1. NOTICE TO TRAVEL AGENTS / TOUR OPERATORS

Applications in prescribed format are invited from Travel agents / Tour operators for appointment as MTDC Agents for accepting booking of MTDC’s Resorts, Hotels, Wedding destinations, Kalagram Aurangabad, Package tours, etc.

The interested Travels agents / Tour operators may download application format of agreement containing the terms and conditions as below.

1. Application form is not transferable.

2. No responsibility is accepted for postal delay/lapses.

3. Demand Draft of Rs. 10,000/- drawn on ___________________________ Bank (Nationalized Bank) and payable in favour of Maharashtra Tourism Development Corporation Ltd., Mumbai towards Security Deposit. Applications without Security Deposit and Agreement not duly completed and signed on stamp paper of Rs.600/- will be rejected.

4. Applications which are not responsive to the requirements will be liable for rejection.

5. The competent authority reserves the right to reject any or all applications without assigning any reason whatsoever.

6. All corrections and additions should be initialed.

7. In the event of the application being submitted by a firm, it must be signed by each Partner thereof.

8. 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.
9. Application which do not fulfill all or any of the conditions or incomplete in any respect are liable for rejection.

10. MTDC reserves the right to select / appoint only required number of Agents.

11. The decision of the Managing Director / Jt. Managing Director or his assignees will be final and binding.

Managing Director
M.T.D.C. Ltd., Mumbai
AGREEMENT FOR APPROVED RESERVATION 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. LIC (Yogakshema) Building, Madame 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 approved Reservation sales agents for the booking of MTDC Resorts, Package Tours, Wedding destinations, kalagram Aurangabad, etc. in the State of Maharashtra on commission basis.

Whereas MTDC, a Govt. of Maharashtra undertaking which manages Resorts, Hotels, etc. 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 5 years from the date of execution of this 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 goodwill:** The agent can display on their letter head, visiting card, “MTDC’s authorized Reservation Sales Agents for MTDC network” and display the certificate issued by MTDC.

3. **Promotion:** The agent shall promote various tourism destinations through tourist resort / hotels of MTDC in 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 MTDC Resorts/Hotels as details below:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Yearly Booking Amount</th>
<th>Percentage of Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upto Rs.1,50,000/-</td>
<td>10%</td>
</tr>
<tr>
<td>2.</td>
<td>Rs. 1,50,001/- to Rs.3,00,000/-</td>
<td>12.5%</td>
</tr>
<tr>
<td>3.</td>
<td>Rs. 3,00,001/- to Rs. 4,50,000/-</td>
<td>15%</td>
</tr>
<tr>
<td>4.</td>
<td>Rs. 4,50,001 and above</td>
<td>17.5%</td>
</tr>
</tbody>
</table>
Yearly booking amount means the revenue generated by the agent within Financial Year from 1st April to 31st March.

B) **Payment of commission**: Initially, agent will be paid 10% commission on the revenue generated through the reservation of Resort & 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. Yearly booking amount means the revenue generated by the agent within Financial Year from 1st April to 31st March.

C) **Commission on booking of package Tours and other product**: 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. (Additional Commission is not payable on booking of Tarkarli House Boat and Bamboo House)

5. **Minimum Business**: The agent is expected to give a minimum business of at least Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) 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, Madame Cama Road, Mumbai-400 020. For the purpose of online booking the agent will be provided with a 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 Resort Reservation Booking voucher and payment receipt to the tourist name, date of Check in/ Checkout, type of room etc.

7. **Cancellation by Travel Agent**: On Receipt of issued Resort Reservation Booking voucher and payment Receipt 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 recovered from the tourist on the above transaction.

8. **Cancellation by MTDC**: MTDC shall have the right to cancel and confirm bookings without notice under extra-ordinary circumstances and the agent
will not have right to claim damage of compensation. However, the advance collected on account of the booking will be refunded.

9. **Cancellation Rules and Charges:** The sales agents would have to pay the applicable cancellation charges to the MTDC as per the rules of the Corporation as follows:

   a) If you cancel within 0-3 days prior to the arrival date you will be charged 100% of your booking amount as the cancellation charge.

   b) If you cancel within 4-7 days prior to the arrival date you will be charged 25% of your booking amount as the cancellation charge.

   c) If you cancel more than 8 days prior to the arrival date you will be charged 10% of your booking amount as the cancellation charge.

10. **Amendments Rules and Charges:**
   1) Amendment not permitted 0-3 Days prior to the arrival date.

   2) For the First amendment, a charge of 10% of the booking amount is levied as amendment charges

   3) For the Second amendment, a charge of 25% of the booking amount is levied as amendment charges

   4) Any subsequent amendment, a charge of 100% of the booking amount is levied as amendment charges.

11. **Refund of Amount:** In case of special case refund, the agent shall cancel the booking with written intimation to the Dy. General Manager/ Manager/ officer, Reservation Division. Subsequently, the refund can be claimed by sending original Resort Reservation Booking voucher and payment Receipt issued to the tourist as per clause herein above along with 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 accounts with regard to their business with MTDC and MTDC authorized officers can check them at any time.

15. A security deposit of Rs. 10,000/- (Rupees Ten Thousand Only) has been deposited through, by Cash / Bank Draft No.________________, dated ______________of_____________ in favour of Maharashtra Tourism Development Corporation Ltd., Mumbai.

   To update his credit balance the agent needs to make deposit with MTDC a lump sum amount by mode of Demand Draft/ Cash so that he can make the booking without any disturbance or travel agent can book by Credit/Debit card of tourist or himself.
The balance in Security Deposit account may be refunded without interest on expiry / termination of the tenure as MTDC Reservation Sales Agent, after deducting any dues receivable by the 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 borne 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 / Jt. Managing Director shall be final and he shall be the sole Arbitrator.

26. The legal jurisdiction for any dispute will be at Mumbai.

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 – 400 020
Date: ______________________
To,
The Managing Director,
M.T.D.C. Ltd.,
C.D.O. Hutments,
Opp. L.I.C. (Yogakshema) Building,
Madame Cama Road, Nariman Point,
Mumbai – 400 020

Sub: Request for appointment of Booking Agent.

Sir,

I/We have read the terms and conditions prescribed for appointment of Reservation Sales Agent / Booking Agent of the MTDC for accepting booking of MTDC’s Resorts, Hotels, wedding destinations, Kalagram Aurangabad tours etc 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. Land line Telephone with STD Code :

3. Mobile Number :

4. Email Id :

5. Website :

6. 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 Operation/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:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nature of Business</th>
<th>Grade</th>
<th>No. of Units</th>
<th>No. of Employees</th>
<th>Turnover</th>
<th>Net Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Travel Agent/Tour Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Any other Business</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

   As required, the following documents are enclosed.
   a) Demand Draft of Rs.10,000/- drawn on __________________________ Bank
      (Nationalized Bank) and payable in favour of Maharashtra Tourism
      Development Corporation Ltd., Mumbai towards Security Deposit, after approval
      of management decision.
   b) No Default Certificate from my/our Bank/Financial Institution.
   c) Agreement duly completed in all respects, typed duly initialed on each page
      and signed on stamp paper of Rs.600/- duly notarised from Public Notary.
   d) Forwarding letter on Company's letterhead.
   e) Xerox of the Pan card.
   f) Shop Registration Certificate
   g) Photographs of the Shop.
   h) Aadhar Card (if available)

   Thanking you,
   Yours faithfully,

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

   Place:
   Date: