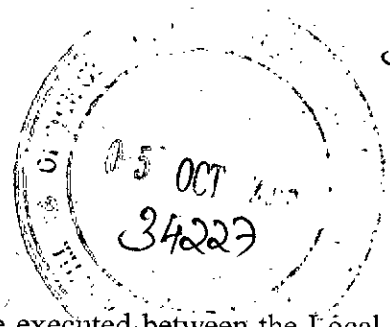




GOVERNMENT OF KERALA

Abstract

Local Self Government Department - Format of Agreement to be executed between the Local Self Government Institutions and Dog Catchers - Approved - Orders Issued.



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LOCAL SELF GOVERNMENT (RC) DEPARTMENT

G.O. (Rt) No.2941/2015/LSGD

Dated, Thiruvananthapuram;28.9.2015.

Read: G.O.(Rt) No. 2840/2015/LSGD dated 17.9.2015

ORDER

In continuation to the G.O. read above the Government is pleased to prescribe a model agreement to be entered between the Local Government and the selected dog catchers (annexed to this order).

As the Government of Kerala is undertaking a systematic Animal Birth Control Programme which is scientifically designed by the World Health Organisation and has been mandated by the Government of India through the Animal Birth Control Rules 2001 framed under the Prevention of Cruelty to Animals Act 1960, the Local Governments may follow the instructions in letter of spirit.

Government also order that the officer-in-charge of ABC Centre (Animal Birth Control Centre) shall issue a certificate in duplicate to the Contractor or individual who caught and produced the dog. The certificate will have the details like name of person which brought the dogs, contract number if applicable, number of dog brought, number of dogs sterilized, number of dogs vaccinated, etc.

The killing of dogs is illegal as per the Prevention of Cruelty to Animals Act and Rules framed there under. In case a dog is rabid, it may be killed as per Section 13 of the Prevention of Cruelty to Animals Act 1960.

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urgently
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Moreover, killing of dogs as a means to control stray dog menace will impede and interrupt the Dog Population Management Programme being conducted by the Government and would attract actions under the Prevention of Cruelty to Animals Act 1960 and the Indian Penal Code.

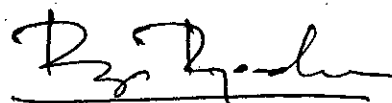
(By order of the Governor)

(James Varghese)
Principal Secretary

To

~~The~~ Director of Urban Affairs, Thiruvananthapuram
The Director of Panchayath, Thiruvananthapuram.
The Director of Animal Husbandry Department, Thiruvananthapuram.
The Advocate General, Kerala, Ernakulam.
The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram
All Secretaries of Local Governments Institutions (Through the DUA and DS)
The PS to Minister, Urban Affairs and Grama Panchayath)
C A to Principal Secretary, LSGD
C A to Secretary, Urban Affairs & GP
The Stock File/Office Copy.

Forwarded/By order,



Section Officer.

Agreement between the Local Body and the Contractor for Dog Squad

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Agreement & Undertaking

THIS AGREEMENT made as of the day of 2015, between
_____ (the "Contractee/First Party"), and _____
("Contractor/Second Party") _____ (Name,
Address, Contract No..... date..... email id.....)

1. The contractor agrees to abide by the norms prescribed in ABC rules 1960 frame under the prevention of Cruelty Act 1960 while catching the dogs from the local body area, transporting to the Veterinary Clinic for sterilisation and transporting back to the LSG area for releasing them to the spot from which they are caught.

2. The contractor shall maintain a record of dogs captured in a register, mentioning therein the name of the area/locality, date and time of capture, and details about dogs captured such as number of male dogs, number of female dogs:

3. The Contractor shall obtain receipts from the Veterinarian in charge at the Animal Birth Control Center containing details like the number of dogs received in a batch, the panchayath from where the dogs were caught, etc should be obtained in duplicate and one copy shall be kept by him and the other one shall be submitted to the Local Self Government while claiming the fee.

4. The Local Government shall pay Rs. 250/- per dog within 7 days over the claim along with the certificate are submitted by the contractor.

5. The Local Government may conduct inspection to the locality to ascertain that the claims are genuine.

6. The Local Government will intimate the SPCA of the District and they may also ensure that the dogs are released by the Contractor back to the same locality from which they are caught.

7. The Contractor shall provide records about the catching, transportation and rehabilitation of the dogs to be monitored by the Animal Birth Control Monitoring Committee constituted under the Rule 4 of the Animal Birth Control Rules 2001.

8. Termination of Agreement

If the contractor is found to be indulging in any violations of the provision of the Animal Birth Control Rules 2001, then the contractee shall reserve the right to terminated the Contract.

9. In any case of cruelty to animals, the liability of any criminal prosecution shall be solely on the contractor.

10. The contract will be valid for one year from (date of entering into the agreement.)

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