

## Terms & Condition for the Supply of Foreign Print Journals & Newspapers

1. The suppliers after receiving the subscription order/s along with the list of journals and newspapers will pay in advance to the respective publishers' on behalf of the National Library and submit Invoice/bill with documentary proof along with i) Agreement Paper (Rs.50/-) ii) 15% bank guarantee / FDR. iii) Invoice iv) Publishers Price proof v) any nationalized bank conversion rate as on the date of remittance within fifteen (15) days from receiving the order (Bank Rate of any Private Bank will not be accepted). While submitting the proof of remittance, only publishers' acknowledgement of the payment towards the relevant subscription would be accepted. The National Library will verify the payments details from the publishers, if needed. The National Library will not entertain any other form of remittance proof i.e.; cheques, bank drafts etc except wire transfer details. Within Forty five (45) days of the order letter date, vendor/publishers will have to submit publisher's acknowledgement/confirmation. After receiving the acknowledgement/confirmation from the publisher along with subscription number, the National Library will release the payment through RTGS (Real Time Gross Settlement) in favour of the vendor. ***Note: In case the Supplier fails to submit the remittance proof and publisher acknowledgement within stipulated time an additional 85% Bank Guarantee/FDR will be required to be deposited to National Library. The 85% Bank Guarantee/FDR will be released immediately once the above documents are received.***

2. The supplier shall prepare invoice/s at current Preferably State bank of India or any other Nationalized Bank conversion rate on the date of remittance. The invoice must accompany price proof and the proof of bank conversion rate on the date of invoice. Payment will be released on receipt of only publisher's acknowledgement of the payment towards the relevant subscription. The National Library will not entertain any other form of remittance proof, i.e., photocopy of cheque, photocopy of bank draft except wire transfer paper etc.

3. The supplier shall ensure the delivery of each and every issue of journals as per enclosed list of the order. The Library will not accept any photocopy of any missing issue.

4. In the event of any dislocation of any copy of the newspapers or journals in transit or in the event of the agent failing to supply any such copy after its publication for any reason whatsoever, the supplier shall replace all such copies as may have been dislocated in transit, to the National Library without any extra charge on receipt of intimation on this behalf.

5. The National Library will not accept any credit note for non-receipt of any journal/newspaper. Instead, the agent would have to ensure to give Bank Draft to be drawn in favour of the Director General, National Library, Kolkata, Government of India for the same.

6. That the vendor/supplier will supply the issues of the journals/newspapers to the National Library through their Messenger/Registered Post.

7. The National Library has the right to cancel the order if the supplier does not submit the invoice along with required documents within the stipulated time mentioned in the subscription order and as such the National Library reserves the right to issue order to other suppliers for the same titles.

8. The National Library reserves the right to stop issuing order to any supplier from the following year if the performance of the firm is found unsatisfactory. In such cases the supplier must refund the paid amount due from the firm for missing/non-supplied issues of journals, if any, to the National Library.

9. a) Claims for missing issues shall be settled within 18 (eighteenth) months failing FDR/ Bank Guarantee will be forfeited. In case of non-settlement, by due date, the defaulter agency will be blacklisted and such agency will not be able to participate in any future enlistment.

b) In addition to, if the settlement is not within the above mentioned deadline and if the value of number of missing issues is more than 2% of the order value, the vendor shall have to pay extra 10% of the total amount of missing journals.

10. In certain cases, supplementary invoice/s may be raised:-  
i) for pro-rata amount for replacing the missing issue/s after settlement and  
ii) for increase in price of journals by the publisher/s later on, in such case, the supplier shall raise supplementary bill for the amount due from the subscriber with documentary evidences remitting the excess amount of the increased price to the publisher.

11. Claims for missing journals will be made within ninety (90) days of the publication of the issue. In case of delivery by the agent, the journal supply shall be reviewed every quarter between the agent and the subscriber.

12. Bank Guarantee / FDR will be with the Director General, National Library, Kolkata, Government of India till settlement of all issues.

13. In the event of any question, dispute or difference arising under or out or in connection with the construction, meaning, operation or effect thereafter of any matter contained therein or as to the rights, duties or liabilities of the parties hereto respectively however, in connection with these presents (except as to matters, the decision of which is herein before specially provided for) the same shall be referred to the sole arbitration of any person appointed by the Director General of the National Library, Kolkata and the decision of the arbitrator is final and binding upon both the parties.

The venue of the arbitration proceedings will be such place as the sole arbitrator may decide.

14. All disputes are subject to Kolkata Courts' jurisdiction only.

IN WITNESS WHEREOF the parties hereto have set their hands the day, month and the year first above written.

Signed by the above named  
Suppliers in the presence of

Full Signature of the Suppliers with  
stamp

(Name of the witness  
And his address)

Signature of the Authorised Officer,  
Subscription to the journals