

MEMORANDUM OF UNDERSTANDING FOR APPOINTING
GENERAL SALES AGENT
FOR PALACE ON WHEELS

This memorandum of understanding (MoU) is made on _____ at _____ between _____ on behalf of Rajasthan Tourism Development Corporation Limited, , having its registered office at Government Hostel Campus, M.I. Road, Jaipur (hereinafter referred to as **RTDC**)

Where as Mr./ Ms _____ is engaged in the business of _____ and have requested for appointment/ renewal as GENERAL SALES AGENT for the booking of tickets of Palace on Wheels. in the country specific _____ on commission basis.

WHEREAS RTDC is the State Tourism Development Corporation of Rajasthan which operates inter alia, the Palace on Wheels. train is also desirous of hiring certain parties as heir GENERAL SALES AGENT for the ticketing of the Palace on Wheels at certain places in and outside the country on commission basis and therefore have considered the proposal of M/s _____ for appointing as GENERAL SALES AGENT of Palace on Wheels.

Both the parties hereby agree as follows.,

1. (General Sales Agent)

The term General Sales Agent (**GSA**) to be used instead of **SPP**. In the international travel/ Tourism business the word **General Sales Agent** is used globally for such purposes & accordingly this terminology will be used in RTDC.

2. Other sources of bookings

Travel Agents, Tour Operators, Direct Marketing Agents from India and abroad or any organized agency / institution related to travel trade will also be eligible for booking

3. GSA – General Sales Agents

- a) 50% of the available capacity of the train but not more than 20 cabins in each tour will be booked by GSA on first come first come first served basis.
- b) For other source of booking:-
40% of the available capacity of the train but not more than 16 cabins in each tour will be booked by other source of booking on first come first served basis.
- c) 10% of the available capacity of the train, however after expiry of 60 days if 100% booking is not received then it will be open for Internet booking of (A)&(B)Category.
- d) RTDC reserves the right to change the ratio of seats allocation for Bookings to any of the category of source of booking as mentioned at S. No. 3 (a), (b)& (c) above. However, there will not be upward change at S. N. 3(a)

4. Period of the MoU:

- a) The MoU will be for a period of one (1) year from _____ and renewable after two year upto a maximum period of 2Years. It can be terminated, if any of the terms are not adhered to .
- b) GENERAL SALES AGENT is advised to submit the renewal papers of the MoU 45 days prior to the last date of the Mou. The MoU. Will expire automatically on the terminating date and the security deposit will be refunded by RTDC to the GENERAL SALES AGENT, if there is no outstanding.

5. Minimum and maximum fare:

- a) The GENERAL SALES AGENT shall not issue a ticket for less or more fare value than fixed by RTDC/ Railways for each tour itinerary of Palace on Wheels.
- b) The GENERAL SALES AGENT shall charge the ticket value of Palace on Wheels. in US\$ for the booking remit to RTDC in US\$ only.

General Sales Agent will have to send written request for bookings and for confirmation thereof as follows:-

- i. 20% of ticket value at the time of confirming the booking
- ii. Remaining 80% of ticket value 60 days prior to departure.
- iii. Tariff is subject to revision.
- iv. Service tax extra on tariff as applicable.

6. Booking Procedure:-

GSA's and other source of the booking will have to send their written requests for bookings

- i. 20% of ticket value at the time of booking.
- ii. Remaining 50% of ticket value, 60 days prior to departure.

7. Cancellation and forfeiture

a) In case of FITs

- i. 10% of ticket value 60days prior to departure.
- ii. 50% of ticket value between 30 to 59 days prior to departure.
- iii. 100% of ticket value between 30 days prior to departure

b) In case of Charters & Groups

- i. 50%of ticket value 60 days prior to departure.
- ii. 100% of ticket value 0-59 days prior to departure.

NOTE : A group of 15 paying persons will be called as group booking

8. COMMISSION ON BOOKINGS

A. For General Sales Agent

12% commission will be admissible to **General Sales Agent** on each booking which can be deducted at the time of booking. Incase of actuated bookings in a season by GSA exceeds 49 seats an additional commission of 2%on all the bookings in the season will be admissible at the end of season.

B. For other source of bookings

- i) 100% commission will be admissible to other sources of booking on each booking which can be deducted at the time of making final payment.

C. For Charter bookings:

- (i) Charter means booking of 41 cabins on a particular tour departure.
- (ii) In case of charter booking by **General Sales Agent** or any other source of booking 1% additional commission will be admissible at the end of the season.
- (iii) The charter can be booked on the existing Palace on Wheels. tour itinerary. However diversion (outside the Rajasthan State) in the approved itinerary may be permissible after prior approval of Indian Railways for which an extra payment of 20% of the charter value will be charged.
- (iv) Charter can be booked in advance during X-Max & New Year period subject to 100% advance deposit with additional 10% of the tariff at the time of booking during season 2008-09 only.

9. Procedure for confirmed Bookings:

- a) First priority will be given to the confirmed bookings for full 7 night's tour. In case of FIT, the guest details will have to be submitted at the time of booking. Whereas in case of group booking, the details of the travelers will have to be provided at least 60 days prior to the departure date. Any change in the details shall be treated as cancellation and would invite cancellation charges as applicable.
- b) No booking for part journey will be entertained.
- c) Once the names of the guests have been received, no substitution shall be permitted. The old name, if removed shall be treated as cancelled booking (Subject to cancellation charges as applicable) and the new name/s will be treated as fresh booking and will be confirmed keeping in view the waitlisted bookings.

10. Provisional Bookings:-

No Provisional booking for General Sales Agent. For direct individual booking with RTDC maximum 7 days will be provided and after expiry of this period it will be automatically released and will be available for fresh booking. All details of the passenger shall be mentioned in case of provisional booking.

11. On line Booking

As RTDC is going for on line booking shortly therefore we may delete the quota as the entire capacity of the train will be on internet reservation system and full payment shall be charged through credit card. Commission will be admissible on bookings through internet to the **General Sales Agent** & other agent's sources of bookings.

12. Status of Booking/ availability of seats

The booking/ availability status of seats will also be available on web page of the RTDC website.

13. No show/ En route Termination of Tour/ amendment:

- a) No show: in case of No Show/ non – arrival of the guest no Refund/ adjustment in future travel will be admissible.
- b) **En route termination of tour:** In case of termination of tour by the guest, no refund/ adjustment for future travel will be made.
- c) Amendment: No charges will be levied for amended dates of Palace on Wheels however amendment will be permitted once only subject no availability of seat to individual travelers in a emergency situation as well as subject to satisfaction of the management. This permission is not admissible in case of booking of charters & groups.

14. Complimentary Seats:

- i. In a group of 15 paid persons, one Complimentary seat shall be provided to the tour leader on twin sharing basis.
- ii. In case of a charter of 41 cabins, five complimentary seats shall be provided.

15. Annual performance Review:

The performance of General Sales Agent shall be reviewed on completion of each operational year Palace on Wheels. as per the bookings given. In cases of unsatisfactory performance RTDC shall be at liberty to terminate this MoU.

16. Information on Internet:

- a) The General Sales Agent shall have to display the official website of RTDC www.rtdc.in and email ID: delhi@rtdc.in on his website for advising the guests to visit the official website of Palace on Wheels for facilities/ tariff/ terms and conditions and will take confirmation from the guest that guest has given his consent of the facilities provided on train for proposed travel on Palace on Wheels.
- b) The General Sales Agent has to display the official tariff for Royal Rajasthan on Wheels. for season and off season along with the terms and conditions of booking and cancellation of Palace on Wheels. tour. No other tariff (higher/ lower) with modification in payment terms and conditions will be displayed by the general Sales Agent on his website regarding Palace on Wheels. This will be applicable for4 internet and print media by the General Sales Agent. Violation of this term shall make the **General Sales Agent** MoU liable for termination.

17. Representation:

The second part may represent himself as the General Sales Agent for the Palace on Wheels. for advertising, telephone listing etc.

18. Security:

General Sales Agent shall deposit with RTDC US\$ 10,000 (USD) or equivalent in Indian rupee which would be refunded in Indian rupee at the US\$: Indian Rupees Exchange value at the time of deposit of the security amount i. e. Rs. _____ (Rupees _____) or adjusted on the termination of the contract as the case may be without interest.

19. Right of alteration of terms & conditions:

The Corporation shall have the right to alter or amend the terms and conditions as might be conducive to the requirement and interest of the RTDC.

20. Copyright:

- a) Any misuse of the Palace on Wheels. information will cause breach of MoU and shall attract penal action.
- b) In event of any complaint regarding over charging on the declared tariff of Palace on Wheels by General Sales Agents RTDC will be at liberty to disqualify the General Sales Agent from transacting business under this MoU.

21. Force Majeure:

In case any loss or damage, whether direct or indirect, is caused to RTDC due to any act/ conduct of the General Sales Agent in any manner, for which any liabilities arises on RTDC, unfair practices, fraud or in any other manner whether civil or criminal nature defined under the Indian Panel code or other applicable legislation the General Sales Agent shall be solely responsible for the same and all losses as well as consequential losses shall be indemnified by the RTDC be recoverable from General Sales Agent out of the security amount also.

22. Arbitration and jurisdiction or Court:

In case of any dispute arising in respect of or in pursuance of the terms and conditions mentioned herein above or of the interpretation of this MoU. The same shall be referred to the decision of sole Arbitrator to be appointed by Managing Director, RTDC and the decision of the Arbitrator shall be final and binding on both parties. The provisions of arbitration and conciliation Act 1996 will be applicable.

In case the decision is referred to the court the same shall be subject to Jaipur (India) Jurisdiction only.

Signed by the respective parties on the day and date written above

For M/s.

For Rajasthan Tourism
Development Corporation Ltd.

Witness:

Witness:

- 1. _____
- 2. _____

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- 2. _____