

## Detail of Qualification & Remuneration

S.No.	Name of Post	No. of Posts & Remuneration	Essential Qualification & Experience
1.	Peon	4(four) at DC rates Chandigarh	Matriculation

**Director,  
Rural Development Department,  
Haryana, Chandigarh.**



## **TERMS & CONDITIONS**

1. Payment Procedure.
  - a) Minimum wage rates fixed by D.C. Chandigarh and revised from time to time in respect of the staff deployed by the second party.
  - b) Second party will have to comply all the rules and regulations pertaining to EPF, ESI and Labour laws as applicable from time to time. Second party will make the payment of wages, ESI, EPF, Service tax and any other statutory provision through ESCROW account as per guidelines issued by Haryana Govt. on dated 20.02.2014 and second party will strictly follow the outsourcing policy for engaging of services issued by Govt. from time to time.
  - c) Second party will provide their services at unit of this department i.e. MGNREGS Authority @ of 2.01% as service charge.
  - d) The Service Provider has to provide the attendance of the staff posted on the first day of the following month so that pay bill of the staff is prepared and salary is paid on or before 7<sup>th</sup> of every month by the second party. The second party will raise the bill on the basis of attendance duly verified by unit in-charge and the amount shall be paid by the first party each month through EPS direct in the account of the second party.
  - e) The agency will submit the copies of challans, pertaining to ESI, EPF and service tax deposited, showing the individual figure of deposit alongwith remuneration bill and details of each and every workers indicating the wages, EPF and ESI nos. etc. The payment to the agency will be released after seeing the statement of wages etc. or any other statutory provision to be complied by the Agency.
  - f) The wages will be paid by the services provider directly in workers bank account.
2. The second party will have to deposit Rs. 50,000/- (Rs. fifty thousand only) as a refundable security which can be forfeited in case of any default. It will be refunded after clearance of all statutory dues of workers like wages, Arrear, EPF and ESI etc.
3. That the second party will ensure that the staff provided shall always be in neat and clean uniform. The pattern of the uniform will be decided by the First Party.
4. The Second Party will issue proper identity cards for the identification of the staff on duty duly approved by the First Party.
5. That the tenure of all the agreement shall be for a period of one year and thereafter be continued after the mutual consent of both the parties. If either side intends to terminate the agreement he will have to give two months notice in advance to the other side or pay in lieu of the notice period on the extension the rates of charges will be subject to revision conformity with the latest price index. However, the MGNREGS Authority shall give only 24 hrs. Notice of termination of this agreement to the service provider when there is a major default in compliance of the terms and conditions of this agreement or the service provider has failed to comply with its statutory obligations and the service provider will ensure that they have valid license till the agreement is continue with this MGNREGS Authority.

6. The persons deployed by the contractor for the work shall be the employee of the contractor for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said person and the MGNREGS Authority, Haryana, Chandigarh either implicitly or explicitly. Second party will ensure that employees are medically fit and free from communicable diseases. The antecedent of the person to be provided by the Second Party will be got verified from the appropriate authority at the level of the Second Party.
7. The Second Party will be responsible for any kind of damage/loss/theft of the Assets items (Furniture/fixture, Electrical Gadgets etc.) by the staff provided by you. The loss in question will be recovered from the Second Party.
8. The Second Party will not sublet the work allotment to him.
9. The First Party will deduct the T.D.S (Income Tax at Source) as applicable under the Income Tax Act and the T.D.S. Certificate will be issued accordingly.
10. The Second Party will have to replace the staff of the direction of the first Party in the case of any unsatisfactory work by the staff provided by him.
11. The Second Party will take all precautionary steps to prevent any unlawful acts or disorderly conduct of the staff provided by him.
12. The First Party has the right to adjust or readjust or deduct any amount as aforesaid from the payments to be made to the Second Party under the contract or out of security deposited.
13. In the event of failure of Second Party to provide services of part thereof as mentioned in this agreement for any reason whatsoever, the First Party shall be entitled to procure services from other sources and the Second Party shall be liable to pay forthwith to the First Party the difference of payment made to such other sources, besides damages at double the rate of payment.
14. In case any dispute arising out of or in relation of this Agreement shall be referred to MGNREGS Authority Haryana, Chandigarh or his nominee will act as the Arbitrator to whom the matter will be referred to and the decision of the Arbitrator will be final and binding on both the parties.
15. In case of any dispute, the jurisdiction of court of law will be at Chandigarh.