HAPPY AND CHOICE WELFARE SOCIETY

Unique Id of VO/NGO	RJ/2023/0346964
DARPAN Reg. Date	22-04-2024

Registration Details

Registrar of Cooperative Societies
Registered Societies (Non-Government)
COOP/2021/UDAIPUR/201658
Available
Available
THE RAJASTHAN SOCIETIES REGISTRATION ACT, 1958
UDAIPUR
RAJASTHAN
27-01-2022

Members

Name	Designation	Pan	Aadhaar
SURESH KUMAR BHAVSAR	President	Available	Available
ALKA BHAVSAR	Treasurer	Available	Available
RAVI BHAVSAR	Founder	Available	Available
DIMPLE BHAVSAR	Secretary	Available	Available

Sector/ Key Issues

Key Issues	Disaster Management, Drinking Water, Education & Literacy, Environment & Forests, Health & Family Welfare, Youth Affairs, Any Other, Animal Welfare
Operational Area-States	RAJASTHAN
Operational Area-District	RAJASTHAN->Udaipur

FCRA details

FCRA Available	FCRA Registration no.
Not Available	Not Available

Details of Achievements

Our NGO has been operational for over four years and has successfully provided shelter, rescue, and animal welfare services to more than 500,000 stray animals. We are proud to have more than 700 volunteers who are completely dedicated to non-profit, unconditional animal care.

Source of Funds

Department Name	Source	Finacial Year	Amount Sanctioned	Purpose
Not Specified	Any Other	2021-2022	Not Specified	NO GRANT RECEIVED
Not Specified	Any Other	2022-2023	Not Specified	NO GRANT RECEIVED
Not Specified	Any Other	2023-2024	Not Specified	WE HAVE NOT RECEIVED ANY GRANT YET

Contact Details

Address	M2T15, MEGA AAWAS, BEDWAS, UDAIPUR (RAJASTHAN)
City	UDAIPUR
State	RAJASTHAN
Telephone	Not Available
Mobile No	8239498447
Website Url	Not Available
E-mail	happyandchoicewelfaresociety(at)gmail[dot]com
Last modified on	19-04-2024



BY AND BETWEEN:

1. Indian Institute of Management Udaipur, (registered under the Rajasthan Society Registration Act, 1958 on April 5, 2010) is an Autonomous Institute under the Ministry of Education, Government of India, having its current office at Balicha, Udaipur-313001, Rajasthan, India (hereinafter referred to as the "Institute", which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators, and assignees),

AND

2. M/s Happy and Choice Welfare Society (Udaipur Animal Feed), having its registered office at M2T15, Mega Aawas, Dedwas, Udaipur, Rajasthan-313003 (hereinafter referred to as the "Agency", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators, and assignees), represented by Ms. Dimple Bhavsar of the agency/organization.



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SECRETARY
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CAR HOME INVESTOR

WHEREAS the agency has agreed to carry out the Operation and Maintenance of Canine Shelters at Indian Institute Management Udaipur mentioned in the Scope of Work attached hereto at the prices and in the manner and upon the terms and conditions hereinafter mentioned and whereas the agency has deposited with Institute, the sum of Rs.34,200.00/- (Rupees Thirty Four Thousand Two Hundred Only) vide Bank Guarantee issued bytowards the security money for the due and faithful performance of this contract and to be forfeited in the event of the agency failing duly and faithfully performance of this contract.

The Institute and the Agency agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this her his Agreement shall prevail over all other Contract documents.

The Letter of Acceptance (LOA) dated 21st September 2023.

Contract Amount:- Rs.6,84,000.00/- per annum (Rupees Six Lac Eighty Four-

flousand per annum only)

consideration of the payments to be made by the Institute to the Agency as indicated in this Agreement, the Agency hereby covenants with the Institute to execute the works and to comply with all statutory requirements existing as well as those promulgated from time to time. The price payable for rendering requisite services after fulfilment of all statutory requirements is as per the Letter of Acceptance & Scope of Work.

- The contract agreement will commence w.e.f. 01st October 2023 for a duration of 01 (one) year i.e. up to 30th September 2024.
- The Scope of Work and Terms and Conditions will be as follows:- SCOPE OF 5. WORK AND TERMS AND CONDITIONS
- 1 SHELTER RUNNING AND GOVERNANCE

Cleaning:

- a) Every day canine poop and utensils cleaning
- b) Twice a month deep cleaning.
- c) Every two months sanitization of the shelter.

Feeding:

- a. All canines will be fed twice a day (morning (6-9 am) and evening (6-9pm)
- b. Every canine will have a separate bowl for food
- c. Water bowls will be kept in the shelter and refilled periodically.
- d. Community members may feed the canines in the shelter.

Page 2 of

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Community members may walk the canines (on the leash) and play with them.

Medical:

a). All canines will be neutered, and yearly rabies vaccination will be administered.

(a) Anti-tick/flea treatment will be done every 2 weeks.

Individual health and vaccination records will be maintained for each canine. Copies will be shared with IIMU.

d) Height weight and body temperature of all canines will be recorded at the beginning monitored periodically.

First aid boxes will be kept in each shelter.

In case of severe sickness and/or injury canine will be isolated till the time there medical help is received.

Shelter Governance:

- a. The agency will form a team comprising UAF members, one person from one community canine carer (VOLUNTEER), one IIMU admin and one vet. This team will visit the shelter each month and review the functioning.
- The agency will also create a dedicated phone line (WHATSAPP) for feedback.

c. Daily feeding videos will be uploaded by staff to the Canine care number.

Shelter design:

Mhere will be three shelters:

a) Sheller 1 Near Hostel side) occupant number: 6) Shelten (Near lake side) occupant number: 6

Shelte Mear Staff Housing), occupant number: 7 The enclosures within shelters will be based

on the racks to avoid fighting.

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Closed space will have kennels for each canine.

For winters the agency will provide mattresses in the shelter.

All shelters will have leashes, muzzles and collars.

DETAILS OF CANINES AT CANINE SHELTERS

Shelters		
S.No	Location	No of Canines.
1	Hostel side	5
2	Lake side	6
3	SH side	8
4	Main Gate	2
Total Canines		21

^{*} The no. of canines mentioned in the list are not exhaustive and subject to vary, the payment will be made as per actual.

General Policies:

> Humane Handling: Canine shall always be handled in a humane manner. They should not be subjected to physical force other than as may be required in restraining the animal for safety of

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Always, when possible, canines shall be separated as follows: a. Puppies from adult animals b. Aggressive animals from all others c. Nursing mothers and their litter from alf others e. Puppies of different litters.

Animas under quarantine for dangerous and/or any disease will be kept separate, without

contact, from all other canines.

Persons in charge of caring for housed canines will see that all food and watering containers are kept clean and food & fresh water is available to canines. All canines should be fed at least twice daily.

A veterinarian or employee will check any sick or injured animals from time to time.

Medical Care of Canine.

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In order to prevent the spread of disease and to provide dogs/cats with basic medical care while in the control and custody of the Truth or Consequences Animal Shelter, dogs/cats are inoculated against certain diseases upon entry into the shelter. They are also provided medical treatment as deemed reasonable and necessary on a case-by-case basis.

(a) Medical Record: Beginning with the entry into the shelter, a medical record is maintained for all canines including information on inoculations and de-worming. This information serves as a complete record of the medical history of the dogs/cats while housed at the shelter. The medical record is kept in the file with the canine names and inake number and is made available to approved adoption or rescue organizations or egulatory agencies.

Medication Card: A brightly colored note on the kennel card paper identifies the dogs desiving medical treatment at the shelter. Such treatment could include medications of an ear infection or a skin disorder. This information is recorded by staff for each time the animal is treated.

Vaccinations within Entry: All healthy dogs are vaccinated within arrival at the shelter. Vaccination of all the Canines at certain interval will be ensured. Neutering of all the canines will be ensured by the administration.

- (d) Cleaning Dog Kennels: Cleaning dog kennels correctly ensures a healthy, less stressful stay. The kennels and/or cages will be cleaned and disinfected at least once daily, preferably in the morning, or most frequently, as needed. all food and water bowls will be removed and washed. Remove Solid Waste: Rid the kennel of all solid waste, such as feces, clumps of hair and dry food on the floor and place the waste in a lined trash can. Place a clean water bowl in the kennel and fresh water in the bowl.
- > Operation Hours: A Canine Care Team will work from 8 Am to 7 PM in all 7 days throughout the year. They will be responsible for operation & maintenance of Canine Shelters. The canine shelter will be locked from outside and keys will be available with Canine care team/Helpdesk.
- Taking out Canine for Stroll: Community members preferably Canine lovers are allowed to take out canine for a certain period (3 PM to 7 PM daily) subject to fulfilment of below mentioned conditions.

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Use of leash – A leash gives the control you need to keep the dog and others safe. Therefore, the dog should always be leashed while on a walk, hike, or run.

Scoop the poop – Dog faeces is not only unsightly and can leave brown spots on the grass, but it can also leach into the groundwater and can spread diseases or parasites to other animals and people Therefore Picking up poop is another nonnegotiable rule of dog walking.

Pay attention – Ultimately, the person who is taking out dog for stroll are responsible for dog's behaviour and actions. The dog should always stay by your side, don't allow them to wander off the trail or into the street, and make sure they aren't approaching others or wrapping their leash around people or objects.

IV. Safe Return- Any resident, who takes a dog out of the shelter for walk/hike/run should ensure safe return of the dog to the designated shelter. The Caretaker will make necessary entry while taking out/ returning of canine to the designated shelter.

3. AGENCY'S OBLIGATIONS

The Agency shall provide services at Client's premises as per Scope of Work which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Agency shall abide by such assignments as provided by the Client from time to time.

Agency shall not engage any sub-agency for the work assigned to him.

In the event of substandard performance or non-performance during the contract period, the client shall have the right to foreclose the contract and forfeit the Performance Guarantee/ Security Deposit.

The bilder agencies shall carry out all works in accordance with statutory requirements of Safety and Regulations and other rules/Acts as applicable.

Institute shall not be responsible for any injury to the staff for canine care services and caused in course of feir performing the duties or for payment of any compensation.

Agencies shall be responsible for the damage of every sort of the property of the institute due to new inches to the agency and cost of all such damages will be recovered from the amount payable to the agency.

The bidder/contractor will ensure to pay minimum wages (as per Minimum Wages Act and as per Govt. of India notification from time to time)) to their employees at all times along with statutory obligations like Leave, Bonus, EPF & ESI etc.

4. VALIDITY OF CONTRACT

The contract shall be initially for 01 (One) Year w.e.f 01st October 2023 to 30th September 2024. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security

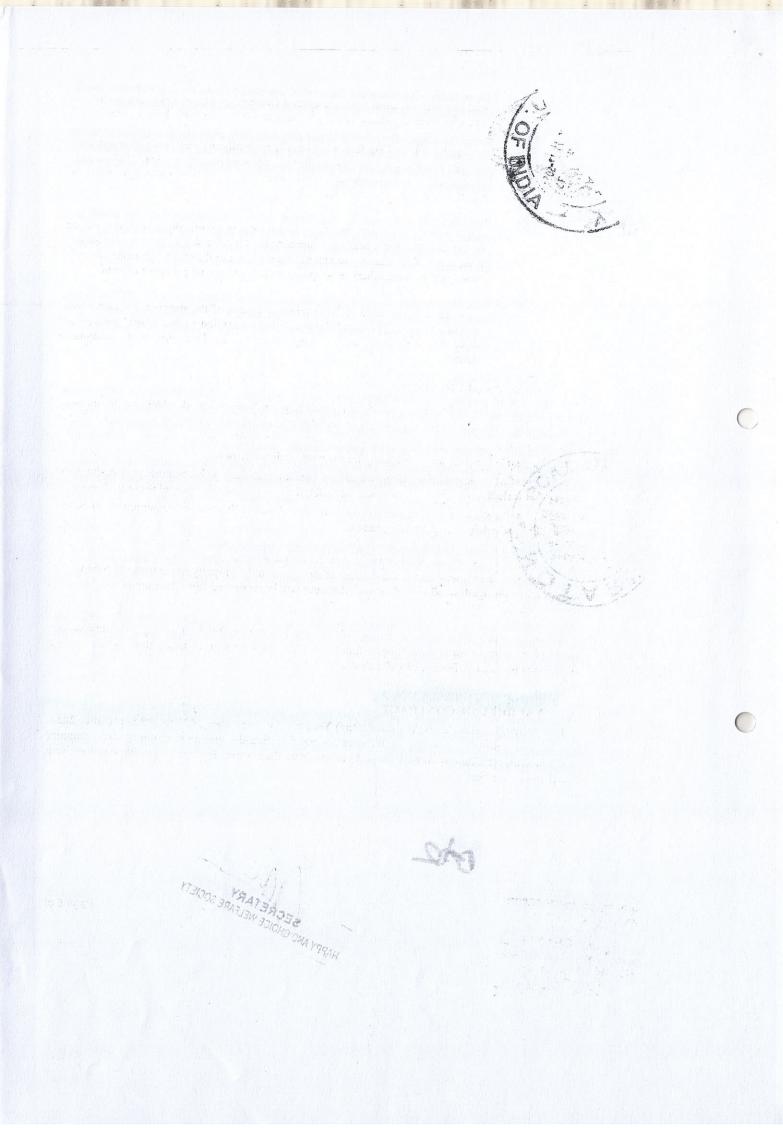
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Page 5 of



amount deposited by the agency and initiating administrative actions for blacklisting etc. solely at the discretion of the Competent Authority of the office of the Client.

The contract period will be valid initially for one year. The contract may be extended subject to satisfactory performance at the sole discretion of IIMU for a further period of up to two years in a spell of one year each. Feedback against the services provided by the agency may be collected from time to time from the respective students/faculties/staff/ internally. Based on the same, the performance of the agenor will be justified and extension may be given accordingly.

In ease the performance of the agency is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the contract, then the entire or any part of the contract may be terminated by IIMU even before the scheduled time by giving advance notice of one month to this effect.

PAYMENTS

Payment terms are as follows: -

Payment will be made on monthly basis after submission of Invoice/Bill.

All payments shall be made in Indian Currency by means of NEFT/ RTGS in the account of the Agency after making statutory deduction if any.

No payment shall be made in advance nor any loan from any bank or financial institution recommended based on the order of award of work.

PENALTY CLAUSE 6

The recovery in case of the absence of staff or feed to the canine a recovery @ 1000.00/hift will be made from the agency's bill.

The penalty of Rs 500/- per incident will be imposed in the case of complaint regarding

received from the residents (Only after joint verification). 1604 IIMU shall impose a penalty which will be a maximum a sum of 10% the amount of the and warroice Walue/Bill amount of the particular month or as per the order from the Institute's OVE HONOSmpeten Authority.

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Termination of Contract:

The Institute has the absolute right to terminate the contract/services at any time by giving one month's notice in writing without assigning any reason whatsoever and the Institute shall not be responsible for any loss, damage etc. suffered by the firm/agency/company because of such termination of contract.

In the event of the bidder/contractor desiring an earlier termination of contract/services, contractor shall have to give 3 (three) months advance notice to the Institute.

In case of termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the agency will not be entitled to and will not claim any compensation / absorption in the regular or otherwise services of the Institute. The personnel of the bidder/contractor will not claim and will notbe entitled to pay, perks or any other facilities as admissible to the regular/ confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.

FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION

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IN SCOPE OF WORK

If at any time after acceptance of the work, the Competent Authority shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Competent Authority shall give notice in writing to that effect to the agency and the agency shall act accordingly in the matter. The agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9 RIGHT TO INSPECTION

The Competent authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day activity of the agency to ensure maintenance of high quality standards conformity to the tender terms and conditions.

10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of Client or of the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which good not have been prevented by exercise of reasonable skill and care and good industry practices and shall in the case without limitation, the following:

(i) War, has investinvasion, act of foreign enemy and civil war;

Rebel 1887, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iv) Stike sabotage, unlawful lockout, epidemics, quarantine and plague; (iv

() Earthquake Are flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure;
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (v) The measures which the Affected Party has taken or proposes to take to alleviate/mitigatethe impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

NO

ATTESTED

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26/9/23

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11 Legal Jurisdiction:

The contractor/agencies shall abide by all the rules, regulations, by-laws and statues etc. as exists in the Institute. Any matters of disputes arising out of contract agreement will be subject to jurisdiction of the Courts logated at UDAIPUR, RAJASTHAN.

Agreement to be executed in accordance with the laws of India on the day, month, and year indicated

Signed by:

For and on behalf of the Institute Opresence of ent Udalpur

Witness 1600 Name 1

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PINIS hest HM Caipur, Balicha, Udaipur Signed by:

For and on behalf of the Agency in the in the presence of

Witness:

Name:

Address:

SIGN: MARKS PHOTO/THUM

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Page 8 of

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