

1. Employment & Nature of Engagement

You are hereby appointed by **Saigain Services Private Limited** as a **Vocational Trainer** on a **fixed-term, project-based contractual engagement** for deployment under the Vocational Education Program in Government Schools across Bihar.

This engagement is issued strictly for the purpose of execution of project-related activities and shall be governed by the terms specified in this document.

The issuing organization, i.e., **Saigain Services Private Limited**, shall be your **sole employer of record** and shall be exclusively responsible for:

- Salary disbursement
- Attendance and payroll administration
- Statutory compliances including EPF/ESIC (as applicable)
- Employment records and related administrative functions

This engagement is **purely contractual and temporary in nature**, and shall not be construed as:

- Permanent employment
- Regular appointment
- Any form of government employment
- Any right to absorption, continuation, or regularization beyond the project duration

Further, this appointment does not create, and shall not be deemed to create, any employer–employee relationship between you and:

- Bihar Education Project Council (BEPC)
- Any Government Department
- Any PSU / Implementation Agency
- Any other entity associated with the project

You expressly acknowledge that your engagement is limited to the scope, duration, and requirements of the project, and shall remain subject to project continuity and operational requirements.



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2. Project Reference & Linkage

This engagement is issued in connection with the implementation of the **Vocational Education Program in Government Schools of Bihar**, under the overall framework of **Bihar Education Project Council (BEPC), Government of Bihar**.

The project pertains to the execution of vocational training services across designated schools, including deployment of trained manpower, delivery of trade-specific training, and compliance with operational and reporting requirements as defined under the applicable tender and project guidelines.

The present engagement is part of a broader implementation structure wherein **Saigain Services Private Limited** has been engaged as a **manpower deployment and execution partner** for carrying out project-related activities in accordance with the requirements of the tender/RFP and instructions issued by the project authorities from time to time.

Accordingly, this appointment is **project-linked, back-to-back in nature**, and shall remain subject to:

- The terms and conditions of the underlying tender/RFP
- Work orders / project agreements issued by the client or implementation partners
- Operational guidelines, instructions, and approvals issued by competent authorities

You acknowledge and agree that your engagement is directly linked to the execution of the said project and shall be governed by the requirements, scope, and duration of the project framework.



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3. Project Structure & Reporting Hierarchy

Your engagement forms part of a structured project implementation framework involving multiple stakeholders responsible for planning, coordination, and execution of the Vocational Education Program.

The overall structure of the project includes:

- **Government Authority:** Bihar Education Project Council (BEPC), Government of Bihar
- **Client / Project Owner:** Concerned Government Departments / Authorities
- **Implementation Agencies / PSU Partners:** As designated under the project
- **Execution & Deployment Partner:** Saigain Services Private Limited

You are being engaged at the **field execution level** for delivery of vocational training services at assigned schools.

In the course of your engagement, you shall function within the defined project hierarchy and may receive operational directions, instructions, and guidance from:

- District Coordinators / Project Coordinators
- Authorized representatives of the execution partner
- Designated officials of implementation agencies / project authorities (for operational purposes only)

Such instructions may relate to:

- Deployment and reporting
- Attendance and performance tracking
- Training delivery and curriculum execution
- Submission of reports and documentation
- Compliance with project guidelines and timelines

However, it is expressly clarified that:

- All employment-related matters including salary, leave, statutory compliance, and HR administration shall remain under the control of **Saigain Services Private Limited** only



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- No other entity shall exercise employer rights over you

You shall be required to comply with all lawful instructions issued under the project framework to ensure smooth execution of assigned responsibilities.

4. Tenure of Engagement

Your engagement shall initially be for a fixed period of **11 (eleven) months** from the date of joining, unless otherwise specified in writing.

Notwithstanding the above, this engagement is **strictly project-linked** and shall remain **co-terminus with the project**, work order, or contract under which your services are being deployed.

Accordingly, your engagement may stand concluded earlier than the above-mentioned period in the event of:

- Completion or closure of the project
- Withdrawal, suspension, or modification of the project/work order
- Reduction or discontinuation of manpower requirement
- Non-availability of deployment or operational requirement

The Company may, at its sole discretion, consider extension or renewal of your engagement based on:

- Continuation of the project
- Performance evaluation
- Operational requirements and approvals

However, such extension shall not be automatic and shall require written confirmation.

You expressly acknowledge that continuation of your engagement is **subject to project continuity**, and no claim shall arise for extension, renewal, or continuation beyond the approved project framework.



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5. Place of Deployment

Your initial place of deployment shall be as follows:

- **School Name:** _____
- **UDISE Code:** _____
- **Block:** _____
- **District:** _____

You shall be deployed for the purpose of delivering vocational training and related activities at the above-mentioned location as per project requirements.

However, you expressly agree and acknowledge that your services are **transferable in nature**.

Accordingly, the Company reserves the right to:

- Transfer or reassign you to any other school, block, district, or project location
- Modify your place of deployment based on operational, administrative, or project requirements
- Redeploy you in case of vacancy, absence, or project restructuring

Such transfer or redeployment shall not be treated as a change in the nature of your engagement or employment conditions.

You shall be required to report to the reassigned location within the timelines communicated by the Company.

Failure to comply with transfer or redeployment instructions without valid justification may be treated as non-compliance and may attract appropriate action as per project norms.



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6. Compensation & Salary

You shall be paid a **Cost to Company (CTC)** of ₹ 15,007/- per month (Rupees Fifteen Thousand Seven only), inclusive of all salary components and employer statutory contributions.

The detailed indicative salary structure is provided in **Annexure – A** attached to this letter.

It is expressly clarified that:

- The above CTC includes employer contributions such as **EPF and other applicable statutory components**
- The **net take-home salary shall be subject to applicable statutory deductions**, including employee contribution towards EPF (and ESIC, if applicable as per law)
- The CTC amount shall not be interpreted as fixed in-hand salary

Salary disbursement shall be subject to:

- Verified attendance records
- Active deployment at assigned location
- Compliance with reporting and project requirements
- Completion of payroll processing cycles

Salary shall be credited only through **bank transfer** to the account details provided by you.

Any absence, unauthorized leave, or non-deployment may result in **proportionate deduction in salary** as per applicable norms.

The compensation specified herein is fixed for the purpose of this engagement and shall not be subject to any increment, escalation, or revision unless specifically approved in writing by the Company based on project provisions.

In case of any statutory revision (such as minimum wages, PF, ESIC, etc.), the salary structure may be revised accordingly, subject to project approvals and applicable guidelines.



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7. Duties & Responsibilities

As a Vocational Trainer, you shall be responsible for delivering trade-specific vocational education and ensuring effective implementation of the training program at the assigned school(s).

Your duties shall include, but not be limited to, the following:

- Conducting **theoretical and practical training sessions** as per assigned trade and approved curriculum
- Delivering skill-based education aligned with vocational standards and project guidelines
- Maintaining **student attendance records**, training registers, and daily activity logs
- Conducting **assessments, evaluations, and practical demonstrations** as required
- Supporting students in developing practical skills and employability competencies
- Ensuring proper usage and basic maintenance of training tools, equipment, and learning resources
- Coordinating with **school authorities, district coordinators, and project representatives** for smooth execution of training activities
- Preparing and submitting **periodic reports**, performance data, and documentation as per project requirements
- Participating in meetings, reviews, training sessions, or workshops as instructed by project authorities
- Maintaining discipline, safety standards, and a conducive learning environment within the school premises

You shall perform your duties with **due diligence, integrity, professionalism, and accountability**, and shall comply with all instructions issued under the project framework from time to time.

Failure to perform assigned duties satisfactorily, negligence in responsibilities, or non-compliance with project requirements may result in disciplinary action, including termination of engagement.



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8. Reporting & Supervision

You shall function within the defined project hierarchy and shall report to the **authorized district-level and project-level representatives** as communicated by the Company from time to time.

In the course of your engagement, you may receive operational instructions, directions, and guidance from:

- District Coordinators / Block Coordinators
- Authorized representatives of Saigain Services Private Limited
- Designated officials of project authorities or implementation agencies (for operational purposes only)

Such instructions may relate to:

- Attendance and reporting
- Training delivery and curriculum execution
- Student assessment and documentation
- Deployment and re-deployment
- Compliance with project timelines and guidelines

You shall be required to comply with all lawful and reasonable instructions issued under the project framework to ensure smooth execution of assigned responsibilities.

However, it is expressly clarified that:

- All matters related to **employment, salary, leave, payroll processing, statutory compliance, and HR administration** shall remain under the exclusive control of **Saigain Services Private Limited**
- No other entity shall exercise employer rights over you

Failure to adhere to reporting protocols or to comply with authorized instructions may be treated as non-compliance and may attract appropriate action as per project norms.



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9. Working Hours, Attendance & Discipline

Your working hours shall be in accordance with the **timings and operational schedule of the Government School** to which you are deployed, and as per project requirements communicated from time to time.

You shall be required to:

- Mark **regular attendance** at the assigned school/location
- Adhere to prescribed **working hours and reporting time**
- Maintain punctuality and professional discipline
- Remain present for the full duration of assigned working hours
- Participate in all assigned academic and project-related activities

You shall maintain proper conduct, behavior, and decorum within the school premises and while interacting with students, school staff, and project representatives.

Any of the following may be treated as **misconduct or non-compliance**:

- Unauthorized absence from duty
- Repeated late reporting or early leaving
- Failure to take assigned classes or training sessions
- Non-cooperation with school authorities or project staff
- Indiscipline, negligence, or inappropriate behavior

Attendance shall be subject to verification through **school records, reporting formats, or digital/physical attendance systems** as prescribed under the project.

Salary shall be processed based on **verified attendance**, and any absence or non-deployment may result in **proportionate deduction**.

Repeated violations of attendance or discipline norms may lead to **strict disciplinary action, including termination of engagement without notice**, as per project requirements.



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10. Leave Policy

Leave and absence shall be governed strictly in accordance with project requirements, operational needs, and internal policies of the Company, as amended from time to time.

You shall be eligible for leave as per project norms, subject to prior approval from the authorized reporting authority.

Key conditions governing leave are as follows:

- Leave must be **applied in advance** and shall be granted only upon approval
- In case of emergency, you must **inform the concerned authority immediately** and regularize the leave as per instructions
- Total leave entitlement shall be limited as per project guidelines and shall not exceed permissible limits

It is expressly clarified that:

- Leave shall be **subject to availability of replacement or arrangement**, wherever required
- Absence beyond permissible limits or continuous absence for an extended period may require **immediate replacement** as per project requirements

Any of the following shall be treated as **unauthorized absence**:

- Absence without prior approval
- Failure to report for duty without valid reason
- Non-communication during absence

Unauthorized absence may result in:

- Salary deduction on a pro-rata basis
- Disciplinary action
- Termination of engagement without notice

If you remain absent for a continuous period as defined under project norms without approval or intimation, the same may be treated as **abandonment of assignment**, and your engagement may be discontinued without any further notice or liability.



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You shall not be entitled to claim any leave encashment, carry-forward, or additional leave benefits beyond those specified under the project framework.

11. Confidentiality, Conduct & Compliance

During the course of your engagement, you may have access to sensitive information including, but not limited to:

- Student records and personal data
- School documents and administrative information
- Project-related reports, formats, and communications
- Internal processes, operational guidelines, and training materials

You shall maintain **strict confidentiality** of all such information and shall not, during or after your engagement:

- Disclose, share, copy, or circulate any information to unauthorized persons
- Use such information for personal benefit or for any purpose not related to the project
- Retain any documents, data, or materials after cessation of engagement

You are required to maintain **professional conduct, integrity, and discipline** at all times while performing your duties.

You shall:

- Follow all project guidelines, instructions, and code of conduct
- Comply with applicable laws, rules, and regulations
- Maintain respectful behavior with students, school authorities, and project personnel
- Avoid any act that may harm the reputation, interest, or functioning of the project or the Company

Any involvement in the following shall be treated as **serious misconduct**:

- Misuse or leakage of confidential information
- Fraud, misrepresentation, or falsification of records



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- Demand or acceptance of any form of bribe, commission, or illegal gratification
- Misbehavior, harassment, or inappropriate conduct within the workplace

In such cases, the Company reserves the right to initiate **immediate disciplinary action, including termination of engagement without notice**, and may also take appropriate legal action, wherever applicable.

12. Termination & Exit Conditions

The Company reserves the right to terminate your engagement at its discretion, either by providing prior notice or salary in lieu of such notice, as may be deemed appropriate.

Notwithstanding the above, the Company may terminate your engagement **with immediate effect and without any notice or compensation** in the event of:

- Misconduct, indiscipline, or violation of code of conduct
- Unauthorized absence or abandonment of duty
- Non-performance or failure to discharge assigned responsibilities
- Submission of false information or misrepresentation
- Breach of confidentiality or misuse of project data
- Involvement in any illegal activity, fraud, or unethical practice

In the event of termination or cessation of engagement, you shall:

- Immediately hand over all records, documents, materials, and assets belonging to the Company or project authorities
- Settle all pending responsibilities and comply with exit formalities

You shall not be entitled to any compensation, damages, or claims beyond the salary payable for the actual period of service rendered, subject to applicable deductions and compliance requirements.

Further, if your engagement is discontinued due to project-related reasons, including but not limited to:

- Project completion or closure



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- Reduction in manpower requirement
- Withdrawal or modification of work order

the same shall not give rise to any claim for compensation, notice, or continuation of employment.

You acknowledge and agree that your engagement is **purely project-dependent**, and termination under such circumstances shall not be treated as wrongful termination.

13. Project Dependency & Automatic Termination

You expressly acknowledge that your engagement is **strictly dependent on the continuation of the project, work order, and associated implementation framework** under which your services are being deployed.

Accordingly, your engagement shall be deemed to be **co-terminus with the project** and shall automatically stand terminated, without any further notice or liability, upon the occurrence of any of the following events:

- Completion or closure of the project
- Expiry, termination, suspension, or modification of the relevant work order or contract
- Discontinuation or reduction of manpower requirement under the project
- Non-receipt of approvals, continuation orders, or operational clearance from the client or competent authority
- Withdrawal of deployment or change in project scope affecting your role

In such cases:

- Your engagement shall automatically cease from the effective date of such event
- No separate notice shall be required to be issued by the Company
- You shall not be entitled to any compensation, damages, or claims of any nature beyond the salary payable up to your last working day

You further agree that cessation of engagement under the above circumstances shall not be construed as termination by the Company, and shall not give rise to any dispute, claim, or legal action against the Company or any entity associated with the project.



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14. Limitation of Liability

You expressly acknowledge and agree that your employment relationship exists **solely with Saigain Services Private Limited**, which is the issuing employer of this Offer Cum Appointment Letter.

Accordingly:

- All matters relating to your employment, including salary, attendance, leave, statutory compliance, and service conditions, shall be governed exclusively by Saigain Services Private Limited
- No other entity associated with the project, including but not limited to Government authorities, Bihar Education Project Council (BEPC), PSU partners, implementation agencies, or coordination partners, shall be deemed to be your employer

You further agree that:

- No claim, demand, dispute, or legal proceeding relating to employment, salary, service benefits, compensation, damages, reinstatement, or any other matter shall lie against any entity other than Saigain Services Private Limited
- You shall not initiate or pursue any action against any third party involved in the project structure in respect of your engagement

This clause shall survive even after cessation of your engagement and shall be binding upon you at all times.

15. Governing Law & Jurisdiction

This Offer Cum Appointment Letter and your engagement hereunder shall be **governed by and construed in accordance with the laws of India**.

Any dispute, difference, or claim arising out of or in connection with this engagement, including its interpretation, validity, performance, or termination, shall be subject to the **exclusive jurisdiction of the competent courts at Patna, Bihar**.

You expressly agree to submit to the jurisdiction of the aforesaid courts and waive any objection regarding venue or forum in respect of such proceedings.



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ANNEXURE – A

Indicative Monthly Salary Structure

The monthly Cost to Company (CTC) for the position of Vocational Trainer is ₹15,007/- (Rupees Fifteen Thousand Seven only).

The indicative component-wise salary structure is as follows:

Component	Per Month (₹)	Remarks
Basic Pay	6,190	Part of Gross Salary
Special Allowance	7,565	Part of Gross Salary
Gross Salary	13,755	Before employee deductions
Employee PF	743	Deduction from salary
Employee ESIC	103	Deduction from salary
Net Take Home	12,909	Approximate in-hand salary
Employer PF	805	Employer contribution
Employer ESIC	447	Employer contribution
CTC	15,007	Total monthly cost

Notes:

1. The above salary structure is indicative and subject to applicable statutory provisions, deductions, and payroll processing norms.
2. The stated CTC includes employer statutory contributions, and shall not be interpreted as fixed take-home salary.
3. The net take-home salary is approximate and may vary based on statutory deductions, attendance, and applicable payroll adjustments.
4. Salary shall be processed based on verified attendance, deployment status, and project compliance requirements.



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5. Statutory components such as EPF and ESIC are applied as per applicable government norms.
6. No additional allowances, incentives, or benefits shall be applicable unless specifically approved in writing by the Company.

ANNEXURE – B

Employee Declaration

I, Mr./Ms. _____, son/daughter of _____,
residing at _____, do
hereby declare, confirm, and undertake as under:

1. That I have accepted the appointment offered by **Saigain Services Private Limited**, and I understand that my employment relationship exists solely with the said employer.
2. That my engagement is **project-based, contractual, and temporary in nature**, and does not create any right to permanency, regularization, or continuation beyond the applicable project or work order.
3. That I shall perform my duties **honestly, diligently, and in accordance with instructions** issued by the Company and authorized project representatives from time to time.
4. That I understand that **salary disbursement is subject to attendance verification, deployment status, and payroll processing norms**, and I shall not raise any claim beyond the applicable terms.
5. That I shall maintain **strict confidentiality** of all information related to students, schools, project operations, and internal processes, and shall not disclose the same to any unauthorized person.
6. That I shall comply with all **project guidelines, company policies, statutory requirements, and lawful instructions** issued during the course of my engagement.
7. That I shall not raise any claim, dispute, or demand against any entity other than **Saigain Services Private Limited** in respect of salary, employment, or any service-related matter.



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8. That I have read, understood, and accepted all the terms and conditions mentioned in the **Offer Cum Appointment Letter**, including all clauses, annexures, and provisions contained therein.

I further confirm that this declaration is made by me voluntarily, after fully understanding the contents, and without any coercion, pressure, or undue influence.

Employee Signature: _____

Name: _____

Date: _____

Place: _____

Witness Signature: _____

Name: _____

Date: _____



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