

**Guidelines for Animal Shelters seeing Grants-in-Aid for old, distress,
homeless, injured and sick animals**

1. Scope

This scheme is established to address the needs of the over two billion animals in India, including stray, wounded, and diseased animals. Given the inadequacies of existing shelters and facilities, this scheme aims to support the establishment and maintenance of animal shelters, provide ambulance services, and ensure medical facilities for the treatment and care of animals in distress.

2. Objective:

The objective of this programme is to establish and maintain shelter houses for old, distress, homeless, injured and sick animals across the country.

3. Details of the Programme: The programme envisages providing onetime Grants-in-Aid to the SPCA, Panchayti Raj Institutions, Urban local Bodies, Panjrapole, and Recognized Animal Welfare Organization (AWOs) for construction of Animal Shelters for Small and Large Animals.

(A) For Large Animal Shelter (300 Animals):

Under the programme 50% financial assistance up to Rs. 27 lakh of the project cost will be provided for construction of fencing, water tanks, drains, in-house dispensaries, medical equipment, and ambulances limited to lakh when the cost of the shelter will be restricted to ₹ 54 lakh. The Organization shall have to arrange remaining contribution for the proposed infrastructure. The Organizations as mentioned above shall be eligible to receive Grants-in-Aid for the following eligible components as per **Annexure-I**.

(B) For Small Animals Shelter (200 animals):

Under the programme 50% financial assistance up to Rs. 15 lakh of the project cost will be provided for construction of fencing, water tanks, drains, in-house dispensaries, medical equipment, and ambulances limited to lakh when the cost of the shelter will be restricted to ₹ 30 lakh. The Organization shall have to arrange remaining contribution for the proposed infrastructure. The Organizations as mentioned above shall be eligible to receive Grants-in-Aid for the following eligible components as per **Annexure-II**.

4. Eligibility

1. Animal Welfare Organizations (AWOs) recognized by Animal Welfare Board of India(AWBI), Societies for Prevention of Cruelty to Animals

(SPCAs), Local bodies, Panchayat Raj Institutions, Municipal Corporations, Government Departments.

2. The organizations having land either in their name or taken into lease for long term operation as per the existing rules and regulations of the state where it is located.
3. The Organizations must have a minimum of three years of relevant experience or demonstrate competence in proposed activities.
4. Organizations must not be run for profit and must have a properly constituted managing body.
5. Organizations registered with NITI Aayog DARPAN Portal and obtain a Unique ID Number. However, Unique ID would not be required if the organization is SPCA, Pinjrapole or Government Agencies or bodies.
6. The Grants-in-Aid will be provided to those Organizations which has capacity to house more than 100 animals and also having land in their possession. In case of Government organizations such as SPCA, Municipal Corporations, Local Bodies, this restriction would not be applicable.
7. The Government organizations such as SPCA, Municipal Corporations, Local Bodies, need to submit the comprehensive plan to run the shelters, availability of funds for day-to-day expenditure, manpower etc. which is to be submitted at the time of submission of application to the AWBI.
8. The funds will be made available on first come first serve basis and till the availability of fund during the particular year.

5. Process of Sanction and Release of Funds

- a) Online applications are to be submitted in the prescribed format, including detailed proposals covering objectives, geographical area, cost estimates, blueprint of the proposed infrastructure/ site plan in the portal developed by the AWBI seeking grants. In case of Government organizations such as SPCA, Municipal Corporations, Local Bodies, the applications shall be forwarded to the AWBI by the concerned State Board.
- b) After receipt of the application, the AWBI will scrutinize the application and depute an inspection team or may request State Animal Welfare

Board (SAWB) or any other competent authority duly authorised by the AWBI, to conduct the inspection of the organisation and site visit and application shall be further processed based on satisfactory inspection reports.

- c) After receipt of the inspection report, the applications will be submitted before the Grants Committee for approval.
- d) After the approval of the Grants Committee, the Organization shall have to submit Bond as mentioned at **Annexure III**. However, in case of Government organizations such as SPCA, Municipal Corporations, Local Bodies the fund will be released to the concerned organization to their dedicated account of the organizations or to the State Animal Welfare Board as deemed fit, as per the Memorandum of Understanding as placed at **Annexure IV**.
- e) Total amount of cost of shelter will be released in two instalments. The first instalment will be released at the time of approval of the proposal. The second instalment will be released after utilization of the fund after duly inspected by the AWBI.
- f) The Organization shall have to open a dedicated savings bank account in any Scheduled Bank having the Online Banking system. The Bank account to be mapped with the PFMS system.

6. Utilization and Release of Grants

1. Grants shall cover maximum of 50% of approved capital costs up to the Rs. 27 lakh for large animal shelter and Rs. 15 lakh for small animal shelter.
2. Utilization certificates and statements of expenditure, duly audited by a chartered accountant and president of the organisation must be submitted within 9 months of release of the first instalments as per the GFR-2017 duly audited by the Charter Accountant with UDIN no. and Countersigned by the Secretary or President of the Organization. Similarly, the project completion certificate shall be submitted to AWBI within 9 months of release of second instalments.
3. In addition to para (3) above, the SPCA, local bodies the Utilization Certificate as per GFR-2017 shall be submitted after Countersigned by the State Animal Welfare Board not below the rank of Member Secretary of the State Board.

4. The Grants-in-Aid released to the Organization shall be utilized within a period of 9 months from the date of release. If the Grants-in-Aid is lying unspent for longer than 9 months or no work has been started, the AWBI shall be right to recall the Grant or may charge penal interest @ 7% per annum.
5. The interest accrued from the unspent amount released by the AWBI to the Organization shall be refunded every year not later than 31st March of closing financial year to the AWBI for depositing to the Bharat Kosh.

6. Inspection and Monitoring

1. The Board is authorised to conduct periodical of inspections.
2. The organisation shall submit the audit report to the Board Annually or as and when requested by the Board.
3. The Board shall monitor the utilization of Grant to ensure compliance with conditions for sanction and proper utilization.
4. The organization shall submit the performance of the shelter e.g no. of animal housed every year, no. of animals given veterinary treatment and other information required for evaluation of performance of the shelter shall have to be provided to AWBI in every year not later than 30th April at least for 7 years.

9. Changes and Termination:

- a) Once the proposal and layout is approved by the Board, No change shall be carried of the said sanctioned plan without prior approval of the Board.
- b) The Board shall reserve the rights to terminate the MoU and recover the fund, if progress is unsatisfactory or condition(s) to the grant or Memorandum of understanding (MOU) is violated.

10. Re-appropriation of the fund:

- a) Organizations may re-appropriate expenditure within the sanctioned amounts within the approved components under intimation to the Board.

- b) In case of cost escalation or any modification of the approved cost, the excess amount shall be to be incurred by the Organization under intimation to the Board.

10. Recovery of Grants- The Board shall have right to recover the Grant amount with 7% annual interest, in the case of following conditions:

- a) If organizations do not comply with norms or fail to execute activities for which grants were sanctioned.
- b) If the case the organisation fails to Construct the shelter or part of the approved activities or made alteration to the sanctioned plan of the shelter, expenditure not as per the component of the scheme and fail to perform the animal welfare activities for minimum of 7 years.
- c) If there are any commercial activities happening within the shelter or in case of violation of provisions of the Prevention of Cruelty to Animal Act, 1960 or Rules thereunder.
- d) If the organization is failed to send the Utilization of Grants within 9 months of release of grants of any of the instalments, the AWBI will start issue recovery notices immediately after 15 days from the date of completion of 9 months. If the organization fails to submit the utilization or not constructed the shelter as per the approved specification, the recovery will be taken from the Organization. The AWBI shall take legal course, in case the organization fails to refund the amount with interest amount even after three consecutive notices issued at every 15 days intervals.

(C) Establishment of Animal Shelter in Public Private Partnership Mode (PPP)

The Central Government will encourage establishment of Animal Shelter through PPP Mode. The State Government or Local Bodies or Panchayati Raj Institutions may explore possibilities of establishment of Animal Shelters by inviting Non-Government Organizations, Trust, Societies, Private Companies to establish the Animal Shelters. The following models may be contemplated:

i) Model-1: Design Build-Operate-Transfer (DBOT)

Under DBOT, the following options may be exercised:

Option 1: The State Government shall invite private entities to invest into establishing animal welfare center (individual facilities or combination infrastructure). The land designated for the facility shall be contributed by

the state government. The land may be provided to the private entity as a long-term lease.

The private entity shall finance, design and construct the facility and upon completion, the operations and maintenance of the same shall be taken up by the private entity.

During this process, the private entity will need to ensure that the requisite terms and conditions are met *(such as the duration of the operations, standards to be maintained, procurement of equipment, hiring of contractors and compliance with environmental regulations)*. After the lease tenure *(usually 20-30 years)*, the center shall be transferred to the government.

Option 2: The State Government may provide land to the private entity on lease, like Option 1.

Additionally, the Animal Welfare Board of India (AWBI) may assist private entities with a 100% capital grant towards the project cost limited to ₹ 54 lakh. All other aspects shall remain the same as in Option 1.

Running of Animal Shelter:

Government Funding: Financial support from the government shall be directed towards infrastructure development which shall include components such as fencing, the construction of animal shelters, veterinary care facilities, fodder storage areas, biogas plants, and systems for treating animal waste. These investments are crucial for enhancing the overall welfare of animals.

Corporate Social Responsibility (CSR) Funding: The active participation of the private sector through CSR initiatives is vital for the long-term sustainability of animal welfare facilities.

Donations: Contributions from individuals and organizations are also encouraged to support animal welfare initiatives.

Operational Costs: The state government will cover the operational expenses, for feed and fodder, medical supplies, labor costs, and other miscellaneous expenses. Additionally, the central government may offer assistance based on the number of stray animals that need rehabilitation each year based on the demand for funds raised by states

Annexure I

S.No.	Component	Amount limited to ₹(in Lakhs)
(i)	Cost of fencing	5.00
(ii)	Cost of construction of in-house dispensary and Medical equipments	3.50
(iii)	Cost of construction of shed for animals including feeding and watering infrastructure.	20.00
(iv)	Construction of Fodder Storage area	5.00
(v)	Cost of construction of drains	1.75
(vi)	Purchase of motor operated chaff cutter	0.75
(vii)	Development of Gochar land or fodder cultivation area	1.00
(viii)	Construction of biogas plant(for 85 meter cubic)	4.00
(ix)	Production facility for panchgavya product, animal waste products.	3.00
(x)	Specially designed rescue vehicle	10.00
Total:		54.00

*** The cost norms shall vary depending on the construction materials, area and geographical locations and number of animals sheltered.**

Annexure-II

S.No.	Component	Amount limited to ₹ (in Lakhs)
(i)	Cost of fencing	5.00
(ii)	Cost of construction of in-house dispensary and veterinary equipment	5.00
(iii)	Cost of construction of open space including kennels for dogs	10.00
(iv)	Cost of watering and other medical equipment	3.00
(x)	Specially designed rescue vehicle	7.00
Total:		30.00

*** The cost norms shall vary depending on the construction materials, area and geographical locations and number of animals sheltered.**

BOND

(Bond to be executed on Rs.100/- Non-Judicial Stamp Paper by the grantee Organization)

Whereas the Organization (name of the Organization herein after called as Obligor), has submitted an application vide Letter No... dated.... Seeking financial assistance for establishment of Animal Shelter for stray and injured animal;

Whereas the Obligor has provided all the necessary documents including the land and other amenities for running of shelter;

Whereas the Obligor has agreed to fulfill all the necessary conditions mentioned in the scheme guidelines for financial assistance and agreed to abide by the said conditions;

Whereas the Obligor has constituted Management Committee as per the bye-laws of the Obligor and Know all men by these presents that_____

_____a society registered under the Societies Registration Act, (21) of 1860 and having its office at_____

_____.in the State of_____

Now therefore, the Animal Welfare Board (hereinafter referred to as Board) of India has issued sanction vide Letter No.____ dated_____
(hereinafter referred to as the letter of Sanction) which forms integral part of these presents and a copy whereof is annexed in 'A' agreed to make in favor of the obliger a grant of Rs. _____(Rupees_____
_____)for the purpose of _____
_____out of which Rs. _____
(Rupees_____
_____) has been paid to the obliger both hereby admit and acknowledge on the condition of the obliger executing a bond in the terms and manner contained hereinafter which the obliger has agreed to do.

Whereas the Obligor is held and fully and firmly bound up to the “Board” for the sum of Rs. _____ (Rupees _____) and agreed to provide the utilization certificate as per GFR-2017 within nine months of release first installments along with the Physical Progress report with necessary photograph with geo-tagging;

Whereas the Obligor has received second installment of grants vide sanction letter no..... dated..... after due verification of the work of the shelter;

Whereas the Obligor shall be liable to follow all conditions of the sanction letter and bonds failing which the Obligor shall be liable to refund the Grants -in-Aid to the Board with interest thereon 7% per annum well and truly be paid to the Board on demand and without a demur for which payment has been made;

Whereas the Obligor shall be liable to follow all the rules and regulation or guidelines issued by the Central Government and Second Party regarding management of shelter;

Whereas the Obligor shall not violate the provisions of the Prevention of Cruelty to Animal Act, 1960 and rules framed thereunder;

Whereas the Obligor is liable to submit regular report to the Second party regarding the running of the shelter house;

Whereas the Obligator accepts that the Board will take legal action against the Organization for recovery of the funds released in any instalment if such fund is not utilized as per the terms and conditions approved by the Board;

Therefore, the obliger firmly binds itself and its successors and assigns by these presents signed this _____ day of _____ valid for five years from the date of issuance of the transfer of the grant-in-aid to the dedicated bank account of the Obligator.

The Obliger

Secretary
Signature and name in Block
letters Designation and
Official Seal of the
Org./Institution

Sureties: In the event of failing to comply with the conditions or committing breach of the Bond, the Sureties individually and jointly will be liable to refund to the Animal Welfare Board of India, Ballabhgarh – 121004, the entire amount of the grant with interest at 7% per annum thereon or the sum specified under the Bond.

Surety No. 1

Name & Address in full
Signature

Surety No. 2

Name & Address in full
Signature

In the presence of

Witnesses:

- 1.
- 2.

Bond accepted and on Behalf of AWBI

Secretary, AWBI

Memorandum of Understanding
between

Animal Welfare Board of India
and

..... Local Body/ District Society for Prevention of Cruelty to
Animals/ Panchayati Raj Institution/ State Animal Welfare Board

Whereas the Local Body/ District Society for Prevention of Cruelty to Animals/ Panchayati Raj Institution/ State Animal Welfare Board (hereinafter called as First Party) has submitted a proposal for establishment of Animal Shelter at.....(name of the place) for providing shelter to stray and injured animals;

Whereas the First Party has provided the necessary land and amenities for establishing the shelter;

Whereas the Animal Welfare Board of India (hereinafter called as Second Party) has approved the proposal and decided to release 50% in two installments of the approved capital costs to the first party limited to sum of ₹..... for establishment of shelter for the financial year;

Whereas the Grants-in-Aid released to the first party shall be utilized within a period of 9 months from the date of release. If the Grants-in-Aid is lying unspent for longer than 9 months or no work has been started, the AWBI shall be right to recall the Grant or may charge penal interest @ 7% per annum.

Whereas the first party agreed to submit the utilization certificates and statements of expenditure, duly audited by a competent authority of the First Party as per the GFR-2017 and Countersigned by the Secretary or officer of equivalent rank of the first party;

Whereas the grant release to SPCA, the Utilization Certificate as per GFR-2017, shall be submitted after Countersigned by the Member Secretary, State Animal Welfare Board;

Whereas the interest accrued from the unspent amount released by the AWBI to the first party, shall be refunded every year not later than 31st March of closing financial year to the AWBI for depositing to the Bharat Kosh;

Whereas, the First Party will bear all cost of running the shelter and will not seek any fund for day-to-day operation of the said shelter;

Whereas the First Party shall be liable to follow all the rules and regulation or guidelines issued by the Central Government and Second Party regarding management of shelter;

Whereas the First Party shall not violate the provisions of the Prevention of Cruelty to Animal Act, 1960 and rules framed thereunder;

Whereas the First party is liable to submit regular report to the Second party regarding the running of the Shelter;

Therefore, the First Party is entering to the MoU with the Second Party on theday ofMonthYear for the five-year period from date of signing this MoU.

Secretary, AWBI

(Authorized Officer of the
First Party)

In the presence of

- 1.
- 2.