

**GOVERNMENT OF INDIA  
DEPARTMENT OF PUBLICATION  
CIVIL LINES, DELHI – 110 054.**

**No. Advt./**

**Dated:**

**To**  
**M/s.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: -Grant of agency for the sale of Government Publications during the period of trial.**

Dear Sirs,

With reference to your application dated \_\_\_\_\_ and the documents furnished therewith, you are appointed as an agent for a period of two years to be known as “Restricted Agent”, subject to the following terms and conditions: -

- i) That you will sell Government Publications and Periodicals of the value not less than Rs.6,000/-(Rupees Six Thousand Only) each year provided that the Government may relax this condition at its discretion on receipt of your application in this behalf.
- ii) That you will receive from this Department a commission of 20% on the sale of all Government Publications and periodicals on your duly complying with the terms and conditions thereof. However, the rate of commission will automatically be reduced to 15% if the sale of Government publications and periodicals by you falls short of Rs.6,000/-(Rupees Six Thousand Only) each year. If so required by the Department, you will submit to the Department a half yearly account of all such sales.
- iii) You will have to draw the books on demand from the Head Office of the Department after depositing the value of the books in cash in advance or by having a deposit account opened in your name with a minimum amount of Rs.1,000/-(Rupees One Thousand Only) by adjustment.
- iv) That you shall not sell or allow Government Publications and Periodicals to be sold at a price other than printed by the Controller of Publications.
- v) That you shall not be entitled to recover any extra charge over and above the printed price of Government Publications and Periodicals sold by you. This does not apply to the Postal / Freight charges etc. that you may charge for sending the publication to the indenters.
- vi) Defective / damaged copies of Publications and Periodicals will be accepted back if the defects / damages are pointed out and the publications and periodicals are returned to the Department within 10 days of the receipt of the publications.

- vii) During the period of this Agreement, the unsold copies in good condition will be accepted back in this Department if the same are returned with a period of six weeks from the date of receipt of the publications.
- viii) Notwithstanding anything herein continued, the Controller of Publications will have the option to terminate the restricted agency arrangement under the letter of agreement by serving on you 15 days of notice in writing at any time without being obliged to assign any reasons. Therefore, provided always that if the Controller of Publications determines that you have failed to discharge your obligations hereunder faithfully and duly or have committed breach of any of the conditions therein, the Controller shall have the right to cancel the restricted agency arrangement with immediate effect by giving you a written notice in this behalf.
- ix) If the Controller of Publications is satisfied that you have performed your obligations hereunder during the entire period of two years, the Controller shall have the option to appoint you as an agent on the regular basis provided you execute a formal agreement in favour of the President of India in the prescribed form.
- x) Nothing herein shall entitle you to any relaxation of the terms and conditions herein or to obtain an extension of the period of this restricted agency agreement beyond two years, or to be appointed as an agent on regular basis as mentioned in the preceding paragraph (ix) unless the Controller of Publications shall in his judgment so determines. In no circumstances shall you be regarded as an employee or servant under the Government by circumstances of or otherwise.

**CONTROLLER OF PUBLICATIONS**  
**For AND ON BEHALF OF THE PRESIDENT OF INDIA**