

Rs. 5,000/-

## AGREEMENT

An agreement made and executed on the \_\_\_\_\_ 2014 between **M/s. Telangana State Tourism Development Corporation Limited** a company constituted under the provision of Company Act, 1956 having its registered office at 3-5-891, Tourism House, Himayatnagar, Hyderabad represented by its \_\_\_\_\_ (**Marketing**) of Marketing Division, **Sri** \_\_\_\_\_, S/o Sri. \_\_\_\_\_ aged about \_\_ **Years** R/o \_\_\_\_\_ **Hyderabad** which term shall mean and include successors and assigns of one part, herein after called **“Corporation”**.

## **A N D**

**M/s.** \_\_\_\_\_ having its office at # \_\_\_\_\_  
\_\_\_\_\_ represented by its Proprietor Sri. \_\_\_\_\_ **S/o Sri** \_\_\_\_\_ Aged about \_\_\_\_\_ **Years R/o** \_\_\_\_\_ which terms shall mean and include successors, legal representatives, assigns of the other part, herein after called **“Agent”**.

Whereas the Corporation invited applications for appointment of authorized ticket booking at \_\_\_\_\_ for booking of tickets to tourists traveling in the tours operated by the Corporation including chartered services, advance reservation in respect of accommodation in various hotels of the Corporation, for booking advance reservation ticket in boat services, Sound and Light Shows of the Corporation and any such new services which would come into operation at a future date, herein after referred to as **“All Services”**.

Whereas the agent has offered to act, as authorized ticket booking agent for the corporation and whereas the corporation accepted the offer.

**NOW THIS AGREEMENT WITNESSETH ON THE FOLLOWING TERMS AND CONDITIONS:**

1. The applicant has been appointed as Telangana State Tourism development Corporation Ltd's authorized ticket booking agent at \_\_\_\_\_ at **the address mentioned herein.**
2. This agreement is for a period of 3 (**Three**) years commencing from the date of execution of this agreement and renewable for a further period of one more year depending upon the performance of the agent and on such further terms and conditions mutually agreed.
3. The agent has deposited an amount of **Rs.5,000/- vide (1) M.R.No. \_\_\_\_\_ dt:\_\_\_\_\_ Rs.\_\_\_\_\_/-(Rs.\_\_\_\_\_ Only)** towards Security Deposit, which does not carry any interest. This Security Deposit is refundable after the expiry of the agreement after deducting any amount due from the agent to the Corporation. For generating PNRs, requisite amount to be topped-up for operating and generating PNRs.
4. The agent will be paid with the following commission structure:

S.No.	Revenue	Quantum of commission payable on Transportation	Quantum of commission payable on Accommodation	Remarks
1.	<b>Transportation</b>	<b>10%</b>	-	-
2.	<b>Accommodation slab(On turnover for the financial year i.e., 1<sup>st</sup> April to 31<sup>st</sup> March):-</b> <b>a. Rs.1.00 lakh to 5.00 Lakhs</b> <b>b. Rs.5.00 Lakhs to 7.50 Lakhs</b> <b>c. Rs.7.50 Lakhs and above</b>	-	<b>15%</b>  <b>20%</b>  <b>30%</b>	<b>On basic room tariff</b>

5. On all other facilities, such as boating, Sound and Light show, Conference/Banquet Halls, 10% fixed slab of commission structure would be entertained and no commission would be allowed on catering as a policy.

6. **The performance of the agent will be reviewed once in every six months and the agent agrees to generate a minimum business of Rs.2,00,000/- (Rupees Two Lakhs only) per annum for TSTDC, failing which the agency will be terminated without any correspondence.**
7. The agent agrees to book TSTDC facilities in advance for all services operated by corporation as per the working instructions issued by the corporation from time to time such as supply of tickets, method and manner of booking tickets and remittance of ticket amount to the corporation etc.
8. The Agent shall do the confirmation of bookings for the facilities of TSTDC only through concerned CROs and Units only from where the MR books are issued.
9. The Agent shall compulsory be in possession of PAN card.
10. The agent is authorized to take up telephone reservation and home delivery of such ticket for which an additional amount of **Rs.10/- (Rupees Ten Only)** per ticket can be collected from the tourists (but not per seat sold).
11. It is agreed between the parties that no commission shall be payable on services cancelled and commission already paid shall be deducted for the services cancelled from the eligible commission of that day and no additional commission shall be paid on tickets advanced or postponed.
12. It is agreed between the parties that if any tourist, who reserves TSTDC facility in advance and subsequently cancels, is entitled to get refund of eligible amount as per the rules in force which are separately notified and agent shall refund the eligible amount to the tourist and must make a claim to the corporation for reimbursement.
13. The agent shall remit the sale proceeds of the tickets sold on a day before **13.00 hours** on the succeeding day at the cash counter of the Unit Office of

the Corporation after collecting the money and giving money receipt of the agent to the Customer.

14. The agent shall also produce and furnish permanent residential address of communicating any official correspondence.
15. It is agreed between the parties that the Corporation is at liberty to appoint more number, of agents either in the same area where this agent has been carrying on this activity or any other area for purpose of promoting tourism business.
16. The agent **shall not sublet or appoint sub-agent** for carrying out this activity and the agent alone shall have to attend this work with his own employees or representative appointed by him.
17. The agent agrees to carry out the business as authorized agent of TSTDC Ltd from the place as mentioned in the agreement based on the application submitted by the agent and the verification submitted by the authorized person of TSTDC Ltd.
18. The agent agrees to install/provide all necessary equipments for selling TSTDC facilities at his own cost.
19. The agent shall display his board or signage's as prescribed hereunder. The corporation will be at liberty to terminate the agency / forfeiture of deposit amount / legal action against the agent, if the agent displays the board or signage's in any other format other than the one as prescribed below:

**“M/s. \_\_\_\_\_”**

**‘Authorized Agent of Telangana State Tourism Development Corporation Limited’ (TSTDC Ltd)’.**

- 20 The agent however is permitted to use the logo of TSTDC on his display board and any other publicity material related to promote the facilities of TSTDC.

- 21 The Corporation will issue a certificate to the agent with validity of agreement dates, which shall be prominently / visibly displayed at the address mentioned in the agreement from where the agent shall carryout his/her business.
- 22 The agent shall comply with all local laws in carrying on the business and the agent shall pay all the taxes or other amounts payable to any local authority for carrying on the business of tickets to tourists.
- 23 The agent shall collect fares and reservation tariff as prescribed by the corporation from time to time.
- 24 The agent agrees not to collect reservation charges from the tourists who purchase in the current booking counter within 30 minutes before the scheduled departure of service but however, the agent is eligible to get commission on such tickets sold.
- 25 The agent shall issue through the ticket counter according to the boarding place though the same may not be within the area under the jurisdiction of the agent.
- 26 The agent shall maintain registers and books as prescribed by the corporation from time to time.
- 27 The corporation is at liberty to take action to forfeit the security deposit and terminate the contract if the agent commits breach of any of the conditions of this agreement for which the agent agrees.
- 28 If the agent or his representative or employees indulge in fraudulent practices such as black marketing of tickets, creating artificial scarcity, the Central Reservation Manager or the Divisional Manager, who is the issuing authority of the MR Book, may even confiscate the MR Book issued to the Agent, if the MR Book is found tampered, creating artificial scarcity, black marketing of tickets, or suspicious in nature and acts which are considered detrimental to the interests of Corporation.

- 29 The sum of **Rs. 1000/-** per month / per transaction would be levied by the corporation for delay of late remittance, besides imposing 3% interest per month on the gross sales for such late remittances.
- 30 The Agent shall produce the Money Receipt book issued to him as and when the inspection officials of TSTDC insist for the same.
- 31 The agent agrees to attach a recent passport signed by him at the time of execution of this agreement.
- 32 The agent shall not change the place of selling services of the corporation without the prior approval of the corporation.
- 33 The agent shall carry out the business for minimum period of six months before seeking termination of contract.
- 34 In the event of agent seeking premature termination within the stipulated period of six months the security deposit paid by the agent shall be forfeited.
- 35 This agreement is liable for termination on either side by issue of one-month notice to the other side, subject to the condition contained in clauses 26 & 27 of this agreement.
- 36 The agent agrees to promote the TSTDC business on his own and also act as Marketing and Advertising agent for which the cost shall be borne by the agent alone in connection with the measures for enhancing and optimizing the sale.
- 37 The General Manager (Marketing)/Manager(Mktg) or the Divisional Manager of the respective jurisdiction should approve the Publicity matter prepared by the agent before release of Advertisement through any method by agent.
- 38 The Agent or his representatives or employees shall immediately bring such loss/misplace of MR book issued by the Corporation to the notice of the concerned Station House Office(Police Station) and Unit Manager / CRM,

failing which criminal action will be initiated against the Agent as the case deems fit.

- 39 The corporation shall not indemnify and shall not be liable for any loss incurred by the agent, its customers, bankers, financial institutions, personnel engaged by the agent or any other person connected in the business of the agent.
- 40 The corporation is not responsible for operational failures, breakdowns, delays in the departure of services, cancellation of services etc.
- 41 The corporation is not liable for payment of any compensation in case of death or injury, simple or serious caused to any person engaged by the agent for booking of Corporation Services.
- 42 The agent is responsible for any irregularity or complaint on the inconvenience caused to the tourists /party which results in cancellation of agency in the wider interest of party for any malpractice not mentioned in this agreement.
- 43 The agent shall submit all returns/ statements to statutory auditors submitted to department's such as labour department, Provident Fund department, ESI etc. in respect of the employees working under him and it is made clear that the corporation is in no way responsible for any of the omission or commission of the agent and the agent alone is responsible for such acts.
- 44 The agent shall be supplied with all rules and regulations in vogue with regard to reservation/cancellation/preponement/postponement etc., and the agent shall follow them scrupulously.
- 45 The authorized agent has to indemnify the corporation for any legal action arising out of cancellation, altercation, accident etc.
- 46 It is agreed between the parties that the courts at Hyderabad alone shall have jurisdiction to try or entertain any suits, complaints, or any matter arising out of or touching or concerning this agreement.

## **INDEMNIFICATION:**

The agent hereby indemnifies corporation against any action proceedings, claims or demands of whatsoever nature and however made against the Corporation in respect of or relating to the business carried on by the agent.

## **FORCE MAJEURE:**

Force Majeure shall mean any act, event or circumstance which materially affects the performance and/or obligations of the parties under this Agreement but only to the extent that such Force Majeure events are not within the reasonable control of the parties and could not have been controlled / avoided inspite of best efforts. Force Majeure should be resolved within 30 days of the occurrence.

A party shall not be liable to the other party for any loss, injury, delay, damages or other casualty suffered or incurred due to Force Majeure, and any failure or delay by any party in performance of its obligations under this Agreement due to Force Majeure, shall not be considered as a breach of this Agreement.

## **DISPUTE RESOLUTION:**

In the event of disputes, best efforts shall be made to resolve them by mutual discussions. In case no solution is found within 30 days, then, the parties shall be free to take legal recourse for resolution of the dispute

## **TERM AND TERMINATION:**

This agreement shall come into effect on \_\_\_\_\_ and shall remain valid for a period of \_\_\_\_\_ year(s) there from, unless terminated earlier by either of the party in accordance with the provisions hereof.

In case of default / breach of the terms of this Agreement by either party, the non-defaulting party shall give a notice to the defaulting party to rectify such default / breach within Thirty (30) days from the date of receipt of such notice. If the defaulting party fails to remedy such default / breach, the non-defaulting shall have the option of granting further period of remedy the default / breach or may terminate the Agreement by giving notice of Fifteen (15) additional days.

Notwithstanding the above, either party can terminate this agreement by giving to the other party, a prior written notice of Thirty (30) days, without specifying any reason.

### **LAW AND JURISDICTION:**

This Agreement shall be subject to Laws of India and the Courts at Hyderabad shall have jurisdiction.

### **NOTICES**

All communication and notice given by the either party to the other in connection with rights and obligations of both parties under or pertaining to this agreement shall be sent by fax, Registered post or hand delivery and if given either by courier service, telegram, telephone, they shall be registered letter and addressed as follows.

**The General Manager (Marketing),  
Marketing Division,  
Telangana State Tourism Development Corporation Limited,  
H.No.6-3-870, 1<sup>st</sup> Floor, Balayogi Paryatak Bhavan,  
Green Lands, Begumpet, Hyderabad – 500 016  
Phone: 040 – 23412129; Telefax: 040 – 23412128**

### **RELATION SHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing or creating a relationship of master and servant, partnership principal and agent between parties hereto but this agreement is entered in to strictly on a principal-to-principal basis.

In witnesses above of the parties have to have signed the agreement **on the** day \_\_\_\_\_ day of \_\_\_\_\_ (month) and \_\_\_\_\_ (year ) first above written

### **Witnesses**

1.

**TSTDCL**

2.

**Authorized Agent**