झारखण्ड सरकार

उच्च एवं तकनीकी शिक्षा विभाग

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संकल्प

विषयः— उच्च एवं तकनीकी शिक्षा विभागान्तर्गत 08 नये राजकीय पोलिटेकनिक संस्थान यथा राजकीय पोलिटेकनिक, खूँटी, चतरा, लोहरदगा, हजारीबाग, जामताड़ा, गोड्डा, बगोदर एवं पलामू का PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) के सहयोग से संचालन किये जाने हेतु अनुमानित व्यय रूपये 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र की स्वीकृति के संबंध में।

उच्च एवं तकनीकी शिक्षा विभागान्तर्गत सरकारी क्षेत्र में 17 पोलिटेकनिक संस्थान (13 राजकीय पोलिटेकनिक एवं 04 राजकीय महिला पोलिटेकनिक संस्थान) एवं पी0पी0पी0 मोड में 08 पोलिटेकनिक संस्थान संचालित है। वर्तमान में 08 जिलों यथा– खूँटी, चतरा, लोहरदगा, हजारीबाग, जामताड़ा, गोड्डा, बगोदर एवं पलामू में पोलिटेकनिक भवन बनकर तैयार है। सभी 08 नये पोलिटेकनिक को PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) के सहयोग से संचालन किया जाना है।

PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) "Not for Profit Company" under Section-8 of Company Act - 2013 के तहत निबंधित है, जिसे विशेष प्रयोजन वाहन (Special Purpose Vehicle) के रूप में राज्य सरकार द्वारा नामित/गठित किया गया है, जिसका Partnership सरकारी उपक्रमों (NABARD, NSDC) और PSUs (HPCL, CII & Sir Dorabji TATA Trust) के साथ है। PREJHA के अध्यक्ष, टाटा स्टील के पूर्व प्रबंध निदेशक; सह–अध्यक्ष, विकास आयुक्त, झारखण्ड और सदस्य सचिव, अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक और पिछड़ा वर्ग कल्याण विभाग के सचिव हैं। यह संस्था आवश्यकतानुसार चयनित पाठ्यक्रम में छात्रों को बेहतर शिक्षण–प्रशिक्षण एवं उनका शत–प्रतिशत प्लेसमेंट करवाती है और इस समय PREJHA Foundation राज्य में ITI, Tharpakhna और 08 Nursing Colleges का सफलतापूर्वक संचालन कर रही है। साथ ही, यह गरीब छात्रों को अध्ययन हेतु बैंक के माध्यम से शत–प्रतिशत ऋण की व्यवस्था कर छात्रों को नियोजन के पश्चात् ऋण के Repayment की व्यवस्था न्योक्ता के माध्यम से EMI द्वारा भी करवाती है।

PREJHA Foundation द्वारा शत–प्रतिशत प्लेसमेंट आधारित तकनीकी शिक्षण पाठ्यक्रम का संचालन करने से राज्य के छात्र–छात्राओं में तकनीकी शिक्षण के प्रति रूझान बढ़ेगा, जिससे राज्य के उच्च शिक्षा में सकल नामांकन अनुपात 17 से बढ़कर राष्ट्रीय स्तर पर सकल नामांकन अनुपात 27.3 के बराबर होने में सहायता प्राप्त होगी।

सरकार द्वारा Kaushal Vidya Entrepreneurship, Digital and Skill University Act (झारखण्ड अधिनियम संख्या–10, 2022) पारित है। उक्त अधिनियम के आलोक में विश्वविद्यालय की स्थापना की जा रही है, जिसके संचालन हेतु PREJHA Foundation राज्य नोडल एजेंसी है।

विभागीय संकल्प संख्या–831, दिनांक–25.08.2022 के माध्यम से वित्तीय नियमावली की कंडिका 235 को शिथिल करते हुए झारखण्ड वित्त नियमावली की कंडिका 245 के तहत मनोनयन के आधार पर PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) के सहयोग से विभागान्तर्गत 08 नये पोलिटेकनिक संस्थानों के संचालन की स्वीकृति प्रदान की गयी है।

राजकीय पोलिटेकनिक संस्थानों के संचालन के लिए PREJHA द्वारा Capital Expenditure एवं Reserve Fund के रूप में रू0 9.70 करोड़ प्रति पोलिटेकनिक संस्थान का आकलन किया गया है। जिसका उल्लेख PREJHA Foundation द्वारा उपलब्ध कराये गये Detailed Project Report में किया गया है। इस प्रकार विभागान्तर्गत 08 नये राजकीय पोलिटेकनिक संस्थानों का संचालन PREJHA Foundation के द्वारा कराये जाने पर Capital Expenditure एवं Reserve Fund के रूप में अनुमानित व्यय रूपये 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र होने की संभावना है। उक्त राशि के अलावे भविष्य में संस्थान के संचालन के लिए आवर्त्तक व्यय मद मे कोई राशि देय नहीं होगी। PREJHA के द्वारा छात्रों के लिए शत–प्रतिशत ऋण की व्यवस्था करायी जायेगी, ताकि प्राथमिकता के आधार पर गरीब छात्र अधिक से अधिक संख्या में तकनीकी शिक्षा प्राप्त कर सके एवं नियोजन के साथ न्योक्ता के माध्यम से ऋण के Repayment की व्यवस्था भी की जायेगी।

विभागान्तर्गत 08 नये राजकीय पोलिटेकनिक संस्थानों का संचालन PREJHA Foundation के द्वारा कराये जाने पर राज्य सरकार/छात्रों को मुख्य रूप से निम्न लाभ होगा –

i. प्रारम्भ में एक बार Capital Expenditure एवं Reserve Fund मद में राशि देना होगा एवं भविष्य में आवर्त्तक व्यय देने की आवश्यकता नहीं होगी, जिससे राज्य सरकार पर वित्तीय बोझ कम होगा।

ii. PREJHA एक Non-Profiting Organization है, जिसका मूल उद्देश्य शिक्षण एवं प्रशिक्षण के माध्यम से समाजिक उत्थान के लिए लगातार प्रयास करना है। PREJHA में PanIIT का 60% एवं राज्य सरकार का 40% हिस्सेदारी है।

iii. गरीब छात्र के लिए आसानी से बैंक ऋण की व्यवस्था होगी, जो छात्रों के नियोजन उपरांत उनके वेतन से कटौती कर बैंक को वापस होगा, जिसमें PREJHA मुख्य भूमिका निभायेगा।

iv. पढ़ाये जाने वाले ट्रेड का चयन, उद्योग के आवश्यकता के अनुरूप रखा जायेगा, जिसके लिए PREJHA लगातार सर्वे करते रहेंगे।

v. 100% Placement Model के आधार पर शिक्षण एवं प्रशिक्षण कार्य किया जायेगा।

vi. PREJHA के निर्णय लेने के प्रक्रिया में Flexibility रहने के कारण उद्योग के क्षेत्र एवं Best Practices के अनुरूप पाठ्यक्रम एवं प्रशिक्षण दिया जायेगा।

vii. बारहवीं कक्षा उत्तीर्ण छात्रों का दो वर्षों का Diploma Course के उपरांत छात्रों के लिए एक वर्ष का On Job Training (OJT) की व्यवस्था होगी, जिसके तहत शत प्रतिशत नियोजन की संभावना बनी रहेगी।

2. उच्च एवं तकनीकी शिक्षा विभाग के कार्यालय आदेश संख्या–823, दिनांक–15.09.2022 के द्वारा समिति गठित कर PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) के प्रस्ताव की समीक्षा की गयी। समीक्षा करते हुए समिति के द्वारा PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) को कुल 9.70 करोड़ प्रति पोलिटेकनिक अर्थात कुल 08 पोलिटेकनिक के

संचालन के लिए रूपये 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र का आवंटन 03 Phase में करने की अनुशंसा की गयी है।

3. उक्त के आलोक में विभागान्तर्गत 08 नये राजकीय पोलिटेकनिक संस्थान यथा– खूँटी, चतरा, लोहरदगा, हजारीबाग, जामताड़ा, गोड्डा, बगोदर एवं पलामू के संचालन हेतु PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) को कुल 9.70 करोड़ प्रति पोलिटेकनिक की दर से रूपये 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र 03 Phase में उपलब्ध कराने हेतु विभागीय संलेख ज्ञापांक– त0शि0प्र0विविध–09/2022–286, दिनांक–15.03.2023 में निहित प्रस्ताव पर योजना प्राधिकृत समिति की दिनांक–22.03.2023 की बैठक में निम्न शर्तों के साथ प्रस्ताव पर अनुशंसा प्रदान की गयी है–

(i) Prejha Foundation के साथ किये जानेवाले एकरारनामा प्रारूप पर मंत्रिपरिषद का अनुमोदन प्राप्त कर लिया जाय।

(ii) Prejha Foundation को राशि का भुगतान एकरारनामा होने के उपरान्त किया जाय।

योजना प्राधिकृत समिति की अनुशंसा के आलोक में एकरारनामा प्रारूप तैयार किया गया। PREJHA Foundation के द्वारा प्रस्तावित एकरारनामा के कतिपय शर्तों पर आपत्ति की गयी थी। उक्त के आलोक में PREJHA Foundation के साथ प्रस्तावित एकरारनामा के शर्तों के निर्धारण हेतु उच्च एवं तकनीकी शिक्षा विभाग के आदेश संख्या–643, दिनांक–14.06.2023 द्वारा विकास आयुक्त, झारखण्ड की अध्यक्षता में समिति गठित की गयी, जिसमें PREJHA Foundation के प्रतिनिधि भी सम्मिलित थे। उक्त समिति की दिनांक–03.07.2023 को आयोजित बैठक में प्रस्तावित एकरारनामा के शर्तों पर निर्णय लिया गया। उक्त बैठक में लिये गये निर्णयानुसार एकरारनामा प्रारूप तैयार किया गया है, जो **अनु0–1** के रूप में संलग्न है। उक्त बैठक में Prejha Foundation के द्वारा सभी प्रकार के क्रय PREJHA's Procurement Policy के अनुसार किये जाने के प्रस्ताव पर मंत्रिपरिषद् की स्वीकृति प्राप्त करने का भी निर्णय लिया गया।

4. अतः योजना प्राधिकृत समिति की दिनांक–22.03.2023 की बैठक में की गयी अनुशंसा तथा उच्च एवं तकनीकी शिक्षा विभाग के आदेश संख्या–643, दिनांक–14.06.2023 द्वारा विकास आयुक्त, झारखण्ड की अध्यक्षता में गठित समिति के निर्णयानुसार प्रस्ताव तैयार किया गया।

5. तदनुसार विभागान्तर्गत 08 नये राजकीय पोलिटेकनिक संस्थान यथा–खूँटी, चतरा, लोहरदगा, हजारीबाग, जामताड़ा, गोड्डा, बगोदर एवं पलामू के संचालन हेतु PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) को कुल 9.70 करोड़ प्रति पोलिटेकनिक की दर से रूपये 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र 03 Phase में उपलब्ध कराने हेतु निम्न निर्णय लिये जाते हैं–

A) Prejha Foundation के द्वारा Kaushal Vidya Entrepreneurship, Digital and Skill University के माध्यम से सभी 08 पोलिटेकनिक संस्थानों का संचालन एक साथ किया जाय।

B) Prejha Foundation को पोलिटेकनिक संस्थानों के संचालन हेतु उनके DPR में उल्लेखित राशि रू0 9.70 करोड़ प्रति पोलिटेकनिक के आधार पर कुल राशि रू0 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) मात्र 03 Phase में निम्नवत उपलब्ध कराया जाय –

B.1) Phase-I–रू0 4.00 करोड़ प्रति पोलिटेकनिक

B.1.1) Prejha Foundation के द्वारा Phase-I में पोलिटेकनिक संस्थानों के संचालन हेतु निम्न कार्य किया जायेगा, जिसके लिए रू0 2.50 करोड प्रति पोलिटेकनिक देय होगा –

(i) Finalization of List of Equipment / Furniture etc. as per Selected Course.

(ii) Training Infrastructure, Learning Infrastructure & Hostel Infrastructure for 1st Year.

(iii) Lab & Other Infrastructure setup required for 1st Year.

(iv) Audit Report & Utilization Certificate of work done in Phase-I.

B.1.2) इसके अतिरिक्त Phase-I में रू0 1.50 करोड की राशि Reserve Fund के रूप में दी जायेगी। जिसका इस्तेमाल Working Capital requirement, Incidental Work, Enabling Skill Loan etc. के लिए की जायेगी।

B.2) Phase-II–रू0 3.00 करोड़ प्रति पोलिटेकनिक

B.2.1) Phase-II में निम्न कार्य किया जायेगा, जिसके लिए रू0 2.30 करोड प्रति पोलिटेकनिक देय होगा –

(i) Lab & Other Infrastructure setup required for students till 2nd year.

(ii) Training Infrastructure, Learning Infrastructure & Hostel Infrastructure for 2nd Year.

(iii) Audit Report & Utilization Certificate of work done in Phase-II

B.2.2) इसके अतिरिक्त Phase-II में रू0 70.00 लाख की राशि Reserve Fund के रूप में दी जायेगी। जिसका इस्तेमाल Working Capital requirement, Incidental Work, Enabling Skill Loan etc. के लिए की जायेगी।

B.3) Phase-III– रू0 2.70 करोड़ प्रति पोलिटेकनिक

B.3.1) Phase-III में निम्न कार्य किया जायेगा, जिसके लिए रू0 2.20 करोड़ प्रति पोलिटेकनिक देय होगा –

(i) Lab & Other Infrastructure setup required for students till 3rd year or fund required for any expense related to on the job training as per curriculum. In case, 2 years lateral entry diploma courses are chosen, then the funds allotted for Phase-II can be utilized for the remaining work of Phase-II such as lab and other infrastructure setup, Training Infrastructure, Learning Infrastructure & Hostel Infrastructure for 2nd Year.

(ii) Training Infrastructure, Learning Infrastructure & Hostel Infrastructure for 3rd Year.

(iii) Audit Report & Utilization Certificate of work done in Phase-III.

B.3.2) इसके अतिरिक्त Phase-III में रू0 50.00 लाख की राशि Reserve Fund के रूप में दी जायेगी। जिसका इस्तेमाल Working Capital requirement, Incidental Work, Enabling Skill Loan etc. के लिए की जायेगी।

6. अन्य शर्त्तेः–

A) Prejha Foundation के द्वारा सभी प्रकार के क्रय PREJHA's Procurement Policy के अनुसार किया जायेगा। PREJHA Procurement Policy पर Prejha Foundation के Board का अनुमोदन प्राप्त है।

PREJHA's Procurement Policy अनु0–2 के रूप में संलग्न है, जिस पर मंत्रिपरिषद् की स्वीकृति प्राप्त है।

B) Phase-II के लिए आवंटित राशि Phase-I में Prejha Foundation को दिये गये राशि का Audit Report & Utilization Certificate समर्पित करने के उपरान्त ही Phase-II की राशि निर्गत की जायेगी। उसी प्रकार Phase-II में Prejha को उपलब्ध कराये गये राशि का Audit Report & Utilization Certificate समर्पित करने के उपरान्त ही Phase-III की राशि Prejha Foundation को निर्गत की जायेगी। Prejha Foundation के द्वारा CAPEX Grant का Audit Report तथा Utilization Certificate विभाग को समर्पित किया जायेगा। Prejha Foundation के द्वारा OPEX का Audited Balance Sheet भी प्रतिवर्ष जमा किया जायेगा।

C) चूंकि Prejha Foundation के द्वारा Kaushal Vidhya Entrepreneurship, Digital and Skill University के माध्यम से इन 08 पोलिटेकनिक संस्थानों का संचालन किया जायेगा, इसलिए उक्त विश्वविद्यालय के द्वारा इन 08 पोलिटेकनिक संस्थानों में संचालित किये जाने वाले सभी Courses तथा उसके Nomenclature पर निर्णय लिया जायेगा। चयनित Course के अनुसार Kaushal Vidhya Entrepreneurship, Digital and Skill University के द्वारा Relevant Regulatory Body के Applicable Norms का अनुपालन सुनिश्चित किया जायेगा।

D) एकरारनामा हस्ताक्षरित करने के दो वर्षों के उपरान्त Prejha Foundation के द्वारा विकसित किये गये लैब, वर्कशॉप, तथा आधारभूत संरचना का Academic Auditing कराया जाएगा। विभाग के द्वारा Kaushal Vidhya Entrepreneurship, Digital and Skill University के माध्यम से तथा उक्त विश्वविद्यालय के परामर्श के अनुसार विशेषज्ञों की समिति बनाकर पोलिटेकनिक संस्थानों का Academic Auditing कराया जाएगा।

E) इस योजनान्तर्गत Prejha Foundation को उपलब्ध कराये गये राशि से क्रय किये गये/निर्मित सभी चल–अचल सम्पत्ति पर योजना के अवधि तक Prejha Foundation का स्वामित्व होगा। योजना अवधि समाप्ति पर क्रय किये गये/निर्मित सभी चल–अचल सम्पत्ति सरकार को हस्तांतरित हो जायेगी।

F) इस योजना के लिए कुल 9.70 करोड़ प्रति पोलिटेकनिक के दर से रू0 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) की राशि के अतिरिक्त उक्त 08 पोलिटेकनिक संस्थानों के संचालन हेतु Prejha Foundation को राज्य सरकार के द्वारा अन्य कोई राशि नहीं दी जाएगी।

G) कुल रू0 77.60 करोड़ (सत्तहतर करोड़ साठ लाख रूपये) की राशि की स्वीकृति एक साथ प्रदान की जाय, किन्तु उक्त राशि उपर्युक्त निर्धारित प्रक्रियानुसार Phase wise उपलब्ध कराया जाएगा।

H) Prejha Foundation के द्वारा उक्त 08 पोलिटेकनिक संस्थानों का संचालन हेतु प्रस्तावित एकरारनामा की अवधि 30 वर्षों की होगी, जिस अवधि को आपसी सहमति से निर्धारित शर्तों के अधीन बढ़ाया जा सकेगा।

I) उपरोक्त के आलोक में Prejha Foundation के साथ एकरारनामा (अनु0–1) हस्ताक्षरित किया जाएगा।

7. इस योजना के अन्तर्गत–

7.1 उक्त व्यय का वहन राज्य स्कीम मुख्य शीर्ष 2203–तकनीकी शिक्षा–लघु शीर्ष–004–अनुसंधान–उप शीर्ष–A5–गैर सरकारी शिक्षण संस्थानों को सहायक अनुदान–विस्तृत शीर्ष–06–अनुदान के सहायता अनुदान सामान्य ईकाई के अन्तर्गत उपबंधित राशि में से विकलनीय होगा तथा; (विपत्र कोड–43S220300004A5010679)

7.2 राज्य स्कीम मुख्य शीर्ष 2203–तकनीकी शिक्षा–लघु शीर्ष–796–जनजातीय क्षेत्र उपयोजना–उप शीर्ष–A5–गैर सरकारी शिक्षण संस्थानों को सहायक अनुदान–विस्तृत शीर्ष–06–अनुदान के सहायता अनुदान सामान्य ईकाई के अन्तर्गत उपबंधित राशि में से विकलनीय होगा। (विपत्र कोड–43S220300796A5010679)

7.3 उक्त राशि के निकासी एवं व्ययन पदाधिकारी, सहायक निदेशक–सह–निकासी एवं व्ययन पदाधिकारी, तकनीकी शिक्षा निदेशालय, उच्च एवं तकनीकी शिक्षा विभाग, रॉची होंगे तथा झारखण्ड प्रौद्योगिकी विश्वविद्यालय, रॉची के माध्यम से Prejha Foundation को राशि विमुक्त की जायेगी।

8. योजना प्राधिकृत समिति की दिनांक–22.03.2023 की बैठक में निम्न शर्तों के साथ Phase Wise राशि उपलब्ध कराने के प्रस्ताव पर अनुशंसा प्रदान की गयी है–

(i) Prejha Foundation के साथ किये जानेवाले एकरारनामा प्रारूप पर मंत्रिपरिषद का अनुमोदन प्राप्त कर लिया जाय।

(ii) Prejha Foundation को राशि का भुगतान एकरारनामा होने के उपरान्त किया जाय।

उक्त शर्तों के आलोक में Prejha Foundation के साथ किये जानेवाले एकरारनामा प्रारूप संलग्न है, (अनु0–1) जिस पर मंत्रिपरिषद् की स्वीकृति प्राप्त है। Prejha Foundation को राशि का भुगतान एकरारनामा होने के उपरान्त किया जायेगा।

9. विभागीय संकल्प संख्या–831, दिनांक–25.08.2022 को इस हद तक संशोधित समझा जाय।

10. प्रस्ताव पर मंत्रिपरिषद की बैठक दिनांक–12.03.2024 में मद संख्या–11 के रूप में स्वीकृति प्रदान की गयी है।

आदेशः–आदेश दिया जाता है कि इस संकल्प को झारखण्ड राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

अनु0–यथोक्त।

झारखण्ड राज्यपाल के आदेश से

ह0/–
(राहुल कुमार पुरवार)
सरकार के प्रधान सचिव।

ज्ञापांकः–त0शि0प्र0विविध–09/2022– /रॉची, दिनांक :–

प्रतिलिपि–अधीक्षक, राजकीय मुद्रणालय, झारखण्ड को राजपत्र के अगले अंक में प्रकाशनार्थ प्रेषित।

ह0/–
सरकार के प्रधान सचिव।

ज्ञापांकः–त0शि0प्र0विविध–09 / 2022– / रॉची, दिनांक :–

प्रतिलिपि–महालेखाकार, झारखण्ड, रांची / कोषागार पदाधिकारी, सचिवालय कोषागार, डोरण्डा, रांची / सभी संबंधित जिला कोषागार / उप कोषागार, झारखण्ड को सूचनार्थ हेतु प्रेषित।

ह0 / –
सरकार के प्रधान सचिव।

ज्ञापांकः–त0शि0प्र0विविध–09 / 2022– / रॉची, दिनांक :–

प्रतिलिपि–झारखण्ड राज्य के माननीय राज्यपाल के प्रधान सचिव / मुख्य सचिव, झारखण्ड के विशेष कार्य पदाधिकारी / विकास आयुक्त, झारखण्ड के प्रधान आप्त सचिव को सूचनार्थ प्रेषित।

ह0 / –
सरकार के प्रधान सचिव।

ज्ञापांकः–त0शि0प्र0विविध–09 / 2022– / रॉची, दिनांक :–

प्रतिलिपि–माननीय विभागीय (मुख्य) मंत्री, उच्च एवं तकनीकी शिक्षा विभाग, रांची के आप्त सचिव / सभी अपर मुख्य सचिव / प्रधान सचिव / सचिव सभी विभाग, झारखण्ड, रांची / सभी उपायुक्त, झारखण्ड को सूचनार्थ प्रेषित।

ह0 / –
सरकार के प्रधान सचिव।

ज्ञापांकः–त0शि0प्र0विविध–09 / 2022– 293 / रॉची, दिनांक :– 16/3/2024

प्रतिलिपि–विभागीय प्रधान सचिव के प्रधान आप्त सचिव / निदेशक, तकनीकी शिक्षा / कुलसचिव, झारखण्ड प्रौद्योगिकी विश्वविद्यालय, राँची / विभाग के सभी संबंधित पदाधिकारी / Chief Project Officer, Prejha Foundation / विभागीय नोडल पदाधिकारी, ई–गजट को ई–गजट में प्रकाशनार्थ / श्री कुमार चन्दन, MIS पदाधिकारी, तकनीकी सहायता समूह को विभागीय पोर्टल पर अपलोड करने हेतु / विभागीय बजट शाखा को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

16.3.24
सरकार के प्रधान सचिव।

अनुलग्नक - 1

Agreement

For

"Engagement of PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation) for operation of 8 new Polytechnical Institutions under the Department Higher and Technical Education"

hereinafter referred to as "**Agreement**" is made on this _____ day of _____ 2023.

BY AND BETWEEN

Director, Technical Education, Department of Higher and Technical Education, Government of Jharkhand

(Hereinafter referred to as "DHTE", which expression shall unless repugnant to the context thereof, include its successors, assigns) and having its Office at Yojna Bhawan, Nepal House, Ranchi, 834002 of the FIRST PART.

AND

PanIIT Alumni Reach for Jharkhand Foundation (PREJHA Foundation)

represented by its _____ (hereinafter referred to as "PREJHA", which expression shall unless repugnant to the context thereof, include its successors, assigns) and having its Office at PREJHA Foundation, C/o JSTCDC Building, Kalyan Complex (Welfare Department), Balihar Road, Morabadi, Ranchi, Jharkhand 834008 of the SECOND PART

In pursuance of resolution no..... dated ..... the Government of Jharkhand (hereinafter called the Government) has nominated PREJHA for operation of 08 new polytechnic institutions (hereinafter called the Scheme) at Khunti, Chhatra, Lohardaga, Hazaribag, Jamtara, Godda, Bagodar and Palamu in the State of Jharkhand.

a) Operation of all 8 polytechnic institutes will be done simultaneously by SECOND PART through Kaushal Vidya Entrepreneurship, Digital and Skill University.

b) A sum of INR 77.60 Cr (Rupees Seventy-Seven Crore Sixty-Six Lakhs Only) (hereinafter called the Assistance) has been estimated as the proposed grant to be given to SECOND PART for the Scheme @ INR 9.70 Cr (Rupees Nine Crore Seventy Lakhs Only) for each new polytechnic to be established under the Scheme in the form of Capital Expenditure and Reserve Fund.

c) No additional loan/grant/assistance/ budgetary support or any other form of financial assistance shall be given to SECOND PART for this Scheme except, expect the one time grant of Rs 9.7 Cr per Polytechnic.

The Assistance for the Scheme shall be paid to SECOND PART in three (03) phases as enumerated below: -

1. **Phase I: A sum of INR 4.00 Cr for each new polytechnic under the Scheme.**

1.1. Out of the INR 4 crores allocated in the Phase I, INR 2.5 Cr shall be utilized for: -

i. Finalization of List of Equipment/Furniture etc. as per the Selected Course
ii. Training Infrastructure, Learning Infrastructure, Hostel Infrastructure for the 1st Year.
iii. Lab and Other Infrastructure setup required for 1st year.
iv. Audit Report and Utilization Certificate of work done in Phase-I

1.2. Remaining INR 1.5 Cr of the INR 4 Crores shall be made available as Reserve Fund which can be used for Working Capital requirement, Incidental Work, Enabling Skill Loan etc.

2. **Phase II: A sum of INR 3 Cr for each new polytechnic under the Scheme.**

2.1. Out of the INR 3 crores allocated in the Phase II, INR 2.3 Cr shall be utilized for: -

i. Lab and Other Infrastructure setup required for students till 2ND year.
ii. Training Infrastructure, Learning Infrastructure, Hostel Infrastructure for the 2nd Year.
iii. Audit Report and Utilization Certificate of work done in Phase-II

2.2. Remaining INR 0.70 Cr of the INR 3 Crores shall be made available as reserve fund which can be used for Working Capital Requirement, Incidental Work, Enabling Skill Loan etc.

3. Phase III: A sum of INR 2.7 Cr for each new polytechnic under the Scheme.

3.1. Out of the INR 2.7 Cr crores allocated in the Phase III, INR 2.2 Cr shall be utilized for:

i. Lab and other infrastructure facilities required for students till 3rd year under the Scheme or any expense related to on-the-job training as per the curriculum requirements. In case 2 (two) year lateral entry diploma programs are chosen, then the funds allotted for Phase-II can be utilised for the remaining work of Phase-II such as lab and other infrastructure setup. Training Infrastructure, Learning Infrastructure and Hostel Infrastructure for 2nd Year.
ii. Training Infrastructure, Learning Infrastructure, Hostel Infrastructure for 3rd Year.
iii. Audit Report and Utilization Certificate of work done in Phase-III

3.2. Remaining INR 0.50 Cr of the INR 2.7 Crores shall be made available as reserve fund which can be used for Working Capital Requirement, Incidental Work, Enabling Skill Loan etc.

d) For receiving the sum under Phase II, SECOND PART must provide
   i. Final list of course for each new polytechnic under the Scheme
   ii. Detailed break up of Cost of equipment, furniture, and any other procurements done under the Scheme
e) SECOND PART shall follow financial prudence in all procurements and all such procurements shall be done as per SECOND PART's procurement policy.
f) Any or All sum under Phase II and Phase III shall be paid to SECOND PART after physical verification by the FIRST PART and submission of Audit Report and Utilisation Certificate (UC) for respective previous phase i.e. (Phase-I and Phase -II).
g) SECOND PART shall submit Utilisation Certificate (UC) and Audit report for all Capex Grants as per the agreed schedule. For the OPEX, Audited balance sheet will be submitted by the SECOND PART every year.
h) As all the Polytechnics shall be affiliated to The Kaushal Vidya Entrepreneurship, Digital and Skill University, the said University shall decide on the type of courses and the nomenclature of the courses to be run in these 08 Polytechnic Institutes.
   Depending on the type of course, the Kushal Vidya Entrepreneurship, Digital and Skill University shall follow the applicable norms of the relevant regulatory body.
i) After 02 (two) years from date of signing this agreement any or all Lab, Workshop, and Facilities/Buildings constructed under the Scheme shall be subjected to Academic Auditing. DHTE in consultation with and through Kaushal Vidya Entrepreneurship, Digital and Skill University shall form a committee of experts and conduct the Academic Auditing of the Polytechnics.
j) Since all the Setup Purchases shall be made from the One-time Setup Grant given to SECOND PART, the ownership of any movable/ immovable asset/ equipment procured/ leased/ purchased/ constructed by the fund received under the Scheme shall rest with SECOND PART only for the duration of the Project. It shall revert to the Government once the project is completed.
k) No additional loan/grant/assistance/ budgetary support or any other form of financial assistance shall be given to SECOND PART for this Scheme, except the one-time grant of Rs 9.7 Cr per Polytechnic.

l) The FIRST PART shall only make phase wise payments on fulfilment of the conditionalities as enumerated in this agreement.

m) The agreement shall be valid for 30 years from the date of signing of the agreement which may be extended for a mutually agreed period on mutually agreed terms and conditions.

n) **Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless and undertakes to defend THE FIRST PART, and their respective, officers and directors, to the extent of any legal liability, against any claim made by a third party for infringement of such third party's copyright by any deliverable 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.

o) **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.

p) **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.

q) **Settlement Of Legal Disputes:** This Agreement shall be governed by the Laws in India and Courts in Ranchi; Jharkhand only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

r) **Intellectual Property Rights: Intellectual property rights, if applicable, will rest with the Government of Jharkhand.** All Intellectual Property under the Contract will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SEOCND 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 Consultant 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 of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.

(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.

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

WITNESSESS:

1.

(Director, Technical Education, Department of Higher and Technical Education)

2.

(PREJHA Foundation)

अनुलग्नक - 2

PROCUREMENT POLICY

VERSION 11.23

PANIIT ALUMNI REACH FOR JHARKHAND FOUNDATION

Ranchi, Jharkhand

1. Principles of Procurement

PanIIT Alumni Reach for Jharkhand (PREJHA) Foundation is a not-for-profit joint social enterprise between PanIIT alumni Reach for India Foundation as majority stakeholder and agencies of *"Department of ST, SC, Minority and BC Welfare"*, Government of Jharkhand as remnant shareholders with a mission to enhance the incomes of the underprivileged through skill development and other livelihoods initiatives. PanIIT Alumni Reach for Jharkhand Foundation is a non-profit, Board-driven non-governmental enterprise that is not under the ambit of General Financial Rules and Jharkhand State Financial Rules, and hence is formulating this procurement policy to drive procurements of goods, services and works undertaken by the enterprise.

"PREJHA Foundation shall strive on best effort basis to have the responsibility and accountability to bring efficiency, economy, and transparency in matters relating to procurement and for fair and equitable treatment of suppliers and promotion of competition in procurement. PREJHA foundation will strive on best effort basis to follow transparent Quality oriented procurement norms including but not limited to open tendering, select tendering, multi-stage tendering or invited tendering depending on the procurement needs. The value-for-money-approach advocated by World bank or combined quality, cost based selection approach could also be pursued as per the requirement. If need be, a designated procurement agency shall be appointed to implement procurement process as per the policy."

2. Policy Applicability and Updates

This procurement policy shall apply for all corporate led purchases namely goods, services and works of both one-time and recurring in Nature. It does not apply for business reimbursements, out-of-pocket expenses including use of online travel/hotel marketplaces or expenses made on corporate cards, by employees or consultants as per the limits prescribed.

The state cabinet has delegated all powers including that of procurement to the Governing Board of PREJHA Foundation. Further the policy forwarded by various departments as part of any cabinet approval process may be adopted upon receipt of such due cabinet approval. Further as and when required, this document may be reviewed at any time upon the instructions of the PREJHA Board. Modification/ Addition to any provision of this document, if so needed, shall be incorporated with prior approval of PREJHA Board. A detailed procurement manual and/ or procurement policy notes as needed may be developed for implementing this procurement policy.

3. Procurement Methodology, Rationale & e-Documentation

3.1. Procurement Philosophy: Open, transparent and efficient methodology based on good faith

Indicative principles that may be possibly considered:

- E-publishing in procurement sites and digital procurement for open and transparent tendering
- Active price discovery may be encouraged by including with snapshots of prices from online marketplaces like GeM, Amazon, Industry Buying, Tolexo, Alibaba etc. which will be considered as an active bid for ensuring promotion of e-competition.

- Quality-oriented procurement which includes vendor quality is ideally suited for considerations of ensuring outcomes in line with organizational needs, capital risk involved with the vendor and evaluation of total cost of ownership as against selection solely on minimum quoted price. Further in services and works contracts, the in-time delivery quality is an important factor to be considered in addition to cost and other parameters.
- All transactions are to be on arms-length basis with complete compliance to ethical standards as enshrined in the empanelment contract

3.2. Quality Oriented Procurement

The Company shall primarily adopt Quality oriented procurement including Quality-Cost-Based-Selection methodology for all its procurement above ₹5,00,000 that is not enlisted in schedule of Rates/ GeM including Goods, Services, Works and select a suitable portal/e-commerce partner for all procurement details to be entered with a suitable audit e-trail and mail/e-noting for the selection of a particular vendor. Further, for purchases below the threshold of ₹5,00,000, processes are through invited/ limited tendering along with exceptions outlined in section 3.4.

Rationale for Quality oriented procurement for Goods, Services & Works

Public procurement of Goods is typically made on 100% 'receipt' basis in lieu of sovereign guarantees where price quoted tends to be the only variable with quality determined by vendor or prior-specification. However, with digital procurement for a non-governmental enterprise such as PREJHA foundation, payment terms (including advance), lead time adherence for supply, supplier's financial strength and quality of merchandise stocked come in to play since the procurement is not necessarily local and is with inherent trust deficit due to absence of sovereign guarantee. Hence, Quality oriented procurement is ideally suited for considerations of ensuring outcomes in line with organizational needs, capital risk involved with the vendor and evaluation of total cost of ownership as against selection solely on minimum quoted price. Further in services and works contracts, the delivery quality is an important factor to be considered in addition to cost and other parameters.

3.3. Quality Oriented Procurement Methodology which is 100% digital and has e-documentation

The following Quality-oriented Procurement methodologies shall be applied, as per sole discretion of PREJHA foundation, depending on procurement requirements: Quality *(including institutional quality, track record, delivery capability scoring)* will be a cut-off criterion *(Round-1)* to participate in the cost-based selection round *(Round-2)*

The procurement engagements of PREJHA foundation are on a B2B basis and hence the institutional quality of the bidder along with possible technical quality of goods play an important role in analysing the potential quality of supply. In the trade-off between nearly universal participation of every eligible bidder at one end to niche set of high quality branded/reputed institutional bidders on the other end, there is need to balance access of opportunity with potential quality of supply.

As a general principle, higher institutional quality backed up with credible track record, delivery capability translates to higher potential quality of supply due to internal quality checks &

balances maintained by the institution. It needs to be noted that institutional quality is distinct from technical/ product quality and is an organizational assessment. Alternatively, in absence of institutional quality, track record, delivery capability - this quality monitoring burden passes on the buyer who then has to bear higher inspection burden.

Thus, PREJHA foundation, under this Quality-oriented procurement methodology, will provide a self-grading quality template with pre-announced cut-off score to ensure only such eligible bidders clearing this score shall participate in the subsequent round. It needs to be noted that this quality is distinct from technical/product quality which is codified through the product/ service specifications.

The following are indicative criteria for quality scoring along with scoring key for objective self-assessment by the participating bidder (to be backed by documentary evidence). These may be modified or updated based on requirements of a particular tender or category or as per requirements at the discretion of purchase/procurement committee:

a) Institutional Quality (30 points) covering turnover, ISO/industry certifications, Formal Nature of incorporation, years of existence and employer registration with EPFO
b) Track Record & Relevance (40 points) covering past purchases from government agencies/listed private sector firms over a threshold value and repeat orders over a period of time from government agencies/listed private sector firms, any references/appreciation awards received from past customers
c) Delivery Capability (30 points) covering details of installed facilities and capacity utilization for fastest turn -round time of orders achieved in the past beyond a threshold value

However, the criteria in Quality-oriented procurement including for the single round, on the sole discretion of PREJHA foundation, could be simplified to include the methodology of lowest cost bid subject to quality consideration as defined in pre-qualifications for tenders/categories as deemed fit.

3.3.1. Quality and Cost Based Selection

Quality and Cost based Selection (QCBS) may be used in select cases. The purpose of tender evaluation is to determine substantially responsive tender with the Quality and Cost based Selection, not necessarily the lowest submitted price, which should be recommended for award.

Quality of bids should be measured by giving proper weights to various quality parameters. The judging parameters should be known to all the bidders prior to bidding. The tender evaluation committee will give a score to each bid which will be a measure of quality of the bid. All committee members can access the bids only after bid closing time.

The weights for Quality, Cost parameters can be determined to ensure optimization in the procurement process for Goods, Services & Works accordingly. However, the weightage of the non-financial parameters should not exceed 80%.

3.3.2. Line-item wise L1 and Parallel Rate Contracts to get lowest price

Upon tender opening, line-item wise L1 as applicable may be worked upon to arrive at schedule of rates that can be matched for empanelment by all vendors who have successfully bid. This ensures continued competition among vendors for performance to capture future orders and also gives opportunity to empanel multiple vendors for a given category to ensure parallel fulfilment of orders as required

Parallel rate contracts maybe used to empanel greater number of vendors. POs could be based on factors including on requirement, past performance, timeliness of delivery, credit period, additional spot discounts, portfolio of partners for supply risk diversification, after sales service, geographical proximity (to reduce shipping cost) etc.

To ensure that there is cost competitiveness among the bidders, following methodology may be used. For each bidder, the ratio of the quoted price of the basket of goods to L1 of those shall be done and the bidder with the highest ratio shall not be empaneled. In case multiple vendors have the same highest ratio, the vendor with fewer number of items bid shall not be empaneled.

The selected vendor may choose to offer a discount over the L1 price at its own volition

In case of deviation or refusal by a bidder to supply, the reasons for selecting a particular vendor could be properly recorded as part of e-noting in the software/email on best effort basis

3.3.3. Other Methodologies

Where needed, Swiss challenge or reverse auction or challenge method or any other suitable quality oriented procurement methodology may be adopted..

3.4. Procurement authority matrix and Processes:

Tendering process for estimated e-Procurement Value (₹/ Tender)	**Purchase Requisition Approval Authority**	**Digital/ Electronic/ Manual Signature on RFP/ email by**	**RFP Evaluation Authority**	**Digital/ Electronic/ Manual Signature on Award/ e-Empanelment Contract by**
1,00,000 - 5,00,000 (Invited/ Limited tendering) *(Min. bid time - 3 days)* *(Emailed bids acceptable)*	Purchase committee	N/A	Purchase committee	One member of Purchase committee
5,00,000 - 25,00,000 (Open, 1-stage QCBS) *(Min bid time: 10 days)*	Procurement Management committee	CFO	Procurement Management committee	Executive Director
25,00,000 onwards (Open, 1-stage or 2-stage QCBS) *(Min bid time: 10 days)*	Procurement Management committee	CFO	Procurement Management committee	Executive Director
For any nominated single good/ services less than ***50,00,000***	Procurement Management Committee	Executive Director	Procurement Management Committee	Executive Director
For any nominated single good/services above ***50,00,000***	Procurement Management committee	Executive Director	Board appointed procurement sub-committee	Board member (Independent Director)

1. Independent auditor to conduct procurement audit every three months to submit UC and an audit report
2. Purchase committee constitutes of Lead (Procurement), Lead (Quality), Lead (Operations) and CFO representative
3. "Procurement Management Committee" is only an advisory body. Either one of Executive Director/ CFO is the approving authority
    a. Capex Procurement Management Committee – Lead (Procurement) or another procurement team member, CFO or finance team member
    b. Opex Procurement Management Committee – Lead (Procurement) or procurement team member, Lead (Operations) or operations team member, CFO or finance team member
4. If less than 3 bids are received, the process to be automatically extended by minimum 1 calendar day and decision taken based on available bids after the extension period
5. For such goods procurement with technical specifications being ceteris paribus, weightage for cost considerations will be proportionately enhanced in the QCBS evaluation criteria.
6. Line item wise L1 may be used to arrive at schedule of rates for all eligible vendors to match and get empanelled for parallel rate contracts.
7. The limit of ***₹1,00,000 - ₹5,00,000*** shall be for each order per location per vendor and per BoQ
8. Bidding should be done with prices exclusive of taxes. Taxes will be as applicable

4. Procurement Protocols

4.1. Government scheduled rate contracts – GEM Price/ Jharkhand SOR etc.

Goods, Services and Works available under various Govt. scheduled price rate contracts such as GEM Price/ Jharkhand SOR/ Government regulated or determined or discovered prices in food items purchase, LPG/ Fuel/ SHG supplies etc. can be procured at a rate less than or equal to rate contract from any convenient vendor for the same specifications. In such cases the invoice/ bill is treated as purchase order and uploaded on e-documentation/ email approval along with Purchase Requisition and applicable scheduled rates.

4.2. Purchases below ₹1,00,000

All purchases shall be budgeted quarterly on best effort basis to avoid recourse to unplanned expenses. However, if need arises, one time order below an overall limit of ₹1,00,000 per invoice or per class of item per annum may be made, without inviting quotation or bids, from a reliable vendor at a reasonable price. The Purchase Requisition (Indent) shall be approved by the Lead of Department or above. In such cases the invoice/ bill is treated as purchase order and uploaded on e-documentation along with Purchase Requisition. Total of such purchases will be limited to ₹15,00,000 per annum as the initial limit set by the board and could be revised annually at inflation basis.

4.3. Digitally advertised, open tender Procurement with Quality Oriented Procurement for non-scheduled list Goods/ Services/ Works Procurement over ₹5,00,000 – ₹25,00,000 (open/1-Stage QCBS) and ₹25,00,000 onwards (open/1-stage or 2-stage QCBS)

a) A full and open competitive bidding process shall be implemented before the vendor selection is made.

b) RFP should be approved by the requisite purchase requisition authority and digitally signed by the authority for upload in digital procurement site. A link of the same may be given in Jharkhand Government site/ tendering portal and other sites for inviting greater participation

c) RFP for goods, Services, works will include:

- Description and Specifications of goods/services including the nature, quantity, time and place or places of delivery
- For works, a properly detailed design needs to be mentioned; while designing the projects etc., principles of Life Cycle cost may also be considered. Estimates containing the detailed specifications and quantities of various items to be prepared on the basis of the Schedule of Rates maintained by CPWD or other Public Works Organisations. For proposed LEED projects, only bidders with prior experience of Platinum LEED certified construction projects of threshold size maybe selected.
- The criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing/Service facilities and financial position etc. or limitation for participation of the bidders, if any.
- The procedure as well as date, time and place for sending the proposals and date, time and place of opening of the bids.
- Criteria for evaluation of proposals.
- Additional information, terms & Conditions if any

d) Lead time should as per the authority matrix outlined above with an automatic extension by a minimum of 1 day in case 3 bids are not received within the time frame. After the stipulated extension, the tender might be opened irrespective of number of bids received.

e) International parties could be allowed to compete where specified so.

4.4. Online market places like GeM, Amazon to be used for price discovery tool with vendor price snapshot to be considered as a bid(s)

If any material required is available on reputed online marketplaces such as GeM, Amazon, Flipkart, Industry buying, Indiamart, Tolexo, Alibaba etc., a vendor webpage snapshot upload from the same can be considered as a bid (quote), if it is taken not more than 3 days prior to bid closing date given the dynamic nature of pricing.

4.5. Procurement of pre-owned goods

In general, procurement is done for new goods. It is recommended that procurement of pre-owned goods be allowed for economic advantage and with useful remnant life of the asset and a spot tender/ auction process is allowed for the same after such assets up to ₹5,00,000. Thereafter, a board-appointed sub-committee will approve procurement of pre-owned goods and a quarterly report of the same be submitted to the board as part of procurement update.

4.6. Nomination-based Tender: Single Tender

Single tendering may be resorted to under following conditions:

- Any original spares needed for a machine
- Technical superiority of a firm
- Proprietary product of any firm
- Unique prior experience
- Required by sponsor
- Existing or prospective emergency
- Any other exceptional case

Only board appointed sub-committee can approve nomination based tender for value over ₹50,00,000 for any single item (after written report from procurement management committee). Nomination based tender for a value equal to or less than ₹50,00,000 requires approval of the Procurement Management Committee and also a post-facto approval in the next board meeting subject to initial limit of ₹50,00,000 per annum for such purchases. The board may alter the limit as per its discretion.

4.7. Procurement for exigencies

Up to 2% of annual capital expenditure or ₹20 lakh (whichever is less) can be incurred to meet exigencies without following the tendering process. A similar separate outlay shall be applicable for operational expenditure.

4.8. Disposal of Goods

Goods may be declared obsolete (or) unserviceable (or) completely depreciated (or) at end of life. Suitable rules will be framed for disposal of such goods.

5. Vendor Selection and Empanelment

5.1. Database of empanelled partner and future POs

A database of all the suppliers will be maintained by PREJHA Foundation on the digital platform. All supplies/ vendors to Government of Jharkhand including welfare departments over the past 3 years would also be deemed to be empanelled. The foundation will review the empanelment once in 12 months to keep it updated. Direct empanelment for services with a per-unit price or appropriate online marketplaces can also be done.

5.2. Conflict of Interest

To have competitive bidding, bidders should not have a conflict of interest with other bidders or during the selection process. Any bidder found to have a conflict of interest shall be disqualified.

5.3. Vendor Appraisal

In case such a need arises, vendor appraisal will be done by evaluating each purchase made in a year and in case of repeat order/ repeat bid, vendor rating from historical transactions could also be considered. The metrics along with weights should be given along the following lines.

Sl. No	Criteria	Weight (1-5, 5 being best)
1	Total cost of ownership at site	
2	Lead Time Adherence	
3	Financial Strength of the supplier	
4	Quality	
5	After Sales Support including proximity	
6	Payment Terms & credit period	
7	Capability to execute bigger orders or dependable delivery at remote locations	
8	Process compliance	

9	Budget for the Year (materiality)	
10	Any other criteria as deemed fit including past performance	

6. Repeat Orders

6.1. For Capital Expenditure

Wherever possible aggregation of quantity over a year and across PREJHA institutions shall be done. Once a vendor is selected for a particular class of item then the same vendor can be considered for the purchase of the same goods/ services until there is a communication from the vendor if his inability to meet the terms of contract subject to successful delivery of preceding orders. For empanelled vendors of a particular class with annual procurement of below ₹5,00,000 a maximum deviation of 15% will be allowed and for above ₹5,00,000, a maximum deviation of up to 10% on a consolidated basis will be allowed, above which re-appraisal shall be done.

6.2. For Operational Expenditure

Wherever possible aggregation of quantity over a year and across PREJHA institutions shall be done. A panel of vendors could be empanelled including on rate contract basis after due selection process based on annual estimate value.

The company will review the empanelment once in 12 months to keep the same updated. For empanelled vendors of a particular class with annual procurement of below ₹5,00,000 a maximum deviation of 15% will be allowed and for above ₹5,00,000, a maximum deviation of up to 10% on a consolidated basis will be allowed, above which re-appraisal shall be done.

Suitable rules may be framed to procure goods/perishable items whose prices fluctuate too often. Methodologies such as futures contracts, spot contracts etc. may be used and large aggregators may be preferred.

6.3. Others

Direct empanelment for services with a per-unit price or appropriate online marketplaces can also be done. All Business travel, accommodation, TA-DA norms shall be based on the organizational policies and limits. All eligible online travel/ hotel portals and other such aggregators can be deemed to be approved as part of direct empanelment.