

FINAL AGREEMENT FOR REGULAR AGENTS, DULY VETTED BY LAW)

THIS AGREEMENT MADE THIS _____ day of _____ 20__ BETWEEN _____
(hereinafter called the agent of the one part and the President of India (Hereinafter called "The Government") of the other part:

Whereas the Government has at the request of the Agent agreed to appoint him to be agent for the sale of publications of the Government and to supply such publications to the Agents on the terms and conditions hereinafter contained:

AND WHEREAS such publications are sold by the Government at the published price it is necessary in the interest of the Government that such publications should be sold at the published price.

NOW THESE PRESENTS WITNESS AND THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. The Government hereby appoints the agents as its agent to sell publications of the Government on the terms and conditions hereinafter appearing.

The Government, however, shall be at liberty to appoint more than one agent in any one City or town. The appointment of the agent is at the option of the Government liable to be terminated forthwith if the agent fails to purchase from the Controller of Publications, Government Publications of the value of at least Rs.6,000/- (Rupees six thousand only) every year. Any relaxation or indulgence granted by the Government to the Agent shall not in any way prejudice the strict rights of the Government under this agreement.

2. The supplies of publications shall be made on prepayment by any of the following methods, though the order in which they are, arranged represents the order of preference in which the Government Of India, Department of Publication would like payment to be made: -

- | | |
|---------------------------------------|------------------------------------|
| (a) By Indian Postal Order | (b) By Postal Money Order |
| (c) In actual cash | (d) By Bank Draft |
| (e) In ordinary postage stamps | (f) by cheque or per V.P.P. |
- (Upto a limit of Rs.3/-)**

The Agent shall open deposit account with a lump sum of not less than Rs.1000/- (Rupees one thousand only) to be recouped by each supply, which will be duly accounted for. Where an agent has not opened deposit account with the Department of Publication, copies of Publications can also be supplied.

By V.P.P. in special cases, provided the agent keeps a deposit of Rs.25/- (Rupees twenty-five only) with the Government to be utilized for adjustment of postage etc., in case the agent refused to honor Government V.P.P. sent as per his order.

3. In case an agent, who operates on a deposit account happens to place an order the cost of which is more than the amount in his deposit account, the uncovered portion of the order will be complied by V.P.P. to the extent of Rs.100/- (Rupees one hundred only) subject to the condition that in the event of failure on the part of the agent to accept the V.P.P. the cost of postage, freight etc. incurred by the Government of India, Department Of Publication, will be debited to the deposit account of the agent. To ensure this, sufficient amount should be kept back in the deposit account to cover the postage, freight etc. in case the agent refuses the supply made by V.P.P. for the uncovered amount. Further two supplies [(i) covered by this deposit account after keeping back sufficient amount and (ii) the uncovered portion of its, will be dispatched separately under different vouchers (i.e. under PP.D/A) vouchers and V.P. Vouchers respectively].

4. The agent will not be entitled to recover any extra charges over and above the published price of publications sold across their counters or to sell a publication at a price below its published price. He may, however, if he chooses, levy actual packing and postage charges incurred by him in the case of publications, which he sends by post to customers.

5. The agent is entitled to obtain publications from the Government of India, Department Of Publication on cash basis at a discount of 25%. In the event of Government of India, Department Of Publication being required to undertake supplies to the agents, clients direct, either casual supplies or regular supplies of periodicals to the subscribers, only 12 ½% commission will be allowed (in the event of supplies required to be made to the agents' Branch Office in Delhi or New Delhi, usual discount of 25% will be allowed to the agent). The Asstt. Controller of Publications will be at liberty to discontinue the supply of periodicals in case the subscription is not deposited in full or by prescribed date.

6. Recurring complaints by the public regarding difficulties in obtaining Government of India Publications from the agent on account of publications having good demand not been stocked or supplies being delayed even after receipt of copies from the Government of India, Department Of Publications, will lead to the termination of the agency. The agent, will therefore, keep stock of such publications as may be suggested by the Asstt. Controller of Publications from time to time besides these, which he himself decides to stock in order to meet the public demand promptly. The Agency is also liable to be terminated as a result of misconduct on the part of an agent or his representative or if the purchases made by an agent from the Government of India, Department of Publication or from the other authorized selling agency, fall below Rs.6,000/- (Rupees Six Thousand Only) per annum. The amount of purchases shall not include the cost of publications returned.

7. The agent shall maintain constantly for purpose of display a stock of Government of India Publications either at his discretion or according to the suggestion of the Asstt. Controller of Publications and to purchase as usual on prepayment on this account publications worth at least Rs.1,000/- (Rupees one thousand only).

8. The publications purchased for display will be replaced by new ones to be extent of 50% if the purchase price paid provided that the books are returned for replacement within 6 months from the date of dispatch of the publications from the Government of India, Department Of Publications, Delhi of their purchase in satisfactory (saleable) condition (of which the Asstt. Controller of Publications will be the final judge), postage / freight paid. The copies so returned by the Agency should not bear any rubber stamp either of their firm or of their customers. The voucher number and date of original supply should always be quoted in such cases. Where the cost of the stocks returned falls short of the cost of new books to be supplied in exchange, the difference in the cost, if any, between the copies returned and those to be exchanged should be paid in advance.

9. Unsold copies upto a maximum of 25% of the number of copies of each publication purchased will be taken back within 6 months from the date of dispatch of the publications from the Government of India, Department Of Publication, Delhi provided that they are received back in satisfactory (saleable) condition postage / freight paid. The unsold copies so returned by the Agent should not bear any rubber stamp either of their firm or of the customers. The decision of the Asstt. Controller of Publications will be final. The price will be refunded (less money order) commission in cash if required only in the case of these returned publications, which were not supplied for purpose of display. It can also be credited to the Agent's deposit account. The voucher number and date of original supply should always be quoted. The return of unsold copies of the Import and Export Policy and Hank Book shall be covered by the instructions contained in Annexure.

10. The Asstt, Controller of Publications may at his discretion, supply publications to the agent on 'Sale and Return' basis upto a certain credit limit (to be fixed by him). If such supplies are decided to be made to the agent on 'Sale and Return' basis, he will have to abide by the provision of the Appendix to these presents.

11. All possible care shall be taken by the Asstt. Controller of Publications to see that the defective copies of publication are not supplied. In spite of this, if sometimes, such copies are issued, they will be accepted back or exchanged by good copies, if available in the following manner, provided they are returned in a saleable condition and without any defacements either on the part of agent or on the part of his customers, the decision of the Asstt. Controller of Publications in this respect being final: -

- (a) Copies with outward defects e.g. damaged cover; defective etc. will be taken back within 30 days from the date of dispatch from the Office of the Asstt. Controller of Publications.
- (b) Copies with inner defect e.g. missing and torn page, wrong printing etc. will be taken back within six weeks from the date of dispatch from the office of the Asstt. Controller of Publications.
- (c) Voucher number and date of the original supply should always be quoted while returning the publications with defects of any kind.

12. The publications ordered by the Agent will be supplied F.O.R. destination when sent by train and post free when sent by post. The supplies will be made by goods trains or passenger train or by registered/unregistered post at the discretion of Asstt. Controller of Publication, if however, the agent wants certain publications to be sent by a mode of transport, more expensive to the Government of India, he will have to bear the different in charges. The Government of India will take no responsibility for non-delivery or late delivery of the publications due to any negligence or default of the carriers or otherwise.

13. The agent's orders should invariably state the required number of copies and not according to weight in the case of publication to be sent by rail. Symbol number should be quoted wherever possible.

14. Orders placed by the agent would be deemed to be firm and irrevocable. Requests for cancellation of any order may, however, be entertained in exceptional circumstances at the discretion of the Asstt. Controller of Publications provided publications have not been appropriated against the orders sought to be cancelled. The decision of the Asstt. Controller of Publications in this regard shall be final and binding upon the agent.

15. All disputes and differences arising out of or in any way touching or concerning this agency whatsoever save and except the decision whereof as hereinbefore specifically provided for, shall be referred to the sole arbitration of any persons appointed by the Controller of Publications, Delhi. There will be no objection to any such appointment that the person appointed is Government servant, that he had to deal with the matters to which the agreement relates and that in the course of his duties as such Government servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or is unable to act for any reasons such Controller as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act an arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor is also a term of this agreement that no person other than a person nominated by the Controller of Publications as aforesaid should act as arbitrator and if for any reasons that is not possible, the matter is not to be referred to arbitration at all. Subject as aforesaid, the Indian Arbitration Act, 1940 and any statutory reforms or modification thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The last venue of arbitration shall be Delhi.

16. All records of the agent in connection with this agency shall be open to inspection by the Asstt. Controller of Publications or any other officers duly authorized by him in this behalf.

17. In no circumstances shall this agency be transferred to any other person without the previous sanction and approval in writing from the Asstt. Controller of Publications.

18. The Government of India may at any time revoke the appointment of the Agent for the sale of the said Government of India publications on giving to the Agency one month's notice in writing of his intention to do so; the Govt. shall also be entitled to take back from the Agent all Government of India Publications supplied to his for sale and then unsold at the date of expiration of the period of such notice refund to the Agent the price which he has paid for such publications.

19. The Asstt. Controller of Publications may, at his discretion terminate the agency forthwith except as permitted under clause 4 above if it is established to his satisfaction that the agent has sold any publications purchased by him from the Government of India, Department Of Publication at a price other than that fixed for its. In addition, the agent shall be liable to pay to the Government of India as compensation for breach of the conditions of this agreement a sum equivalent as to the difference between the published price and the price at which the agent has actually sold such publications plus a sum of Rs.100/- (Rupees one hundred only) for such sale.

20. The Government of India may at any time by notice in writing summarily determine the contract without compensation to the agent in any of the following events, that is to say:

- i) If the agent being an individual or if a firm, any partner in the agent's firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act, 1932; or
- ii) If the agent being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a Reviver or Manager on behalf of the Debenture Holders shall be appointed or circumstances shall have arisen which entitled the Court or Debenture Holders to appoint a Reviver or Manager; or
- iii) If the agent commits any breach of the terms and conditions of this agreement.

PROVIDED ALWAYS that such determination shall not prejudice any right of action or remedy, which shall have assumed or shall accrue thereafter to the Government

21. Subject as otherwise provided in this contract, all notices to be given and all other actions to be taken on behalf of the Govt. omissions may be given or taken on behalf of the Government by Asstt. Controller of Publications, Government of India, Department of Publication, Delhi or any officer for the time being entrusted with the functions, duties and powers of the said Asstt. Controller of Publications, Government of India, Department of Publication, Delhi.

22. The Asstt. Controller of Publications reserves the right to add or modify the terms herein referred to and such modification shall be binding on the agent provided that no such addition or modification shall be made before giving the agent one calendar month's notice. The period of notice and the agent shall render the necessary accounts to the Asstt. Controller and settle his accounts within the said period of notice.

23. The stamp duty, if any, on this document on the rates prevalent from time to time shall be payable by the Agent.

IN WITNESS WHEREOF _____ the agent above named has hereunto set his hand and Asstt. Controller of Publications for and on behalf and by order and direction of the President of India has hereunto set his hand the day and year first above written.

SIGNED BY; _____

- i) The agent above named;
- ii) All partners of a partnership concern whether registered or unregistered in the case of a Partnership firm;
- iii) and by a person having express authority in case of a limited company.

Date The:

IN THE PRESENCE OF:

WITNESS I _____

WITNESS II _____

Signed by Asstt. Controller of Publications, Delhi for and on behalf and by order and direction of the President of India in the presence of:

WITNESS I _____

WITNESS II _____

APPENDIX

Provisions of governing the supply of Government of India Publications to agents in India on 'Sale and Return' basis under clause 10 of the terms of agency.

1. The Asstt. Controller of Publications may at his discretion agree to supply publications which in his opinion are of publicity value, on 'S & R' basis. The Asstt. Controller of Publications will exercise his discretion as regards the number of copies to be supplied keeping in view the importance of the publication. The publications will be supplied F.O.R. destination when sent by train and post-free when sent by post.

2. The agents will be required to deposit with the Asstt. Controller of Publication a sum of Rs.200/-(Rupees Two Hundred Only) as Security Deposit for supplies made on 'S& R' basis. The amount will be non-interest bearing and will be refundable on termination of the agency after complete and satisfactory accounts of Publications supplied on 'S & R' basis have rendered by the agents and accepted by the Asstt. Controller of Publications. The amount of security deposit may be adjusted towards the cost of supplies in case the dealers fail to remit sale proceeds or render accounts.

3. The agents shall remit monthly to the Asstt. Controller of Publications sale proceeds of the publication less the amount of commission admissible to them by bank draft along with a list of publications sold.

4. The agents shall forward to the Asstt. Controller of Publications as soon as possible after the close of the financial year (but not later than the 30th April) the sale account for the year ending the 31st March in the attached form. Annexure to the Terms of Agency for the sale of Government of India Publications (Regular @ 25% discount).

Clause 9. Return of copies of the 'Import Policy' obtained locally or dispatched by post within first seven days of its release will not be accepted. Returns against the supplies obtained thereafter may however be accepted to a maximum of 25% within a period of 3 months of their supply or the last day of the month proceeding the month upto which the policy is valid, whichever is earlier.

The periodicals will not be accepted as return.

Return against supply of less than four copies will not be accepted.