

INVITATION FOR EXPRESSION OF INTEREST (EOI)

The Municipal Corporation Chandigarh invites EOI from reputed NGOs/Registered Body/Individual Body engaged in the care and welfare of cattles for operation and maintenance of Gaushala in village Maloya, Chandigarh. In Maloya Gaushala has been constructed over an area of about 3 acres of land having capacity of about 550-600 cattle. The application Form/Eligibility Criteria along with terms and conditions can be obtained from the office of undersigned before submission date or can also be downloaded from Municipal Corporation website i.e. www.mccchandigarh.gov.in and submit their proposals to the office of Medical Officer of Health, SCO 6, 7, 8 & 9, 30-Bays Building, Sector 17-B, Chandigarh within **(Seven days)** from the date of publication in working hours from 9:00 AM to 5:00 PM. In case of Holiday next working day will be considered.

Medical Officer of Health,
Municipal Corporation,
Chandigarh.

Application Form/Eligibility Criteria/Terms & Conditions

The Municipal Corporation, Chandigarh intends to **hand over the management aspects** of Gaushala in Maloya as per the description given below to Chandigarh located NGO/Registered Body/Individual Body who has sufficient experience in the field of Animal Welfare:-

Gaushala Maloya:-

Sr. No.	Gaushala Maloya	
1.	Location	Village Maloya, Chandigarh
2.	Area	3 Acres
3.	No of sheds	5 nos.
4.	Capacity of cattle	550-600 nos. *

*** Will vary subject to availability of space.**

Eligibility Criteria

1. Only NGO/Registered Body/Individual Body from Chandigarh are eligible to apply.
2. **They** should comply with the all instructions and guidelines issued by the Animal Welfare Board from time to time.

(a)A copy of the registration certificate issued by the concerned authority under any Act, such as-

- 1) Societies Registration Act
- 2) Indian Trust Act
- 3) Co-operative Societies Act
- 4) Gau Sewa Ayog Act

(b) Two copies of the Registered Bye-laws or the Trust Deed or the Constitution or the Rules.

3. The applications fulfilling all the requirements will be submitted before the Competent Authority for taking decision to whom the work regarding management of Gaushalas will be given.

4. The NGO/Registered Body/Individual Body **may provide details of experience** in the Animal Welfare activities during the past and should give details as below:-

1. Name & address of the NGO/Registered: Body/Individual Body

2. Address of Shelter House:

3. Number and details of Shelters available:

4. Number of animals sheltered in the shelter house by the Organization **as on the date of applications invited:**

1	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.
Cows	Buffaloes	Milching animals	Ox/ Bullocks	Male Calves	Female Calves	Horse s	Donke ys	Sheep /Goat	Cats/ Kitten s	Dogs/ Puppi es	Other anima ls Specify Category)	Total

Details of other animals (Column No. 12):

5. Number of animals rescued during the

year:

200__-200__(1.4.200__to 31.3.200__)

6. Number of animals treated by the:
organization during the year 200__-
200__ (1.4.200__ to 31.3.200__)

(As verified from animal treatment register maintained by the organization)

a) In their in-house dispensary/hospital:

b) Sick and injured animals on the spot:

c) In medical camps :

d) By Mobile Clinics :

Total

7. Number of cruelty cases booked by the:
organization

8. Number of Legal Cases filed by the:
organization

Terms and Conditions are below:

1. Purpose:

The First party will only hands over day to day management, operation and maintenance of the Gaushala to the Second Party without any charges. The ownership of the same shall vests with Municipal Corporation for all intents and purpose. Further the premise will be handed over "As is where is basis"

2. Time Period:

The agreement period initially shall be for 5 years, extendable further with the approval of the Municipal Corporation, Chandigarh.

3. Usage of the Premises:

The premises shall be used only for the purpose of keeping Cattle. However, the residential room available therein may be used by the staff deployed therein by the Second Party for self residence only.

4. Payment of Electricity & Water charges:

The entire water and electricity charges shall be borne by the First party. However, the second party shall take approval of the Commissioner, Municipal Corporation, Chandigarh before installing any additional electrical equipment having more than 1 horse power motor or item other than fans and tube lights already installed.

5. Alteration/ amalgamation/encroachment/ defacement of building:

The second party shall make any addition or alteration/defacement of any sort, in part of the premises either temporary or permanent without the prior approval of the Commissioner, Municipal Corporation. However, the Second party may carry out the minor repair requisite for the proper upkeep of the building on its own expenses.

6. Adequate arrangement of the Fire Safety:

The first Party will be required to make necessary fire safety arrangement in the premises and also install appropriate number of fire extinguisher in consultation with the Fire Officer in whose jurisdiction the area falls to ensure safety and security of the public, cattle, self, his employees and the property.

7. Prohibition on pasting any bills, advertisement etc:

The Second Party shall not paste any bills, advertisements, posters, notice, cutting etc. under any circumstances on the walls of the premises.

8. Issuance of identify Card & maintenance of discipline:

The Second Party should issue identity card to all of its employees and the same should be carries in such a manner that the same is visible to all . the employee should maintain strict discipline while engaged in job. It is made clear that the employee of the Second Party shall no connection with the First Party.

9. Maintenance of Hygiene/ Sanitation by the lessee:

(i) That the Second Party will ensure that the Cow Dung is removed from the premises within 48 hours for which he will deploy his own staff & machinery.

(ii) The Second Party shall keep the premises and its surroundings in a clean, Hygienic condition and shall for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of premises.

(iii) The Second Party would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The First Party reserve the right to issue directions from time to time for proper sanitation and cleanliness of the premises and its surrounding area, which are required to be followed by Second Party.

(iv) The Second Party shall ensure strict 'NO SMOKING' around the premises.

10. Inspection of the premises:

The Commissioner Municipal Corporation Chandigarh, may through his authorized officers/employees, at all reasonable times and in reasonable manner, and upon any part of the premises for the purpose of the ascertaining that the Second Party is duly observing the conditions of the agreement. The First Party shall have full right, power and authority at all times to do through his officer of officials all acts and things which may be necessary or expedient for the purpose of enforcing compliance with the terms and conditions.

11. Prohibitions on Subletting etc:

The Second Party shall not sublet, assign or part with possession of the said premises or any part of thereof under any circumstances.

12. Medical Check

The Second Party shall make adequate arrangement for periodical medical checkup of the cattle. It should engage a qualified Veterinary Pharmacist for the same and also make arrangement of the medicine required at its own level. However, in case of any major problem, the Second Party should inform the First Party, who will depute qualified Veterinary Doctor for treatment.

13. Maintenance of proper record:

The Second Party will maintain proper record in respect of the animals kept in the Gaushala including record of animals, which die in the Gaushala.

14. Arrangement of feed:

The Second Party should make appropriate arrangements of feed for the cattle at its own level. However, the quantity of the minimum feed as per following norms shall be provided:-

Turi = 5-7 kg per day per cattle

Green Fodder= 3-5 kg per day per cattle

15. Acceptance of Cattle:

The cattle to the Gaushala shall be supplied by the First Party only. The Second Party will not accept any cattle from any other source its own level except with the prior permission of the Corporation.

16. Transfer of cattle from any other Gaushala:

The First Party reserves the right to shift any cattle from one Gaushala to another within Chandigarh or outside Chandigarh.

17. Removal of Dead Cattle: The Second Party shall intimate the first party without any delay about the death of any cattle. The first Party shall make the appropriate arrangement for the removal of Dead Cattle in reasonable time.

18. Observance of Rules and Rugulaions:

The Second Party shall strictly abide/observe the rules and regulations imposed by the Chandigarh administration, Municipal Corporation Chandigarh or any other authority of the Centre Government from time to time.

19. Imposition of any Tax or charge:

The Second Party shall make payment of any tax or charge levied by any authority from time to time.

20.. Introduction of any fresh direction or guideline:

The First Party reserves the right to amend, alter and introduce any fresh guideline/ direction as and when deemed required for betterment of the gaushala or cattle kept therein.

21. Milk & Excreta:

The Second Party has a right to sell the Milk and Excreta i.e. Dung & Urine of the cattle. However, the First Party has the first charge over the dung for the same in its Horticulture Division and the same will be provided free of the cost by the Second Party. It is further made clear that no shop or outlet should be established with the premises for the purpose of sale. The milk should be disposed same day in its original form.

22. Removal of defects, if any:

The Second Party is bound to remove the defect, if any, pointed out by the authorized officer during inspection and compliance report thereof shall be furnished within 3 days to the First Party.

23. Formation of Monitoring Committee:

Municipal Corporation Chandigarh may form a Monitoring Committee to monitor and supervise the running of Gaushala.

24. Termination of Agreement:

The First Party may terminate to contract, in case, it is found that the Second Party has violated any term or condition of this agreement by giving a prior notice of 1 month to the Second Party. The Second Party may give clarification/explanation and in case, the same is found un-satisfactory the

agreement is not extended after the expiry of its initial period of 5 years the same is deemed to be terminated automatically.

25. Delivery of vacant possession on termination:

The Second Party shall hand over the possession in its original state peacefully to the First Party within 48 hours after termination of the agreement for the reason whatsoever.

26. Jurisdiction:

The courts Chandigarh alone shall have the jurisdiction for the purpose of this agreement.

27. Arbitration:

In the event of any dispute and difference arising out of or in any way touching or concerning this agreement, the matter what is so-ever shall be referred to the sole Arbitrator i.e. Commissioner Municipal Corporation Chandigarh or any other officer authorized by him in said whose decision shall be binding on both the parties. The Arbitration and Cancellation Act, 1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India).