TERMS AND CONDITIONS

UNDER THE SCHEME OF

GRANT-IN-AID TO VOLUNTARY ORGANIZATIONS WORKING FOR

THE WELFARE OF SCHEDULED TRIBES

(With effect from 1st April 2008)

The grant-in-aid sanctioned under the aforesaid scheme is subject to fulfillment of following conditions by the Voluntary organization (VO) / nongovernmental organization (NGO):

1. That the organization which intends to receive the Grant-in-aid under the Scheme, will fulfill the eligibility criteria as specified in para 2 of the scheme;

2. The grants cannot be claimed as a matter of right; it depends on sole discretion of Government of India depending on the merit of the project;

3. An amount of at least 10% of the total approved expenditure shall be contributed by the organization from its own resources (if applicable), as soon as the grant from this Ministry is received in their bank account;

4. That the organization will confirm in writing to the effect at the beginning of each financial year that the conditions contained in this document and as revised from time to time for the implementation of this scheme are acceptable to it;

5. That the organization will also execute a Bond on Non-Judicial Stamp Paper of Rs.20 in favour of the President of India to the effect that it will abide by terms and conditions attached to the grant and as revised from time to time and that in case of its failure to abide by the same, it will refund to the Government the total Grant-in-aid sanctioned to it for the purpose with interest accrued thereon and shall be liable for criminal action as per law;

6. That the organization will make reservations for the Scheduled Castes and Scheduled Tribes, etc., in the posts/services under their control on the lines of the instructions issued by the Government of India and as amended from time to time;

7. That the Ministry shall not be liable for any kind of payment to the temporary/regular employees appointed by the organization for running the project;

8. That the organization shall maintain a separate account in a nationalized/scheduled Bank in respect of this grant. All receipts and payments involving Rs.10,000/- and above of the grantee institution must be through cheque only. The grantee institutions are required to submit, at the time of seeking grant for continuation of the project, a copy of the bank pass book indicating all transactions made in connection with the running of the sanctioned project. The accounts will remain open for inspection of by representatives/officers from the office of Comptroller and Auditor General of India, Government of India, or concerned State Government at any time. The organization shall have the accounts of the grant-in-aid audited either by Govt. Auditor or Chartered Accountant and supply a copy of the following audited accounts, together with Utilization Certificate, to the Ministry of Tribal Affairs latest by first week of July month every year:

A. The receipt and payment account of grant-in-aid in question for the year;

B. The income and expenditure accounts of grant-in-aid in question for the year;

C. The balance sheet, indicating assets and liabilities from grant in-aid in question;

D. The utilization certificate in prescribed format as per General Financial Rules along with the item-wise break-up;

E. The audited accounts of the organization as a whole for the year.

9. The organization shall submit performance-cum-achievement report (s) every six months on the project for which it received Grant-in-aid in the prescribed format;

10. That the facilities to be extended with the help of the Grant-in-aid will be available for the welfare of all STs irrespective of creed, religion, colour, etc.;

11. The organization will not obtain grant for the same purpose/project from any other source, including the Government sources. In case, it receives grant for the same project from other sources also, the same will be intimated to Ministry of Tribal Affairs immediately after receipt with proper reference;

12. The organization will utilize the grants for the purpose it has been sanctioned, and not divert Grant-in-aid or entrust the execution of the project for which Grant-in-aid is sanctioned, to another organization or institution;

13. That if the Government is not satisfied with the progress of the project or considers that the guidelines of the scheme, terms & conditions of the sanction etc., are being violated, it reserves the right to terminate the Grant-in-aid with immediate effect and also take such other actions as it deems fit with or without prior notice;

14. At the time of renewal of the project any unspent balance out of the grants shall be adjusted by the Ministry in the subsequent admissible grant due ;

15. No assets acquired wholly or substantially out of this Grant-in-aid will be disposed of or encumbered and or otherwise utilized for the purpose other than for which sanctioned;

16. The organization shall maintain a register in the GFR (19) of permanent and semi-permanent assets acquired wholly or in part out of this Grant-in aid. This register shall remain open for inspection to the officials from the Office of the Comptroller and Auditor General of India/Government of India/State Government/Union Territories. The register shall be maintained separately in respect of this grant and a copy thereof furnished to the Ministry, along with the Audited Accounts;

17. The release of the last installment of the annual grant will be conditional upon the grantee institutions to provide reasonable evidence or proper utilization of installment released earlier during the year;

18. The Voluntary Organizations should liase with District Administration for convergence of other existing services for the welfare of Scheduled Tribes. It should also maintain contact and seek cooperation of local Panchayati Raj Institutions. It should also have institutional arrangements for seeking community participation;

19. In respect of Voluntary Organizations assisted for running educational institutions like residential schools, non-residential schools etc., the organization shall make efforts for recognition of school/courses by State Governments;

20. Provisions of General Financial Rule 150(2) (a) would be applicable where the Voluntary Organization are being provided assistance for the prescribed amount;

21. The organization shall appropriately display the boards that should be erected at the project site indicating that the organization is running under the aegis of Ministry of Tribal Affairs, Government of India;

22. The organization shall ensure annual inspection of the project within the first quarter of the financial year in the prescribed format from the District Collector/district authorities;

23. The purchase of non-recurring items i.e. furniture etc. should be made only from authorized dealers at competitive prices and subject to vouchers being produced for inspection;

24. That the organization shall ensure the quarterly check on the quality of food being provided (if applicable) by the State Health Department/Food Department;

25. That the organization shall not charge any fees from the beneficiaries;

26. In case of new projects, the organization shall intimate this Ministry and the State Tribal Welfare Department about the date of commencement of project and that should be within 15 days from the receipt of funds by the organization in their bank account;

27. That the organization shall not profess or promote any religious/communal/fundamentalist/divisive beliefs or doctrines with these grants;

28. In the event of a Court case, the organization shall not be entitled to any grant-in-aid till the matter is pending in the Court of Law; the Ministry shall not be responsible for any legal/intellectual/contractual disputes between the VO/NGO and a third party. By accepting the grant, the recipient accepts this condition;

29. For all disputes involving Ministry of Tribal Affairs with regard to release of grants, the jurisdiction of the Courts will be Delhi;

30. The organization shall abide by all the aforesaid terms & conditions, guidelines of the scheme, provisions of GFRs, and any subsequent revision/changes therein.

Date Signature of President/Secretary

Place Full Name

Designation

Official Seal

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**Note: Organization should ensure signature with date on all the pages of terms and conditions.**