

AGENCY AGREEMENT

Name of Work: Appointment of Agency for providing skilled/unskilled manpower at MMRCL corporate office situated in Mumbai for a period of 3 years.

This Agreement is made at _____ and entered on this ____ day of the month of _____ 2022.

BETWEEN

Mumbai Metro Rail Corporation Limited, a Joint Venture SPV between the Government of India and Government of Maharashtra, having its registered office at _____ acting through its Authorized Representative _____ duly authorized to sign and execute this agreement (hereinafter referred to as “**MMRCL**”) which expression shall mean and include its legal representatives, successors and permitted assignees of the **FIRST PART**;

AND

_____ Company/LLP registered under _____ having registered office address at _____ acting through its authorized representative _____, duly authorized to sign and execute this agreement (hereinafter referred to as “**Agency**”) which expression shall mean and include its legal representatives, successors and permitted assignees of the **SECOND PART**.

(MMRCL and Agency maybe individually be referred as a “Party” and collectively as “the Parties”).

WHEREAS

- a. MMRCL is desirous to engage an Agency for procuring skilled/unskilled manpower at MMRCL office as described in the Tender document.
- b. MMRCL had invited proposals (via Request for Proposal (RFP) No. ----- Dated ---- -----" from the interested parties for the “**Appointment of Agency for providing skilled/unskilled manpower at MMRCL corporate office situated in Mumbai for a period of 3 years**”
- c. After evaluation of bids, MMRCL has selected the Agency on open tendering basis as they have the required professional skills and resources. The Consultant has agreed to provide the services specified in this Agreement and the Tender document.
- d. Therefore, the Parties herein are desirous of recording the Agreement so concluded between them as set forth herein.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. MMRCL has received Letter of Acceptance (LoA) dated _____ from the Agency.
2. Agency shall be responsible to provide outsourced skilled/unskilled manpower as per the requirement of MMRCL who shall perform work as assigned to them by the concerned officer in charge of MMRCL.
3. This Agreement shall commence from the date mentioned in the LoA _____ and shall remain in force for a period of 3 years or until the contract value is exhausted, whichever is earlier/ from the date of signing of this Agreement and shall remain in force until _____, 2025 or until the contract value is exhausted whichever is earlier. The Agreement can further be extended for a period of 2 years subject to satisfactory service or requirement of MMRCL prevailing at that time.
4. The scope of service requires the Agency to provide Manpower Services in Multi-Tasking (Skilled) and Back Office (Skilled/Unskilled) category at MMRCL premises. Agency would be required to provide sufficient and qualified manpower based on type of academic and skill requirement who can perform the work assigned to them by concerned officer of MMRCL (Annexure ____).
5. The services to be performed by Agency shall be on man-month basis. Payments to Agency will be made on monthly basis after deduction of applicable taxes and at such rates as described in the fee schedule/payment terms attached to the Agreement (Annexure ____).
6. All the services to be provided by the Agency shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of an Agency with such background and experience that the Agency has represented.
7. MMRCL has the right to review performance of Agency at regular intervals during the contract period and shall have the sole discretion to decide whether contract should be continued or not.
8. Agency shall be solely responsible for compliance to applicable laws and statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in MMRCL. MMRCL shall have no liability whatsoever in this regard.
9. Agency to submit a Performance Security deposit / Performa bank guarantee equal to 3% of the contract value for the duration of the valid contract / extended period in favor of MMRC at the time of signing of the Agreement.
10. Agency shall ensure proper conduct of manpower provided in the office premises and make sure that the outsourced manpower adhere to the norms of conduct and rules and regulations of MMRCL.
11. This Agreement shall not be amended, modified or supplemented, except by a written instrument executed by the Parties hereto.

12. This Agreement shall be governed and enforced in accordance with the laws of India and Courts of Mumbai will have the exclusive jurisdiction to entertain and/or all proceedings under this Agreement.
13. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Tender document.
14. The following documents shall be deemed to form and be read and construed as a part of this Agreement, and the priority of the documents shall be as follows:
- (i) Letter of Acceptance
 - (ii) Scope of Services _____
 - (iii) Payment terms _____
 - (iv) Addendum/ Corrigendum
 - (v) Tender document

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first before written:

<p>For and on behalf of Mumbai Metro Rail Corporation Ltd.</p> <p>_____</p> <p>Authorized Representative</p>	<p>For and on behalf of _____</p> <p>_____</p> <p>Authorized Representative</p>
<p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Witness:</p> <p>1.</p> <p>2.</p>
