

UNDERTAKING FOR PRINTING & SUPPLY OF COURSE MATERIAL

This undertaking made on.....day of..... Two thousand and Fifteen in connection with Printing and supply of Course Material as per Tender No. 301/KITTS/HSR-IV/2015-2016 on the following terms and conditions;

1. This is valid for a period of one year, i.e upto March 2016 and the rate quoted by us is inclusive of all expenses and delivery at the specified place.
2. The supply shall be made as per the size / quantity specified in the work order and as per the sample approved by the KITTS in the specified quality so specified in tender conditions. We shall procure the required materials well in advance on our own cost so as to execute the work in time.
3. If we are the lowest bidder, we shall execute the agreement and deposit an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) by way of Demand Draft/ Bank Guarantee as security deposit before award of the work order by KITTS with a minimum validity period of one and half years to the satisfaction of the KITTS. The security amount will be got back altogether after the validity period of the contract without any interest.
4. The security deposit is for the prompt execution of the contract and the same is liable to be forfeited in case of any violation of the terms and conditions. The said security deposit shall be got back without interest only after completion of the Contract period, if our dealing has not caused any monetary loss to the KITTS during the period.
5. We are not allowed to sublet the work under any circumstances. If we sublet the work, it will be treated as a violation of the terms of this agreement.
6. The KITTS reserves all the rights to terminate / cancel the order with us at any time without assigning any further reason and if we fail to supply the Course Material in time, quality differences of Course Material approved or back out in the eleventh hour after accepting the work order or in the middle of the time allowed to complete the supply. In such cases, we will be liable for the loss sustained to the KITTS, if the loss exceeds the security deposit, the KITTS will sue us for the amount to compensate for the loss sustained.
7. We are fully responsible for rectification/replacement of defective / damage of materials at our own charges and cost to the entire satisfaction of the KITTS. In the event of our failure

to do so as above, KITTS reserves the right to obtain replacement or purchase the Course Material afresh at our risk and cost.

8. Payment will be cleared within a period of 3 months on receipt of invoice and after delivery. No advance payment will be got under any circumstances. The quoted price is inclusive of all taxes and duties for a period of one year.
9. If there is any fault /delay on the part of us, that affects the supply of Course Material, the KITTS, reserves its right to modify and cancel the supply order and arrange the supply to be completed through other means and this shall be done at our risk and cost.
10. If we have not undertaken the works as per the rate offered in the Tender or fail to deliver the assigned work in time, the work can be awarded to the next lowest bidder and the difference amount can be deducted from the Security amount deposited by us.
11. The entire Security Deposit amount can be forfeited if we evade doing the assigned supply continuously for 3 times, we will be removed from the list and black listed.
12. All sums found due to the KITTS under or by virtue of this agreement can be recoverable from us and our 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 KITTS may deem fit.
13. We shall be liable for all statutory dues including taxes, levies, duties etc., if any and the KITTS shall not be liable or responsible for any such dues arising out of any statute, orders, notifications etc.
14. All the disputes arising out or any way connected with this tender/order/agreement shall be deemed to have arisen in Thiruvananthapuram and within the jurisdiction of Courts in Thiruvananthapuram district and courts in Thiruvananthapuram alone shall have jurisdiction to decide such disputes.

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I / We hereby inform that I/We have read the terms and conditions and agree to participate in the tender opening for Printing and supply of the Course Material vide tender No. 301/KITTS/HSR-IV/2015-2016 scheduled at 3.00 pm on 22.04.2015.

For and behalf of the tender / firm:

Name & Designation:

Contact address & Phone No:

Signature

Place:

Date:

Office seal