

EXPRESSION OF INTEREST

1. The Lessor has decided to setup a Gaushala on the land to be provided by the Corporation on about 15 acre of land situated in MC limits.
2. The Lessor express its interest to identify a Lessee to create, run, manage and all other related work for the same.
3. The Lessee can be a duly constituted trust, society foundation. Group of people, Registered body, NGO, or any other identity able to run the Gaushala.
4. Gaushala shall run and follow all religious, pious principals and shall not disturb. Violate, infringe the basic aims of Corporation the overall functioning of the religious atmosphere of the area.
5. Identified Lessee shall create the facility from its own resources and without any financial support from Lessor.
6. Only the symbolic possession (lease hold basis) of the land will be handed over but the Ownership of the Land will remain only with the Municipal Corporation, Panchkula.
7. All development cost will be borne by the Lessee.

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8. All running expenditure like electrical, water, sewerage, taxes, cess etc. bill will be borne by the Lessee from its own resources; MCP shall facilitate the Lessee for getting provided such necessary services.
9. The Lessor shall only handover the symbolic possession of the land on as it is where is basis & same will be leveled/developed by the Lessee at its own expenses.
10. It will be clearly displayed, mentioned that the Gaushala is run under the aegis of Lessor.
11. The Lessee shall follow guidelines laid down in consultation with the Animal Husbandry Department, Animal Corporation, SPCA.
12. All permission/clearances whatever are required for running the Gaushala shall be obtained/renewed by the Lessee at the appropriate time and the expenses of the same shall be borne by the Lessee.
13. The Lessee will ensure the Gaushala to be run on NO PROFIT BASIS and surplus shall be spent only on the development of the project as other religious activities in accordance and approvals of Lessor.

APPLICATIONS

1. Application of the Lessee along with Documents mentioned in part II must reach within 10 days of publication of the expression of interest in the office of E.O., Municipal Corporation, Panchkula in sealed cover.
2. Application should contains the full details of the Lessee along with the registration certificate.
3. Entire complete details of Trustees, members, constituents of the Lessee.
4. Copy of PAN CARD.
5. Attested Copy Constitution. Trust deed of all other documents.
6. Authorized Letter i.e. copy of resolution for the authorized person to submit application.
7. Concept, Vision and Plan Document for running GAUSHALA.
8. Proposed Land Building Utilization plan with estimated cost.
9. Proposed Budget, Financial sourcing, fund flow plan for the capital Expenditure ensuring smooth execution and time bound completion of the GAUSHALA.

LESSOR-(MUNICIPAL CORPORATION PANCHKULA)
LESSEE-(NGO/REGISTERED BODY/INDIVIDUAL)

10. Affidavit that the documents submitted are part of application the contents of which are true and photocopies are of the original Documents.

11. Non refundable Security fees of Rs. 1000/- payable in shape of DD favoring Commissioner, Municipal Corporation, Panchkula.

12. **Processing of Application:-** After receipt of EOI, the applicants will be invited at an appointed date and time for interaction before a duly constituted authority by the Commissioner, Municipal Corporation, Panchkula. No further opportunity shall be granted for the same.

13. **Agreement/MOU:-** After the finalization the organization will be required to execute the Documentation as per requirement of the Corporation to ensure time bound execution, make functional and smooth running of the GAUSHALA.

Eligibility Criteria

**LESSOR-(MUNICIPAL CORPORATION PANCHKULA)
LESSEE-(NGO/REGISTERED BODY/INDIVIDUAL)**

| S. No. | Description |
|---------------|---|
| 1. | Only NGO/Registered Body/Individual Body are eligible to apply. |
| 2. | The Lessee should be registered with the Animal Welfare Board of India/ on State Govts. Etc. and should comply with the all instructions and guidelines issued by the Animal Welfare Board from time to time. |
| 3(a). | The annual reports of the Lessee from its inception or for the last three years. |
| (b). | Audited Statement of accounts for the above period. |
| (c). | A copy of the registration certificate issued by the concerned authority under any Act, such as- |
| (d) | I. Societies Registration act II. Indian Trust Act III. Co-operative Societies Act IV. Gau Sewa Ayog Act |
| 4.. | Two copies of the Registered Bye-laws or the Trust Deed or the Construction or the Rules. |
| 5. | The Lessee should be in the Animal Welfare activities during the past 5 years and should give details of management/operations & medication thereof of Gaushala. |

LESSOR-(MUNICIPAL CORPORATION PANCHKULA)
LESSEE-(NGO/REGISTERED BODY/INDIVIDUAL)

Application Form/Eligibility Criteria/Terms & Conditions

The Municipal Corporation, Panchkula intends to lease out land for Gaushala to Lessee who has sufficient experience in the field of Animal Welfare and related activities:-

| S. No. | Gaushala | |
|--------|--------------------|---------------|
| 1. | Location | Village:- |
| 2. | Area | About 15 acre |
| 3. | Capacity of Cattle | 2000+ |

TERMS & CONDITIONS OF GAUSHALA

1. The land as per detail given in the Annexure-I should be used only for Gaushala purposes and ancillary activities.
2. The ownership of land/building will continue to vest with Lessor i.e. Municipal Corporation, Panchkula.
3. The construction of the structure/building will be done by the concerned Society/Firm. No construction, addition/alteration will be done without prior approval of structure/building plans from the Corporation.
4. The use of land other than, for which it is earmarked will not be allowed in any case and the building/land would be reverted back to Lessor in case of any violation.
5. No commercial business activity shall be allowed under any circumstances.
6. The Society/Firm shall have no right to transfer or sublet to any person the land/building in any case.
7. No Donation Box for collection of funds by any society/Firm would be allowed to be placed in or around the Gaushala.

8. The Society/Firm will raise the building maximum upto first storey, however the office, staff accommodation can be allowed upto 2 stories.
9. That building can be used by the Corporation for its own use for any purpose, at any time.
10. Maintenance, cleanliness and sanitation of the building and surrounding area would be sole responsibility of the Lessee.
11. No collection of funds in the name of Lessor will be made for the construction of Gaushala, through any receipt, advertisement/display of banners etc.
12. The Lessee shall arrange proper upkeep and care of the sick animals and will provide medication as and when needed.
13. The Lessor shall be empowered to issue directions to the Lessees, if **some defects are noticed in the management of the Gaushala and the same shall be binding upon them.**
14. The Lessee will make arrangement for **periodical medical checkup of the animals by a qualified Veterinary Doctor.**

15.The Lessee 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.

16.The Lessee 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.

17.The day to day maintenance of the premises of the Gaushala shall be the sole responsibility of the Lessee including sanitation, hygiene and cleanliness.

18.The ownership of the premises of the Gaushala for all intents and purposes shall remain with the Lessor.

19.The Lessor shall supply cattle to the Gaushala and then Lessee will not accept any cattle from any other source at its own level except with the prior permission of the Lessor.

20.The cow dung and urine shall be the property of the Lessee and can be utilized for generating income. The Lessee will run the premises and other facilities to the satisfaction of the Lessor.

21.The Lessor shall conduct inspection of the Gaushala from time to time to ensure its proper upkeep and care of the stray animals by the Lessee.

22.The water and electricity charges shall be paid by the Lessee as per the bills.

23.Fodder & Medicines shall be provided by the Lessee at their own expenses.

24.The Commissioner or his authorized representative can enter at any time upon the premises to assess the state and general prevency condition thereof.

25.The Lessee will get the repair of the said property as required on their own basis.

26.The Lessee will ensure that the Cow/Dung is removed from the premises within 48 hours in Gaushala for which he will deploy his own machinery.

27.On expiry of the stipulated period/termination of Lease Agreement Lessee shall hand over vacant physical possession of the said premises within 48 hours to the Lessor in as good condition as the Lessee has received.

28.The Lessee shall strictly abide by the rules and regulations imposed by the Lessor and in case any tax or charge is levied by the Lessor the same will be paid by the Lessee.

29.The Lessor has the right to amend, alter and introduce fresh guidelines as and when required.

30.The Management of the Gaushala will be handed over to the eligible NGO/Registered Body/Individual Body on '**As is where is basis**'.

31.After the approval of Lessor the submitted design the Gaushala shall be made functional at the earliest preferably within 6 months.

32.The Lessee shall ensure the proper disposal of cattle in case of death.

33.Processing Disposal of the waste generated as per guidelines of the pollution control board shall be sole responsibility of the Lessee at its own cost.

34.Proper arrangements for the visitors feeding cows shall be ensured.

35.The Lessee shall be submit annual accounts along with copy of Income Tax returns of each financial year latest by 30th August of the year.

36.**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 Commissioner, Municipal Corporation, Panchkula. The decision of the arbitrator shall be final and binding on both the 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.

37. Cancellation of Agreement:- In case of violation of any terms & conditions of the agreement, the Commissioner, Municipal Corporation, Panchkula or any other officers authorized by him in this regard, reserves the right to cancel the agreement. However, the MCP will give a prior notice of one month atleast to the Lessee and an opportunity of explanation including personal hearing before issue of formal orders for cancellation of the agreement.

38. Jurisdiction of Courts:- All disputes arising out of this Agreement shall be subject to the jurisdictions of Courts at Panchkula only.

