## Municipal Corporation, Bathinda

## INVITATION FOR EXPRESSION OF INTEREST (EOI)

The Municipal Corporation Bathinda, on behalf of District Animal Welfare Society, Bathinda, invites EOI from reputed NGOs/Registered Body/Individual Body engaged in the care and welfare of cattle/Gaushala for operation and maintenance of Gaushala in village Har Raipur and Jhumba, District, Bathinda. The Gaushalas have been/are being constructed over an area of about 12 acres and 7 Acres of land having a capacity of about 1700 cattle and 900 cattle respectively. 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.mcbathinda.com and submit their proposals to the office of Chief Sanitary Inspector, Municipal Corporation, Bathinda, within three Weeks from the date of publication i.e. 04.10.2023 to 25.10.2023 in working hours from 9:00 AM to 5:00 PM along with Rs. 500/- form fees in shape of Demand Draft or by manually depositing at cash counter Municipal Corporation, Bathinda. In case of Holiday next working day will be considered.

> Chief Sanitary Inspector, Municipal Corporation, Bathinda For District Animal Welfare Society, Bathinda

## APPLICATION FORM AND TERMS AND CONDITIONS

The District Animal Welfare Society, Bathinda intends to hand over the management aspects of Gaushala at Har Raipur and Jhumba Bathinda as per the description given below to Punjab based NGO Registered Body, Individual Body who has sufficient experience in the field of Animal Welfare. The eligibility criteria and details of the two Gaushalas are detailed below.

## IMPORTANT DATES AND PLACES:

Date of calling EoI:

04/10/2023

Date and place of consultative meeting:

13/10/2023 at 11 am in DC

Office Bathinda (Meeting

room)

Last Date of Application:

25/10/2023; 5:00 PM

Place of submission (Sealed Cover):

Office of Chief Sanitary

Inspector,

Municipal

Corporation,

Bathinda

(Room no. 26)

Date, time, and place of scrutiny:

26/10/2023; 11 am; DC

office Bathinda (Meeting

room)

**Note:** Applicants are free to make a visit of the Gaushalas any day before the submission of the application.

### Eligibility Criteria

- 1. Only NGO/Registered Body/Individual Body from Punjab will be eligible to apply.
- 2. The applicant must have at least 3 years of experience of having operated and managed at least one Gaushala with a minimum cattle strength of 200 animals.
- 3. The applicant shall submit:
  - a. Application as per format in Annexure-A.
  - A copy of the registration certificate issued by the concerned authority under any Act, such as
    - i. Societies Registration Act
    - ii. Indian Trust Act
    - iii. Co-operative Societies Act

- iv. Gau Sewa Ayog Act
- c. Two copies of the Registered Byelaws or the Trust Deed or the Construction or the Rules.
- d. Balance sheets and PL statements of last 3 years
- e. Proof of running a Gaushala for minimum 3 years prior to date of calling for EoI.
- f. Copy of the PAN card (Mandatory), GSTIN (Optional)
- g. Authorization letter/resolution in favour of the signatory to the documents.
- 4. Application fulfilling all the requirements will be submitted before **the Competent Authority** for taking decision to whom the work regarding operation & management of Gaushala will be given.

Sr.	Gaushala at village Har Raipur &			
	Village Jhumba			
1.	Location	Village Har Raipur,	Village Jhumba,	
		Bathinda	Bathinda	
2.	Area	12 Acres	7 Acres	
3.	No. of sheds	12 nos.	6 nos.	
4.	Capacity of cattle	1700 nos. approx	900s. approx	

- 5. The NGO/ Registered Body/ Individual Body shall provide details of experience in the Animal Welfare activities during the past and should give details as below:-
  - a) Name & address of the NGO/ Registered: Body/ Individual Body
  - b) Address of existing Gaushala under management Shelter:
  - c) Number and details of Sheds available and cattle in Gaushala

Sr.	Name of	Location	Land	No. of	No. of
No.	Gaushala		available	sheds	Cattle
	L				

### **Terms and Conditions:**

- The District Animal Welfare society shall be empowered to issue directions through any authorized official/officer of other departments to the Management of the NGO/ Registered Body/ Individual Body if some defects are noticed in the management of the Gaushala and the same shall be binding upon them.
- The Gaushalas will be handed over for management on "as is where is" basis and an inventory of all movable and immovable assets will be jointly prepared and shall be accounted for by the organization once the period of contract ends or is terminated.
- 3. Complete management will be done by the organization. However, veterinary assistance on rotation basis shall be provided by Animal Husbandry Department. Cost of medicine/other consumables shall be borne by the organization.
- 4. Organization shall be responsible for keeping a complete record of deaths of the animals and shall inform the District society of the number of animals and date wise death count at the end of each month before 7<sup>th</sup> of the ensuing month.
- 5. The NGO/ Registered Body/ Individual Body will maintain proper record in respect of the animals kept in the Gaushala and appropriate Arrangements will be made by them to provide facilities to the impounded animals.
- 6. The NGO/ Registered Body/ Individual Body shall issue Identity Card to the attendants/ workers deployed in the Gaushala and all such attendants/ workers shall be their employees for all intents and purposes.
- 7. The day-to-day maintenance of the premises of the Gaushala shall be the sole responsibility of the NGO/ Registered Body/ Individual Body including sanitation, hygiene, and cleanliness.
- 8. The ownership of the premises of the Gaushala and all movable

and immovable assets handed over to the organization, for all intents and purposes shall remain with the District Animal Welfare Society, Bathinda.

- 9. The MCB or other ULBs or a panchayat may, as per direction of the District Animal Welfare Society, Bathinda send cattle to the Gaushala and the NGO/ Registered Body/ Individual Body will not accept any cattle from any other source at its own level except with the prior permission of the District Animal Welfare Society, Bathinda. NGO shall not refuse any animals till the designated capacity has been filled.
  - 10. The cow dung and urine and also the remains of the dead animals shall be the property of the NGO/ Registered Body/ Individual Body and can be utilized for generation of income. The NGO/ Registered Body/ Individual Body will run the premises and other facilities to the satisfaction of District Animal Welfare Society, Bathinda.
  - 11. The District Animal Welfare Society, Bathinda or any other Govt Department authorized by it shall conduct inspection of the Gaushala from time to time to ensure proper upkeep and care of the stray animals by the NGO/ Registered Body/ Individual Body.
  - 12.Organization shall be bound to comply with all relevant laws, rules and instructions and any legal liability for non-compliance shall be fixed on it and consequences thereof shall be borne by it.
  - 13.No structure temporary or permanent and no additions/alterations except minor repairs of the existing sheds and structures shall be raised by the NGO/ Registered Body/ Individual Body on the premises without prior approval of the District Animal Welfare Society. The existing structure of Gaushala will continue to remain under the sole ownership of the Municipal Corporation/ District Animal Welfare Society, Bathinda and if the agency wants to raise the structure, the prior permission will be taken from Municipal Corporation/ District Animal Welfare Society, Bathinda and after the expiry of stipulated period, the structure will become the

property of Corporation.

- 14.One organization shall be entrusted with the responsibility of management of only one Gaushala.
- 15.Fodder & Medicines and any other incidental expenses involved in the operation and management of the Gaushala including the salaries/wages of manpower shall be provided by the NGO/Registered Body/ Individual Body at their own expenses. However, MCB/ District Animal Welfare Society, Bathinda would provide a pre agreed/tendered per cattle per day diet money.
- 16.Existing manpower currently deployed in the Gaushalas shall be withdrawn by the District Animal Welfare society and all manpower required at the Gaushala shall be deputed by the successful bidder at its own expenses.
- 17. The NGO/ Registered Body/ Individual Body shall not sublet the said premises to anybody, as a whole or in parts directly or indirectly.
- 18. That the Commissioner, MCB or his authorized representative/ District Animal Welfare Society, Bathinda can enter at any time upon the premises to assess the state and condition thereof.
- 19. The NGO/ Registered Body/ Individual will get the minor repair of the said property at their own basis.
- 20. The NGO/ Registered Body/ Individual Body shall use the premises for cowshed purposes only and will use the residential room for the purpose of security & stay of persons engaged in management of animals to be deployed therein.
- 21. The NGO/ Registered Body/ Individual Body will ensure that the cow dung is removed from the gaushala premises daily for which it will deploy its own machinery.

- 22.On expiry of the stipulated period/ termination of Agreement for management of Gaushala, whichever is earlier, the NGO/ Registered Body/ Individual shall hand over the possession of the said premises along with the immovable and movable assets within 48 hours to the said Municipal Corporation/Person authorized person, in as good condition as the NGO/ Registered Body/ Individual Body has received.
- 23. That the NGO/Registered Body/Individual Body shall not carry on or cause to be carried or any obnoxious trade or activity in the said premises and NGO/Registered Body/Individual Body shall not misuse the said premises in any manner.
- 24. That the NGO/ Registered Body/ Individual Body shall strictly abide by the rules and regulations imposed by the District Animal Welfare Society/Municipal Corporation, Bathinda etc.
- 25. That the NGO/ Registered Body/ Individual Body shall strictly abide by rules and instructions issued by the Animal Welfare Board from time to time.
- 26. The Operation & Management of Gaushala shall be given initially for a period of three years, which can be further renewed based upon satisfaction of Competent Authority.
- 27. The Municipal Corporation/ District Animal Welfare Society, Bathinda has the right to amend alter and introduce fresh guidelines as and when required for the welfare of the animals.
- 28.Cancellation of agreement: In case of violation of any term and conditions of the agreement, District Animal Welfare Society either by itself or through any other authorized person, reserves the right to cancel the agreement. However, the MCB will give a prior notice of one month at-least to the NGO/Registered Body/Individual Body and an opportunity of explanation including personal hearing before issue of formal orders for cancellation of the agreement.
  - 29. The Management of the Gaushala will be handed over to the eligible NGO/ Registered Body/ Individual Body on "As is where is

- 30. Jurisdiction of Courts: All disputes arising out of this Agreement shall be subject to the jurisdiction of Court at Bathinda only.
- 31. Arbitration: All disputes and differences arising out or in any way touching upon this Agreement for management of Gaushala, whatsoever, shall be referred to the sole arbitration of the Divisional Commissioner, Faridkot. The decision of the arbitrator shall be final and binding on both parties. The provisions of Arbitration and Conciliation Act, 1996, and Rules framed there under and any statutory modification/ amendments thereof for the time being in force shall apply for such arbitration.
- 32. Interested NGOs/Registered Body/Individual Body engaged in the care and welfare of cattle for operation and maintenance of Gaushalas may give their rate i.e. diet money per animal per day they would charge from MC Bathinda for operation & maintenance of above Gaushalas on aforesaid Terms & conditions. This rate must reach in the o/o undersigned latest by 17 00 hours on 24.10.23 along with other documents mentioned in this EOI. The rate shall be submitted in format at "Annexure B". Agency may quote rates for both Gaushalas or may quote rate for anyone of these Gaushalas. How There will be an increase of rates of @10% after every 3 years in case the District Animal Welfare society extends the period of MoU beyond 3 years.

Note: Financial bids quoting more than 35 Rupees per animal per day shall not be considered.

- 33. In case a cow gives birth while being managed in the Gaushala, no additional funds will be provided for the new born as Gaushala is expected to generate revenue from the milk.
- 34. The successful bidder will be paid the due diet money, after verification and reconciliation, within 10 days of the submission of the monthly claims.

- 35. All applications shall be scrutinized by a committee to be constituted by Chairman District Animal Welfare society, Bathinda and applicants may be called for the discussion by the committee to check their suitability in managing the affairs of the Gaushala. Financial bids of only those applicants which are found to be suitable by the committee shall be opened. The decision of the Competent Authority shall be final & binding on all in this regard.
- 36. In case one applicant is lowest bidder for both the Gaushalas, it will have option to choose one amongst them and the other one will be handed over to the 2<sup>nd</sup> lowest bidder. The financial bids of the two applicants are equal, the successful bidder will be decided by drawing of lots.
- 37. Applications must be submitted in sealed envelopes with financial bid submitted in a separate sealed envelope. In case application documents and financial bid are together in a single envelope, the application shall be rejected, and applicant disqualified.
- 38. All interested must submit their applications and bids at the designated location in person and before the scheduled date and time and must receive an acknowledgement against the submission. No applications will be accepted after the lapse of time (5 PM on 25/10/2023).
- 39. Successful applicants shall be bound to sign an MoU with the District Animal Welfare Society, Bathinda/Commissioner Corporation Bathinda as per the terms and conditions mentioned in this MoU. Failure to adhere to the promise will result in blacklisting across the state.

Chief Sanitary Inspector Municipal Corporation, Bathinda

#### ANNEXURE-A

# APPLICATION FOR OPERATION AND MANAGEMENT OF THE GAUSHALA AT HAR RAIPUR/JHUMBA, DISTRICT BATHINDA

S. No.	Particulars	Remarks	
1.	Name of the NGOs/Registered		
	Body/Individual Body		
2.	Registration Details		
	Act under which registered		
	Registration Number		
	Date and Place of Registration		
	Contact No.		
	E-Mail ID		
3.	Name, parentage and address of		
	authorized person (Attach Identity		
	proof)		
	Contact no.		
	E- mail ID		
4.	CHECKLIST		
	Registration Certificate		
	Articles of Association/Bye Laws		
	Three Years Balance Sheet		
	Three years Profit-Loss Statement		
	Certicate from CA certifying		
	operation and management of at		
	least one Gaushala from last more		
	than 3 years		
	Copy of PAN Card		
	Copy of GSTIN (Optional)		
	Resolution approving application		
	against current EoI and		
	authorization in respect of the		
	signatory applicant		

## 5. Details of existing Gaushala under Management of the Organization:

Name of Gaushala	1	Land available	No. of sheds	No. of Cattle

### **ATTESTATION**

S/O	R/O
solemnly affirm that I have been duly authorized by	(Name of
society/NGO etc) to submit this application on behal	If of the organization and
information provided herein is true to the best of my k	nowledge and nothing has
been concealed herein. I have gone through the details	in the EoI and voluntarily
untertake, on behalf of the organization, to abide by al	Il the terms and conditions
mentioned therein.	
Date:	
	Sign of authorized Person
	Name:

#### **ANNEXURE-B**

### Financial Bid for Management of GAUSHALAs

Name of the Organization:

Address:

### A. Price quote for O&M of Village Har Raipur Gaushala

Name of	Quoted Rate in Rs. Per	Quoted Rate in
NGO	cattle per day (in digits)	Rs. Per cattle per
		day (in words)

## B. Price quote for O&M of Village Jhumba Gaushala

Name of NGO	Quoted Rate in Rs.	Quoted Rate in	
	Per cattle per day	Rs. Per cattle per	
	(in digits)	day (in words)	
,			

Date:

Sign of authorized person

Name:

Contact no: