

COMPLIANCE CERTIFICATE

This is to certify that all the terms and conditions incorporated in the sanction letter Nodated.....
..... issued by the Ministry of Tribal Affairs, Government of India, New Delhi releasing grant-in-aid of Rs. to (Name of the organization/project)
.....for the year
..... under the Scheme 'Grant-in-Aid to Voluntary Organizations working for the Welfare of STs" have been complied with by the organization (Name of the organization/project).....

It is also agreed that, if at any point of time, any violation of above terms & conditions as stipulated by the Ministry of Tribal Affairs, comes to the notice of the Ministry, our organization shall be liable to be blacklisted and/or for any other legal action as deemed fit.

Place:

Date:

(signature)

Name

President/Secretary

Organisation

Stamp

(To be furnished on Rs.20/- Stamp Paper)

BOND

KNOW ALL MEN BY THESE PRESENTS THAT we the
.....
..... (Name of the organization as in
Registration Certificates) an association registered under the Societies Registration Act, 1860
having been registered by the office of
.....(Name and full address of Registering Authority), vide Registration
Number.....dated office
at..... in the State of (herein after called
the obligor/ obligors) are held and firmly bound to the President of India (hereinafter called the
Government) in sum of Rs./-(in words Rs
.....only) well and truly to be paid to the President
on demand and without demur, for which payment we bind ourselves and our successors and
assigns by these presents.

2. SIGNED thisday ofin the
year Two thousand and

3. WHEREAS the obligors has sent a request proposal to government through the union
Ministry of for Grants of Rs.
..... vide his
Letter number Dated.....; the obligors has
agreed to execute this bond in advance in favor of Union Ministry of
.....for entire amount of
Rs...../- as requested in the proposal sent to the Government.
The obligor is willing to accept the proposed amount or any other amount approved/sanctioned
by the Government. The obligor is willing to accept the proposed amount or any other amount
approved /sanctioned by the government. the obligor is willingly executing this bond of higher
proposed amount to accept the actual amount approved/sanctioned by the Government. The
obligor is also willing to accept all terms and condition mentioned in the "Letter of Section to
be issued by the Government.

4. Now the condition of the above written obligation is such that if the obligors duly fulfill and
comply with all the conditions mentioned in the letter of sanction, than above written bond or
obligation shall be void and of no effect. But otherwise it shall remain in full force and virtue.
If a part of the grant is left unspent after the expiry of the period within which it is required to
be spent, the obligors agree to refund the unspent balance along with interest at the rate of 14%
(fourteen percent) per annum unless it is agreed by the sanctioning authority to be carried over

to the next financial year. The amount of grant shall be refunded along with interest earned thereon.

5. The Society/ Trust agrees and undertakes to surrender/pay to Government the monetary value of all such pecuniary or other benefits which in may receive or derive /have received or derived or derived through/upon unauthorized use (such as letting out premises for adequate or less than adequate consideration or use of the premises for any purpose other than that for which the grant was intended) of the property /building or other assets created/acquired/constructed largely from out of Government grant. The decision of the Secretary to the Government of India in the Ministry of Tribal Affairs, shall be final and binding on the Society/Trust, in respect of all matter relating to the monetary value mentioned above to be surrendered/paid to the Government.

6. The members of the executive committee of the grantee will

(a) abide by the conditions of the grants in aid by the target dates, specified in the letter of sanction and

(b) abide by other conditions specified in the guidelines governing the grants in aid as mentioned below.

1. That the organization shall maintain a separate account in a nationalized/scheduled Bank in respect of the grant. All receipts and payments involving Rs.10,000/- and above of the grantee institution shall be through direct bank transfers or through cheque only. The grantee institutions would submit, at the time of seeking grant for continuation of the project, a copy of the bank pass book indicating all transactions.
2. The organisation will provide all documents for inspection by representatives / officers from office of Comptroller and Auditor General of India, Government of India, or concerned State Government at any time.
3. The organization shall get its account audited through a registered Chartered Accountant and upload a copy of following audited accounts, together with Utilisation Certificate, on Ministry's online portal. The audited report will have following statements.
 - a. the audited accounts of the organisation as a whole for the year.
 - b. the receipt and payment/ Income and Expenditure account of the project for which grant-in-aid is received by the 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;
4. That the Ministry of Tribal Affairs shall not be liable for any kind of payment or liability towards the temporary/regular employees appointed or associated by the organization for running the project;

5. That the facilities to be extended with grant-in-aid will be available for welfare of all STs irrespective of creed, religion, colour, etc.;
6. That the organization shall not be involved in any kind of anti-National activity;
7. That the organization shall have the necessary statutory compliances such as registration under Section 12A/80G of Income Tax Act and under FCRA in case of foreign funding.
8. That the organization will not obtain grant for the same project from any other Government sources for same set of beneficiaries;
9. That the organization will utilize grant-in-aid for the purpose for which it has been sanctioned, and not divert it or entrust project to another organization or institution;
10. That if the Headquarter of the Organization is not located at the project site, the funds will be in turn transferred by the Organization into a bank account at the project location to be jointly operated by the Secretary and a duly authorized project head within 7 (seven) days from the date of receipt of funds in account.
11. That the organization shall maintain and furnish full details of Staff & beneficiaries including their name, address, category, community and amount spent (in kind or by cash transfer), Aadhaar No. or any other valid ID No. as per prescribed format and shall provide gender disaggregated data (Male / Female) of the beneficiaries to the Ministry.
12. The organisation will provide all support in digital monitoring of the outcomes in the like monitoring bio metric attendance of students and GPS based location monitoring of Ambulances funded by the Ministry and facilitate any data sharing in this regard.
13. That the organization would be required to register it under Public Financial Management System (PFMS) and ensure to use the Expenditure-Advance-Transfer (EAT) module for carrying out cash transaction under the sanctioned project.
14. That remuneration to Staff and other beneficiaries under the project of NGO sanctioned by the Ministry should preferably be made by cheque.
15. That if the Government has sufficient reasons to believe that the progress of the project is not satisfactory or observes that guidelines of the scheme, terms & conditions of sanction etc., are being violated, it reserves the right to discontinue the grant-in-aid forthwith and without prejudice also take such other actions as deems fit with or without prior notice;
16. That at the time of project renewal any unspent balance out of grants shall be adjusted in subsequent admissible grant due;

17. That no assets acquired wholly or substantially out of grant-in-aid will be disposed off or encumbered and or otherwise utilized for the purpose other than for which sanctioned;
18. That the organization shall maintain a register of permanent and semi-permanent assets acquired wholly or in part out of the grant-in-aid. This register shall remain open for inspection to officials from the Office of the Comptroller and Auditor General of India / Government of India / State Government / UT Administration;
19. That the release of last instalment of annual grant will be conditional upon grantee institutions to provide reasonable evidence of proper utilization of instalment released earlier during the year;
20. That the organization should liaise with District Administration for convergence of other existing services for welfare of STs. It should also have institutional arrangements for seeking community participation;
21. That in respect of Voluntary Organizations assisted for running educational institutions, organization shall obtain recognition of school / courses by State Governments;
22. That the Organization assisted for running educational projects like residential schools, non-residential schools etc., shall obtain a DISE Code of the School if required by the State authorities.
23. That the provisions of General Financial Rule 236(2), 2017 would be applicable where the organization is being provided assistance for prescribed amount;
24. That the organization shall appropriately display the boards at the project site indicating that the organization is running the project with funding from Ministry of Tribal Affairs, Government of India, NGO Darpan Unique ID, year of the beginning of project, total project cost borne by Ministry of Tribal Affairs, location of the project, name of the NGO with its headquarters and also mention that services to STs beneficiaries is free of cost.
25. That the organization shall cooperate with annual inspection of the project in the prescribed format from the District Collector / district authorities or other especially assigned officials;
26. That the organization shall cooperate for quarterly check on quality of food being provided (if applicable) by the State Health Department/Food Department;
27. That in case of new projects, the organization shall intimate this Ministry and the State Tribal Welfare Department about the date of commencement of project within 15 days from receipt of funds by the organization in their bank account;

- 28. That the organization shall not profess or promote any religious/communal/fundamentalist/divisive beliefs or doctrines whatsoever;
- 29. That the organization shall declare that the premises of the projects does not involve any illegality such as encroachment;

In the events of grantee failing to comply with the conditions or committing breach of the conditions of the bonds, the signatories to the bonds shall be jointly and severally liable to refund to the President of India, the whole or a part amount of the grant with interest @14% per annum thereon. The stamp duty this bond shall be borne by the Government.

7. AND THESE PRESENTS ALSO WITNESS THAT

(i) The decision of the Secretary to the Government of India in the Ministry of Department ofon the question whether there has been breach or violation of any of the terms and conditions mentioned in the sanction letter shall be final and binding on the obligors ; and

(ii) The Government shall bear the stamp duty payable on these presents.

In witness whereof these presents have been executed as under on behalf of the obligors and day herein above written in pursuance of the Resolution No Dated passed by the Governing Body of the obligors, a copy wherent is annexed hereto as Annexure-B

Signed for an on behalf of

Signature of the grantee.

(Name of the Obligor Association, as registered)

Full Mailing Address :

.....

.....

Telephone Number/Mobile No.

E-Mail address (if available):

Fax Number :.....

(In the presence of) Witness name and address

(i)

(ii)

Accepted for and on behalf of the
President of India

Date

Designation

.....

(Name and address)

CERTIFICATE (Authorised Signatories)

Authorised Signatories Operating Bank A/C No. _____ In Respect of
Organization _____

I- Signature:
Name:
Address:
Designation in organization:

II- Signature:
Name:
Address:
Designation in organization:
Signature of Bank Authority with Stamp _____
Name & Designation:
Name and address of Bank:
Date:

.....

Bank Authorisation Letter

I/We _____ (Organisation Name) would like to receive the sums disbursed by the Ministry of Tribal Affairs electronically to our bank account detailed below. The account number duly verified by the bank on their letter & seal is enclosed:

Name of the payee as in bank account	Address	District	State	Pin Code	Mobile Number	email	Name of the Bank	Bank Branch (full address with tele. no)	Bank Account No.	Account Type	Modes of Electronic transfer available in bank branch (RTGS/ NEFT/ ECS/ CBS)	IFSC Cod	MICR Code

Signature (Name) _____

Organisation _____

**Assets acquired wholly or substantially out of Government Grants
Register to be maintained by the Grantee Organization**

[Vide Government of India's

Name of the Sanctioning Authority: Government of India (Ministry of Tribal Affairs)

Name of the Organization	
Postal Address with PINCODE	
Email Address	
Phone number	

S.No.	Name of the Asset	Date of acquisition	Amount of Sanctioned grant	Sanction Number & Date	Purchase price of the asset	Date of purchase and Bill Number	Name and Address of Shop/Supplier from whom purchased	Location where asset is lying	Whether asset is mortgaged or encumbered
1									
2									
3									

Place:

Date:

Signature:

Name (in Capital Letters)

Designation

Office Stamp of the Organization

Details of student for which grant-in-Aid is being sought

Name of the Organization	
Postal Address with PINCODE	
Email Address	
Phone number	

S.No.	Name of student	Gender	Date of Birth	Father name	Religion	Caste SC ST OBC General	OCCUPATION OF PARENT	FAMILY INCOME	Aadhar number
1	2	3	4	5	6	7	8	9	10

Mobile number	Address	Block	District	Class in which studying	Date of admission in school	Any specific illness
11	12	13	14	15	16	17

Marks in class

1	2	3	4	18	5	6	7	8	9	10
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GFR 12 – A
[(See Rule 238 (1))]

**FORM OF UTILIZATION CERTIFICATE
FOR AUTONOMOUS BODIES OR THE GRANTEE ORGANIZATION**

UTILIZATION CERTIFICATE FOR THE YEAR in respect of
recurring/non-recurring
GRANTS-IN-AID/SALARIES/CREATION OF CAPITAL ASSETS

1. Name of the Scheme
2. Whether recurring or non-recurring grants
3. Grants position at the beginning of the Financial year
 - (i) Cash in Hand/Bank
 - (ii) Unadjusted advances
 - (iii) Total
4. Details of grants received, expenditure incurred and closing balances: (Actuals)

Unspent Balances of Grants received years [figure as at Sl. No. 3 (iii)]	Interest Earned thereon	Interest deposited back to the Government	Grant received during the year			Total Available funds (1+2+3+4)	Expenditure incurred	Closing Balances (5-6)
1	2	3	4			5	6	7
			Sanction No. (i)	Date (ii)	Amount (iii)			

Component wise utilization of grants:

Grant-in-aid General	Grant-in-aid-Salary	Grant-in-aid creation of capital assets	Total

Details of grants position at the end of the year

- (i) Cash in Hand/Bank
- (ii) Unadjusted Advances
- (iii) Total

.....2/-

-2-

Certified that I have satisfied myself that the conditions on which grants were sanctioned have been duly fulfilled/are being fulfilled and that I have exercised following checks to see that the money has been actually utilized for the purpose for which it was sanctioned:

- (i) The main accounts and other subsidiary accounts and registers (including assets registers) are maintained as prescribed in the relevant Act/Rules/Standing instructions (mention the Act/Rules) and have been duly audited by designated auditors. The figures depicted above tally with the audited figures mentioned in financial statements/accounts.
- (ii) There exist internal controls for safeguarding public funds/assets, watching outcomes and achievements of physical targets against the financial inputs, ensuring quality in asset creation etc. & the periodic evaluation of internal controls is exercised to ensure their effectiveness.
- (iii) To the best of our knowledge and belief, no transactions have been entered that are in violation of relevant Act/Rules/standing instructions and scheme guidelines.
- (iv) The responsibilities among the key functionaries for execution of the scheme have been assigned in clear terms and are not general in nature.
- (v) The benefits were extended to the intended beneficiaries and only such areas/districts were covered where the scheme was intended to operate.
- (vi) The expenditure on various components of the scheme was in the proportions authorized as per the scheme guidelines and terms and conditions of the grants-in-aid.
- (vii) It has been ensured that the physical and financial performance under..... (name of the scheme) has been according to the requirements, as prescribed in the guidelines issued by Govt. of India and the performance/targets achieved statement for the year to which the utilization of the fund resulted in outcomes given at Annexure-I duly enclosed.
- (viii) The utilization of the fund resulted in outcomes given at Annexure – II duly enclosed (to be formulated by the Ministry/Department concerned as per their requirements/specifications)
- (ix) Details of various schemes executed by the agency through grants-in-aid received from the same Ministry or from other Ministries is enclosed at Annexure – II (to be formulated by the Ministry/Department concerned as per their requirements/specifications).

Date:

Place:

Signature

Signature

Name.....

...

Name.....

Head of the Organisation Chief Finance Officer

(Head of the Finance)

(Strike out inapplicable terms)

Annexure-I to Utilization Certificate

Performance/targets achieved statement for the financial year to which the utilization of the fund resulted in outcomes is given below:-

Sl. No.	Nature performance/targets	Performance/ target fixed	Performance/ target achieved
1.	Physical performance/target		
2.	Financial performance/target		

Annexure-II to Utilization Certificate

1. The utilization of fund resulted in outcomes:

Outcome During the period fromto(please specify the outcome which is applicable in the case of organisation): 1. 2.

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2. Details of various schemes executed by the agency through grants-in-aid received from the Ministry of Tribal Affairs or from other Ministries (if any) during the financial year.....:

Details of grants received by the organization from Ministry of Tribal Affairs	Details of grants received by the organization from other Ministries
(i)(a)Name of Scheme under which grant received: (b)Amount: (c) Purpose of the grant:	(i)(a)Name of Scheme under which grant received: (b)Amount: (c) Purpose of the grant:
(ii)(a)Name of Scheme under which grant received: (b)Amount: (c) Purpose of the grant:	(ii)(a)Name of Scheme under which grant received: (b)Amount: (c) Purpose of the grant:
.....

Date:

Place:

Sd/-
Signature

Name.....

Designation: Chartered Accountant

Reg. Number:.....

Stamp

Sd/-

Name.....

(Authorised signatory of the grantee organization with date & stamp) Contact No./Mobile No.

Email:

(Strike out inapplicable terms)

APPENDIX-II

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) / non-governmental 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 can not 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 cheques 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 Utilisation 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 organisation 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 off or encumbered and or otherwise utilized for the purpose other than that 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 instalment of the annual grant will be conditional upon the grantee institutions to provide reasonable evidence or proper utilization of instalment released earlier during the year;
18. the Voluntary Organisations should liaise 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 Organisations 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 Organisation 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
Place

Signature of President/Secretary
Full Name
Designation
Official Seal

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