

For General Sales Agent

This deed of Agreement is made on this _____ day of _____ 2012

BETWEEN

Odisha Tourism Development Corporation Limited. having its registered office at Panthanivas (Old Block) , Lewis Road , Bhubaneswar - 751014 , Odisha , India represented through its Manager Marketing (hereinafter referred to as the 1st Party which expression shall unless excluded by or repugnant to the subject or context include its successors in Office. representative and other assigns) of the one part

AND

M/s. _____,
Proprietor: _____ (hereinafter referred to as the 2nd Party which expression shall unless excluded by or repugnant to the subject or context include his legal heirs, successors, representatives and other assignees) of the other part.

WHEREAS the 1st Party, a Government of Odisha Undertaking runs a chain of hotels in the name and style of "PANTHANI VAS" throughout the State for providing accommodation, catering & transport facilities to the visiting tourists with a view to promoting tourism in the State.

AND WHEREAS the 1st Party is desirous to appoint Booking Agents for extending reservation facility to the tourists in its different Hotels and WHEREAS the 2nd Party having wide experience as Booking Agent in the tourism

& travel sector approaches the 1st Party to operate as its Booking Agent for aforesaid purpose to which the 1st Party agreed. Now therefore it is hereby and between the parties as follows:

That the 2nd Party shall operate as the Booking Agent of the 1st Party for its hotel units at different places in the State of Odisha. This agreement shall come into force w.e.f. _____ and remain in force for a period of two year, which may be renewed from time to time on mutual agreed terms & conditions at the option of the 1st Party.

That the 2nd Party shall deposit a sum of Rs.10,000/- (Rupees ten thousand) only as security deposit with the 1st Party which is refundable on termination of the agreement subject to the terms & Conditions mentioned herein after and accordingly the 2nd Party has already deposited the said sum of Rs.10,000/- (Rupees ten thousand) only with the 1st Party.

That the 2nd Party shall provide a minimum business of Rs.50,000/- (Rupees fifty thousand) only in a year. In case the 2nd Party fails to achieve the aforesaid minimum business in a year, his agency shall not be renewed for the subsequent year and security deposit shall be forfeited.

That on Group booking and Package Tours organized by the 2nd Party, one person shall be entitled for free accommodation, transport and food for every 14 persons.

That the 2nd party is entitled for the commission on the booking at the following rate.

(i)	Upto Rs.10 lakh	-	15%
(ii)	Above Rs.10 lakh	-	20%

That the 2nd Party after getting any enquiry for reservation shall get the booking confirmed directly from the Instant Reservation Counter of the 1st Party at OTDC Head Office or from the online reservation maintained by the 1st party. After receiving the confirmation, the 2nd Party can receive the total room rent, Hire charges/Package cost as the case may be in advance from the customer on proper Money Receipt. The 2nd Party shall raise a debit note against each such booking and send a copy thereof to the 1st Party and to the concerned customer, who shall present the same at the time of occupation of the room/use of vehicle etc. to the appropriate officer of the 1st Party. In case the 2nd Party books any room in any hotel unit or Package Tour etc. without prior confirmation from the 1st Party, then such booking shall be at his own risk and the 1st Party shall not be held responsible or liable for any inconvenience to the tourists accruing from such unconfirmed reservation by the 2nd Party.

That the 2nd Party may deduct the commission to which he is entitled from his booking amount kept in advance and send the balance to Head Office of 1st Party by way of bank draft and submit the account reconciliation statement to the 1st Party within first week of each succeeding month positively. However, in case of group booking, the advance amount must reach the 1st Party before the date of reservation.

That the rules followed by the 1st Party for cancellation of reservation in its Hotel & Transport Units shall strictly apply to the reservations made by the 2nd Party. The 2nd Party shall not be eligible and

entitled to get any commission in case the reservations made by him is cancelled for any reason whatsoever.

That the 2nd Party shall use his own Money Receipt for booking on behalf of the 1st Party. However, the 1st Party shall issue a Certificate in favour of the 2nd Party as the Authorized Booking Agent of the 1st Party, which is returnable on termination of this agreement.

That the 2nd Party shall obey and abide by all instructions and order issued in this behalf by the 1st Party and shall not indulge in any unfair trade practice prohibited in law to procure business. In case the 2nd Party indulges in any unfair trade practice and/or deficient in rendering service to the customers, he shall be solely responsible for such unfair trade practice and deficiency in service.

That in case of any dispute between the parties touching this AGREEMENT, the dispute shall be referred to the MANAGING DIRECTOR, O.T.D.C.LTD., whose decision shall be final and binding on the parties.

That the 1st Party reserves the right to cancel this AGREEMENT at any time without notice to the 2nd Party. Similarly in case the 2nd Party intends not to operate as the Booking Agent of the 1st Party, he can do so on giving one-month notice to the 1st Party.

That for the purpose of any dispute between the parties, the Civil Court at Bhubaneswar shall have the jurisdiction.

In witness whereof the parties hereto put their seal and signature on the date and year mentioned herein above.

In presence of witness

- 1.
- 2.

Signature & Seal of the 1st Party

Signature & Seal of the 2nd Party