

Agreement / Terms and Condition

This Agreement / Terms and Condition made on _____ day of _____, 2018 by Forest Development Corporation of Maharashtra Limited, (herein after referred to as “**FDCM**”), a company incorporated under the provision of Companies Act, 1956 and having its registered office at “**FDCM BHAVAN**”, 359/B, Hingna Road, Ambazari, Nagpur-440036 acting through its **Managing Director Dr. N Rambabu** and includes their successors, executors and administrator, etc and assign of **ONE PART**

And

M/s. _____ having its registered office at _____ (herein after referred to as the “**AGENT**”) acting through its _____ Shri. _____ and includes their successors, executors, administrator, etc and assign of the **SECOND PART**

Whereas the agent is Tour Operator / Travel Agent having requested for appointment as AGENT for booking of FRH Suites, Cottages, Tent & Dormitories in FDCM Ecotourism complexes (herein after referred to as the “**Ecotourism Complexes**”) and Tours Package etc. in the State of Maharashtra on commission basis.

Whereas FDCM, a Government of Maharashtra Undertaking which manages Ecotourism Complexes and also desirous of engaging Agent for booking at its Ecotourism Complexes and organise tour packages.

Both the parties hereby agree as follows:

1. **Period:** The term of appointment of Agent is for two years from the date of execution of the agreement, which is renewable at the option of the FDCM on revised terms and conditions as acceptable to the FDCM subject to the satisfactory performance of the agent, during the agreement period.
2. **Promotion:** The agent shall promote/book various ecotourism complexes & organise tour packages for Ecotourism Complexes of FDCM in the State of Maharashtra for promoting Ecotourism.
3. **Commission:**
 - a) The agent will be eligible for commission as detailed below on the booking of all Ecotourism Complexes of FDCM :

Sr. No.	Booking Amount (Excluding of Taxes)	Percentage of Commission on booking amount
1	Above Rs. 25,000/-	10%

- b) **Payment of Commission:** Initially the agent will be paid 10% commission calculated on the monthly basis on revenue generated through the reservations of Ecotourism complexes throughout the year. The final settlement of percentage of commission

will be done at the end of the financial year (i.e. April to March) and remaining payment of commission will be made accordingly on the basis of percentage of commission within period of 06 months from the end of the financial year. Yearly booking amount means the revenue generated by the agent from the date of his appointment as agent till 31st March and subsequently from 1st April to 31st March of the relevant financial year.

Statutory Taxes will not be considered as revenue for the computation of percentage of commission stipulated in the term number 3-A above.

4. **Minimum Business:** The agent has to achieve minimum business of atleast Rs.25,000/-. If the agent is not able to achieve the minimum business, then this agreement will be terminated at the option of the Managing Director of FDCM. If the agreement is terminated due to non-achievement of the minimum business then agent will be responsible to bear any loss/expenditure caused to the FDCM.
5. **Booking Procedure:**
 - a) Booking can be made by the agent directly from the website of Mahaonline Ltd. i.e. www.fdcmecoresorts.in or www.mahaecotourism.gov.in. For the purpose of online booking the agent will be provided with an user ID and Password by FDCM. The Password has to be changed by the agent.
 - b) The agent will collect the online booking charge of Rs.50/- for FRH suite, cottage and Tent per transaction and Rs.10/- for per bed of dormitory from the Tourist/customer. The agent will have to remit the Online booking charges to Mahaonline Ltd and FDCM will not be liable to pay online booking charges under any circumstances
 - c) After booking of Ecotourism Complexes, the agent will issue Booking Receipt containing the Tourist name, number of tourist travelling, date of arrival/departure, type of room, amount charged, etc. and the first copy of the booking receipt will be given to Resort Manager, second copy will be Customer's Copy and third copy will be book copy. For advance intimation, the Resort Manager's copy should be sent immediately to the respective Resort Manager by Speed Post/Fax/Email/Courier as well as telephonic confirmation should also be made to him immediately.
 - d) Tax Deducted at Source (TDS) & other surcharges (any other taxes levied by the State Government and Central Government) will be deducted from the commission of the agent at the time of making any payment to the agent towards commission. Tax Deducted at Source (TDS) Certificate will be issued to the agent accordingly.
6. **Cancellation by Tourist/Customer:**
 - a) On receipt of cancellation request from tourist/customer, the agent shall cancel the booking after deducting the following cancellation charges and refund the rest of the amount to the tourist.

Tariff rate are exclusive of GST. Hence, following amount will be deducted on cancellation of online booking:

Period of cancellation	Amount Deduction*	Mahaonline Ltd. Charges
7 days prior check-in-date and time	10% + GST	As per type of accommodation*
Within 7 days but before 72 hours of check-in-date and time	25% + GST	
Within 72 hours of check-in-date and time or No Show	100% + GST	

*Online booking charges of Rs. 50/- for FRH suite, cottage and dormitory are to be recovered from the tourist on the cancellation of Ecotourism Complexes.

- b) The agent shall deposit/remit the cancellation charges deducted from the booking amount to the FDCM within 3 days of the cancellation.
7. **Cancellation by FDCM:** FDCM shall have the right to cancel the confirmed booking with notice under extra-ordinary unforeseen circumstances, natural disasters and the agent will not have any right to claim damage or compensation for such cancellation. However, the advance collected on account of the booking will be refunded by the agent/FDCM as the case may be. On such cancellation, agent will not be liable to get any commission on this.
 8. **Changes in the booking dates:** Request for the changes in the dates of the booking shall be considered only when made prior to 07 (Seven) days before the check-in date. Changes in the date of the booking for Ecotourism complexes would be subject to availability of Ecotourism Complexes. However, in the event of non-availability of the Ecotourism Complexes, cancellation charges as per clause 6.a) will be levied on the tourist/customer. In case of the non availability of FRH Suite, Cottage, Tent & Dormitory, FDCM will not be liable to refund any amount to the Agent or tourist/Customer.
 9. **Refund of amount:** The agent shall cancel the booking with prior written intimation to the concerned Resort Manager. Subsequently, the refund can be claimed by booking tourist sending original voucher issued to the tourist as per Clause 6 herein above along with the details of cancellation and Agent is duty bound to refund the applicable amount within 5 days.
 10. No commission will be payable to the agent on cancelled bookings.
 11. **Maintenance of Accounts:** The agent shall maintain proper accounts with regard to their business with FDCM and FDCM can authorise its accounts officers to check them at any time.
 12. The agent are required to furnish a security deposit of Rs. 10,000/- (Rs. Ten Thousand Only) and has to be deposited through Cash/D.D./ Bank Draft No. _____ dated _____ of branch _____ issued in favour of Forest Development

Corporation of Maharashtra Limited. The agent shall have to maintain the security deposit throughout the financial year.

The Security Deposit amount will be refunded on the expiry/termination of the agreement after deducting any unpaid dues/ disputed amount receivable by the FDCM. FDCM is not liable to pay any kind of interest on the security deposit amount.

13. Unpaid / disputed amount shall be receivable / recovered from the security deposit of the agent.
14. The parties to the agreement shall be at liberty to terminate the agreement at any time by giving three months notice in writing to the other party without assigning any reason whatsoever. If the agreement is cancelled by the agent, then any loss/expenditure caused to FDCM in this respect shall be payable by the agent.
15. For obtaining all necessary permissions, licenses, registration from the appropriate authorities to run the Booking Agency shall be the sole responsibility of the Agent and FDCM shall in no way be responsible for any acts of commission or omission whatsoever pertaining to the operation of the agency.
16. 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.
17. The Booking Agent shall abide by the directions issued by the Managing Director of the FDCM and follow the rules that may be decided by the Government from time to time.
18. All expenses of running establishment, maintaining accounts, all outgoing taxes, licenses, term fees, etc. of the agent shall be borne by the Agent himself and FDCM shall be no way be liable for the same.
19. The agent shall not create sub-contract or any third party in any manner whatsoever.
20. All cost and charges including stamp duty, registration charges, if any, shall be borne by the Agent.
21. On breach of any terms and conditions, this agreement will be terminated automatically and any loss arising out of breach of this agreement will be borne by agent.
22. If any dispute arises in respect of interpretation of any clause of the agreement, the decision of the Managing Director, FDCM shall be final and he shall be the sole Arbitrator.
23. The legal jurisdiction for any dispute will be at Nagpur.
24. In case of any amendment in terms & conditions in future, FDCM will inform accordingly and Agent will have an option of continue or discontinue the said agreement.

We have read the terms and conditions of the agreement and shall abide by them.

Signature with name, Designation

& official seal, FDCM Ltd.

Signature with name, Designation

& Official seal (Agent).