**COMPANY PROFILE**

1. Name of Travel Agency :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Tour Operator Registered Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Complete address) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Year of inception of agency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Branch Offices 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Communication means 1.Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.Website:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Access to online reservation tie up with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. City/Area requested to represent as Marketing Agent

7. Recognized by / affiliated with 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Volume of business given to RTDC in past1-

9. Proposed volume of business to RT 1. 2016-2017 Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lacs

2. 2017-2018 Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lacs

NOTE: Copy of the certificates for claiming affiliation with SN. 7 be enclosed.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT FOR APPOINTING MARKETING AGENTS FOR**

**RTDC NETWORK**

This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Jaipur between Executive Director on behalf of Rajasthan Tourism Development Corporation Limited, a company incorporated under the Indian Companies Act 1956 having is registered office at Hotel Swagatam Campus, Near Railway Station Jaipur-6. Hereinafter called the RTDC and M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having is registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the second part (Hereinafter referred to as the Marketing Agent).

**Whereas** the Marketing Agent proposes to be engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and have requested for appointment as Marketing Agent for the booking of RTDC Hotels, Package Tours and other schemes of the RTDC in the city/area \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on commission basis.

**Whereas** RTDC the State Development Corporation of Rajasthan which manages inter aria, hotels and package tours is desirous of hiring certain parties as their Marketing Agents for hotel room booking, Package Tours and other schemes at certain places within and outside the country on commission basis and, therefore, have considered the proposal of the Marketing Agent.

Both the parties hereby agree as follows: -

1. **Period**: The term of appointment is for \_\_\_\_\_\_\_ years from the date of signing the agreement; renewal is subject to performance of the Marketing Agent at the sole description of RTDC.
2. **Use of RTDC** good will: The Marketing Agent can display on his letter heads, visiting cards, signage “(RTDC logo) Authorized Marketing Agent for RTDC Network” and also display the certificate issued by the RTDC.
3. **Commission**: The Marketing Agent will be eligible for following commission.

|  |  |  |
| --- | --- | --- |
| i) | Up to 2.00 lac | 15% (As usual only) |
| II) | Above2.00 lac and above | 20% (i.e. 5% more) |

**Complimentary rooms on pre group booking**: - Five rooms complimentary will be provided on booking of 100 rooms or more before 15th Sep. for the period from Oct. to Dec. and Ten complimentary rooms for a period from April to Sept. to travel agents. The facility will not be applicable at Hotel Castle Jhoomar Baori & hotel Vinayak, SawiMadhopur, Hotel Lake Palace Siliserh and Hotel Sam Dhani, Jaisalmer Agent can sale these complimentary rooms to any guest/ tourist.

Note: ***The additional commission is applicable only for those Marketing Agents who are working through Online by Login/Password allotted by RTDC.***

1. 15% commission will be credited in his online account after deduction of applicable tax (Income Tax) etc.
2. The additional commission will be given after review of the performance at the end of each financial year.
3. Additional commission is not admissible to the Travel Agent who is not the Marketing Agent of RTDC. They will get usual 15% commission only.
4. The Standard and additional commission is applicable only on the matured bookings and shall not be applicable on the cancelled bookings
5. **Compliments**: One tour leader will be complementary on 10 or more paid rooms.
6. **Booking Procedure**:
   1. Marketing Agent can book RTDC Hotels through online by his own office through his online account with RTDC. RTDC will provide login ID & Password to marketing Agent through credit/Debit card or net banking.
   2. The Marketing Agent will issue a voucher with guests name, dates of arrival / departure type of room etc. through online reservation slip generated by software.
7. **Cancellation by RTDC:** RTDC shall have the right to cancel any confirmed booking without any notice under extra ordinary circumstances and the Marketing Agent as well as guest will not have any right to claim damage or compensation, however, amount deposited will be refunded.
8. **Cancellation Charges**:

|  |  |
| --- | --- |
| **Period** | **Cancellation charge on Total Booking** |
| 30 Days prior to the arrival date | 10% |
| 29 days to 15 days prior to the arrival date | 25% |
| 14 days to 24hrs prior to arrival date | 50% |
| Within 24 hrs. prior to arrival date | 100% |

1. **Amendment**:-

One time amendment in booking date or room is permitted on payment of 10% of tariff and subject to availability of rooms.

1. Refund of amount: The Marketing Agent can cancel the booking online. The Cancellation charge will be calculated through online software and generate a slip. The credit will be given by H.O. as per cancellation voucher generated through software.
2. No commission will be payable to the Marketing Agent on cancelled bookings.
3. The amount of commission deducted by Marketing Agent will be refunded to the guest directly by the Marketing Agent.
4. **Maintenance of accounts**: The Marketing Agent shall maintain proper accounts in regard to their business with the RTDC and RTDC authorized officials can check them at any time.
5. **A Security deposit** **of Rs.** 10000 (Rupees Ten Thousand only) deposited through, preferably “cash / bank draft” (only nationalized bank) Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in favour of RTDC. Ltd. Jaipur, Which is refundable without interest on expiry / termination of the tenure to the Marketing Agent
6. Unpaid/disputed amount shall be receivable / recovered from the security deposit of the Marketing Agent.
7. Breach of any terms and conditions, would make this agreement liable to be terminated.
8. In case any loss or damage, whether direct or indirect is caused to RTDC due to any act/ conduct of the Marketing Agent in any manner, for which any liabilities arise on RTDC, unfair practices, fraud or any other manner whether civil or criminal nature defined under the Indian Panel Code or other applicable legislature, the Marketing Agent shall be solely responsible for the same and all losses as well consequential losses shall be indemnified by them to RTDC which will be recoverable by RTDC out of the security amount or from any other sources.
9. That in case of dispute arises in the matter of agreement; CMD RTDC will send the matter to sole arbitrator for decision. The decision of the sole arbitrator shall be binding on both the parties, the fees payable to the sole arbitrator shall be borne by both the parties equally.
10. The legal jurisdiction for any dispute will be only Jaipur City.
11. **Agreement to be signed on Rs. 500/- non-judicial stamp paper.**

I/We have read the terms and conditions of this agreement and shall abide with them.

Signature with name, Signature with name,

Designation and Official Designation and

Seal (Marketing Agent) Official seal (RTDC)

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_