited to us.
- 19. We also confirm that we have noted the condition that in case of persistent non-supply on more than three consecutive occasions, our item in question is liable to be deleted from CSD inventory range.

For and on behalf of \_\_\_\_\_

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Date \_\_\_\_\_

Witness (i) \_\_\_\_\_  
(Signature)

Name and  
(Address) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Date): \_\_\_\_\_