



**MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD.,**  
(A Govt.of Maharashtra undertaking)

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**^C.D.O. Hutments, Opp.L.I.C.(Yogakshema) Building, Madam Cama Road,  
MUMBAI – 400 020.**

**Tel.Nos.022-2284 5678 / 2204 4040, FAX : 022-2202 4521, 2285 2182**

**1. Appointment of TRAVEL AGENTS / TOUR OPERATOR**

The Applications in prescribed format are invited from the Travel Agents / Tour Operators for appointing as MTDC Agent for accepting booking of MTDC's Resorts, Hotels and Package tours.

The interested Travels Agents / Tour Operator may download Application format with standard format of Agreement containing the terms and conditions Application form is not transferable.

1. No responsibility is accepted for postal delay/lapses.
2. Application fees of Rs. 113/- by way of DD in favour of MTDC Ltd. Payble at Mumbai
3. Demand Draft of Rs.25,000/- drawn on \_\_\_\_\_ Bank (Nationalized Bank) and payable in favour of M.T.D.C. Ltd., at Mumbai towards Security Deposit. (The agents from Vidharba Region will enclosed the demand draft of Rs.10,000/- only.)
4. Applications without Security Deposit and Agreement duly completed and signed on stamp paper of Rs.100/- will be rejected.
5. Applications which are not responsive to the requirements will be liable for rejection.
6. The Competent Authority reserves the right to reject any or all applications without assigning any reason whatsoever.
7. All corrections and additions should be initialed.
8. In the event of the Application being submitted by a Firm, it must be signed by each Partner thereof.
9. The right is reserved to revise or amend the Application format, Rules and terms and conditions of the agreement format fully or in part, and deviations/amendments if any shall be communicated in the form of Corrigendum or by letter as may be considered suitable.

10. Applications which do not fulfill all or any of the conditions or incomplete in any respect are liable for rejection.
11. MTDC reserves the right to select / appoint only required number of Agents.

Managing Director  
M.T.D.C. Ltd., Mumbai



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E-mail : info@maharashtratourism.gov.in

Website : www.maharashtratourism.gov.in

**AGREEMENT FOR SALES AGENT**

This agreement is made on \_\_\_\_\_ at \_\_\_\_\_ between the Maharashtra Tourism Development Corporation Ltd., having its registered office at C.D.O. Hutments, Opp.L.I.C.(Yogakshema) Building, Madam Cama Road, MUMBAI – 400 020 on the first part (hereinafter referred to as MTDC) and M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ on the second part (hereinafter referred to as the AGENT).

Whereas the agent is Tour Operator / Travel Agent having requested for appointment as sales agents for the booking of MTDC Resorts, Package Tours. etc. in the State of Maharashtra on commission basis.

Whereas MTDC, a Govt. of Maharashtra undertaking which manages Resorts, Hotels and organizes package tours is also desirous of engaging sales agents for booking its Resorts, therefore, having considered the proposal of the agent.

Both the parties hereby agree as follows:

1. Period : The term of appointment is for \_\_\_\_\_ years from the date of execution of the agreement, which is renewable at the option of the MTDC on revised terms and conditions as acceptable to the MTDC subject to the satisfactory performance of the agent, during the agreement period.
2. Use of MTDC good will : The agent can display on their letter head, visiting card, “MTDC’s authorized sales agent for MTDC network” and also display the certificate issued by MTDC.
3. Promotion : The agent shall promote various tourism destinations of Maharashtra and package tours if any organized by the MTDC from time to time.
4. Commission : A) The agent will be eligible for commission on accommodation charges on the booking of Resorts, Hotels as details below:

Sr. No.	Yearly Booking Amount	Percentage of Commission
1	Upto Rs. 1,50,000/-	10%
2	Rs. 1,50,001/- to Rs. 3,00,000/-	12.5%
3	Rs. 3,00,001/- to Rs. 4,50,000/-	15%
4	4,50,001 and above	17.5%

- B) Payment of commission: Initially, agent will be paid 10% commission on the revenue generated through the reservations of Resorts & Hotels. At the end of the financial year (i.e. April to March), total business will be considered for the computation of percentage of commission as mentioned in the column 4-A and accordingly the payment of commission will be drawn in favour of the agent. (Clause 4-A will be effective from 1<sup>st</sup> April 2012)

Yearly booking amount means the revenue generated by the agent within 365 days from 1st April to 31st March.

- C) Commission on booking of package Tours : The agent will be eligible for 10% commission on the revenue generated through the bookings of MTDC's package; tours, however, such revenue will not be considered for the computation of percentage of commission stipulated in the term number 4-A above. Thus, business generated through the reservation of package tours will attract only 10% commission.

5. Minimum Business : The agent is expected to give a minimum business of atleast Rs. 1,50,000/- in a year.

6. Booking Procedure :

- a) Booking can be made by the agent directly on MTDC Website i.e. [www.maharashtratourism.gov.in](http://www.maharashtratourism.gov.in) or also with the Central Reservation Division MTDC, CDO Hutments, Madam Cama Road Mumbai-400020. For purpose of online booking the agent will be provided with an user ID and Password. The Password has to be changed by the agent in his accordance for use.
- b) After booking is done the agent has to issue booking receipt to the Tourist/Customer, no extra charges or any kind of service charges be levied on the Tourist/Customer for the same.
- c) As per the government norms, agent will have to pay applicable TDS & Surcharge on the commission amount. TDS Certificate will be issued to the agent accordingly.
- d) The agent will issue Reservation Pass cum receipt to the Tourist name, date of arrival/departure, type of room etc. first copy will be of Resort Manager Copy, second copy will be Customer Copy and third copy will be book copy. The Resort Manager copy should be sent to the respective Resort Manager by Post/Fax etc. for an advance intimation.

7. On receipt of request from tourist the agent shall cancel the booking done after following cancellation rules and refund the amount to the tourist. No any service charges are to be recover from the tourist on the above transactions.
8. Cancellation by MTDC : MTDC shall have the right to cancel and confirm booking without notice under extra-ordinary circumstances and the agent will not have any right to claim damage of compensation. However, the advance collected on account of the booking will be refunded.
9. Cancellation Charges : The sales agents would have to pay the applicable cancellation charges to the MTDC as per the rules of the Corporation are as below:
 

a) 7 days before the check-in date and time.	.....	10%
b) Within 7 days but before 72 hrs. of check-in date and time	.....	25%
c) Within 72 hrs. of check-in date or No show	.....	100%
10. Amendments : Changes in the date of the booking for Resort / Hotel would be subject to availability. However, cancellation charges as above would be levied.
11. Refund of amount : The agent shall cancel the booking with written intimation to the Dy.General Manager / Sr. Commercial Manager, Manager, Reservation Division. Subsequently, the refund can be claimed by sending original voucher issued to the tourists as per Clause 6(c) herein above alongwith the details of cancellation.
12. No commission will be payable to the agent on cancelled bookings.
13. The amount commission deducted by the agent will be refunded to the guest directly by the agent.
14. Maintenance of Accounts : The agent shall maintain proper account with regard to their business with MTDC and MTDC authorized officers can check them at any time.
15. A security deposit of Rs. 25,000/- (Rs. Twenty Five Thousand Only) has been deposited through, preferably by Cash / Bank Draft No. \_\_\_\_\_, dated \_\_\_\_\_ of \_\_\_\_\_ in favour of Maharashtra Tourism Development Corporation Ltd. Out of Rs.25000/- MTDC will allocate Rs. 15,000/-, to the agent's running account(Thresh Hold Limit Account) so that the agent can make the booking immediately. To update his credit balance the agent needs to make deposit with MTDC a lumpsum amount so that he can make the booking without any disturbance.  
The balance in Security Deposit account may be refunded without interest on expiry /termination of the tenure as MTDC agent, after deducting any dues receivable by the MTDC.
- 15-A. The agent from the Vidarbha Region will have to pay a security deposit of Rs.10,000/- (Rs. Ten Thousand Only) preferably by Cash / Bank Draft No. \_\_\_\_\_, dtd. \_\_\_\_\_ of \_\_\_\_\_ in favour of MTDC Ltd., The amount may be refunded without interest on

expiry / termination of the tenure as MTDC agent, after deducting any dues receivable by MTDC.

16. Unpaid / disputed amount shall be receivable / recovered from the security deposit of the agent.
17. The parties to the agreement shall be at liberty to terminate the agreement at any time by giving one month's notice in writing to the other party without assigning any reason whatsoever.
18. That obtaining all necessary permissions, licenses, registration from the appropriate authorities to run the Booking Agency shall be the sole responsibility of the Agent and MTDC shall in no way be responsible for any acts of commission or omission whatsoever pertaining to the operation of the agency.
19. Taxes, if any, levied by the Govt. at any period of time during the period of Agreement, shall be borne and payable by the Agent.
20. That the Booking Agent shall abide by the directions of the MTDC and follows the rules that may be decided by the Government from time to time.
21. That all expenses of running establishment, maintaining accounts, all outgoing taxes, licenses, terms fees, etc., shall be borne by the Booking Agent and MTDC shall be no way be liable for the same.
22. That the Booking Agent shall not create sub-contract or any third party in any manner whatsoever.
23. That all cost and charges including stamp duty registration charges, if any, shall be born and paid by the Booking Agent.
24. Breach of any terms and conditions, would make this agreement liable to be terminated.
25. If any dispute arises in respect of interpretation of any clause of the agreement the decision of the Managing Director, MTDC shall be final and he shall be the sole Arbitrator.
26. The legal jurisdiction for any dispute will be at Mumbai.
27. In case of any amendment in terms & conditions in future, MTDC will inform you accordingly and you will have a option of continue or discontinue the said contract.

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

**Signature with name, Designation  
& official seal, MTDC Ltd.**

**Signature with name, Designation  
& Official seal (Agent).**

**Place : Mumbai**

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

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To,  
The Manager Director,  
M.T.D.C.,  
C.D.O. Hutments,  
Opp.L.I.C.(Yogakshema) Building,  
Madam Cama Road,  
MUMBAI – 400 020.

**Subject : Request for appointment of Booking Agent.**

Sir,

I/We, have read the terms and conditions prescribed for appointment of Booking Agent of the MTDC for accepting booking of Resorts, Hotels and tours conducted by the MTDC carefully and understood before submitting this application and I/We agree to abide by Rules and terms and conditions contained in the agreement format.

The required information relating to my/our Establishment is furnished as below :

1. Name and address :
  
2. The Constitution : Whether
  - a) Proprietary :
  - b) Partnership :
  - c) Pvt. Ltd. Company or :
  - d) Public Ltd., Company :
  - e) Any other : Pl. Specify :
  
3. Experience of Establishment in
  - a) Running Tour Operator/Travel Agency/  
Booking Agency.
  
  - b) Managing any other tourism facility  
(give details/locations, etc.)
  
  - c) Managing any other business  
(give details)
  
  - d) Sales Tax Registration No. \_\_\_\_\_ w.e.f. \_\_\_\_\_.

The details of my/our Establishment in terms of capacity, turnover, profit etc. are as below :

Sr. No.	Nature of Business	Grade	No. of Units	No. of Employees	Turnover	Net Profit
1.	Travel Agent/Tour Operator					
2.	Any other Business					

As required, the following documents are enclosed.

- a) Demand Draft of Rs.25,000/- drawn on \_\_\_\_\_ Bank (Nationalized Bank) and payable in favour of M.T.D.C. Ltd., at Mumbai towards Security Deposit. (The agents from Vidharba Region will enclosed the demand draft of Rs.10,000.00 only.)
- b) Audited Profit & Loss Account and Balance Sheets of my/our Establishment for the last three years.
- c) No Default Certificate from my/our Bank/Financial Institution, along with Solvency Certificate.'
- d) Latest copy of assessment order of income-tax and of wealth-tax, if any.
- e) Agreement duly completed in all respects, typed duly initialed on each page and signed on stamp paper of Rs.100/- (Original and two Xerox copies)
- f) Forwarding letter on Company's letterhead.
- g) Xerox of the Pan Card.
- h) Shop Registration Certificate.
- i) Photographs of the Shop.

Thanking you,

Yours faithfully,

(Signature)  
Signature of Applicant with name and  
Designation where Applicable.

Place :

Date :

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