

## APPENDIX 'D'

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

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

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
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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 \_\_\_\_\_

(\*) DELETE WHICHEVER IS NOT APPLICABLE.

3. We will nominate our wholetime 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 whole time 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. On receipt of orders/excise permits (applicable to liquor products), in case we are unable to make delivery, the CSD HO (Deputy General Manager-GS/LIF-as applicable) will be informed by a registered AD letter within 10 days of receipt of orders/excise permits.
7. 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.
8. We undertake to provide Bank Guarantee valid for three years from schedule 'A' Bank for the value specified by the Department.
9. "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".
10. We also undertake to provide all the correct details and valid documents as per the requirement of the department within six months, failing which the application can be closed by CSD.
11. In case the department found at any point of time that the data / information submitted by us as supplier is incorrect the department can delete the items without giving any reason or notice which will be acceptable to us.

#### **PACKAGING**

12. All changes in the size/pack/packing material etc will be made by us only with the prior approval of the Department and till the approval is accorded, or two months after intimating the Department through registered AD post, whichever is earlier, supplies will continue to be made in the existing approved size/pack/packing material.
13. That in case our packing get damaged in transit/stocking, we will supply packing material at our cost.

#### **PRICE**

14. It is declared that nett trade rates (without GST & other levies) as appearing in first point trade invoice/s submitted with this application pertain to our lowest trade price in the country.
15. For any change in the price or terms, we will apply to the department in the specified format atleast three months in advance by registered A.D. and will continue to make supplies at the existing rates and terms till the approval is accorded. For price decrease, rates will be reduced immediately. For any complaint of overcharging from CSD customer CSD can recover the amount from pending / future payment of firm or dealer
16. Price parity established and agreed to from time to time will be maintained.

17. 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 to CSD well in advance (atleast one month in advance) to Dy General Manager (MS) through Regd A/D Post.
18. 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 and recover the amount from our outstanding payments. In case the outstanding payments falls short of the recoverable amount, the balance amount shall be recovered from our payments against future supplies and/or from the bank guarantee, if any, held by the Department.

#### **AFTER SALES SERVICE**

19. We confirm that all the Dealers / service 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.
20. 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 ex -stock or credit note to be given to unit canteen/ 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**

21. 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.
22. If any of our consignments is found to be damaged, unfit for CSD vending, unfit for human consumption or of inferior quality or having any deviation from the TDS / BIS / FPO / FSSAI standards or from our master samples preserved in CSD, we undertake the responsibility to take back the entire stock at our risk and cost from the depots and the Department can recover the entire cost of the stock held of affected batch / mfg date plus penalty thereon (at the wholesale rates of CSD) and any other cost from any of our pending bills and also suspend the ordering and sale of that particular item/ batch. 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. Furthermore, we will take back any unsold stock under our own arrangement.
23. 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. We also confirm that we have noted 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.

**DISTRIBUTION**

- 24. That in case our products are accepted by CSD for procurement Against Firm Demand or on local supply basis, we undertake to establish warehouse or appoint C&F Agents/Local dealers at all depot stations within three months of receipt of acceptance for ensuring local supply to CSD Depots.
- 25. We undertake to register its labels in all States where CSD Depots are engaged in supply to URCs. We agree to accept the condition firstly, that no order will be placed on us if we fail to register our labels prior to commencement of initial supplies. Secondly, we undertake to accept the condition that we shall get the labels re-newed in all the states where CSD supplies are made to its customers on year to year basis, failing which the item may be deleted, if approved for merchandising in CSD. (For liquor products only).

**DELIVERY**

- 26. We undertake to supply the goods within the prescribed delivery schedule and in case of delay, the Department may recover penalty, as per the prevailing policy of the Department.
- 27. 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) : \_\_\_\_\_