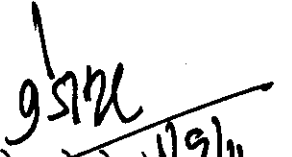


बिहार सरकार
बिहार विकास मिशन
बिहार राज्य भवन निर्माण निगम कैम्पस,
हॉस्पिटल रोड, राजवंशी नगर, पटना-800023

महत्वपूर्ण सूचना

सूचना प्रावैद्यिकी विभागन्तर्गत BSEDC की अनुशंसा के आलोक में संलग्न सूची के अभ्यर्थियों का चयन बिहार विकास मिशन में जिला निबंधन एवं परामर्श केंद्र के लिए Supervisor IT के पद हेतु किया गया है। इससे संबंधित Assignment Letter एवं Terms of Agreement संबंधित चयनित अभ्यर्थियों के E-mail पर भेज दिया गया है। सभी प्रमाण पत्रों की अभिप्रमाणित प्रति एवं Terms of Assignment की हस्ताक्षरित प्रति के साथ बिहार विकास मिशन के राजवंशीनगर, पटना स्थित कार्यालय में नियुक्ति हेतु दिनांक-07.09.2016 की तिथि निर्धारित की गई है। Terms of Assignment की प्रति इस सूचना के साथ संलग्न है।


(ब्रजेश मेहरोत्रा) 11/9/16
सदस्य सचिव,
बिहार विकास मिशन।

Personal & Confidential

**Terms of Assignment –Supervisor I.T., District Registration Cum
Counseling Centre (DRCC)**

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

The Assignment Letter and Terms of Assignment cannot be interpreted in isolation of each other and complement each other.

The MISSION referred to in this document is defined as Bihar Vikas Mission (BVM), 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 notified and amended from time to time, and Mission Policies will supersede all other Agreements, Understanding, Proposals or Correspondence, whether written or verbal, between the Mission and Employee.

01 NATURE OF AGREEMENT

- You will be engaged on contractual basis from the DOJ by Bihar Vikas Mission for DRCC 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.

02 DUTIES & RESPONSIBILITIES

In view of your work, you must effectively and efficiently perform to deliver on the expected results. Your duties and responsibilities are specified in Appendix 1, enclosed herewith. This is not an exhaustive list and may be modified, supplemented, amended or rescinded at any time and new duties and responsibilities shall supersede that has been appended to this letter.

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03 REMUNERATION

- You will be paid remuneration as per Appendix 2, enclosed herewith.
- The personnel is not entitled to any benefits/allowances other than those mentioned in this document. The personnel has to abide by the terms and conditions laid down by General Administration Department, Bihar for contractual post from time to time.

04 REPORTING

Your place of joining will be at **Bihar Vikas Mission Office, Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800023**. After joining, you will be required to undertake a training organized by Planning and Development Department at Patna. Post completion of the training, you will be posted at DRCC site in one of the Bihar districts. You will be required to join on the next working day and report to the concerned District Magistrate.

05 EMPLOYMENT PERIOD AND ASSIGNMENT CONDITIONS

- You will serve a probation period of 3 (three) 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 (eleven) months from your DOJ. If in the opinion of the Mission, you are found suitable for 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 (eleven) months.
- At no stage you can claim permanent employment with the government.

06 WORKING HOURS & LEAVE

- You have to work according to the stipulated hours of working of the government office.
- You can be expected to work extra hours, whenever the job so requires and you will not be eligible for any kind of additional remuneration for the same.
- You are eligible for leave as per the circular no. 2401, dated 18.07.2007 of General Administration Department (then Personnel & Administrative Reforms Department) and subsequent amendments, if any.

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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 to BELTRON and will be subject to the verification of your credentials, testimonials and other particulars mentioned by you for the employment made to the IT Department through Beltron (Bihar State Electronics Development Corporation Limited).
- 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 cases, 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.
- If, at any time during your contractual employment, you subscribe to, show interest in, display your allegiance to, get involved in whether directly or indirectly with any union activity or any other kind of trade unions, whether recognized or unrecognized or any other such body or collaboration or getting together of people with the purpose of forming a collective

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opinion of any nature, your services shall be immediately terminated and no compensation shall be provided to you in lieu 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 5 (five) days or more, 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.

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13 PROTECTION OF INTEREST

- If you conceive any new or advanced methods of improving process / formulae/ systems in relation to the operation of the DRCC, such developments will be fully communicated to the D.M. of the concerned district and will be and remain the sole right/property of the DRCC / 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 DRCC / 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 DRCC / Mission's places or business or such other place of business specified by the DRCC / Mission, without prior written approval of the Authorized Personnel of the District Magistrate of the concerned District / 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.

14 ON SEPARATION

On acceptance of the separation notice, you will immediately submit to the Mission through the District Magistrate, 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.

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Please confirm that the above terms are acceptable to you and that you can accept this offer by signing each page of this letter of assignment.

Yours sincerely,

For Bihar Vikas Mission

Authorized Signatory

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

Name:

Date:

Signature:

APPENDIX – 1

DUTIES & RESPONSIBILITIES – Supervisor I.T.

The Information Technology (I.T.) Supervisor is responsible for providing support in installation, maintenance and smooth functioning of computer hardware, software, network and any IT related infrastructure.

The Information Technology Supervisor reports to the concerned District Magistrate and manages hardware and software maintenance, training and consultation, and recommendations about future planning and development of resources. Providing these services in an effective and efficient manner will ensure maximum access to and implementation of technology services and resources.

Major Responsibilities

- Manage IT related issues and all the installed computer systems
- Evaluate the operations of information systems and electronic data processing (EDP)
- Control the computer systems budgets and expenditures. Ensure technology is accessible and equipped with hardware and software.
- Troubleshoot hardware, software and network operating system
- Be familiar with all hardware and software
- Be familiar with network operating system
- Provide orientation to new users of existing technology
- Train staff about potential uses of existing technology
- Maintain current and accurate inventory of technology hardware, software and resources. Maintain log and / or list of required repairs and maintenance
- Make recommendations about purchase of technology resources
- Provide network accounts and passwords as required
- Monitor security of all technology
- Identify and prepare hardware for disposal when appropriate
- Ensure hardware is stripped and secured before disposal
- Perform other related duties as instructed by District Magistrate / Senior Deputy Collector / Manager

Other Responsibilities of I.T. Supervisor

- Troubleshoot all technology issues
- Maintain log and / or list of required repairs and maintenance
- Make recommendations about purchase of technology resources

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- Maintain current and potential resources and services
- Provide network access to all staff
- Maintain the connection and set up of hardware
- Maintain all loaded software
- Monitor security of all technology
- Advise staff on security breach and/or change in password or security status

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APPENDIX – 2

REMUNERATION STRUCTURE– I.T. Supervisor

- For your work in the DRCC, during the period of your contract, you shall be paid a consolidated amount of Rs.40,000 (Indian Rupees FortyThousand only) per month.
- The payment of this amount is subject to deductions under prevalent Tax Laws and/or any other Laws of the Union of India or State of Bihar, in-force currently or as modified from time to time, and 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. In the absence of Aadhar Number, you are enroll into the UIDAI Scheme and provide this Number within 30 (thirty) days of your DOJ or before the first payment becomes due to you.
- Deductions in respect of your absence shall be made as per policies that will be provided to you separately.