

No.15595-P.,TP-I-P-41(Pt)/92
Government of Orissa
Planning & Coordination Department

RESOLUTION

The 6th August 1992

SUBJECT-Execution of development works through Voluntary Agencies/NGOs.

The question of enlisting the services of Voluntary Agencies/NGOs for execution of different Plan Scheme/Programme/Works has been under active consideration of the Government for sometime past.

2. After careful consideration, it has been decided that Voluntary Agencies/NGOs would be entrusted with execution of Plan Schemes/Programmes/Works for Rural Development where the Agencies/NGOs can operate effectively. An illustrative list of the areas in which participation of Voluntary Agencies can be of great help for better implementation of anti-poverty and minimum needs programme is given in para. 2.121(P.69) of the National Seventh Plan document (Vol,II). An extract of this para is enclosed (Annexure-I)

3. Such scheme/programmes /works may be either (i) fully funded by Government or (ii) partly funded by Government and partly by the Voluntary Agencies/NGOs themselves. For taking Government funds, the selected Voluntary Agencies/NGOs would have to execute an "Agreement". In the case of Schemes/Programmes/Works fully funded by Government,the agreement to be executed will be in Form-I annexed (Annexe-II). In the case of Schemes/Programmes/Works partly funded by Government and partly by the Voluntary Agencies/NGOs, the agreement will be in Form-II annexed (Annexe-III). The agreement may be executed before release of funds to the Agencies/NGOs. The terms and conditions of the grant have been incorporated in the Agreement.

4. The selection of Voluntary Agencies/NGOs for execution of Plan Scheme/Programmes/Works may be done at the DRDA level based on the track record of the Voluntary Agencies/NGOs in the District. The funding agency could be either DRDA or the Panchayat Samiti depending on the type of the Scheme /Programme/Work.

This will take effect from the date of issue of the order.

ORDER- Ordered that the Resolution be published in an extraordinary issue of the State Gazette. Also ordered that a copy of the Resolution be forwarded to the Secretary to Governor/Private Secretary to Chief Minister/all Private Secretaries to Ministers/Minister of State/all Departments of Governments/all Heads of Departments/all R.D.Cs / all Collectors/Accountant General, Orissa, Bhubaneswar/Deputy Accountant-General, Orissa, Puri for information.

By order of the Governor

S. SUNDARARAJAN

**Development Commissioner and
Secretary to Government**

Annexe-I

2.121. The programmes and areas in which the participation of the Voluntary agencies can be of great help for better implementation of anti-poverty and minimum needs programmes are:-

- (i) Integrated Rural Development/Rural Landless Employment Guarantee Programme/TRYSEM;
- (ii) Implementation of land ceiling and distribution of surplus land;
- (iii) Enforcement of minimum wages to agricultural labours;
- (iv) Identification and rehabilitation of bonded labour;
- (v) Development of Scheduled Caste and Scheduled Tribes;
- (vi) Supply of safe drinking water: repair and maintenance of water supply system with community support;
- (vii) Afforestation, special forestry ,development of biogas and alternative energy sources (solar and wind energy, improved chulas);
- (viii) Promotion of Family Planning;
- (ix) Primary health care, control of leprosy, TB, blindness, preventive health programmes using village resources.
- (x) Programmes for women and children in rural areas;
- (xi) Innovative methods and low-cost alternatives in elementary, primary and middle school education for children ,adult education and non-formal and informal education;
- (xii) Consumer protection, promotion of co-operatives;
- (xiii) Promotion of handicrafts and village and cottage industries;
- (xiv) Promotion of science and technology;
- (xv) Legal education;
- (xvi) Rural housing improvement of rural slums;
- (xvii) Environmental & ecological improvement; &
- (xviii) Promotion and encouragement of traditional media for dissemination of information.

**Annex-II
FORM-I
AGREEMENT**

AN AGREEMENT made on thisday of 1992
BETWEEN.....a society registered under the Societies
Registration Act,1860 and having its registered office at.....in the
district of.....(hereinafter called the "Grantee" which expression shall
unless excluded by or repugnant to the subject or context, include its successors in office
and assigns) of the one part AND the.....(hereinafter referred to as the
Agency") of the other part.

WHEREAS the Grantee is willing to participate in the execution of the works or
programme to be taken up by the Agency" in village.....of.....Block
in.....District.

AND WHEREAS the agency is willing to provide funds to the grantee for execution of
the said work or programmes.

AND WHEREAS it is necessary to reduce in writing the agreement reached as to the
terms and conditions for execution of the said works or programme through the
participation of the "Grantee"

NOW THIS AGREEMENT WITNESS and it is hereby agreed as follows.

- (1) That the "Grantee" undertakes to execute the works or programme as per the
project sanction order, annexed hereto(which constitutes a part of this
agreement) for which a grant of
Rs.....(Rupees.....)only shall be paid by
the "Agency" to the "Grantee" as hereinafter provided.
- (2) That the grant shall be released to the" Grantee" in instalments as specified in
the project sanction Order subject to fulfillment of the terms and conditions
specified therein and hereinafter provided the first instalments shall be
released immediately upon execution of the Agreement.
- (3) That the "Grantee" shall-
 - (i) Utilise the funds sanctioned, only for execution of the work for which those
have been sanctioned and in accordance with the norms and specifications of
the work or programme as laid down in the Project Sanction order.
 - (ii) Limit the expenditure to the amount of grant sanctioned for the work or
programme and shall not incur expenditure under any item beyond the amount
provided for that item even with the overall amount of the grant sanctioned for
the projects.
 - (iii) Not alter the contents of the programmes or include new items of expenditure
or increase the expenditure on the project beyond the amount of grant without
the consent in writing of the " Agency"; and
 - (iv) Utilise the funds sanctioned and complete the work or programme within the
period stipulated in the project sanction order and shall seek, where necessary
approval of the Agency for extension of the project duration at least a month
before the terminal date as originally visualized.
- (4) That the Grantee shall-

- (a) maintain separate books of Accounts for the grant exhibiting details of utilisation of the said grant;
- (b) open a separate Bank Account for grants received from the Agency and shall immediately deposit the grant in the said Bank Account after receiving it;
- (c) Prepare and submit to the Agency a statement of expenditure incurred by way of cost on different items every month together with projected expenditure on these items during the coming month by the 10th of the succeeding month;
- (d) furnish, within three months after the end of the project, a Certificate in respect of utilisation of the Grants to the Agency in Form No.7 of the Orissa General Financial Rules in Triplicate. The Certificate shall be accompanied by a Statement of accounts relating to the project duly audited by a Chartered Accountant or Government Auditor;
- (e) make available the Books of accounts, registered of assets created and other relevant informations relating to utilisation of funds for inspection and scrutiny by any Officer duly authorised by the Agency or by the State or Central Government at any point of time during the period of the implementation of the work or programme and thereafter for a period up to one year from the date of receipt of Utilisation Certificate in respect of the Grant.
- (5) That the Grantee shall not entrust the implementation of the work for which the grant has been sanctioned by the Agency to any other person or institution nor shall transfer the grant or any part thereof to any such person or institution except when it is required so as to do under the Project Sanction Order.
- (6) That the Grantee shall refund to the Agency the unutilised portion of the grant on expiry of the period of the project or even earlier when the funds is no longer required for the purpose for which it was released.
- (7) That the Agency reserves the right to terminate the grant or withdraw the fund or any portion thereof, at any stage, if it is satisfied that the grant has not been properly utilised as per the terms and conditions of the project sanction order or adequate progress is not being made. Provided that before issue of such termination order due opportunity of hearing shall be given to the Grantee.
- (8) That the agency reserves the right to dispose of any asset created through or resulted from the utilisation of funds released by the Agency if the Grantee does not complete the project or diverts the funds for any other project or otherwise becomes responsible for gross inaction or non-utilisation of the funds.
- (9) That the Grantee shall not transfer, alienate, pledge, hypothecate or otherwise dispose of even any movable, immovable assets acquired wholly or partly out of the grant without the prior permission in writing of Agency or utilise it for purposes other than those for which the grants were sanctioned even after the project period is over.
- (10) That the Grantee shall present to the Agency a consolidated report of the entire work done in the Project within three months of the completion of the Projects.
- (11) That the Agency on getting a consolidated report from the Grantee about completion of the Project in all respect shall carry out final measurement and check measurement of the work done to ensure that the Project has been executed/constructed in accordance with the specifications.
- (12) That the Investigators wishing to publish papers based on the research wok done under the Project, shall acknowledge the financial support received by the Grantee.
- (13) That the Grantee shall take upon itself the responsibility of ensuring that the community assets created under the Project are properly utilised.

- (14) That the Grantee shall extend necessary co-operation to all Officers duly authorised nor nominated by the State or the Central Government for monitoring the execution or implementation of the Projects.
- (15) That if any dispute and or difference shall at any time arise between the parties to this Agreement or on interpretation of any clauses thereof or matter herein contained or their respective rights, claims or liabilities hereunder or otherwise however in relation to or arising out of or concerning this Agreement, such disputes and /or differences shall be referred to a District-level Committee headed by the Collector to be constituted for resolving the dispute and/or difference
- (16) That if such dispute and/or difference can not be resolved at the district level by the Collector, the parties may take recourse to the normal legal procedures to settle or resolve the dispute and/or difference.

IN WITNESS WHEREOF the parties there to have put their hands and seals on the day and year first above written.

Signed by.....
the Grantee in presence of witness:-

(1).....
Address.....
(2).....
Address.....

Signed by.....
Officer acting in the premises for
and on behalf of the Agency, in
presence of the witness:-

(1).....
Address.....
(2).....
Address.....

Annexe-III
FORM II
AGREEMENT

AN AGREEMENT made on this.....day of 1992
BETWEEN.....

.....a society registered under the Societies Registration Act, 1860 and having its registered office at.....in the district of(hereafter called the "Grantee" which expression shall, unless excluded by or repugnant to the subject or context, include its successor in office and assigns) of the one part and the.....(hereinafter referred to as the "Agency" of the other part.

WHEREAS the Grantee is willing to participate in the execution of the work or programme to be taken up by the "Agency" in Village.....of.....Block.....District.

AND WHEREAS the grantee is willing to partially meet the cost of the execution of the said work or programme as a matching contribution envisaged under a scheme or otherwise.

AND WHEREAS the Agency is willing to provide balance funds to the Grantee for execution of the said work or programme.

AND WHEREAS it is necessary to reduce in writing the agreement reached as to the terms and conditions and quantum of contribution by the Grantee and Agency for execution of the said works/programme through the participation of the "Grantee".

NOW THIS AGREEMENT WITNESSES and it is hereby agreed as follows:

(1) That the "Grantee" undertakes to execute the works or programme as per the project sanction order annexed hereto(which constitutes a part of this agreement for which a contribution of Rs.....(Rupees.....) only shall be paid by the the Grantee and a Grant of Rupees.....(Rs.....)only shall be paid by the "Agency" to the "Grantee" as hereinafter provided)

(2) That the grant shall be released to the Grantee in instalments as specified in the project sanction order subject to fulfillment of the terms and conditions specified therein and hereinafter provided. The project sanction order of the specify the instalments in which the Grantee will provide its share of the funds required for the project and the manner in which the Grantee will contribute a portion of its share of funds alongwith each instalment of the grant released by the Agency. The first instalment of the Grant shall be released immediately after execution of the agreement.

(3) That the "Grantee" shall-

(i) utilise the funds sanctioned along with its contribution only for execution of the work for which those have been sanctioned and in accordance with the norms and specifications of the work or programme as laid down in the project sanction order.

(ii) limit the expenditure to the amount of grant sanctioned and its own contribution for the work or programme and shall not incur any expenditure under any item beyond the amount provided for that item even within the overall amount of the grant sanctioned and the contribution of the Grantee for the project.

(iii) not alter the contents of the programmes or include new items of expenditure or increase the expenditure on the project beyond the amount of grant and its contribution taken together without the consent in writing of the Agency and

(iv) utilise the funds sanctioned along with its contribution and complete the work or programme with the period stipulated in the project sanction order and shall see where necessary approval of the Agency for extension of the project duration at least a month before the terminal date as originally visualized.

(4) That the "Grantee" shall-

(a) maintain separate Books of Account for the Grants exhibiting details of utilisation of the said grant.

(b) open a separate Bank Account for grants received from the Agency and shall immediately deposit the grant in the said Bank Account after receiving it along with the instalments fixed for the contribution to be made by the Grantee.

(c) prepare and submit to the Agency a statement of expenditure incurred by way of cost on different items every month together with projected expenditure on these items during the coming month by the 10th of the succeeding month.

(d) furnish within three months after the end of the project a certificate in respect of utilisation of the Grant and its contribution to the Agency in Form No.7 of the Orissa General Financial Rules in triplicate. The Certificate shall be accompanied by a Statement of Accounts relating to the project duly audited by a Chartered Accountant or Government Auditor.

(e) make available the Books of Accounts, registers of assets created and other relevant informations relating to utilisation of funds for inspection and scrutiny by any Officer duly authorised by the Agency or by the State or Central Government at any point of time during the period of the implementation of the work or programme and thereafter for a period up to one year from the date of receipt of utilisation certificate in respect of the grant.

(5) That the Grantee shall not entrust the implementation of the work for which the grant has been sanctioned by the Agency to any other person or institution, nor shall transfer the grant or any part thereof to any such person or institution except when it is required so to do under the project sanction order.

(6) That the Grantee shall refund to the Agency the proportionate unutilised portion of the grant on expiry of the period of the project or even earlier when the funds are no longer required for the purpose for which it was released.

(7) That the Agency reserves the rights to terminate the grant or withdraw the fund or any portion thereof at any stage if it is satisfied that the grant has not been properly utilised as per the terms and conditions of the Project Sanction Order or adequate progress is not being made or the Grantee is unable to contribute its share of expenditure. Provided that before issue of such termination order due opportunity of hearing shall be given to the Grantee.

(8) That the Agency reserves the right to dispose of any asset created through or resulted from the utilisation of funds released by the Agency if the Grantee does not complete the project or diverts the funds for any other project or otherwise becomes responsible for gross inaction or non-utilisation of the funds.

(9) That the grantee shall not transfer, alienate, pledge, hypothecate or otherwise dispose of even any movable /immovable assets acquired wholly or partly out of the grant without prior permission in writing from the Agency or utilise it for purpose other than those for which the grants were sanctioned even after the project period is over.

(10) That the Grantee shall present to the Agency a consolidated report of the entire work done in the project within three months of the completion of the projects.

(11) That the Agency on getting a consolidated report from the Grantee about completion of the project in all respects shall carry out final measurement and check measurement of the work done to ensure the project has been executed/constructed in accordance with the specification.

(12) That the investigators wishing to publish papers based on the research work done under the project shall acknowledge the financial support received by the Grantee.

(13) That the grantee shall take upon itself the responsibility of ensuring that the community assets created under the project are properly utilised.

(14) That the Grantee shall extend necessary cooperation to all Officers duly authorised or nominated by the State Government or the central Government for monitoring the execution of implementation of the Project.

(15) That if any dispute and /or difference shall at any time arise between the parties to this Agreement or on interpretation of any clauses thereof or matter herein contained or

their respective rights, claims or liabilities hereunder or otherwise however in relation to or arising out of or concerning this Agreement such disputes and/ or difference shall be referred to a District-level Committee headed by the Collector to be constituted for resolving the dispute and/or difference.

(16) That if such dispute and/ or difference can not be resolved at the district-level by the Collector, the parties may take recourse to the normal legal procedures to settle or resolve the dispute and/or difference.

IN WITNESS WHEREOF the parties there to have put their hands and seals on the day and year first above written.

Signed by.....
the Grantee in presence of witnesses:-

(1).....
Address.....
(2).....
Address.....

Signed by.....
Officer acting in the premises
and on behalf of the Agency,
in presence of the witnesses:-

(1).....
Address.....
(2).....
Address.....