

BIHAR VIKAS MISSION

Bihar State Building Construction Corporation Campus,
Hospital Road, Rajvanshi Nagar,
Patna – 800 023

Personal & Confidential

Terms of Assignment

Your assignment will be governed by the following specific employment terms and conditions listed in this document. Please read the same carefully:

The MISSION referred to in this document is defined as Bihar Vikas Mission, an entity established by the Government of Bihar, under Society Registration Act, 1860 having its registered office at Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800023.

The employment terms contained in this letter are subject to Mission Policies, as amended, from time to time and the Mission Policies will supersede all other Agreements, understanding, proposals or correspondence between the Mission and Employee.

01 NATURE OF AGREEMENT

- You will be engaged on contractual basis in the Mission from the DOJ and you will be working at the assigned DRCC sites.
- This is a time bound engagement on contract and the personnel cannot and will not claim for any extension or even permanent employment. The personnel is not entitled to any benefits/allowances other than those mentioned in the RFP, published by the Mission for the post. The personnel has to abide by the terms and conditions laid down by General Administration Department, Bihar for contractual post time to time.

02 DUTIES & RESPONSIBILITIES

In view of your work, you must effectively perform to ensure results and you can be expected to work extra hours to achieve this whenever the job so requires. Your duties and responsibilities are specified in the annexure enclosed.

03 REMUNERATION

You will be paid remuneration as per the annexure enclosed.

04 REPORTING

You shall report to Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800 023

05 EMPLOYMENT PERIOD AND ASSIGNMENT CONDITIONS

- You will serve a probation period of 3 months. This period may be extended at the Mission's discretion. The probation extension / confirmation of the contract will be decided on the basis of a performance evaluation done by the Mission during the said probation period.
- Your probation will form part of your total length of service.
- This contract is for a period of 11 months from your DOJ. If in the opinion of the Mission, you are found suitable in the appointed post, then the same contract may be renewed, after mutual agreement and considering the terms & conditions prevalent at that time, for additional period of 11 months. In case of renewal of contract, there will be a 10% increment in the remuneration amount.

06 WORKING HOURS & LEAVE

- You have to work according to the stipulated hours of working of the government office.
- You are eligible for leave as per the circular no. 2401, dated 18.07.2007 of General Administration Department (then Personnel & Administrative Reforms Department).

07 TRANSFER

The Mission reserves the right to transfer you at any time to any place within the territory of Bihar in your present capacity or in any other capacity.

08 DOCUMENT VERIFICATION

- Your assignment is based on the information and documents submitted by you and will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application for employment made to the Mission.
- If any declaration given or furnished by you to the Mission proves to be false or if you are found to have willfully suppressed any material information, in such case, you will be liable to removal from service without any notice.
- The Mission and its Directors and Officers will not be held liable for any claims, demands, losses, damages, expenses and proceedings whatsoever made by any employee or his / her previous employer or any third party arising from or on account of any actions or omissions made by the employee.

09 TERMINATION

- This agreement of employment is terminable by either party giving one month (30 days) notice in writing, provided that in case Mission receives any complaints related to misconduct, sexual harassment, inefficiency, less output, integrity, moral turpitude and changed business requirements, then the Mission reserves the right to terminate the employment with immediate effect. Either party is not bound to give any reason thereof.
- You will be relieved from your services depending upon an approval from your Reporting Officer at DRCC site and the assignment and task at hand, at the discretion of the Mission. The Mission reserves the right to pay or recover remuneration in lieu of notice period. Further, the Mission may, at its discretion, relieve you from such date as it may deem fit, even before the expiry of the notice period, without compensating for the unexpired period and is not bound to give any reason thereof.

10 NON-MISSION WORK

Your position is a whole time employment with the Mission for the duration of this contract, and you shall devote yourself exclusively to the business of the Mission. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder or

debenture holder) in any other trade or business during the employment with the Mission without permission in writing from the Authorized Personnel of the Mission.

11 CODE OF CONDUCT

- You will at all times, maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interests, credit and prestige of the Mission. You will not, at any time, work against the interests of the Mission and do anything which is unbecoming of an employee. Any violation of these norms of behavior shall constitute misconduct, and disciplinary action will be taken against you. Also in case you act against the basic and universally accepted organizational norms, appropriate action will be taken.
- Your services can be terminated instantly for indiscipline, criminal offence and any act of misconduct. Your absence without any written intimation and approval of the Mission/ Reporting Officer at DRCC site shall be considered as an act of misconduct. For any unauthorized/unapproved absence continuously for a period of 7 days, it shall be deemed that you have terminated the contract of employment and have voluntarily relinquished your job with the Mission. The Mission shall not be liable to re-engage you in employment or to continue with the above contract for the remaining period of employment. In such a case, you would not be entitled to any compensation whatsoever.

12 CONFIDENTIAL INFORMATION

You will not at any time without the written consent of the Authorized Personnel disclose or divulge or make public, except on legal obligations, any information regarding the Mission's affairs or administration or research carried out, whether the same may be confided to you or become known to you in the course of your service or otherwise.

13 PROTECTION OF INTEREST

- If you conceive any new or advanced methods of improving process / formulae/ systems in relation to the operation of the Mission, such developments will be fully communicated to the Mission and will be and remain the sole right/property of the Mission. You will agree that at all times during or subsequent to your

employment, you will hold in trust, keep confidential and not disclose to any third party or make any use of the Mission's confidential information except for the benefit of the Mission and in the course of your employment in the Mission.

- Further you will not cause the transmission, removal or transport of confidential information from the Mission's places or business or such other place of business specified by the Mission, without prior written approval of the Authorized Personnel of the Mission or such other authorized agent of the Mission as designated in writing by the Authorized Personnel of the Mission.

You also will not:

- engage in any employment activity other than for the Mission in any business in which the Mission is engaged
 - induce any other employee of or consultant to the Mission to engage in any such employment or activity; or
 - solicit any customers of the Mission for services similar to those performed by the Mission, for a period of one (1) year after termination of such employment.
- The Mission shall not be held liable for any kind of damages, direct or indirect, special or consequential under this Employment Agreement. Any unresolved dispute or difference between the Mission and employee, which cannot be resolved by mutual discussion, and requires settlement by arbitration, may be so settled at Bihar under and in accordance with the Arbitration and Conciliation Act of 1996. For arbitration, competent authority will be the person/officer duly authorized by the selection committee of Bihar Vikas Mission.

14 ON SEPARATION

On acceptance of the separation notice, you will immediately submit to the Mission, before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects, etc., and shall not make or retain any copies of these items. In the event of termination (voluntary or otherwise) of employment with the Mission, you will protect the value of the Mission's confidential information and prevent the misappropriation or disclosure thereof. You will not disclose or use to your benefit (or the benefit of any third party) or to the detriment of the Mission any Confidential Information.

Please confirm that the above terms are acceptable to you and that you can accept this offer by signing a copy of this letter of assignment. This offer of assignment is subject to satisfactory reference checks.

Yours sincerely,

For _____

Authorized Signatory

I, _____, agree to accept this offer on the terms and conditions mentioned in the above assignment letter.

Name:

Date:

Signature:

ANNEXURE

DUTIES & RESPONSIBILITIES

District-level District Registration and Counselling Centres (DRCCs) are being set up, one in each of 38 districts of the State, which will provide a physical infrastructure (a single window for the interaction between the Government and eligible youth of Bihar interested in flagship schemes of

1. Self Help Allowance
2. Student Credit Card
3. Skill Development

REMUNERATION STRUCTURE

- For your work in the Mission as Assistant Manager, Projects & Accounts, during the period of your contract, you shall be paid a consolidated amount of Rs. 60,000(Indian Rupees Sixty thousand only) per month.
- This amount is subject to all prevalent Tax Laws and/or any other Laws, currently or as modified from time to time, of the Union of India or State of Bihar, as deemed applicable.
- Payments shall be made directly to your Bank Account (that you shall provide) and on verification cum linkage of your Aadhar Number with your Bank Account.
- Deductions in respect of your absence shall be made as per policies provided to you separately.