



सत्यमेव जयते

झारखण्ड गजट

असाधारण अंक

झारखण्ड सरकार द्वारा प्रकाशित



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संख्याड- 628 राँची, बुधवार,

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उच्च एवं तकनीकी शिक्षा विभाग (उच्च शिक्षा निदेशालय)

संकल्प

25 अगस्त, 2023

विषय:- झारखण्ड राज्य के विद्यार्थियों को संघ लोक सेवा आयोग, झारखण्ड लोक सेवा आयोग, केंद्रीय/झारखण्ड कर्मचारी चयन आयोग और विभिन्न भर्ती एजेंसियाँ जैसे बैंकिंग/रेलवे भर्ती बोर्ड आदि के द्वारा वर्ग 'ए', 'बी' और 'सी' में भर्ती हेतु प्रतियोगिता परीक्षाओं की तैयारी कराने के उद्देश्य से निःशुल्क कोचिंग की व्यवस्था प्रदान करने हेतु "एकलव्य प्रशिक्षण योजना" के विस्तृत मार्गदर्शिका की स्वीकृति के संबंध में ।

संख्या-3/यो.01-33/2022 (उ 0शि0) 128/बजट --शिक्षा एवं रोजगार प्राप्ति के क्षेत्र में झारखण्ड राष्ट्रीय औसत से पीछे है। झारखण्ड राज्य को विकसित राज्य की पंक्ति में आने के लिए यह आवश्यक है कि राज्य में शिक्षा की गुणवत्ता को उत्कृष्ट करते हुए इससे जुड़े रोजगार के अवसरों का सृजन किया जाए। साथ ही राज्य के युवाओं के भविष्य को संवारने के लिए उचित माध्यम प्रदान किया जाए एवं लाभकारी सेवाएँ प्रारम्भ की जाए। यह तभी संभव हो पाएगा जब राज्य के युवक/युवतियों को रोजगार प्राप्ति हेतु गुणवत्तापूर्ण मार्गदर्शन उपलब्ध कराया जाए ।

इस क्रम में राज्य सरकार द्वारा झारखण्ड राज्य में अध्ययनरत विद्यार्थियों को प्रतियोगी परीक्षाओं में प्रतिस्पर्धा की तैयारियों हेतु निःशुल्क कोचिंग की सुविधा एवं सहायता राशि उपलब्ध कराने के उद्देश्य से विभागीय संकल्प संख्या- 3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक 14.11.2022 के माध्यम से "एकलव्य प्रशिक्षण योजना" का स्वरूप तैयार किया गया है।

2. उक्त योजना के क्रियान्वयन हेतु विस्तृत मार्गदर्शिका तैयार किया गया है, जिसके मुख्य बिन्दु निम्नवत हैं-

(i) **योजना के उद्देश्य:-** वैसे विद्यार्थी जो विभिन्न प्रतियोगी परीक्षाओं हेतु अर्हता रखते हों, को संघ लोक सेवा आयोग, झारखण्ड लोक सेवा आयोग, केंद्रीय/झारखण्ड कर्मचारी चयन आयोग और विभिन्न भर्ती एजेंसियाँ जैसे बैंकिंग/रेलवे भर्ती बोर्ड आदि के द्वारा ग्रुप 'ए', 'बी' और 'सी' में भर्ती हेतु प्रतियोगिता परीक्षाओं की तैयारी कराने के उद्देश्य निःशुल्क कोचिंग की व्यवस्था प्रदान करना।

(ii) **इस योजना के निम्न अवयव होंगे :-**

(क) **निःशुल्क कोचिंग की सुविधा :-**

संघ लोक सेवा आयोग/झारखण्ड लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा एवं बैंकिंग, रेलवे, केन्द्रीय/झारखण्ड कर्मचारी चयन आयोग की संयुक्त प्रतियोगिता परीक्षा आदि की तैयारी हेतु झारखण्ड में अवस्थित राष्ट्रीय स्तर पर प्रतिष्ठित कोचिंग संस्थानों द्वारा निःशुल्क कोचिंग की सुविधा प्रदान की जायेगी।

(ख) **कोचिंग संस्थानों में अध्ययनरत विद्यार्थियों को सहायता राशि:-**

कोचिंग संस्थानों में अध्ययनरत छात्रों को कोचिंग सत्र की अवधि तक 2500/- रु0 प्रतिमाह की सहायता राशि प्रदान की जायेगी।

(iii) **लाभार्थियों की पात्रता:-**

लाभार्थियों की पात्रता संबंधी पूर्व से विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक 14.11.2022 द्वारा निर्गत प्रावधान में निम्नवत संशोधन किया जा रहा है:-

विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक 14.11.2022 में लाभार्थियों की पात्रता संबंधी प्रावधान	लाभार्थियों की पात्रता संबंधी प्रस्तावित प्रावधान
4. (क) कार्मिक, प्रशासनिक सुधार एवं राजभाषा विभाग, झारखण्ड, राँची की अधिसूचना संख्या- 3847 दिनांक- 10.08.2021 के आलोक में अभ्यर्थियों को 10वीं एवं 12वीं कक्षा झारखण्ड राज्य में अवस्थित मान्यता प्राप्त शैक्षणिक संस्थान से उत्तीर्ण होना अनिवार्य होगा तथा अभ्यर्थी को स्थानीय रीति-रिवाज, भाषा एवं परिवेश का ज्ञान होना अनिवार्य होगा।	(क) अभ्यर्थियों को 10वीं एवं 12वीं कक्षा (अथवा समकक्ष) झारखण्ड राज्य में अवस्थित मान्यता प्राप्त शैक्षणिक संस्थान से उत्तरीर्ण होना होगा अथवा झारखण्ड का स्थानीय निवासी प्रमाण पत्र धारित करना होगा।

<p>4. (ख) पारिवारिक आय आयकर सीमा के दायरे में न हो।</p> <p>4. (ग) वैसे प्रवेश परीक्षा, जिसकी कोचिंग लेने के लिए इच्छुक हो, के अर्हता को अनिवार्य रूप से पूर्ण करता हो।</p> <p>13.1 अन्य विभाग की कोई समरूप योजना (उदाहरण स्वरूप अनु0ज0जा0, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग का संकल्प सं0 4127 दिनांक 26.11.2018) के लाभार्थियों को एकलव्य प्रशिक्षण योजना का दोहरा लाभ प्रदान नहीं किया जायेगा एवं एकलव्य प्रशिक्षण योजना के किसी भी लाभार्थी को एक बार ही लाभ देय होगा।</p>	<p>(ख) वार्षिक पारिवारिक आय सीमा ₹0 08 लाख से कम हो। उक्त वार्षिक पारिवारिक आय सीमा OBC-NCL के लिए निर्धारित पारिवारिक आय सीमा के बराबर होगी तथा समय-समय पर OBC-NCL के लिए संशोधित पारिवारिक आय सीमा इस योजना के लाभ हेतु निर्धारित पारिवारिक आय सीमा पर स्वतः लागू होगी।</p> <p>अथवा</p> <p>लाभुक को राष्ट्रीय/राज्य खाद्य सुरक्षा योजना से आच्छादित होना चाहिए।</p> <p>(ग) वैसे प्रवेश परीक्षा, जिसकी कोचिंग लेने के लिए इच्छुक हो, के अर्हता को अनिवार्य रूप से पूर्ण करता हो।</p> <p>(घ) अन्य विभाग की कोई समरूप योजना (उदाहरणस्वरूप अनु0ज0जा0, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग का संकल्प सं0 4127 दिनांक 26.11.2018) के लाभार्थियों को एकलव्य प्रशिक्षण योजना का दोहरा लाभ प्रदान नहीं किया जायेगा एवं एकलव्य प्रशिक्षण योजना के किसी भी लाभार्थी को एक बार ही लाभ देय होगा।</p>
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(iv) कोचिंग संस्थानों का चयन एवं निर्धारण:-

कोचिंग संस्थानों के चयन संबंधी विस्तृत मार्गदर्शिका में निम्न प्रावधानित है:-

- (क) संघ लोक सेवा आयोग/झारखण्ड लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा/बैंकिंग/रेलवे/केन्द्रीय/झारखण्ड कर्मचारी चयन आयोग की संयुक्त प्रतियोगिता परीक्षा आदि की तैयारी के उद्देश्य से निःशुल्क कोचिंग प्रदान करने के लिए राष्ट्रीय स्तर पर प्रतिष्ठित झारखण्ड राज्य में अवस्थित कोचिंग संस्थान या झारखण्ड राज्य में कोचिंग संस्थानों का संचालन करने हेतु इच्छुक राष्ट्रीय स्तर पर प्रतिष्ठित कोचिंग संस्थान चयन के पात्र होंगे।
- (ख) राष्ट्रीय स्तर पर प्रतिष्ठित कोचिंग संस्थानों का चयन "उच्च स्तरीय समिति" की अनुशंसा के आधार पर मंत्रिपरिषद् की स्वीकृति प्राप्त कर किया जायेगा।

(ग) विभिन्न प्रवेश परीक्षाओं की तैयारी के लिए सूचीबद्ध राष्ट्रीय स्तर पर प्रतिष्ठित कोचिंग संस्थानों की अधिकतम संख्या निम्नवत है:-

क्र० सं०	विवरण	सूचीबद्ध (Empanelled) संस्थानों की अधिकतम संख्या
(i)	संघ लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा की तैयारी हेतु	05
(ii)	झारखण्ड लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा की तैयारी हेतु	05
(iii)	बैंक पी0 ओ0 एवं बैंक लिपिक (Bank Clerical) परीक्षा की तैयारी हेतु	05
(iv)	रेलवे भर्ती बोर्ड परीक्षा की तैयारी हेतु	05
(v)	कर्मचारी चयन आयोग परीक्षा की तैयारी हेतु	05
	कुल	25

(घ.) कोचिंग संस्थानों को सूचीबद्ध करने हेतु Empanelled Criteria का उल्लेख विस्तृत मार्गदर्शिका में है। कोचिंग संस्थानों के चयन तथा उनके द्वारा ली जाने वाली फीस के निर्धारण हेतु अनुसंशा उच्च स्तरीय समिति द्वारा की जाएगी तथा मंत्रिपरिषद् के द्वारा कोचिंग संस्थानों का चयन तथा उनके द्वारा लिए जाने वाले फीस का अनुमोदन प्राप्त किया जाएगा।

(ड.) कोचिंग संस्थानों के Empanelment की अवधि 03 वर्षों की होगी तथा उच्च स्तरीय समिति के द्वारा एक अतिरिक्त वर्ष के लिए विस्तारित की जा सकेगी।

(व) **लाभार्थियों का चयन की प्रक्रिया:-**

(क) लाभार्थियों की shortlisting तथा चयन की प्रक्रिया का उल्लेख एकलव्य प्रशिक्षण योजना के विस्तृत मार्गदर्शिका (अनुलग्नक-1) में कर दिया गया है। लाभार्थियों के चयन प्रक्रिया के process flow का भी उल्लेख विस्तृत मार्गदर्शिका में किया गया है।

लाभार्थियों के चयन के संबंध में पूर्व से विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक-14.11.2022 द्वारा निर्गत प्रावधान में संशोधन किया जा रहा है-

विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक 14.11.2022 में लाभार्थियों के चयन संबंधी प्रावधान	लाभार्थियों के चयन संबंधी प्रस्तावित प्रावधान
6.(क) लाभार्थियों की स्क्रीनिंग राज्य स्तरीय सरकारी संस्थान अथवा राष्ट्रीय स्तर की किसी उत्कृष्ट प्रतिष्ठा वाली निजी एजेंसी द्वारा आयोजित संयुक्त चयन परीक्षा के माध्यम से	➤ बारहवीं बोर्ड परीक्षा में प्राप्तांक (Marks Obtained) के आधार पर बोर्डवार मेधा सूची तैयार की जायेगी। योजना हेतु प्रत्येक कोर्स के लिए बोर्डवार प्राप्त

किया जायेगा। परीक्षा के प्रारूप के संबंध में विस्तृत दिशा-निर्देश तथा Standard Operating Procedure (SOP) पृथक रूप से निर्गत किया जायेगा।

6.(ख) प्रवेश परीक्षा में प्राप्तांक (Marks Obtained) के आधार पर समेकित मेधा सूची तैयार की जायेगी। मेधा सूची एवं विद्यार्थी द्वारा दिये गये विकल्प तथा कोचिंग संस्थानों के लिए निर्धारित कुल सीटों के आधार पर कोचिंग संस्थानों में पढ़ाई के लिए चयनित किया जायेगा।

आवेदन के अनुपात में कुल सीटों का बोर्डवार आवंटन किया जाएगा। मेधा सूची के आधार पर विद्यार्थियों का पैनेल shortlist किया जाएगा जो अधिकतम दो वर्षों के लिए वैध होगा। प्रत्येक कोर्स के लिए उपलब्ध सीटों के 1.5 गुणा विद्यार्थियों को shortlist किया जाएगा। प्रत्येक कोर्स को ईकाई मानते हुए आरक्षण नीति का अनुपालन किया जाएगा। विद्यार्थियों के पैनेल में shortlist होना इस योजना के लाभ की गारंटी नहीं होगी। योजना के लाभ हेतु विद्यार्थियों को Empanelled कोचिंग संस्थानों में चयनित होते हुए नामांकन लेना अनिवार्य होगा।

- प्रत्येक चयनित कोचिंग संस्थान को इस योजना के अंतर्गत कोर्स विशेष हेतु अधिकतम सीटों की संख्या आवंटित की जाएगी। उक्त आवंटित सीट के विरुद्ध विद्यार्थियों के Shortlisted पैनेल में से जिन विद्यार्थियों के द्वारा संबंधित कोचिंग संस्थान में नामांकन लिया जाएगा उन विद्यार्थियों को इस योजना के अंतर्गत निःशुल्क कोचिंग कराया जाएगा। प्रत्येक चयनित कोचिंग संस्थान में विद्यार्थियों का चयन First-come-first-serve के आधार पर किया जायेगा, जबतक कि प्रत्येक कोचिंग संस्थान को संबंधित वर्ष के लिए आवंटित सीट भरा नहीं जाता है।

(ख) कोचिंग संस्थानों में लाभार्थियों के चयन में कार्मिक, प्रशासनिक सुधार एवं राजभाषा विभाग, झारखण्ड सरकार द्वारा समय-समय पर निर्गत आरक्षण नीति प्रभावी होगा।

(ग) विभिन्न प्रतियोगिता परीक्षाओं की तैयारी हेतु निःशुल्क कोचिंग के लिए लाभार्थियों की अधिकतम संख्या निम्नवत है:-

क्र० सं०	विवरण	लाभार्थियों की अधिकतम संख्या
(i)	संघ लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा की तैयारी हेतु	1000
(ii)	झारखण्ड लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा की तैयारी हेतु	2000
(iii)	बैंक पी0 ओ0 परीक्षा की तैयारी हेतु	2000
(iv)	बैंक लिपिक (Bank Clerical) परीक्षा की तैयारी हेतु	5000
(v)	रेलवे भर्ती बोर्ड परीक्षा की तैयारी हेतु	8500
(v)	कर्मचारी चयन आयोग परीक्षा की तैयारी हेतु	8500
	कुल	27000

(vi) योजना के क्रियान्वयन हेतु उच्च स्तरीय समिति का गठन किया जाना है जिसका स्वरूप निम्नवत है-

(a)	निदेशक, उच्च शिक्षा	-	अध्यक्ष
(b)	निदेशक, तकनीकी शिक्षा	-	उपाध्यक्ष
(c)	वित्त विभाग के प्रतिनिधि (उप सचिव से अन्यून)	-	सदस्य
(d)	मंत्रिमंडल सचिवालय एवं निगरानी विभाग (निगरानी प्रभाग) के उप सचिव स्तर से अन्यून प्रतिनिधि	-	सदस्य
(e)	सूचना प्रौद्योगिकी एवं ई-गवर्नेंस विभाग के प्रतिनिधि (उप सचिव से अन्यून)	-	सदस्य
(f)	कार्मिक, प्रशासनिक सुधार एवं राजभाषा विभाग से अनुसूचित जाति/अनुसूचित जनजाति के प्रतिनिधि (उप सचिव से अन्यून)	-	सदस्य
(g)	बैंकिंग क्षेत्र से State Level Banking Committee द्वारा नामित वरीय पदाधिकारी (one expert from DBT field) (Manager or above) preferably from the Disbursing Bank	-	सदस्य
(h)	उप निदेशक, उच्च शिक्षा	-	सदस्य सचिव
(i)	समिति के अध्यक्ष द्वारा प्राधिकृत विशेष आमंत्रित सदस्य		

इस योजना के क्रियान्वयन में किसी भी कठिनाई को दूर करने के लिए उक्त समिति सभी प्रकार के दिशा-निर्देश जारी करने हेतु प्राधिकृत होगी। उच्च स्तरीय समिति अपना निर्णय मंत्रिपरिषद् द्वारा लिये गये निर्णय के Consonance में लेगी। उक्त समिति के Powers and Functions का उल्लेख विस्तृत मार्गदर्शिका में कर दिया गया है।

(vii) कोर्स अवधि

इस योजना हेतु कोर्स अवधि न्यूनतम 06 माह तथा अधिकतम 02 वर्ष होगी।

(viii) वित्तीय प्रावधान:-

- (क) कोचिंग संस्थानों को विद्यार्थियों की संख्या एवं कोचिंग सत्र की अवधि के आधार पर शत-प्रतिशत ट्यूशन शुल्क का भुगतान किया जायेगा।
- (ख) प्रत्येक लाभार्थी को कोचिंग सत्र की अवधि तक सहायता राशि हेतु 2500/- ₹0 प्रतिमाह का भुगतान DBT के माध्यम से किया जायेगा जिसके लिए लाभार्थी का संबंधित कोचिंग संस्थान में न्यूनतम 75% उपस्थिति अनिवार्य होगा। लाभार्थियों के द्वारा इस संबंध में एक बाँड जमा किया जायेगा, जिसमें यह उल्लेखित होगा कि यदि लाभार्थी के द्वारा बिना उचित स्पष्टीकरण के कोर्स अवधि के किसी तीन माह में 75 प्रतिशत से कम उपस्थिति होगी, तो संबंधित लाभार्थी द्वारा कोचिंग की पूरी फीस उच्च एवं तकनीकी शिक्षा विभाग को वापस की जायेगी।
- (ग) प्रत्येक वर्ष इस योजना हेतु उपलब्ध राशि को एक बैंक में रखा जाएगा जिसे Disbursing Bank कहा जाएगा जिसके माध्यम से योजना संबंधित सभी प्रकार का भुगतान किया जाएगा। योजना के क्रियान्वयन हेतु एक वेब पोर्टल तैयार किया जाएगा जिसे Develop तथा Maintain करने की जिम्मेवारी Disbursing Bank की होगी।

(ix) अन्य प्रावधान-

एकलव्य प्रशिक्षण योजना अंतर्गत कोचिंग संस्थानों के द्वारा सुनिश्चित किया जाएगा कि उनके द्वारा कोचिंग में पढ़ाये जाने वाले किसी भी बैच में एकलव्य प्रशिक्षण योजना के लाभार्थी विद्यार्थियों का अनुपात 50 प्रतिशत से अधिक न हो।

(x) अनुश्रवण की व्यवस्था:-

(क) योजना के अनुश्रवण हेतु एक High Power Monitoring Committee के गठन का प्रस्ताव भी है जिसकी संरचना निम्नवत होगी-

विकास आयुक्त, झारखण्ड	अध्यक्ष
अपर मुख्य सचिव/प्रधान सचिव/सचिव, उच्च एवं तकनीकी शिक्षा विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, वित्त विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, सूचना प्रौद्योगिकी एवं ई-गवर्नेंस विभाग	सदस्य

अपर मुख्य सचिव/प्रधान सचिव/सचिव, स्कूली शिक्षा एवं साक्षरता विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, श्रम, नियोजन, प्रशिक्षण एवं कौशल विकास विभाग	सदस्य
State Level Banking Committee के प्रतिनिधि (not below the rank of Deputy General Manager)	सदस्य
निदेशक, उच्च शिक्षा	सदस्य सचिव

(ख) योजना के अनुश्रवण हेतु राज्य स्तर पर परियोजना प्रबंधन ईकाई (Project Monitoring Unit) का गठन किया जायेगा।

(xi) **बजटीय उपबंध:-**

उक्त योजना के कार्यान्वयन पर अनुमानित कुल वार्षिक व्यय निम्नवत होगा:-

भाग	विवरणी	कुल लाभार्थियों की संख्या	अनुमानित वार्षिक व्यय (लाख में)
I. कोचिंग संस्थानों का शुल्क			
(क)	संघ लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा हेतु कोचिंग @ Rs. 1,50,000/-	1000	1500.00
(ख)	झारखण्ड लोक सेवा आयोग की संयुक्त असैनिक सेवा प्रतियोगिता परीक्षा हेतु कोचिंग @ Rs. 1,00,000/-	2000	2000.00
(ग)	बैंक पी0 ओ0 परीक्षा की परीक्षा हेतु कोचिंग @ Rs. 50,000/-	2000	1000.00
(घ)	बैंक लिपिक (Bank Clerical) की परीक्षा हेतु कोचिंग @ Rs. 25,000/-	5000	1250.00
(ड.)	रेलवे भर्ती बोर्ड परीक्षा की परीक्षा हेतु कोचिंग @ Rs. 25,000/-	8500	2125.00
(च)	झारखण्ड कर्मचारी चयन आयोग एवं कर्मचारी चयन आयोग की परीक्षा हेतु	8500	2125.00

	कोचिंग @ Rs. 25,000/-		
		कुल	27000
			10000.00
II. लाभार्थियों को सहायता राशि			
(छ)	लाभार्थियों को सहायता @ Rs. 2,500/-प्रति माह	27000	8100.00
		कुल	8100.00
		कुल (I+II)	18100.00
III. (ज)	आकस्मिक निधि (Contingency Fund-5%)		905.00
		कुल	905.00
		सकल योग (I+II+III)	19005.00

- उपरोक्त व्यय विवरणी में मात्र बजटीय आकलन हेतु कोचिंग संस्थानों के कोर्स की फीस का उल्लेख किया गया है। कोचिंग संस्थानों द्वारा लिए जाने वाले वास्तविक फीस का निर्धारण चयनित कोचिंग संस्थानों के साथ हस्ताक्षरित किए जाने वाले Rate Contract के आधार पर किया जाएगा।
- व्यय विवरणी में उल्लेखित आकस्मिक निधि का उपयोग योजना के क्रियान्वयन (जैसे फर्नीचर पर व्यय, आईटी व्यय आदि) योजन के अनुश्रवण (जैसे PMU, Concurrent Audit संबंधी व्यय आदि) तथा प्रचार प्रसार पर किया जाएगा।

(xii) किसी भी लाभार्थी को योजना का मात्र एक बार ही तथा किसी एक कोर्स के लिए ही लाभ देय होगा।

3. अतः उपर्युक्त के आलोक में Detailed Guidelines for Eklavya Prashikshan Yojna पर मंत्रिपरिषद् द्वारा स्वीकृति प्रदान की गयी है। (अनुलग्नक-1)

4. एकलव्य प्रशिक्षण योजना की राशि का वहन राज्य स्कीम मुख्यशीर्ष-2202-सामान्य शिक्षा, 80-सामान्य, लघु शीर्ष-003-प्रशिक्षण एवं 796-जनजातीय क्षेत्र उपयोजना, 3प शीर्ष-01- छात्र-छात्राओं को कोचिंग की सुविधा मद में आवंटित राशि से होगा।

5. झारखण्ड राज्य के विद्यार्थियों को विभिन्न प्रतियोगिता परीक्षाओं की तैयारी कराने हेतु "एकलव्य प्रशिक्षण योजना " के कार्यान्वयन पर अनुमानित कुल वार्षिक व्यय भार 1,90,05,00,000/- (एक सौ नब्बे करोड़ पाँच लाख) रुपये मात्र होगी।
6. योजना के क्रियान्वयन हेतु Disbursing Bank के रूप में HDFC Bank की स्वीकृति प्रदान की गयी है।
7. योजना की विस्तृत मार्गदर्शिका के Schedule 2 में विभाग तथा Disbursing Bank के बीच एकरारनामा, Schedule 3 में विभाग तथा कोचिंग संस्थान के बीच Rate Contract प्रारूप संलग्न है, जिस पर स्वीकृति प्रदान की गयी है।
8. विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक-14.11.2022 को इस हद तक संशोधित समझा जाय। पूर्व में विभागीय संकल्प संख्या-3/यो.01-33/2022 (उ0शि0) 218/बजट, दिनांक-14.11.2022 द्वारा निर्गत एकलव्य प्रशिक्षण योजना के प्रावधानों को Detailed Guidelines for Eklavya Prashikshan Yojna अधिक्रमित करेगी।
9. प्रस्ताव पर मंत्रिपरिषद की बैठक दिनांक-11.08.2023 में मद संख्या-25 के रूप में स्वीकृति प्रदान की गयी है।

अनु0-यथोक्त ।

झारखण्ड राज्यपाल के आदेश से,

राहुल कुमार पुरवार,
सरकार के सचिव ।



**Department of Higher and Technical Education
Government of Jharkhand**

**DETAILED GUIDELINES
FOR
IMPLEMENTATION
OF
EKLAVYA PRASHIKSHAN YOJNA**

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Detailed Guidelines of Eklavya Prashikshan Yojna

To enhance employment opportunities available to the youth of Jharkhand, the State Government is launching the Eklavya Prashikshan Yojna. The scheme will provide free of cost coaching to students for preparation of competitive exams like Union Public Service Commission, Jharkhand Public Service Commission, Central/Jharkhand Staff Selection Commission, and exams for recruitment in Banking/Group 'A', 'B' and 'C' of Railways etc and a basic monthly payout of Rs 2500 for living expenses during the period of coaching. The Government of Jharkhand aims to benefit an estimated 27000 students from the scheme every year.

THE SCHEME

1. Short title and Commencement

- (a) This scheme shall be called as the “**Eklavya Prashikshan Yojna**”.
- (b) It shall come into force from the date of publication in the Official Gazette.

2. Definitions

Unless the context otherwise requires, the following **terms** shall have the meaning assigned against each of them under this scheme as follows: –

- (a) “Board” means any board of education recognised under any act of the State or Union Territory or Central Government.
- (b) “Coaching Institute” means a company registered in India under the Companies Act 1956, a partnership registered under the India Partnership Act 1932, a limited liability partnership firm registered under the Societies Registration Act, a trust registered under the Indian Trust Act 1882, or any other relevant act of the State or Union Territory.
- (c) “Disbursing Bank” means a scheduled commercial bank nominated by Department of Higher and Technical Education.
- (d) “DHTE” means the Department of Higher and Technical Education, Government of Jharkhand.
- (e) “MeitY” means Ministry of Electronics and Information Technology, Government of India
- (f) “Presence” means having permanent infrastructure (building) either owned, leased, or rented with minimum built-up area of 1800 sq. ft. with at least 1200 sq. ft. allocated for lecture halls or classroom in each geographical location.
- (g) “Scheme” means the Eklavya Prashikshan Yojna.
- (h) “School” means school providing secondary and higher secondary education and includes private schools under the administrative control of the boards/ councils active in the State of Jharkhand.
- (i) “State Government” means the Government of Jharkhand.
- (j) “Web Portal” means the Eklavya Prashikshan Yojna Portal and Mobile App to be developed and maintained by disbursing bank and hosted on State Data Centre of Jharkhand or any MeitY empanelled Cloud Service Provider.

3. **Minimum Eligibility Criteria**

The minimum eligibility criteria for students applying to the scheme is as follows: -

- (a) The student should have passed Class 10th and Class 12th (or equivalent) from any recognized school in the State of Jharkhand

OR

The student should possess a local residence certificate of Jharkhand.

- (b) The student must fulfil the eligibility criteria of the examination for which he/she is applying for coaching under the scheme.
- (c) The student should submit valid income certificate with annual family income less than Rs 8,00,000 (Rupees Eight lakh Only) issued by Sub-Divisional Officer / Circle Officer. This annual family income limit shall be automatically revised as per revision in the annual family income limit for OBC-NCL (Non-Creamy Layer) as notified by the Department of Personnel and Training, Government of India from time to time.

OR

The student should be covered under the National/State Food Security Scheme. The student shall submit a self-attested copy of the ration card as proof of being covered under National/State Food Security Scheme.

- (d) Beneficiaries of similar schemes of any other department (Ex: - ST, SC, Minority and Backward Class Welfare Department resolution no. 4127 dated 26/11/2018) shall not be eligible for dual benefit under this scheme. The student can avail the benefit only once under this scheme.

4. **Reservation**

The selection process shall strictly adhere to the state's reservation policy notified by the Personnel, Administrative Reforms and Rajbhasha Department, Government of Jharkhand as modified from time to time.

5. **Components of the Scheme**

The Eklavya Prashikshan Yojna shall have the following components: -

- (a) **Free Coaching Facility to the selected students**
For the preparation of competitive examinations like UPSC, JPSC, Banking, Railway, Central/Jharkhand staff selection commission etc., free of cost coaching facility in reputed coaching institutes will be provided to the students selected under this scheme.
- (b) **Monthly Assistance to Students**
An assistance amount of Rs 2500 per month will be paid to the selected students studying in coaching institutes under the scheme during the period of coaching.

6. Shortlisting of Students

- (a) The student shall register on the web portal by providing basic details like mobile no. and email id etc.
- (b) The student submits the application by providing details and uploading the required documents like Class 10th and Class 12th Examination certificates, income certificate, required undertaking etc.
- (c) The shortlisting of students under the scheme shall be done based on the percentage of marks obtained in Class 12th Examination.
- (d) A board wise list of students shall be prepared in decreasing order of their marks obtained in Class 12th examination. In case of a tie, the student with higher age i.e., the older student shall be placed higher. In case the tied students have same date of birth i.e., same age, then the student with lower family income as per the income certificate issued shall be placed higher on the list.
- (e) The total number of seats available to each board, under each course of study, shall be calculated in proportion to the total number of applications received from the board.
- (f) From the board wise list, students up to 1.5 times of the number of seats available to each board shall be shortlisted for verification of candidature by the DHTE.
- (g) After verification of candidature by the DHTE, the student shall be added into the panel of eligible students for the course.
- (h) In case the student fails the verification, the application of the student shall be rejected and the next student in the board wise list of students shall be included in the shortlist for verification of candidature by DHTE.
- (i) A course wise panel of students up to 1.5 times of the total number of seats available for the course shall be prepared by the DHTE and uploaded for approval by the High Level Committee.
- (j) The High-level committee shall approve this panel and publish the panel for wide circulation. Notifications shall be sent to each coaching institute and selected student on the web portal.
- (k) This course wise panel shall be valid for 02 years from the date of its publication by the High-level committee.
- (l) The panel shall be prepared in accordance with the reservation policy of State of Jharkhand considering each course as a unit.
- (m) The inclusion of the student in the panel does not in any way guarantee his/her selection under the scheme.
- (n) If the student has requisite qualification for applying into multiple courses, he/she may do so, subject to condition that, if selected by the coaching institute, the State Government shall pay the coaching fees for only 01(one) course of study.

Sample Illustration: -

Assume the total number of approved beneficiaries for a course be 1000. Assume total no. of applications received for the course be 10000.

Assume board wise break up of applicants be 6000 from JAC, 2000 from ICSE and 2000 from CBSE.

Hence the percentage share of total received applications shall be 60% from JAC and 20% for CBSE and ICSE each.

So, the total number of beneficiaries for the course shall be divided among boards in proportion of their number of applications.

Hence the number of beneficiaries shall be 600 from JAC and 200 each from ICSE and CBSE.

Hence a panel for 1.5 times of the total no. of beneficiaries/slots available i.e., 1500 students shall be prepared.

The panel shall contain 900, 300 and 300 beneficiaries from JAC, CBSE and ICSE Boards.

These respective no. of beneficiaries shall be shortlisted based on their marks in Class 12th Examination.

7. Selection of Students

- (a) After publication of the panel, the student shall seek admission in the coaching institute of his/her choice.
- (b) The web portal shall start receiving applications of students who have secured admission in the coaching institute 01 (one) day after the publication of the panel or as determined by the High-level committee.
- (c) The student shall select the name of the institute under which he/she has secured admission, upload the details of his/her bank account and submit the application for verification by the coaching institute.
- (d) The submitted application shall be verified and approved by the coaching institute.
- (e) The selection of students against each coaching institute shall be done on a first-come-first-serve basis, till the total number of seats allocated to each coaching institute is exhausted for a given year.
- (f) After approval from coaching institute the student shall upload a bond executed on non-judicial stamp paper stating that in case the student takes any action in contravention to the provisions of this scheme, he/she shall be liable to refund the coaching fees paid by the State Government to the coaching institute.
- (g) Post submission of the bond, the student is mapped to the coaching institute on the web portal and the 1st instalment of coaching fees is disbursed by the disbursing bank to the coaching institute.
- (h) The monthly assistance is transferred to the student from the immediate next month from the date of approval by coaching institute using Aadhaar Payments Bridge System (APBS) or any form of DBT calculated on pro-rata basis.
- (i) The payment of subsequent instalments and monthly assistance shall be as per Section 9 of the guidelines.
- (j) If a student fails to secure admission during the valid period of the panel, the selection shall be deemed to have lapsed.
- (k) The seats available to each coaching institute shall be filled as per reservation policy of State of Jharkhand.

8. Development of Web Portal

The web portal for the Scheme shall be developed and maintained by the disbursing bank or by an empanelled/authorised vendor/organisation on behalf of the disbursing bank. The disbursing bank shall be responsible for proper functioning of the web portal and conduct regular security audits of the portal by CERT-IN or SQTC certified labs as per the regulatory requirements. The web portal shall also adhere to the latest Guidelines for Indian Government Websites (GIGW) as modified from time to time. A Memorandum of Understanding/ Agreement in this regard shall be signed between the DHTE and the disbursing bank in this regard.

The graphical representation of the entire process is as follows: -



9. Disbursement of Subsequent Installments of Fees and Monthly Assistance to Students

- (a) The coaching institute shall submit the biometric attendance/any other verifiable form of attendance for each student mapped under them every month.
- (b) It shall be compulsory for the students to have minimum 75% attendance for the entire duration of the course.
- (c) The PMU shall scrutinize the attendance sheets uploaded by the institute and identify students who have failed to secure the required attendance.
- (d) In case the student has less than 75% attendance for a month, the monthly assistance for the specific month shall not be disbursed to the student.
- (e) In case the student has less than 75% attendance for any three (3) months within the period of study, the student shall submit a written explanation to the High-level committee stating the cause for such an absence on the web portal.
- (f) The High-level committee shall decide whether the explanation is satisfactory, if not satisfied the High-level committee shall invoke the bond signed between the student and the Department and direct the student to deposit the entire cost of his/her coaching in the designated bank account of this scheme with the disbursing bank within the stipulated time and upload a proof of the payment on the web portal.
- (g) In case the student withdraws or does not attend classes in the allocated coaching institute, no subsequent disbursements of fees shall be made to the coaching institute.
- (h) The coaching fees shall be paid on a quarterly basis or as agreed to in the rate contract.

10. Functional scope of Stakeholders in the web-portal

(a) Student

- (i) The student shall have access to his individual dashboard on the web-based portal containing information about application status, shortlisting for verification, selection in the course wise panel, monthly attendance sheet uploaded by coaching institute, periodic fee payment to coaching institute and monthly assistance amount paid by DHTE, and feedback submission at the end of the course.
- (ii) The student shall submit their bank account details on the web-portal for disbursement of monthly assistance.
- (iii) The students shall submit the details of selection in the empanelled coaching institute like name of the institute, period of coaching etc.
- (iv) The student shall be able to raise query/tickets to seek clarification on any payment/attendance discrepancy/any other query.
- (v) The student shall receive regular notifications via SMS/Email for periodic fee payments by DHTE, computerized attendance sheet upload by coaching institute and payment of monthly assistance by DHTE.
- (vi) The student shall be able to submit explanation for prolonged absence from coaching institute when directed by the from the High Level Committee.

(b) DHTE

- (i) The DHTE shall appoint designated Nodal Officer/s for accessing the web-based portal at the Department Level.
- (ii) The DHTE shall have access to its dashboard on the web-based portal containing information like coaching institute allotted for each student, monthly attendance sheet uploaded by the coaching institute, periodic fee payment details to the coaching institute, monthly assistance amount details paid to students etc.
- (iii) The DHTE shall approve and upload the course wise panel of students.
- (iv) The DHTE shall upload annual performance reports and concurrent audit reports of coaching institutes.
- (v) The DHTE shall approve the disbursement of subsequent instalments of fees to coaching institutes and monthly assistance to selected student.
- (vi) The DHTE shall initiate the recovery of coaching fees from students who fail to maintain requisite the level of attendance.

(c) Coaching Institute

- (i) The coaching institute shall have access to its dashboard on the web-based portal containing information like details of the students admitted to the coaching institute, fee payment for each student by DHTE.
- (ii) The coaching institutes shall verify the eligibility of student and approve or reject the application.
- (iii) The coaching institute shall upload biometric attendance sheets/any other verifiable form of attendance for each admitted student every month.
- (iv) The coaching institute shall upload final course wise selection details of each student annually.

(d) Disbursing Bank

- (i) The disbursing bank shall appoint designated officer/s for accessing the web-based portal.
- (ii) The disbursing bank shall develop and maintain the web-portal to its full functionality.
- (iii) The disbursing bank shall ensure periodic payment of coaching institute fee as per the payment schedule provided by the coaching institute.
- (iv) The disbursing bank shall ensure timely payment of monthly assistance to selected students.
- (v) The disbursing Bank shall supply any form of financial information as and when required by the High Level Committee.
- (vi) The disbursing Bank shall ensure the proper functioning of the web portal and provide helpdesk support for the students to resolve their grievances.

(e) Project Monitoring Unit (PMU)

- (i) The PMU shall verify the candidature of the student applied for coaching under the scheme.
- (ii) The PMU shall prepare the course wise panel of students for approval by the High Level Committee.
- (iii) The PMU shall scrutinize the monthly attendance sheets of students from coaching institutes and identify the students who fail to achieve requisite attendance level.
- (iv) The PMU shall monitor the financial aspects of the scheme and report any discrepancy to the High Level Committee.

11. Financial Implications of the Scheme

The annual financial implication of the scheme is given below: -

Sl. No.	Course	Maximum students to be benefited	Estimated yearly expenditure(in lakhs)
1	Union Public Service Commission (UPSC) Civil Services@Rs1,50,000 per student	1000	1500
2	Jharkhand Public Service Commission (JPSC)@Rs1,00,000 per student	2000	2000
3	Bank PO@Rs50,000 per student	2000	1000
4	Bank Clerical@Rs25,000 per student	5000	1250
5	Railway Recruitment Board exams@Rs25,000 per student	8500	2125
6	Staff Selection Commission@Rs25,000 per student	8500	2125
Sub Total (1)		27000	10000
7	Monthly assistance amount @Rs 2500 per student Sub Total (2)	27000	8100
Sub Total (1+2)		18100	
8	Contingency fund 5% Sub Total (3)	905	
9	Total Amount (1+2+3)	19005.00	

Estimated expenditure for the implementation of the scheme is **Rs 1,90,05,00,000** /- (One hundred ninety crore five lakhs only) per year including contingency fund of 5%. The contingency fund shall be utilized by the High-level committee for expenses relating to the implementation of scheme like establishment of PMU, purchase of furniture, IT solutions, publicity of the scheme, expenses of concurrent auditors etc.

The above estimation in the table is only indicative in nature and has been done for budgetary purposes only. The actual expenditure estimate will be arrived at as per the rate contract with individual coaching institutions. However, the overall annual expenditure under this scheme shall be within the total allocated budget

12. Constitution of High Level Committee

(a) The DHE will constitute a High-level committee to ensure oversight, monitoring, and implementation of the scheme. The following will be the members of the High-Level Committee: -

Director, Higher Education, Department of Higher & Technical Education, Government of Jharkhand	Chairperson
Director, Technical Education, Department of Higher & Technical Education, Government of Jharkhand	Vice-Chairperson
Representative from Department of Finance (Deputy Secretary or above)	Member
Representative from Cabinet Secretariat and Vigilance Department (Vigilance Section) (Deputy Secretary or above)	Member
Representative from Department of IT and E-Governance (Deputy Secretary or above)	Member
SC/ST Representative from Department of Personnel, Administrative Reforms and Rajbhasha (Deputy Secretary or above)	Member
One banking sector officers nominated by SLBC (expert from DBT field) (Manager or above) preferably from the disbursing bank	Member
Deputy Director, Higher Education, Department of Higher & Technical Education, Government of Jharkhand	Member Secretary
Special Invitees- as directed by Chairperson	

The Committee will convene quarterly or as and when directed by the Chairperson to monitor progress of the scheme and to deliberate on issues, if any regarding the smooth implementation of the scheme.

(b) The following are the powers and functions of the High-Level Committee:

- (i) To monitor the overall progress of the scheme.
- (ii) To approve eligibility documents required, SoPs (Standard Operating Procedure), DCF (Data Capture Formats), Process Flows, Functional Requirements etc. for the scheme.
- (iii) To approve the course wise panel of students eligible for benefits under the scheme.
- (iv) To alter/modify the ratio of students to be shortlisted for course wise slots available.
- (v) To approve all drafts of MoUs and Agreements.
- (vi) To empanel concurrent auditors and decide on their period of empanelment.
- (vii) To initiate periodic audits of the scheme related finances by the empanelled concurrent auditors.
- (viii) To deliberate and prepare annual progress report of the scheme.

- (ix) To analyse scheme related finances including the yearly fund required for smooth implementation of the scheme.
 - (x) To appoint the financial and disbursement authority as the signatory authority for the scheme.
 - (xi) To deliberate, approve and procure manpower, technological and hardware requirements pertaining to the scheme.
 - (xii) To grant relaxations in the process of empanelment of the coaching institutes with proper justifications followed by preparation of final list of empanelled institutes.
 - (xiii) To determine the number of seats to be allocated to each coaching institute for a given course of study.
 - (xiv) To appropriate the expenditure of the contingency fund within the total fund for the scheme.
 - (xv) To analyse and finalize the Annual Performance Reports of coaching institutes.
 - (xvi) To create and empower sub-committees for monitoring of the coaching institutes.
 - (xvii) To provide any information pertaining to the scheme as and when required by the High Power Monitoring Committee.
 - (xviii) To review the list of defaulted students who fail to get requisite attendance as prepared by the PMU and initiate suitable action against them.
 - (xix) To execute rate contract with the coaching institutes selected for empanelment after approval by the State Government.
 - (xx) To notify/alter/modify the opening and closing date of the web portal for receipt of applications every year.
 - (xxi) To notify the opening date of the portal for selection of students.
 - (xxii) To prepare the final list of coaching institutes after evaluation of their proposals.
 - (xxiii) To alter/change/modify the period of empanelment of coaching institute.
 - (xxiv) Any other decision related to the smooth implementation and functioning of the scheme.
- c. Any decision taken by the High Level Committee shall be in consonance with the decision of the State Cabinet.

13. High Power Monitoring Committee

- a. The State Government shall constitute a High Power Monitoring Committee under the Chairpersonship of Development Commissioner, Jharkhand for regular monitoring of the progress of the scheme.
- b. The High-power committee shall hold at least 2 (two) review meetings yearly to monitor the progress of the schemes.
- c. The High-power monitoring committee shall constitute of the following members: -

Development Commissioner, Jharkhand	Chairperson
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Higher and Technical Education	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Finance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Information Technology & E-Governance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of School Education and Literacy	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Labour, Employment, Training and Skill Development	Member
Representative of State Level Banking Committee (not below the rank of Deputy General Manager)	Member
Director, Higher Education, Department of Higher & Technical Education	Member Secretary

14. Selection and Empanelment of Coaching Institutes

The DHTE through the High-level committee shall prepare the final empanelment list of coaching institutes for the scheme. The detailed empanelment process is as follows: -

The empanelment of coaching institute shall be done through pre-qualification followed by evaluation of technical proposals.

The technical proposals shall be submitted in the form of a notarised affidavit stating that the institute possess all the pre-qualification criteria and providing supporting documents for each criteria.

The indicative list of Pre-Qualification criteria is as below: -

(a) Pre-Qualification Criteria

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The institute should be a company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm or Societies Registration Act or a trust registered under The Indian Trust Act 1882 or any other relevant/act of the State/UT, should be established for at least 5 years and functional for at least 3 years out of the last 5 years.	Copy of the Registration with taxation Department /Certificate of incorporation should be submitted.
2.	Institutes should have presence in more than one (1) state	Detailed layout and building plan of the coaching centre(s)/rent agreement/lease deed as applicable

3.	Institute should have an average enrolment of 100 students in eachcourse it has applied for empanelment for any 3 years taken together out of the last 5 years.	Admission Records of students
4.	Institute should have an Average Annual Turnover for any 3 yearstaken together out of the last 5 years, ending 31st March of the previous financial year of INR 1 Crore in the field of education.	Copy of P&L and balance sheet for past 5 years and CA certificate for the same, mentioning Average Turnover from business.
5.	Institute should have at least 5 full time faculty members on payroll withvaried expertise.	Undertaking could be provided stating the required, on company's letter head and is tobe notarized.
6.	PAN, GST, PF and ESI Registration is mandatory.	Copy of Valid PAN, GST, PF and ESI Registration Certificates.
7.	In the event of institute submitting any false credentials, the instituteshall be blacklisted for 5 (five) years.	An affidavit in this regard must be submitted on a stamp paper of Rs 100/-
8.	The institute should submit an undertaking (on non-Judicial stamp paper of Rs. 100/-, duly notarized) that it has neither been boycotted or blacklisted by any Government Institution for running coaching centres/institutes.	An affidavit in this regard must be submitted on a stamp paper of Rs 100/- dulynotarized.
9.	Institute should have an operational centre in Jharkhand or submit an undertaking to establish centre/s in Jharkhand, if empanelled under this scheme, within a period of 60 days from the date of empanelment	Relevant document stating existence of coaching institute in Jharkhand/ Undertaking for the same on company letter head

Only applications with required information provided on an affidavit and supporting documents provided in the order of their serial no. mentioned above shall be considered for evaluation. The High- level committee may alter/change/modify the pre-qualification criteria for **UPSC course only** under the Scheme and shall provide proper justification for any such alteration/change/modification.

(a) Selection Criteria
Technical Proposal (100 marks)

The technical proposals shall be evaluated based on graded marking scheme as provided below. The graded marking scheme have been clubbed together for courses based on the nature of examination, student appearing in the entrance examinations and posts available for selection.

(i) UPSC**Average Students Enrolled in the course applied for (20 marks)**

No. of Students	Score
100	2
101-999	One (1) additional mark for each additional 50 Students. (Maximum 19)
>=1000	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	5
11-39	One (1) additional mark for each additional 2 full time faculty members. (Maximum 19)
>=40	20

No. of years in operation (15 marks)

Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of states	Score
1-4	5
5-7	10
>7	15

Average Turnover over last three financial years (15 marks)

Turnover (Cr.)	Score
1-3	1
3.01-44.99	One (1) additional mark for each Rs 3 Crore increase in turnover. (Maximum 14)
>45	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-7200	5
7201-12600	10
>12600	15

(ii) Jpsc**Average Students Enrolled in the course applied for (20 marks)**

No. of Students	Score
100	2
101-999	One (1) additional mark for each additional 50 Students. (Maximum 19)
>=1000	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	5
11-39	One (1) additional mark for each additional 2 full time faculty members. (Maximum 19)
>=40	20

No. of years in operation (15 marks)

Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of states	Score
1	5
2-3	10
>3	15

Average Turnover over last three financial years (15 marks)

Turnover (Cr.)	Score
1-3	1
3.01-44.99	One (1) additional mark for each Rs 3 Crore increase in turnover. (Maximum 14)
>45	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-7200	5
7201-12600	10
>12600	15

(iii) Bank PO/ Clerical & SSC &RRB**Average Students Enrolled in the course applied for (20 marks)**

No. of Students	Score
100	2
101-1999	One (1) additional mark for each additional 100 Students. (Maximum 19)
>=2000	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	5
11-39	One (1) additional mark for each additional 2 full time faculty members. (Maximum 19)
>=40	20

No. of years in operation (15 marks)

Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of states	Score
2-4	5
5-7	10
>7	15

Average Turnover over last three financial years (15 marks)

Turnover (Cr.)	Score
1-3	3
3.01-44.99	One (1) additional mark for each additional Rs 3 Crore increase in Turnover. (Maximum 14)
>=45	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-7200	5
7201-12600	10
>12600	15

- (a) The High-level committee shall place the course wise list of empaneled coaching institutes and their proposed fee structure for approval by the State Government. It must also submit proper justification(s) for relaxations provided in the empanelment process of coaching institutes, if any.

15. Maximum Number of Coaching Institutes

The maximum number of coaching institutes to be empanelled and the maximum number of students to be benefitted for each course of study is as follows: -

Sl. No.	Course	Maximum coaching institutes to be empanelled	Maximum students to be benefitted
1	Union Public Service Commission (UPSC) Civil Services	05	1000
2	Jharkhand Public Service Commission (JPSC) Combined Civil Services	05	2000
3	Bank PO	05	2000
4	Bank Clerical		5000
5	Railway Recruitment Board Exams (RRB)	05	8500
6	Staff Selection Commission (SSC)	05	8500
Total		25	27000

16. Period of Empanelment

The coaching institutes shall be empanelled for a period **03 years**. The High-Level Committee may modify the period of empanelment, if the institute fails to perform satisfactorily in the annual review or violates any other terms of the rate contract. The High Level Committee, in case it deems fit, may extend the empanelment period by **01 year**.

17. Period of Course

The period of coaching for all the courses under the scheme shall be a minimum of **06(six) months** and a maximum of **02(two) years**.

18. Execution of Rate Contract

The High-level committee on receiving approval from the State Government for empanelment of coaching institute shall execute a separate rate contract with each empanelled coaching institute. The rate contract shall contain details like the period of the course, the fees to be charged by the coaching institute and maximum number of students to be allocated each year and the payment frequency etc.

19. Composition of Class/Section/Batch

The coaching institute may allot the students selected under this scheme to any class/batch/section as per their existing policy and procedures subject to the condition that number of the students selected under this scheme in any class/batch/section shall not be more than 50% of the total class/section/batch size. The High-level committee may relax this condition for coaching institute which do not have their centres/branches in the State of Jharkhand.

20. Yearly Review

The High-Level may conduct yearly review the performance of Coaching Institutes. The criteria for review of Institutes may be as follows: -

a. Student Feedback (30%): -

Feedback may be collected for each period of empanelment from all students admitted to the coaching institute under the scheme on parameters such as: -

- i. Quality of Faculty/Teachers (Maximum Marks 0-20)
- ii. Quality of Study Material/Test Series/Practice Papers (Maximum Marks 0-20)
- iii. Quality of Infrastructure/Allied Facilities (Maximum Marks 0-20)
- iv. Effectiveness and Periodicity of Doubt Clearing Sessions (Maximum Marks 0-20)
- v. Quality and Ease of Use of Digital Learning Tools (Maximum Marks 0-20)

b. Success Rate (70%)

The success rate of each coaching institute shall be calculated based on criteria decided by the High-level committee for students enrolled under the scheme. The range of such ratio will be from 0 to 100 percent.

Success Rate	Marks (Maximum 100)
0	0
1-5	20
5-10	40
10-15	60
15-20	80
20-25	90
25-100	100

The final score shall be calculated as weighted summation of (i) and (ii).

Ex -: A coaching institute obtains mark of (10,12,14,16,18) under the respective parameters in part (i) i.e., Student Feedback and obtains mark of (60) in part(ii) i.e., Success Rate, then the final score calculations will be as follows -:

Summation of Feedback Scores (A) = 10+12+14+16+18 = 70/100

Score obtained from Success Rate Table

(B) = 60/100 Weighted Feedback Score

(C) = 0.3*(A) = 21/30

Weighted Score from Success Rate Table (D) = 0.7*(B) = 42/70

Final Score obtained by the institute (out of 100) = (C) + (D) = 63

This final score will be calculated and placed before the High-level committee for each year of empanelment. The High-level committee may use this core for modification of the period of empanelment.

21. Internal Monitoring System

- (c) The High-Level Committee constituted by the DHTE shall have the responsibility for overall monitoring, coordination, and smooth implementation of the scheme.
- (d) The Project Monitoring Unit (PMU) of professional consultants shall be set up by DHTE to assist the High-level Committee in carrying out its mandated activities.
- (e) The Project Monitoring Unit (PMU) shall also provide any information as and when required by the High Power Monitoring Committee.
- (f) A call centre shall be established under the PMU to act as a helpdesk for resolving queries of students and coaching institutes regarding the scheme.

22. Concurrent Audits

In the spirit of utmost transparency, concurrent financial audits of the disbursing bank must be carried out by the empanelled concurrent auditors and detailed reports shall be placed in the High-Level Committee. The High-Level Committee shall analyse these reports and decide on the future course of action.

23. Settlement of Legal Disputes

All disputes arising out of any provisions in this scheme shall be settled by a Court of law in Ranchi, Jharkhand.

24. Awareness and Outreach Programs for the Scheme

As the targeted beneficiaries of this scheme are meritorious students of the state from economically weaker sections, a multi-level awareness campaign and outreach program shall be conducted by all the stakeholders as well as the entire state machinery for ensuring high participation in the scheme. The non-exhaustive list of activities to be performed by the stakeholders are as follows: -

- (a) Fixing of Posters and Banners with key highlights of the scheme at all schools, colleges, universities, and other Higher Education Institutions of the state.
- (b) Fixing of Posters and Banners across all State Government Offices

at district, subdivision, block, and panchayat level.

- (c) The District Collectors/Divisional Commissioners shall be responsible for public outreach and awareness activities of the scheme in their respective districts.
- (d) The DHTE shall publish advertisements regarding key highlights of the scheme in all leading newspapers of English and Hindi Language.
- (e) The DHTE shall publish advertisements in Cinema Halls/Multiplexes, FM Radio Centres, Targeted YouTube channels/geo-fenced locations regarding the key highlights of the scheme.
- (f) The DHTE shall request all Hon'ble Member of Legislative Assembly (MLA), Member of Parliament (M.P.) of Jharkhand to share key highlights of the scheme on their official social media accounts like Twitter, Facebook, Instagram, Koo etc.
- (g) The State Government shall affix posters of the scheme on all City Transport Buses, and other public transport system.
- (h) All empanelled Coaching Institutes shall prominently affix posters and banners of the scheme in all their branches/offices/centres of the state/outside the state.
- (i) All empanelled Coaching Institutes shall make available the link of Mukhyamantri Shiksha Protsahan Yojna web portal and soft copy of the detailed guidelines of the scheme on their admission section of their website prominently display it on their website homepage.
- (j) The School Education & Literacy Department shall conduct seminars/workshops/lectures by District Education Officers (D.E.O) and Block Education Officers (B.E.O) in all schools under their respective jurisdictions for spreading awareness about the scheme.

(25.) Schedule 1: Specimen of the Bond

Bond to be submitted by students securing admission under Eklavya Prashikshan Yojna

I, Mr./Ms./Miss. (name of the student) S/O, D/O, W/O (select whichever applicable) residing at (full address of the student) aged ___ years hereby state that I have secured admission into (name of coaching institute) and am selected for free coaching under the Eklavya Prashikshan Yojna.

I hereby declare that I shall maintain at least 75% monthly attendance during the entire course of study at (name of coaching institute).

I hereby declare that I shall put forward my explanation in written if I fail to maintain at least 75% monthly attendance for any 03(three) months out of my course period.

I hereby declare that the decision taken against me by the High-level committee set up by DHTE, in case of my violation of any terms and conditions of the detailed guideline shall be acceptable to me.

I hereby declare that I shall return the entire fees of coaching to the Department of Higher & Technical Education in case I fail to maintain 75%

attendance monthly attendance for any 3 months out of my course period and fail to provide satisfactory explanation for my prolonged absence, as determined by the High-level committee set up by DHTE.

Place:

Date

Signature

(Name)

(Note: It shall be mandatory to notarize the said bond on a stamp paper of value as determined by the Indian Stamp Act, 1899 and submit to the Department of Higher and Technical Education, Ranchi, Jharkhand within 30 days of admission into empanelled coaching institute.)

26. Schedule 2: Draft of the Agreement between DHTE and Disbursing Bank**AGREEMENT**

This Agreement is made on this day of month of

In between:

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, IN THE FIRST PART,

AND

The _____ (Designation of the Person), Jharkhand, (Name of the Bank) _____ (hereinafter referred to as the Disbursing Bank, which expression shall unless repugnant to its context, includes its successors and assignees) having its office at

_____, for and on behalf of the Disbursing Bank and all its subsidiary Banks and branches operated in the State of Jharkhand, and duly authorized by the Board of Directors of the Disbursing Bank, in THE SECOND PART

NOW THIS INDETURE IS WITNESSETH AS FOLLOWS: -

1. **Scope and Extent:** -That on and from the date of execution of this Agreement THE SECOND PART shall become the Disbursing Bank under the Eklavya Prashikshan Yojna ("Scheme") as notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX and no. XXXX dated XX.XX.XXXX
2. THE SECOND PART has been selected by THE FIRST PART for placing the fund allocated for implementation of the Scheme.
3. THE FIRST PART shall place fund on time to time with THE SECOND PART under the Scheme in a designated flexi bank account of the disbursing bank.
4. THE SECOND PART shall pay interest accrued as per the prevailing interest rate of THE SECOND PART to THE FIRST PART.
5. **Development of Web Portal-** The web portal for the Scheme shall be developed and maintained by SECOND PART or by an empanelled agency by THE SECOND PART. The SECOND PART shall also perform the following activities under the Scheme: -
 - (a) Ensure that it is hosted on the State Data Centre of Jharkhand/MeiTY Cloud Service Provider.
 - (b) Ensure that web portal adhere to the Guidelines for Indian Government Websites (GIGW- 2018) and is issued a Certified Quality Website (CQW) mark by SQTC, MeiTY, Government of India.
 - (c) Ensure periodic security audits of the web-portal by CERT-IN or STQC IT LABS empanelled auditors from time to time.
 - (d) Prepare the Wireframes, Functional Requirement Specifications (FRS), Software Requirement Specifications (SRS) and Business Requirement Document (BRD) document of the web portal and get the same approved by the High-level committee of the FIRST PART.

- (e) Conduct load testing and performance testing of the web portal.
- (f) Establish and operate toll free helpline number(s) for queries regarding the scheme or any technical issues raised by stakeholders of the scheme.
- (g) Establish secured data storage facilities for storing all scheme related information.
- (h) make provisions in the portal to access external APIs as and when required by THE FIRST PART.
6. THE SECOND PART shall appoint designated officer/s for accessing the web-based portal.
7. THE FIRST PART shall appoint designated Nodal Officer/s for accessing the web-based portal at the Department Level.
8. THE FIRST PART shall access the web portal with a view to check KPIs of the scheme like No. of applications received, approved, rejected etc, analyse and incorporate modifications into its process or policy.
9. **Change Management:** THE SECOND PART accepts to resolve critical changes and non-critical changes within..... and..... hours respectively. The categorisation of and non-blocking change shall be done by THE FIRST PART.
10. **Timeline for Development of Portal:** THE SECOND PART accepts to develop the portal withindays from the date of the signing of this agreement.
11. **Additional Cost to be charged for development of Web Portal:** THE SECOND PART accepts to develop and maintain the web portal at no additional cost from THE FIRST PART.
12. **Bug Resolution:** THE SECOND PART accepts to resolve all bugs relation to the web portal within a period ofhours from the time of reporting of the bug.
13. **Interpretation:** - If any question arises with regard to the interpretation of any of the provisions of the Arrangement or of any directions or instructions or clarification given in connection therewith, the decision of THE FIRST PART shall be final.
14. **Supplementary and Additional Provisions:** In respect of any matter not specifically provided for in this agreement, THE FIRST PART through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.
15. **Confidentiality:** The term "Confidential Information" for the purpose of this clause means any information, including information created by or for the other Part, whether written or oral (which is confirmed in writing by disclosing party within 15 (fifteen) days of such oral disclosure) , which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Part or any of its affiliates, or any client of either Part.
- a) Either part shall keep any Confidential Information with the same degree of care as it would treat its own confidential information of similar nature, which degree of care in no case shall be less than reasonable.
- b) Either part shall use the Confidential Information only for the purposes of this Agreement and not for any other purposes.
- c) Either part shall cause all its employees or agents who have been given access to the Confidential Information bound by the confidentiality obligations of this Agreement.

- d) Nothing in this Article shall prevent a Part from treating confidential information as non-confidential, if such information is:
- e) In the possession of, or was known to such Part prior to its receipt, without an obligation to maintain its confidentiality;
- f) Becomes generally known to the public without violation of this agreement by such Part;
- g) Obtained by such Part from a person
 - i. Who such Part does not know to have violated, or to have obtained such information in violation of any obligation to another person or the other Party with respect to such information;
 - ii. Who does not require such Part to refrain from disclosing such information;
 - iii. Who has the right to disclose it, without the obligation to keep such information confidential.
- h) Independently developed by such Part without the use of confidential information and without the participation of individuals who have had access to confidential information.
- i) Is required to be disclosed by such Part under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject.

16. Indemnification: Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and their respective, officers and directors, against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

17. Consequences of breach and penalties: In the event of breach, THE FIRST PART shall have the right to recover any direct loss, damage, or cost of hardship from THE SECOND PART caused due to the breach of the terms of this Agreement. The decision must be mutually agreed to by both the parties. Both the parties shall have recourse to arbitration in case of any dispute regarding the said determination.

18. Force Majeure: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise

directed by THE FIRST PART, THE SECOND PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Arbitration: THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi, Jharkhand. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

20. Settlement of Legal Disputes: This Agreement shall be governed by the Laws for the time being in force in India and Courts in Ranchi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

21. Intellectual Property Rights: All Intellectual Property Rights under the agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any), THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any),. It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.

THE SECOND PART hereby undertakes;

- a) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.
- b) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the Agreement.
- c) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.

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- d) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.
 - e) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.

22. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSES:1.

(Director, Higher Education)

2.

(Disbursing Bank)

27. Schedule 3: Draft of Rate Contract between DHTE and Coaching Institute**AGREEMENT**

This Agreement is made on this day of month of

In between:

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, IN THE FIRST PART,

AND

M/s _____ a company registered in India under the Companies Act 1956, a partnership registered under the India Partnership Act 1932, a limited liability partnership firm registered under the Societies Registration Act, a trust registered under the Indian Trust Act 1882, or any other relevant act of the State or Union Territory and having its office at _____ (hereinafter called as “Coaching Institute”) IN THE SECOND PART.

WHEREAS the FIRST PART requires to empanel Coaching Institute under the EKLAVYA PRASIKSHAN YOJNA (“Scheme”) to provide free coaching facility to students (“Coaching”).

WHEREAS the SECOND PART provides coaching as per the requirement of under the Scheme and it has offered to provide such coaching as per the terms set out in the detailed guidelines of the Scheme.

BY THESE PRESENTS IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope and Extent:** -That on and from the date of execution of this Agreement THE SECOND PART shall become the empanelled Coaching Institute as per the detailed guidelines made under the Scheme notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX. XX. XXXX, No. XXX dated XX. XX. XXXX, No. XXX dated XX. XX. XXXX and no. XXXX dated XX.XX. XXXX
2. The SECOND PART shall be empanelled for a period **03 years**. The FIRST PART can modify the period of empanelment, if the SECOND PART fails to perform satisfactorily in the annual review or violates any other terms of the agreement. The FIRST PART, in case it deems fit, can extend the empanelment period by **01 year**.
3. The SECOND PART has been empanelled under course of the Scheme and has been allocated seats by the FIRST PART for admitting students under the Scheme.

4. That the empanelment will be effective from the above mentioned day and date.
5. The payment of fees to the SECOND PART shall be paid quarterly or as per the payment schedule provided by it.
6. The SECOND PART may allot the students selected under this scheme to any class/batch/section as per their existing policy and procedures subject to the condition that number of the students selected under this scheme in any class/batch/section shall not be more than 50% of the total class/section/batch size. *(This clause may be relaxed by the High Level Committee)*
7. The FIRST PART may conduct yearly review of the SECOND PART as per the relevant sections in the detailed guidelines of the Scheme.
8. The period of coaching and coaching fees for the students admitted to the SECOND PART under the scheme shall be as follows: -

Period of Coaching	Coaching Fees (inclusive of all taxes)
(To be provided by the FIRST PART)	(To be provided by the FIRST PART)

9. The SECOND PART has been approved by the Government of Jharkhand for empanelment as a coaching institute under the Scheme.
10. The SECOND PART shall verify the eligibility of student and approve or reject the application of student under the Scheme.
11. In case of any discrepancy/unfair practice in the selection of students, it shall be the complete legal liability of the SECOND PART for any legal cases arising out of such selection.
12. The SECOND PART shall upload biometric attendance sheets/any other verifiable form of attendance for each admitted student every month.
13. The SECOND PART shall upload course wise final selection details of each student annually admitted under the scheme.
14. The SECOND PART shall be subjected to concurrent audits as per the terms of the Scheme.
15. In event of failure on the part of the SECOND PART in compliance to the terms of this agreement, the FIRST PART shall issue a show cause notice to the SECOND PART, the reply to which shall be submitted within 30 (thirty) days of issuance of such a notice. If the response of the SECOND PART is found to be unsatisfactory by the FIRST PART, it shall remove the SECOND PART from the list of empanelled coaching institutes and take appropriate actions as per the Scheme.
- 16. Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and their respective, officers and directors, against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

17. **Force majeure:** Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. **Arbitration:** THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.
19. **Settlement of legal disputes:** This Agreement shall be governed by the Laws in force for the time being in force in India and Courts in Ranchi, Jharkhand only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.
20. **Intellectual Property Rights:** All Intellectual Property Rights under the Agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any),. THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any), It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.
- THE SECOND PART hereby undertakes;
- (i) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.

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- (ii) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the Agreement.
- (iii) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.
- (iv) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.
- (v) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.
21. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

(DHTE)

(Coaching Institute)
