

**OFFICE OF THE CHARITY COMMISSIONER
(Government of Gujarat)**

**TENDER DOCUMENT
FOR
SELECTION OF SERVICE PROVIDER
FOR
DEVELOPMENT AND MAINTENANCE OF
WEB APPLICATION**

**Bid Processing Fee: Rs. 10,000/- (Non Refundable)
Earnest Money Deposit: Rs. 3,00,000/- (Refundable)**

(May, 2017)

Tender No: SW06052017134



**Gujarat Informatics Ltd
Block No. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat
Ph No. 23259240, Fax: 23238925.
www.gil.gujarat.gov.in**

**Last date of receipt of pre-bid queries: 12th May, 2017 up to 1500 hrs.
Date of Pre-Bid Meeting: 17th May, 2017 at 1500 hrs.
Last date of Submission of Bid: 1st June up to 1500 hrs.
Opening of Technical Bid: 1st June at 1600 hrs.**

Abbreviations

- **GoG:** Government of Gujarat
- **OCC:** Office of the Charity Commissioner
- **CC:** Charity Commissioner
- **GIL:** Gujarat Informatics Limited
- **PTR:** Public Trusts Register
- **SP:** Service Provider
- **SI:** System Integrator
- **CMMi:** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **MIS:** Management Information System
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center

INDEX

SECTION I: INVITATION FOR BIDS (IFB).....5

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)7

1 Definitions7

2 Pre-qualification Criteria.....8

3 Cost of Bidding.....9

A. THE BIDDING DOCUMENTS9

1 Contents of Bidding Documents9

2 Pre-Bid Conference/Clarification of Bidding Documents.....9

3 Amendment of Bidding Documents9

B. PREPARATION OF BIDS9

4 Language of Bid9

5 Documents Comprising the Bid10

6 Bid Form10

7 Bid Prices10

8 Bid Currency10

9 Bid Security/Earnest Money Deposit10

10 Period of Validity Bids.....11

11 Format and Signing of Bid.....11

C. SUBMISSION OF BIDS.....11

12 Sealing and Marking of Bids.....11

13 Deadline for Submission of Bids11

14 Late Bids12

15 Modification and Withdrawal of Bids12

D. BID OPENING AND EVALUATION OF BIDS.....12

16 Opening of Bids by GIL.....12

17 Clarification of Bids12

18 Preliminary Examination.....12

19 Technical and Commercial evaluation13

20 Contacting GIL/OCC15

E. AWARD OF CONTRACT15

21 Post-qualification.....15

22 Award Criteria.....16

23 OCC/GIL’s Right to Accept Any Bid and to reject any or All Bids.....16

24 Notification of Awards.....16

25 Signing of Contract16

26 Performance Security16

27	Corrupt or Fraudulent Practices	17
28	Interpretation of the clauses in the Tender Document / Contract Document	17
	SECTION III: GENERAL CONDITIONS OF CONTRACT	19
	SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE	29
	SECTION V: SCOPE OF WORK	32
1.	Bid Proposal Form.....	52
2.	Particulars of the Bidder's organization.....	53
3.	Bid Processing Fees & Earnest Money Deposit Details.....	53
4.	Financial strength of the bidder	54
5.	Details of completed/ongoing web Applications projects (Excluding Hardware procurement cost & Third party software license procurements) each of value more than 30 lacs in the last three years (2013-14, 2014-15, 2015-16)	54
6.	Details of No. of full time IT professionals involved in Project Management, System design, System analysis, software development & coding, Testing on the payroll of the bidder with Authorized signatory	54
7.	Technical Proposal, Description of the Approach, Methodology and Work Plan for Performing the Assignment	54
8.	Financial Bid.....	55
9.	Performance Bank Guarantee	58
10.	Format of Earnest Money Deposit in the form of Bank Guarantee.....	60
11.	Self Declaration.....	62
12.	FORMAT OF AFFIDAVIT	64

SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB APPLICATION

1. Request for Proposal for Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of complete web application for Office of the Charity Commissioner of Legal Department for the period of 5 years of maintenance.
2. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
3. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Web Application.
4. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Web Application.

Sr. No.	Information	Details
1.	Last date for submission of written queries for clarifications only by e-mail as predefined format 2.1	12th May, 2017 up to 1500 hrs. e-mail ID: viveku@gujarat.gov.in amitp@gujarat.gov.in
2.	Place, date and time for Pre bid conference	17th May, 2017 at 1500 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
3.	Last date and time for submission of Bid security/EMD, Bid Processing fees, Affidavit (as per prescribed format given at Form 12) in GIL physically	1st June up to 1500 hrs.
4.	Last date and time for submission of proposals (Technical and commercial) (Online)	1st June up to 1500 hrs.
5.	Place, date and time for opening of technical proposals	1st June at 1600 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
6.	Place, date and time for technical Presentation	The place, date and time for technical presentation will give to the qualified bidder later on.
7.	Contact person for queries	Director (e-Governance), Gujarat Informatics Limited
8.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
9.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
10.	Bid validity	180 days

5. **All bids must be submitted online on <https://gil.nprocure.com> website**
6. Bidders shall submit **Bid processing fees** of Rs. 10,000 in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
7. Bidders shall submit **Bid security/EMD** of Rs. 3,00,000 in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **as per prescribed format attached in this document (Form 10)** and must be submitted along with the covering letter.
8. Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given at Form 12)
9. The sealed cover should super scribe as "Bid Processing fees, Bid Security/EMD and Affidavit (as per attached format Form 12) for the tender for Selection of **"Service Provider for Analysis, design, development, testing, implementation and maintenance of complete web application for Office of the Charity Commissioner of Legal Department."**
10. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
11. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
12. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
13. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by OCC/GIL for selection of consulting firm/company.
3. "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar
4. "Committee" means I.T. committee of the Legal Department.
5. "Contract Price" means the price payable to the consulting firm/company on the panel of OCC/GIL under the Contract for the complete and proper performance of its contractual obligations.
6. "SP" means Service Provider, any private or public entity, which will provide the services to OCC/GIL under the contract.
7. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
8. "Day" means working day
9. "Effective date" means the date on which the contract comes into force and effect.
10. "Government" means State Government of Gujarat.
11. "OCC" means Office of the Charity Commissioner of Legal Department, Mirzapur Road, Lal Darwaja, Ahmedabad
12. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. "Services" means the work to be performed by the SP pursuant to the selection by OCC/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by OCC/GIL.
14. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for Technical Bid evaluation

No	Pre-Qualification Criteria	Documents Required
1.	The company should be registered under Companies Registration act 1956 or 2013.	Copy of Certificate of Incorporation
2.	Bidder should have at least 3 years experience in similar IT Projects/Solutions as on March 2017.	Copy of Certificate + Work Order
3.	The bidder must have turnover of at least Rs. 5 crore for each of the last three financial years or cumulative of Rs. 15 crore in last three years (2013-14, 2014-15, 2015-16) as on 31 st March, 2016 from Software/IT product Development and Software Support service activities. It should not include cost of Hardware procurement & Third party software license procurements.	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2016, CA Certificate from the statutory auditor.
4.	Bidder should have completed/ongoing at least 3 projects of Web Applications (Excluding Hardware procurement cost & Third party software license procurements.) each of value more than 30 lacs in the last three years (2013-14, 2014-15, 2015-16) out of 3 projects at least one project has to be in the Government sector of contract value more than Rs. 30 lacs	Completion Certificates from the client + Work Order
5.	The Bidder Should have CMMi (level 3 or above) or ISO 9001:2000 in IT Related Services.	Copy of Certificate
6.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments.	Self-Declaration as attached format Section 11
7.	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.
8.	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.	Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration /Lease agreement. Or Self declaration.
9.	No Consortium is allowed.	-

All supporting documents are to be uploaded in our e-Tendering website <https://gil.nprocure.com>.

3 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

1.1 The bid must be submitted online on <https://gil.nprocure.com>

1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and on <https://gil.nprocure.com>. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2 Pre-Bid Conference/Clarification of Bidding Documents

2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section I of this document. GIL/OCC will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.

The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			

2.2 The Responses of the pre bid queries will be upload on <https://gil.nprocure.com> and <http://gil.gujarat.gov.in/>

3 Amendment of Bidding Documents

3.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.

3.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

4 Language of Bid

4.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of

the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

5 Documents Comprising the Bid

- 5.1** The Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.
- 5.2** The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by GIL

6 Bid Form

- 6.1** The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>.

7 Bid Prices

- 7.1** The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 7.2** Following points need to be considered while indicating prices:
 - 7.2.1** The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - 7.2.2** The rates of any Indian duties, VAT and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
 - 7.2.3** Invoicing shall be from Gujarat only.
- 7.3** The Bidder's separation of the price components in accordance with the ITB Clause 7.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 7.4** Sharing of responsibility (between OCC and the bidder) of procurement of various types of software shall be as under:
 - 7.4.1** The prices quoted shall be inclusive of the cost of server operating system and the licensed software required for actual running of applications deployed (i.e. Server Operating system, Database software etc).
 - 7.4.2** OCC shall have all the rights to select any of the above options without justifying reasons thereof.
 - 7.4.3** In case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the scope of the work.
 - 7.4.4** The full IPR for the entire software will rest with the OCC. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the OCC before release of final payment on completion of training and implementation of solution.

8 Bid Currency

- 8.1** Prices shall be quoted in Indian Rupees only.

9 Bid Security/Earnest Money Deposit

- 9.1** Bid security/ Earnest Money Deposit Rs. 3,00,000/- (Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid**

for 9 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Form 10) and must be submitted along with the covering letter.

9.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

9.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.

9.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.

9.5 The EARNEST MONEY DEPOSIT shall be forfeited:

9.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

9.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

9.6 No exemption for submitting the EMD will be given to any agency.

10 Period of Validity Bids

10.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.

10.2 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided under ITB Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.

10.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

11 Format and Signing of Bid

11.1 The Bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

11.2 Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

C. SUBMISSION OF BIDS

12 Sealing and Marking of Bids

12.1 All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.

12.2 Telex, cable, e-mailed or facsimile bids will be rejected.

13 Deadline for Submission of Bids

13.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.

13.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 3, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late Bids

14.1 Late bids will not be accepted.

15 Modification and Withdrawal of Bids

15.1 The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.

15.2 No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 10.

D. BID OPENING AND EVALUATION OF BIDS

16 Opening of Bids by GIL

16.1 GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

Gujarat Informatics Ltd, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar.

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.

16.2 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.

16.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

16.4 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

17 Clarification of Bids

17.1 During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

18 Preliminary Examination

18.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished,

whether the documents have been properly signed, and whether the bids are generally in order.

- 18.2** Prior to the detailed evaluation, pursuant to ITB Clause 19, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (AOC Clause 26), Applicable law (GCC Clause 31) and Taxes and duties (GCC Clause 32) will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.3** If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.4** Conditional bids are liable to be rejected.

19 Technical and Commercial evaluation

- 19.1** OCC/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, OCC/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 19.2** The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 19.3** During the technical evaluation, OCC/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60% in technical evaluation. At any point of time, if OCC/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, OCC/GIL may reject his bid without assigning any reason or explanation.
- 19.4** Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.
- 19.5 Technical Evaluation Criteria:**

Sr. No	Particulars	Points System	Max Marks
1	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2016)	3 to <5 years = 04 Marks 5 to <7 years = 07 Marks >=7 years = 10 Marks	10
2	Quality Certifications	ISO 9001:2008 for software development = 2 Marks ISO 27001 = 2 Marks ISO 20000 = 2 Marks	10

		CMMI 3 = 2 Marks or CMMI 5 = 4 Marks	
3	Average Turnover of company for last 3 years as on 31 st March 2016 (i.e. FY 2013-14, 2014-15 and 2015-16). It should not include cost of Hardware procurement & Third party software license procurements.	5 to < 7 cr = 04 Marks 7 to < 9 cr = 07 Marks >=9 cr = 10 Marks	10
4	No. of "similar" Development projects completed/ongoing in last 3 years each of value more than 30 lakh (i.e. FY 2013-14, 2014-15 and 2015-16). (Excluding Hardware procurement cost & Third party software license procurements.)	3 -4 projects = 15 Marks 5 -6 projects = 20 Marks >6 projects = 30 Marks	30
5	No. of full time IT professionals, involved in Project Management, System design, System analysis, software development & coding, Testing.	51-75 = 04 Marks 76-100 = 07 Marks >=101 = 10 Marks	10
6	Technical Presentation		30
Total			100 Marks
Cut Off Marks			60 Marks

19.6 Presentation Evaluation Criteria:

The bidder will have to give Technical Presentation on the following points as a part of the Technical evaluation.

Sr. No	Criteria	Marks
1	Approach & Methodology	05
2	Solution architecture	05
3	Availability and scalability of proposed solution	05
4	Proposed Team Structure & Handholding support	05
5	Project Milestones and Deliverables	05
6	Development and Deployment Platforms	05
	Total Marks	30 Marks

Note: Minimum 60 marks out of 100 (70 Technical + 30 presentation) required to qualify for the financial bid opening.

19.7 Technical Bid Evaluation:

Technical Bid will be assigned a technical score (Tn) out of 100 Marks by the Committee at the evaluation in the commercial process.

19.8 Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation (obtained minimum 60 marks out of 100) will only be opened. All other Commercial bids will not be

opened. The Financial bid of the technically qualified bidders will be evaluated. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder

F_n = normalized financial score for the bidder under consideration

F_b = commercial quote for the bidder under consideration

F_{min} = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (F_n) = $100 \times F_{min} / F_b$

19.9 Final Evaluation of Bid

Proposals will be ranked according to their combined technical (T_n) and financial (F_n) scores using the weights ($T = 0.60$ the weight given to the Technical Proposal; $P = 0.40$ the weight given to the Financial Proposal; $T + P = 1$). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) = $T_n \times T + F_n \times P$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

20 Contacting GIL/OCC

20.1 Subject to ITB Clause 17, no Bidder shall contact GIL/OCC on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/OCC, he should do so in writing. GIL/OCC reserves its right as to whether such additional information should be considered or otherwise

20.2 Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

21 Post-qualification

21.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

22 Award Criteria

- 22.1** Subject to ITB Clause 24, OCC will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 19 mentioned above.
- 22.2** OCC reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

23 OCC/GIL's Right to Accept Any Bid and to reject any or All Bids

- 23.1** OCC/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

24 Notification of Awards

- 24.1** Prior to the expiration of the period of the bid validity, concerned OCC will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 24.2** The notification of award will constitute the formation of the Contact.

25 Signing of Contract

- 25.1** At the same time as OCC notifies the successful Bidder that its bid has been accepted, OCC will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 25.2** Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to OCC.

26 Performance Security

- 26.1** The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract
- 26.2** The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from "GIL" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. No. EMD/10/2015/508/DMO dated 27.04.2016 by Finance Department or further instruction issued by Finance department time to time.
- 26.3** The Performance Security shall be in the form of Bank Guarantee valid for 5 years from the date of actual start of operation.
- 26.4** If the O & M support required to be extended for further two years after the expiry of warranty of five years then the period of PBG should also be extended.

- 26.5** The proceeds of the performance security shall be payable to OCC as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 26.6** The Performance Security shall be denominated in Indian Rupees
- 26.7** Within 15 days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- 26.8** The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 26.9** In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 26.10** No interest shall be payable on the PBG amount. OCC may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

27 Corrupt or Fraudulent Practices.

- 27.1** OCC requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, OCC defines for the purposes of this provision, the terms set forth as follows:
- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of OCC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OCC of the benefits of the free and open competition;
- 27.2** OCC shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 27.3** OCC shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

28 Interpretation of the clauses in the Tender Document / Contract Document

- 28.1** In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.

28.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to OCC/GIL.

OCC/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between OCC and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
 - c) "Services" means to Design, Develop, Implement, testing and maintenance of web application and other obligations of the service provider covered under the Contract;
 - d) "GCC means the General Conditions of Contract contained in this section.
 - e) "OCC" means Office of the Charity Commissioner availing the service from the SP.
 - f) "The Client's Country" is the country named in GCC.
 - g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
 - h) "Day" means a working day.
 - i) "Critical deliverables" means the deliverables supplies by SP
 - j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
 - k) "Software" means the design, develop and testing of application as per requirement of OCC.
 - l) The "Go-Live" means the Web application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
 - m) The "Bid Document" and "Tender Document" are the same.

2 Application

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3 Country of Origin

- 3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.2 The origin of Services is distinct from the nationality of the service provider.

4 Standards

- 4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

5 Use of Contract Documents and Information

- 5.1 The service provider shall not, without OCC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without OCC's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of OCC and shall be returned (in all copies) to OCC on completion of the service provider's performance under the Contract if so required by OCC.
- 5.4 The service provider shall permit OCC to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by OCC, if so required by OCC.

6 Patent Rights, Copyright

- 6.1 The Service Provider shall indemnify OCC/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the SP will develop any customized solution for OCC as part of project, then the copyright/IPR of that customized solution will be with the OCC/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 The OCC shall have the right to use the source and customized code for any other Govt. Department/Boards/Corps or entity if required.

7 Inspection/Testing

7.1 Application :

- 7.1.1 OCC or its representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the OCC.
- 7.1.2 As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by OCC at the cost of SP. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC as mentioned below:

1. Functional Testing 2. Load Testing 3. Performance Testing

Note: Software Testing cost would be approx. 4 lakh with approximate variation of \pm 20%. (may vary based on actual application development) Taxes are extra as applicable. This is an approximate cost but the final price of software testing would depend upon the final size of application and the actual software testing done by EQDC after development.

7.2 Application Security Audit:

- 7.2.1 In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.
- 7.2.1.1 The SP must submit the test results to OCC.
- 7.2.1.2 Should any inspected or tested software fail to conform to the specifications, the OCC may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to OCC.
- 7.2.1.3 OCC's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by OCC for its representative prior to the software deployment.
- 7.2.1.4 No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.
- 7.2.1.5 The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of OCC, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after OCC is satisfied with the working of the software on the, the acceptance certificate of OCC will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- 7.2.1.6 Before the Application modules are taken over by OCC, the SP shall supply operation manuals. These shall be in such details as will enable OCC to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to OCC.

8 Change Request Orders

- 8.1 OCC may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:

8.1.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for OCC;

8.1.2 The place of delivery; and/or the Services to be provided by the SP.

8.2 Training of personnel of the OCC in terms of hours/subjects will be without any additional cost.

8.3 If any such change causes an increase or decrease in the cost of, or the time required for, the SP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the SP for adjustment under this clause must be asserted within thirty (30) days from the date of the SP's receipt of the OCC's change order.

9 Delivery of Documents

9.1 Design/Development/Coding/implementation/maintenance of the software shall be made by the service provider in accordance with the terms specified by OCC in the Notification of Award.

9.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify OCC accordingly.

10 Deployment of Software

10.1 Service provider must deploy the solution at the places specified by OCC at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.

11 Prices

11.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.

11.2 The prices quoted should not be conditional/optional and it should be in line with the technology. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

12 Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13 Assignment

13.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with OCC's prior written consent.

14 Delays in the supplier / service provider's Performance

14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by OCC in the contract document.

14.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify OCC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, OCC shall evaluate the situation

and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and OCC, shall be at no extra cost to OCC.

- 14.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.

15 Termination for Default

- 15.1 OCC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
- 15.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by OCC; or
 - 15.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
 - 15.1.3 If the service provider, in the judgment of OCC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

16 Force Majeure

- 16.1 Notwithstanding anything contained in the tender, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or

revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 16.3 If a force Majeure situation arises, the service provider shall promptly notify OCC in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by OCC in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

17 Limitation of Liability

- 17.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

18 Termination for Insolvency

- 18.1 OCC may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OCC.

19 Termination for Convenience

- 19.1 OCC by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for OCC's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by OCC at the Contract terms and prices. For the remaining services, OCC may elect:
- 19.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
- 19.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

20 Right to use defective software/equipment

- 20.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or

omissions by debugging / repair or by partial or complete replacement is made without interfering with OCC's operation.

21 Supplier / service provider Integrity

21.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

22 Supplier / service provider's Obligations

22.1 The service provider is obliged to work closely with OCC's staff, act within its own authority and abide by directives issued by OCC.

22.2 The service provider will abide by the job safety measures prevalent in India and will free OCC from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold OCC responsible or obligated.

22.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.

22.4 The service provider will treat as confidential all data and information about OCC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of OCC.

23 Patent Rights

23.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in OCC, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and OCC is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. OCC will give notice to the service provider of such claim, if it is made, without delay.

24 Site Preparation and Installation

24.1 OCC is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. OCC will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with OCC so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with OCC.

25 Proposed timelines for Implementation from the date of issuance of work order (6 months)

Activity	Timelines in Weeks	Deliverables
T=Date of Signing of Contract		
Project Initiation & Team Mobilization	T1= (T +1)	<ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Detailing of Resource Profile
Conceptualization, As-Is, BPR and To-be	T2= (T1 +2)	♦ Conceptualization report (Identification of the services in consultation with OCC)
	T3= (T2+3)	<ul style="list-style-type: none"> ♦ User Requirement Specifications Report ♦ As-Is Report, Business Process Re-engineering Report, To-Be Report
Procurement of System Software like Server OS, Database etc.	T4= (T3 +2)	♦ Paper license certificate in the name of dept.
Completion of Design, Development & Coding of Web Application	T5= (T4+10)	<ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Deployment Plan
Testing & UAT	T6= (T5+3)	<ul style="list-style-type: none"> ♦ Test Cases ♦ Test Reports ♦ UAT Sign-off Certificate
Application Training	T7= (T6+1)	Training, Training Schedule / Plan, Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T8= (T7+2)	Certificate of successful commissioning
5 years Warranty period for Operation and Maintenance support after Go-Live	T9 = (T8+5 years)	Operation and Maintenance support for five years after Go-Live include handholding support and Training
Handholding support for 3 months after Go-Live	T10 = (T8 + 3 months)	Handholding Support for 3 months

26 Payment Schedule

Sr. No	Activity	Payment (%)
1	Conceptualization, URS, As-Is, BPR and To-be	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
2	Design, Development & Coding of Web Application, SRS, DB Design	30% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as

3	Testing & UAT	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as
4	Training	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
5	Commissioning & Go-Live	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
6	License Software	100% after submission of the licenses details and verified by OCC. As per Annexure B.
7	ATS/AMC of Database & Server OS Licensing	equally in each quarter , As per Annexure C
8	5 years Warranty period for Operation and Maintenance support after Go-Live	equally in each quarter, Payment will be divided into 20 quarterly installments as Successful bidder quoted in Annexure D
9	Handholding Support for 3 months after Go-live	100% of payment will be released as per Annexure E

27 Unconditional Bid

27.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

28 No Variable Cost in Financial Bid

28.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of OCC.

29 Resolution of Disputes

29.1 In this regard OCC doesn't go for any arbitration on dispute and OCC's decision will be final and binding on the service provider.

30 Governing Language

30.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

31 Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

32 Taxes and Duties

32.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to OCC. However, VAT/Service Tax in respect of the

transaction between OCC and the service provider shall be payable extra, if so stipulated in the Notification of Award.

33 Binding Clause

33.1 All decisions taken by GIL regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

34 Subcontract/Outsource

34.1 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to OCC for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. OCC shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to OCC and users. Uptime, in percentage, of any Central IT component can be calculated as:
$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to OCC and users and excludes the scheduled outages planned in advance for the OCC central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of OCC specified services that may lead to disruption in normal operations of OCC services.
- "Response Time" shall mean After a request is sent to an application, "response time" measures how long it takes for a response to return back from the application
- "Resolution Time" the resolution time is the time taken for resolution which the problem is resolved and the application function is returned to a usable and available state.

1.1 Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SP shall be reviewed by OCC against this SLA. The SP shall:

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

1.1.1 Development related penalty of service levels

Development of Solution

These SLAs shall be strictly imposed and a software audit/certification shall be carried out at the sole discretion of OCC for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Delay in any of the project milestones	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.
Testing & UAT of all the modules	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.
Commissioning & Go-Live	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of OCC. If delay exceeds maximum delay weeks at the particular milestone, OCC may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

The SLA applicable after the implementation shall be purely measured on the availability of the services at site.

1.1.2 Operational Related Penalty

For Software Uptime

No	Measurement	Target	Penalty
1	Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am.	>= 99%	INR 1,00,000 for every 12 hours of downtime at a stretch or in parts on a quarterly basis. And INR 10,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 12 hours on a quarterly basis.

Operational Related Penalty for Software Application

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	30 Min	1 Hrs	1 Hrs	2 Hrs	
Resolution Time	< 1Hrs	< 1.5 Hrs	<2 Hrs	<4 Hrs	NIL

	>1Hrs & < 2 Hrs	>1.5 Hrs & < 3 Hrs	>2 & < 4 Hrs	>4 Hrs & < 8Hrs	1000 Per Hrs
	Above 2 Hrs or part thereof	Above 3 Hrs	Above 4 Hrs	Above 8 Hrs	2000 Per Hrs

Severity 1:

Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example:

Application Software related problems affecting all or most of the users e.g. users are unable to log-in, MIS reports cannot be generated.

Severity 2: Service is adversely affected or an error that results in incorrect outputs leading to a major function being unusable resulting in indirect business impact but whose impact is localized and not system – wide. Immediate action is needed.

Example: users are not able to do the entry etc.; users are not able to check and verify details etc.

Severity 3: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable but which can be tolerated and is to be resolved as soon as possible.

Example: Some of the advance services such as detailed and complex reports are not available.

Severity 4: Service is not affected

Example: Slow response of the system to user requests, minor suggestions and modifications in system functionality.

Operational Related Penalty for Handholding Support

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 day	1000 per day per person
Not recruited/deployed manpower	> 7 days to <15 days	1000 per day per person
	>15 days	2000 per day per person

SECTION V: SCOPE OF WORK

The Scope includes System Analysis, design, development, testing, implementation and maintenance of complete web application of the Office of the Charity Commissioner of Legal Department.

Background

- The office of the Charity Commissioner, Gujarat State is one of the offices functioning under the Legal Department. The Bombay Public Trust Act, 1950 as applicable in the State of Gujarat is being implemented through the Charity Organization.
- The main objective of the Act is to regulate and make better provision for the administration of public religious and charitable trusts in the State.
- The office of the Charity Commissioner is established under the said Act which is a unified and special organization to deal with charity matters. The said Act applies to all communities and all public trusts defined in the Act, irrespective of the size of their income.
- The definition of “public trust” is wide enough to cover societies registered under the Societies Registration Act, 1860.
- The Charity Organization exercises powers of supervision and control over public trusts. The Act requires every public trust to be registered. It also requires annual accounts to be audited. It also provides for levy of contribution at the prescribed rate of the gross annual income of the public trust that will form part of the Public Trust Administration Fund which is applicable to the payment of charges for expenses incidental to the regulation of public trusts and generally for carrying into effect the provisions of Bombay Public Trust Act.
- Trusts being registered under the Act are (A) Hindu (including Jains, Buddhists, Sikhs and other Hindus) (B) Muslims (C) Parsis (D) Others (E) Cosmopolitan (F) Societies registered under the Societies Registration Act, 1860. So far 2, 13,772 public trusts have been registered under the Bombay Public Trusts Act, 1950.
- Charity Commissioner, is the Head of the Organization. There are four regional offices under him at Ahmedabad, Rajkot, Vadodara and Surat headed by Joint Charity Commissioners. Moreover, there are other 24 offices working at different places mostly at the district headquarters, known as field offices and such offices are headed by the Deputy Charity Commissioners or Assistant Charity Commissioners, as the case may be.

Details of the Trust and Societies

No	Name	Office	Classification							
			A	B	C	D	E	F	Total	Society
1	Ahmedabad	Ahmedabad	4295	66	27	33	20800	17895	43116	18382
2	Bhuj	Bhuj	1975	38	1	1	2697	2738	7450	2749
3	Mehsana	Mehsana	1947	4	0	1	3605	3882	9439	3995
4	Nadiad	Nadiad	2852	9	1	42	6180	2332	11416	2630
5	Vadodara	Vadodara / Chhota Udaipur	3039	27	6	32	7590	3081	13775	3398
6	Bharuch	Bharuch	1675	2	16	10	2691	1416	5810	1416
7	Surat	Surat	3161	31	210	69	8475	2715	14661	2818
8	Rajkot	Rajkot / Morbi	3316	102	1	3	10017	3419	16858	3796
9	Bhavnagar	Bhavnagar / Botad	1919	54	1	4	3155	2912	8045	2989
10	Junagadh	Junagadh / Gir Somnath	3533	98	1	3	8801	4845	17281	4874
11	Palanpur	Palanpur	826	14	2	1	1471	5881	8195	5783
12	Himmatnagar	Himmatnagar / Aravalli	729	4	0	9	3701	4317	8760	4326
13	Godhra	Godhra / Mahisagar	517	11	2	3	2530	2683	5746	2703
14	Valsad	Valsad / Dang	394	10	36	9	1792	1946	4187	1932
15	Dang	Dang	11	0	0	3	171	534	719	551
16	Amreli	Amreli	1458	49	0	0	2109	1797	5413	1849
17	Surendranagar	Surendranagar	1393	20	0	0	1419	3852	6684	3893
18	Jamnagar	Jamnagar / Devbhoomi Dwarka	1819	85	1	4	3890	1170	6969	1265
19	Patan	Patan	1115	36	0	1	1402	2212	4766	2227
20	Gandhinagar	Gandhinagar	736	6	0	3	2247	2300	5292	2339
21	Anand	Anand	1610	17	0	23	3132	1626	6408	1669
22	Dahod	Dahod	157	22	1	5	1505	2330	4020	2332
23	Rajpipla	Rajpipla	260	0	0	1	836	927	2024	905
24	Navsari	Navsari	638	9	96	6	1676	958	3383	742
25	Porbandar	Porbandar	510	36	0	0	1044	617	2207	600
		Total	39885	750	402	266	102936	78385	222624	80163

A= Include trusts of Hindu, Jain, Baudhhist and shikh religion.

B= Include Muslim trust (Include trust returned by Wakaf Board)

C=Include Parshi religion trust.

D= Include any other religion

E=Includes cosmopolitan i.e. Medical, Education and other charitable trusts.

F=Includes trusts registered under the society registration act 1860. Which are made for the purpose of above referred "E".

Charity Organization Jurisdiction

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Charity Commissioner Gujarat State ,Ahmedabad </div>			
Joint Charity commissioner Ahmedabad	Joint Charity commissioner Rajkot	Joint Charity commissioner Vadodara	Joint Charity commissioner Surat
Districts Jurisdiction) Public Trust Registration Offices)			
Deputy/Assistant Charity Commissioner	Deputy/Assistant Charity Commissioner	Deputy/Assistant Charity Commissioner	Deputy/Assistant Charity Commissioner
Ahmedabad, Gandhinagar Mehsana, Patan, Banaskantha (Palanpur), Sabarkantha (Himmatnagar), Aravalli (Modasa)	Rajkot, Jamnagar, Devbhoomi Dwarka (Khambhalia), Porbandar, Gir Somnath (Veraval) , Junagadh, Amreli, Bhavnagar, Surendranagar Morbi, Kutch (Bhuj), Botad	Vadodara, Panchmahal (Godhra), Dahod, Kheda (Nadiad), Anand, Chhota Udaipur, Mahisagar (Lunavada)	Surat, Bharuch Narmada (Rajpipla), Navsari, Valsad - Dang Tapi (Vyara)

Duties, functions and powers of Charity Commissioner

- a. the general superintendence of the administration and carrying out the purposes of this Act under section 3;
- b. power to entertain and dispose of appeals from the findings of a Deputy or Assistant Charity Commissioner under section 20, 22 or 28;
- c. power to determine which of the Deputy or Assistant Charity Commissioners shall proceed with an inquiry relating to the registration of any public trust under section 25;
- d. power to direct a special audit of the accounts of a public trust under section 33;
- e. power to require an auditor to forward to him a copy of a balance sheet and income and expenditure account under section 34;
- f. power to permit a trustee to invest money of a public trust in any manner other than in public securities under section 35;
- g. power to sanction a sale, mortgage, exchange, gift or lease of immovable property belonging to a public trust under section 36;
- h. power to enter on and inspect any trust property, to call for and inspect any proceedings of a trustee, and to call for any return, statement books of account document or report from trustees or any person connected with a public trust under section 37;
- i. power to hold an inquiry in regard to any loss caused to a public trust under section 40 and to order a surcharge under section 41;
- j. power to the Charity Commissioner, Bombay, to act as the Treasurer of Charitable Endowments under the Charitable Endowments Act, 1890 (VI of 1890) under section 43;
- k. power to act as a trustee of a public trust;
- l. power to file a suit under section 50;
- m. power to frame, or modify scheme under section 50A;
- n. power to give or refuse consent to the institutions of a suit under section 51;
- o. power to give notice to trustees for the cypres application of the trust money and to make an application to the court under section 55;
- p. power to publish the lists of assessors under section 62;

- q. to exercise such other powers and perform such other duties and functions as may be prescribed.

Duties and functions to be performed and powers to be exercised by the Deputy or Assistant Charity Commissioner for the region or sub-region for which he is appointed:

- a. to keep and maintain such books, entries and other documents as may be prescribed under section 17;
- b. to hold an inquiry under section 19 or 22 for any of the purposes mentioned in the said section;
- c. to record entries in the register kept under section 17 and to make amendments in the said entries under section 22;
- d. to send a memorandum under section 28-A;
- e. to enter on and inspect any trust property, to call for and inspect any proceedings of a trustee and to call for any return statement, account or report from trustees or any person connected with a public trust under section 37;
- f. to permit inspection of any statement, notice, intimation, account, audit note or any other document;
- g. to prepare a list of assessors under section 62 and to choose and summon them under sections 63 and 65 for the purpose of inquiries under this Act;
- h. to exercise such other powers and to perform such other duties and functions as may be prescribed by Government by rules.

Appellate regions

No	Name of Office	Areas of Appellate Jurisdiction
1	Charity Commissioner and Administrator General	Ahmedabad, Mehsana, Patan, Sabarkantha, Banaskantha, Gandhinagar
2	Joint Charity Commissioner and Deputy Administrator General, Rajkot	Rajkot, Bhavnagar, Junagadh, Bhuj, Amreli, Surendranagar, Jamnagar, Porbandar
3	Joint Charity Commissioner and Deputy Administrator General, Vadodara	Vadodara, Panchmahals, Dahod, Kheda, Anand
4	Joint Charity Commissioner and Deputy Administrator General, Surat	Surat and Vyara, Bharuch, Narmada, Navsari, Valsad and Dangs.

Project Background

Commissioner of Trust is a statutory Body under the Legal Department, Govt. of Gujarat. It intends to provide various services offered by the OCC to the trust/societies and the citizens giving them access online from anywhere on the portal. The Charity Commissioner in Gujarat has under him 26 sub offices, one for each district, headed by a Deputy or Assistant Charity Commissioner.

The primary scope of the project is to implement/roll out the web based software application across all offices of OCC.

To digitize the functional operations of the OCC and its various services. Trust/societies will access this system to avail these services.

The SP (Application Developer), is expected to architect and develop a web-based System Application covering entire workflow of OCC. The key stakeholders and users of the proposed application are:

Application Owner	Application Users
The office of the Charity Commissioner	Trust/societies

Objective of the Project

The main objectives of this project are as below:

- To facilitate quality service to public
- Effective use of IT in various activities
- Increase the efficiency of the office of the Charity Commissioner
- Brings transparency and effective monitoring of applications

Summary of Services Components to be delivered under this project is given below:

- Supply of Software Application
- System Documents, User Documents
- Integration with exiting website of OCC
- User Acceptance Testing (UAT), Software Testing, Security Audit
- Onsite Training
- Go-Live Implementation
- Handholding support, O & M

The workflow of the proposed system is expected to cater following functional operations:

For Office of the Charity Commissioner:

1. Dynamic routing of the applications that have been electronically filed by the citizens to the concerned district offices based on the type of the service request
2. Electronic workflow system for Application verification and processing
3. Electronic storage of the documents
4. Online MIS

For Beneficiaries (Users):

1. Access to information of various services offered by the OCC
2. Online Application and submission of documents, status check facility of their application
3. Online payments and acknowledgements

Front Office

The front office processes relate to the services offered to the trust/societies and the citizens giving them access from anywhere on the portal. The back office processes focus on the efficient support to the customer services and office automation.

This is a proposed new system where the citizens/ Trusts/ Societies can submit the applications online through internet. The steps involved in this kind of submission of documents electronically are as:

- Access to information
- Help Manual for citizens (Annexure 3 Help Manual for filling up the Application form for Registration of a Public Trust)
- Submission of document
- Making online payments, Transaction acknowledgements

User Authentication, Registration module

- The Applicant (trustee) of a public trust to make an online application for the registration of the public trust. Applicants will registration with basic details. In registration process, applicant can register online with submitting basic details like Aadhaar number, First Name, Middle Name, Last Name, Birth Date, Mobile Number, Email etc. The authentication will made through Aadhaar Number + OTP password. After submitting the details, applicants will get system generated password on their email and/or registered mobile. Allow users to change default password with their own password.
- The system shall able to generate a captcha code which needs to be filled by the applicant for login
- System should have also provision for biometric Aadhaar based authentication in future if required.
- Periodic Password change policy

Features for proposed application

- To provide interface for data entry for filling up and submission of Application Form online with data validation.
- There shall also functionality to check availability of name for trust registration to avoid duplication of name
- The system shall provide the necessary help for the critical form fields to applicants as guidance while filling the form
- Provide facility to upload the supporting checklist documents (PDF/JPG files)
- The system shall provide the clear instructions for certain documents which are mandatory to be submitted in physical format to the OCC for verification.
- The system shall provide the functionality to check whether mandatory fields in an e-Form are dully filled-in. In case of any discrepancy the system shall provide necessary error message for correction
- System should be able to calculate the applicable fee payable for the various services and accepts online payment through debit cards/credit cards/Internet Banking/Wallet or various known channels.
- The system should also generate a receipt of the payment made in case of online payment.
- There should also be facility of refund the money for any failed transactions
- There is also an option to make offline payment at designated banks through challan generated by the system
- Provision for sent OTP password on mobile/email for critical transactions when required.
- There shall also be provision to digitally sign (eSign) an electronic documents

- The system shall allow the applicant to save & modify an e-Form till it is submitted for further action
- After successful submission, a unique service request number for the application should be generated and applicant will get an acknowledgement for successfully submission of application with unique application number through SMS/Email.
- The system shall notify the user through SMS /email during every stage of application processing
- Provision for sent OTP password on mobile/email for critical transactions when required.
- Applicant will use this unique application number to view the status of their application or any future communication with Charity offices.
- The system shall have the date & time stamping facility for each and every transactions done through the system

Back Office

Number of System Users: 120 to 130 (Department Users)

Total no of applications received for Registration Trust per year: approx. 20,000 Applications

Total Offices: 28, each offices have 3 to 4 different types of users;

- Deputy/Assistant Charity Commissioner
- Superintendent officer
- Accountant officer
- Junior Clerk/Senior Clerk

The processes related to the back office are as mentioned below:

- Dynamic routing of the applications that have been electronically filed by the citizens to the concerned Deputy or Assistant Charity Commissioner of the district or region offices
- Intelligent identification of defaulters of payments or non-responsive to the notices issued by the CC
- Compliance Management
- Enabling quicker response to the citizen grievance handling
- Electronic storage of the documents
- Dashboard: to display new Application, Approve/Rejection, Query etc.

It is proposed that the entire “Back Office” application solution design will consist of a completely integrated process, which would be accessible to users on the basis of successful login authentication and adequate rights provided through the Admin module.

Application Processing, Workflow and Document Management

- The filled eForms/online form will be routed dynamically to the concerned district authority for processing the forms depending upon the assigned role.
- Enable the employees of OCC office to view application details, download and verify the documents uploaded by the applicant. Based on the information and documents officers will approve/reject application. If officers require more information or required further documents they will generate query within the system. The applicant will also send back missing information or further documents to correct the

application through system.

- Enable the applicant to view the approval status using their login in e.g. submitted, being Processed and approved/ reject or sent back for corrections or query.
- In case of rejection of application, the remarks stating the reason for rejection shall be mandatory to be filled-in by the concerned officers.
- The system shall also allow officers to scan and upload the scan images to the system.
- All the eForms along with the attachments will be stored in the electronic repository and facility to archive the applications depending upon the access rights
- The system shall allow the officers to prepare an order and put up for approval / necessary action to concerned authority
- The system shall intimate the applicant for payment of registration fees in order to issue the registration certificate
- Once the applicant makes the requisite payment to the OCC, the system shall generate the registration no and shall intimate the applicant for downloading the certificate from Portal.
- Using this registration number officers can find any information for a particular trust
- The certificate shall be generated or printed in form of pdf

Functional Requirements

Following functionalities are to be made available in the web application.

1. Application for the Registration of a Public Trust/Society (Annexure 2)
2. Change Report (Annexure 5)
3. Trust Financial Account Submission (file Audited accounts along with Audit Report) (Annexure 10)
4. Submission of immovable property details (Annexure 4)
5. Application for permission of Charity Commissioner for investing money of a Public Trust in any manner other than in public securities
6. Application for permission to sale/ mortgage/exchange/gift or lease of immovable properties belonging to a Public Trust
7. Application to the Charity Commissioner for framing or modifying a scheme
8. Application to obtain a Certified Copies of applicable documents
9. Online Payment of Contributions by public trusts to public Trusts Administration Fund (Pay annually 2% contribution of the annual income of the trust or society which is to be paid into the Public Trusts Administration Fund)
10. Application transfer of a public trust from other registration office
11. Applying for a grant of Letters of Administration Certificate (form available at <http://charitycommissioner.gujarat.gov.in/>)

(1) Application for the Registration of a Public Trust (Annexure 2)

According to section 18 sub clause 1 of BPT Act, 1950 it shall be the duty of the trustee of a public trust to get the registration of the trust for which this act has been applied to make an application for registration of public trust. All Societies registered under the Act of 1860 are also required to register as a trust under the BPT Act 1950.

The Applicants will online apply for Registration of a public trust and the application shall be made available to the Deputy or Assistant Charity Commissioner of the region or sub-region within the limits of which the trustee has an office for the administration of the trust.

System should be able to calculate the applicable fee payable for the applicable services and accepts online payment through debit cards/credit cards/Internet Banking/Wallet or various known channels.

System should have facility to provide information about predefined objects i.e. medical, education, Religious and others

The system shall have the facility to online generate Public Trusts Register (PTR) based on the details received from Registration Application. The PTR contains 28 different predefined columns having all the relevant details of trust. The system shall also have the option of printing the PTR and search facility to extract the information of register.

Total no of applications received for Registration Trust per year: approx. 20,000 Applications

Currently total registered trusts: about 3.30 lakh

Trusts being registered under the Act are (A) Hindu (including Jains, Buddhists, Sikhs and other Hindus) (B) Muslims (C) Parsis (D) Others (E) Cosmopolitan (Medical, Education and others) (F) Societies registered under the Societies Registration Act, 1860.

Documents required for Trust Registration

- (1) Copy of Trust deed/Constitution/Memorandum of Association and Articles of Association
- (2) Affixing court fee stamp of Rs 2 /-
- (3) Information of Trustees and Managers (name, address, immovable/ movable properties)
- (4) Valuation report by approved valuer regarding immovable properties
- (5) Address proof & photo ID proof of all trustees
- (6) Valuation report by approved valuer regarding immovable properties
- (7) Affidavit (physical) and consent of trustees
- (8) Copies of the resolution

The system shall provide the clear instructions for certain documents which are mandatory to be submitted in physical format to the CC for verification.

In view of practical constraints, certain documents requiring stamp paper like Trust Deeds, Affidavit, declaration on stamp paper, order of Court etc shall also be sent by the entities in the physical form to the CC.

- Department officers will online check and review the applications submitted by the applicant and record the documents with remarks if it is completed or missing documents as part of verification process of application (checklist documents) and sent to the online remarks of any missing documents or incomplete application back to the applicant.
- Officers will check following documents as part of verification of applications; objection letters, Proper name of trust, committee members, Address, Process for selection of subsequent Trustee, objects, Details of movable/immovable properties, income sources, court fee stamp, Registration fee, Affidavit, consent of trustees, Resolutions, present members signs in the resolution of general meeting, Approve memorandum in the general meeting, address/identity proof etc.
- Applicant will again comply and resubmit the application within the specified time limit through system. After compliance of all the required documents for registration

of trust successfully, officers will send the application to Superintendent Officers for further processing. Superintendent Officers will registered the public trust and classification of category (A to F) as per the objects submitted. After classification of public trust, Superintendent officers will send to the application to Deputy/Assistant Charity Commissioner. Finally, Deputy/Assistant Charity Commissioner issue the order/remarks.

- After issuing order (Annexure) to register the trust and classification, department clerical officers will registered the trust in the online register with details (Trust Name, Trust Registration Number, Applicant Name, Date, details of submitted documents with page number, etc).

(2) Change Report

It is mandatory to inform any change which occurs in the trust in respect of the trustees, Address of trust, moveable or immovable properties etc.

The system shall prompt the user with type of change requests submission:

- Change in Name of the Trust
- Change in Trustees
- Change in Trust Address
- Change in Objects of the Trust
- Changes in Trust deeds
- Change in Immovable/Movable Property of the Trust

Based on type of change request respective eForm along with required supporting document shall be submitted online. Any change occurs in the above details that update the PTR Register automatically.

Documents required for Change Report

- (1) Affixing court fee stamp of Rs 1 /-
- (2) Resignation & affidavits of trustees, consent letters, death certificate copies, resolutions, the documentary evidence relating to immovable/movable properties

(3) Trust Financial Account Submission (file Audited accounts along with Audit Report)

Every trust is required to submit audited statement of accounts with the office of Deputy/Asst. Charity Commissioner. The information about the income and expenditure of the trust, balance sheet for annual year can be gathered from the audited statements submitted to the authority.

(4) Submission of immovable property details

Every trustee of a public trust shall keep regular accounts of all the receipts, movable and immovable properties.

(5) Application for permission of Charity Commissioner for investing money of a Public Trust in any manner other than in public securities

The system shall also maintain the details about the Trust fund and its investments

- (1) Affixing court fee stamp of Rs 1 /-
- (2) Investment type, amount, term, interest rate on the investment

- (3) Name of the organization assumed to invest
- (4) Resolutions
- (5) Bank balance details
- (6) Financial statements of last year of trust

(6) Application for permission to sale/ mortgage/exchange/gift or lease of immovable properties belonging to a Public Trust

Permission of the Charity Commissioner is necessary prior to sale/mortgage/exchange/gift or lease of immovable property of the trust.

- (1) Affixing court fee stamp of Rs 10 /-
- (2) Copy of PTR contains updated information
- (3) Resolutions
- (4) Revenue, city survey, panchayat records
- (5) Property documents
- (6) Pending dispute required necessary affidavit
- (7) Copies of the audit report for the last three years and paid administrative contribution receipt
- (8) Net property income assumed to be transferred
- (9) Property valuation report, Panchnama details and resolutions

(7) Application to the Charity Commissioner for framing or modifying a scheme

- (1) Affixing court fee stamp of Rs 10 /-
- (2) Trust Registration Number
- (3) Property details with an estimated value
- (4) Estimated annual income
- (5) Name and Address of all trustees with proof
- (6) Objects of the trust
- (7) Trust interest
- (8) Requirement of framing the scheme
- (9) Relevant documents
- (10) Proposed scheme details

(8) Application to obtain a Certified Copies of applicable documents

Any person can get information about any trust from the concerned P.T.R. Office on depositing the necessary charges for inspection or obtaining the certified copies.

Under Section 80G, an individual is granted deduction if donations are made to such kind of public charitable trusts. To give this benefit to its donors, the public charitable trust is required to obtain a valid certificate. For this certificate, it is required to give application with form 10G along with the trust deed to the income tax office. The basic prerequisite to obtain this certificate is that the income gained from the property of the trust should only be used in charitable purposes. The income tax has certain tax benefits for the donor. These are certain conditions to be fulfilled by the public charitable trusts to obtain certification:

(9) Contributions by public trusts to public Trusts Administration Fund (Annexure 23)

Every public trust are required to contribute two percent of the annual income to the Public Trusts Administration Fund.

(10) Transfer of a public trust from other registration office

- (1) Affixing court fee stamp of Rs 1/-
- (2) Board Resolution
- (3) Reasons for transfer the trust
- (4) Copy of PTR
- (5) Affidavits

(11) Grant of Letter of Administration Certificate

Whenever any person has died leaving assets within any State and the Administrator-General of such State is satisfied that such assets, excluding any sum of money deposited in a Government Savings Bank or in any provident fund to which the provisions of the Provident Funds Act, 1925 (19 of 1925), apply, did not at the date of death exceed in the whole two lakhs rupees in value, he may grant to any person, claiming otherwise than as a creditor to be interested in such assets or in the due administration thereof, a certificate under his hand entitling the claimant to receive the assets therein mentioned left by the deceased within the State, to a value not exceeding in the whole two lakhs rupees.

Under the Administrators- General Act, the Charity Commissioner grant an inheritance certificate up to Rs. 2 lakh

- (1) Applicant will pay fees of 3% of total claim value
- (2) Genealogy with sign & stamp of Talati
- (3) Tax bill copy
- (4) Affidavits
- (5) Supporting documents
- (6) Copy of Share certificate
- (7) Death Certificate
- (8) Statement regarding share certificates, company name, number of shares, share certificate. Number, original value, market value, the total price
- (9) Bank letter, Copy of Passbook and FD

Note: Bidders are requested to study (1) Gujarat Public Trust Act, 1950 (2) BPT (Gujarat) Rules 1961 (3) The Administrators- General Act, 1963 (4) Administrator General (Gujarat) Rules, 1976 (5) Society Registration Act 1860 at <http://charitycommissioner.gujarat.gov.in>

MIS (Reports)

Management Information System to generate reports for monitoring of the OCC activities System should generate the Daily/Weekly/Monthly/Yearly and district wise reports of the services For example:

- Total no of Applications Received/Approved/Pending/Query
- Online Payment received
- No of Certificate issued
- Online Generate PTR Register (Annexure 1)

These are indicative only. Final list shall be developed in consultation with the OCC

Note: Indicative report formats attached at Section 13 and actual formats of reports/forms will be provided at the time of system study. Bidders are also requested to study the

<http://charitycommissioner.gujarat.gov.in/> OCC's website for more information regarding forms and Gujarat Public Trust Act

Indicative MIS Registers (Reports) but not limited to:

Any item of data needs to be entered once and is then should be made available as often as necessary to all the MIS Registers that need to use it. Following mentioned registers, some of the information's will available from already entered information or available databases and may be some of the information will enter manually as information available in physical documents.

SP has to create an interface (online Register) for following type of information;

1. Public Trusts Register (PTR) (Annexure 1)
2. Immovable Property information (Annexure 7)
3. Change Reports (Annexure 6)
4. Information relating to the immovable property of public trust to the sub-registrar office
5. Funds and Liabilities, Property and Assets Register
6. Expenditure and Income Register (Annexure 11)
7. Gross Annual Income Register and liable to Contribution (Annexure 12)
8. Information of Audit compliance Reports (Annexure 13)
9. Register of order/judgement issued by Charity Commissioner to District offices (Annexure 8)
10. Register of intimation by District Charity offices to Charity Commissioner for orders/judgement (Annexure 9)
11. Register of public charitable trust by inheritance charity (Annexure 16)
12. Register of collected fund for religious purpose (Annexure 17)
13. Donation Details Register (Annexure 18)
14. Demand Notices Register (Annexure 19)
15. Register of objections against Demand Notices (Annexure 20)
16. Register of Appeal filed before Charity Commissioner (Annexure 21)
17. Register of Demand Performa sent to the Collectors (Annexure 22)
18. Register of trusts where Charity Commissioner is trustee (Annexure 24)
19. Cash Book Register (Annexure 25)
20. Ledger of Trust (Annexure 26)
21. Receipt Register (Annexure 27)
22. Guarantors Register (Annexure 28)
23. Interest Book Register (Annexure 29)
24. Rent Book Register (Annexure 30)
25. Book of Charges and Fees (Annexure 31)
26. Reserves Guarantors Register (Annexure 32)
27. Expense Register (Annexure 33)
28. Income Register (Annexure 34)
29. Letter of Administration Certificate
30. Appeal and Revision Appeal case details (Annexure 14)
31. Register of Appeal filed before Charity Commissioner (Annexure 15)
32. Hearing Schedule

33. Inquiry Register

On the receipt of an application under section 18, or upon an application made by any person having interest in a public trust or on his own motion, the Deputy or Assistant Charity Commissioner shall make an inquiry in the prescribed manner

Findings of Deputy or Assistant Charity Commissioners

On completion of the inquiry provided for under section 19, the Deputy or Assistant Charity Commissioner shall record his findings with the reasons

Services to be provided by the SP

- SP is expected to reengineering the current existing process, format of forms/Reports based on the detail study and the departmental requirements. Identify the key Processes of the department for Government Process Reengineering (GPR) and e-enabling the services. This will require review of functional processes, rules and regulation related processes and make standardized eforms and processes.
- The scope of work mentioned is indicative features and the SP shall carry out actual study in detail, understand the all the processes and existing templates in detail and prepare URS, SRS and SDS based on the actual requirements of client.
- Carry out study of the existing business processes to thoroughly understand the functional and operational mechanism and collect requirement. Broad activities would include:
 - Understand input data and report requirements
 - Collect existing forms and report formats
 - Prepare cases scenario
 - Interact with concerned officials and review of the existing systems, applications
 - Design application screens, forms, modules and develop the application as per the requirements
 - Independent assessment of the requirements of the concerned department and prepare SRS document
 - Prepare and maintain various design documents to develop secure and scalable application software.
 - Document all the changes incorporated in the application software and also improve the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
 - Ensure developed application modules meets guidelines and standards in terms of security features, application architecture etc.
- SP has to create interface to enter any existing or old beneficiary's application data

Basic Features of the System

1. Browser based access
2. Ability to handle large number of transactions
3. Ability to access on a 24 x 7 basis
4. Time out feature in case of inactivity on an open window
5. Language support – English & Gujarati

The expected functions are

1. Development of the system in a web based environment.
2. The Application need to be developed in both Gujarati & English language.
3. Requirements for both Gujarati and English for data entry, display label, input and output and storage
4. Gujarati typing should be in Standard Unicode Indic Gujarati font. Unicode format should be used for data storage and Gujarati language display and support. The solution proposed should be Unicode compliant.
5. The System should be user friendly and scalable
6. Compatible with the major browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.
7. Personalized home pages with message boards, Dash Boards and an Inbox for all workflow items
8. Role based authentication to various functionalities mentioned in the scope of work with encrypted passwords. Rights can be given to Individual Users or Groups
9. An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
10. The TSP shall be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the TSP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors
11. Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.
12. The solution must provide for the ability to securely store critical data so that database administrators or any unauthorized users do not have access to items such as transaction information, passwords, user profiles and other critical items.
13. It will be one single web based system to be used by applicants as well as department also. The users can apply from this system. Then the application should be forwarded to the concern officers and all backend work of the department should be computerized. So, end to end workflow should be designed by the selected service provider from online application to disposal of application.
14. A secure Content Management System for ease of administration and configuration of services of the application by the department.

15. The System should be able to avail Content Management interface that will allow continuous updating of content.
16. System should have the configurable front end.
17. System should be able process various credit and debit / Internet Banking/ Wallet transaction on various known channels
18. Payment Gateway and SMS Gateway will be provided by the OCC. However, bidder has to develop the necessary interface.
19. O&M Support, the Selected Bidder has to propose the appropriate team to achieve the requirement of OCC and maintain quality standard also.
20. The Application and Database Server will be hosted in State Data Center, as per provisions provided by Department of Science & Technology
21. Carry out all necessary changes in application, functionality of software, technology, tools, accordingly if Department or State Government issue any kind of new Guidelines, Rules, Amendments, Notifications , Government Orders.

Training to all the system users

SP shall provide hand holding training support to OCC personnel all the offices across Gujarat. The type and quantum of support shall be mutually decided. In this the target users are trained on the system. Classroom training, hands on training are provided along with the required documentation and help features for the system. Training will be done for two types of users separately (Users of the application and IT team for Administration of the application). SP has to train the users at the time of implementation and handholding support.

The logistic for the trainer will be arranged by the SP. However the logistic for the trainee will be arranged by the Department.

Number of System Users: 120 to 130

Operation and Maintenance support (for 5 years)

The SP shall maintain the developed application for a period of five (5) years after Go-Live. Bidder shall ensure that it is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as required and approved by OCC during the maintenance period of 5 years. To provide the support for all the offices of OCC where the software will be rolled out, SP is expected to provide experienced and skilled resources.

Operation and Maintenance support includes:

- Debugging & fixing of problems arising in the running applications
- Tuning and code changes for optimal performance
- Enhancement/modification in modules as change in business rules
- Ensuring incorporation of changes required during the contract period

- Add/modify of subsidy schemes when any new schemes or modification approved by Govt.
- Data Validation/correction
- Fix the operational problems
- Perform error handling while running the application
- Ensuring uptime of the application software developed
- Backup/Restore data
- Training
- MIS Reports

Handholding Support - Resource Requirements (3 months after Go-Live)

The SP shall begin the implementation phase by providing the necessary manpower on site at all the offices of OCC for the roll out that includes training and handholding support. The implementation phase, training and handholding will be for a period of 3 months after Go-Live and this shall be onsite support. Deployment of one onsite Project Manager to monitor and manage the successful operationalization of the software applications, two Helpdesk Executives at OCC main office and 28 Support Executives for all the district offices in Gujarat. The number of resources to be placed at OCC for day to day operations for 3 months after Go-Live.

Sr. No	Designation and Location	No. of Resources
1	Project Manager	1
2	Helpdesk Executive	2
3	Support Executive	28
Total Resources		31

The SP will provide 31 qualified and trained persons for a period of 3 months after Go-Live, to handhold the staff in the OCC offices and ensure that the staffs in these offices are able to use application on their own by the end of the handholding period. SP is expected to provide training and help manuals for handholding support. After 3 months of Handholding support, OCC will assessment or evaluation of manpower required in future if any. If OCC office required any manpower after completed 3 months of handholding support then the selected service provider has to deploy on the same rate quoted for that manpower in financial bid.

Minimum Qualification

Sr. No	Expertise / Skill	Minimum Qualifications
1	Project Manager (1)	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B. Tech/B.E. ▪ Should have an overall experience of 5 years or above in the field of software development, software project implementation & maintenances
2	Helpdesk Executive (2)	<ul style="list-style-type: none"> ▪ Education: Full time Degree/Diploma or Science Graduate with technical skills

		<ul style="list-style-type: none"> ▪ Total experience: Should have an overall experience of 2 years or above in the field of IT & ICT project. ▪ Expert in helpdesk operations, handling of all queries, errors, incidents.
3	Support Executives (28)	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M.Tech/B.Tech /BE or equivalent ▪ Total experience: Should have an overall experience of 2 years or above in the field of IT & ICT project support and implementation.

Onsite support to handhold the user to troubleshoot any issues in the application

Resources deployed for the project should be fluent in Gujarati/Hindi language, however, fluency in Gujarati language is more preferable.

The calendar of Government of Gujarat will be applicable for administrative purposes.

By providing suitable reasons, the SP may seek the permission from OCC for replacing the resource deployed with the equivalent resource during the handholding support. The decision of OCC will be final and binding.

The SP shall deploy the number of resources to deliver the services as mentioned in this RFP and meet the SLA during the maintenance period.

The SP shall submit the resumes/bio-data of all deployed resources. OCC reserves the right to verify the same.

A dedicated technical support team should be deployed to troubleshoot any problems arising during the support period. The support team will be responsible for maintaining, managing and issue resolution within SLA.

Manpower requirements would be changed in the future as per the requirements of the Project.

A separate application module to be provided to raise the issues. This should also have tracking and closing capability. A record of problems should also be kept at server and should be visible to the department.

The SP will review the existing code and modify so as to increase the efficiency of the application including its tuning and code changes for optimal performance. A detailed report of proposed changes will be handed over to the OCC and approval will be sought before making necessary changes.

Helpdesk Operations

- Initially, Centralized helpdesk setup and operations for a period of 3 months from the date of Go Live. Helpdesk to be setup in Ahmedabad main office.
- The Successful Bidder shall support for call logging, issue resolution and tracking to all the users and Govt. officers.
- Handle technical queries of all the users and employees of OCC regarding System
- Facility to provide users to log calls, complains of technical issues they face while using the system
- SP shall develop helpdesk application accessible to all users through the system.
- SP shall select & deploy the skilled and qualified manpower required for running the helpdesk.
- Develop application maintain complete call history of all calls received at helpdesk

Non-Functional Requirements

Non-Functional Parameters	Description
Scalability	The architecture proposed should take care of high volume critical applications. It should be possible to deploy the services of each layer on multiple servers System maximum user concurrency shall be easily upgradeable through hardware enhancement; This hardware enhancement shall be in the form of both identified hardware upgrades of existing equipment that have the potential to be upgraded (vertical scaling) and also by way of adding new servers (horizontal scaling).
Availability	Web application has to be deployed on the load balanced cluster. The web servers will be configured in Active / Passive mode. High availability for the databases can also be achieved in following ways: 1. By putting two database servers configured in an active/passive server cluster configuration. 2. As the failover uptime requirement is high, it's suggestive to have near real time replication with DR site.
Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.
Performance	The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure.
User Friendly GUI	The GUI of the application should be user friendly, intuitive and rich with features.
Language	Language should be in English and Gujarati
Security	Security has to be an important design consideration. The system must address following: <ul style="list-style-type: none"> ▪ Authentication ▪ Authorization

	<ul style="list-style-type: none"> ▪ DoS attack ▪ SQL Injection ▪ Data Tampering and other ways to security threat
Role Based Access Management and Data Access Restrictions	<p>System functionality access will be provided at the role and location level</p> <p>In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to.</p>
Open Standards	The solution should be built using Service oriented, Open Standard Architecture and compliance with industry standards.

Project Deliverables

The suggested (but not limited to) list of deliverables from the successful bidder includes:

- Document containing detailed user requirement specifications, As-Is, Business Process Re-engineering, and To-Be report.
- Software Requirement Specifications Report, Architecture & DB design Report
- Test Cases, Test Reports, UAT Sign-off Certificate
- Complete Source Code, library files, DLL's, Setup programs with documentation.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- The TSP has to give complete demonstration of final running application.
- Training Plan, Training Manuals and literature

Exit Management Plan

- After completion of 4th year of Maintenance, CC shall identify and propose its Information Technology operations team to take over the software maintenance activities from the SP
- The SP shall create a detailed plan for Capacity Building required at CC to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to CC; and implement the same in collaboration with the CC before the completion of their engagement.
- The SP shall handover all the documents, source codes to CC's IT Team during the 5th year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per CC's requirement

1. Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of complete web application for Office of the Charity Commissioner of Legal Department.”** in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by OCC.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address: _____

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2017

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

2. Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished		
1.	Details of responding company			
a)	Name			
b)	Address			
c)	Telephone		Fax	
d)	Website			
2.	Details of Contact Person			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
3.	Details of Authorized Signatory (please attach proof)			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
4.	Information about responding company (please attach proof)			
a)	Status of company (Public Ltd. / Pvt. Ltd etc)			
b)	No. of years of operation in India			
c)	Details of Registration	Date		
d)	Details of Quality Certifications			
e)	Locations and addresses of offices			

3. Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

4. Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2013-14		
2014-15		
2015-16		

5. Details of completed/ongoing web Applications projects (Excluding Hardware procurement cost & Third party software license procurements) each of value more than 30 lacs in the last three years (2013-14, 2014-15, 2015-16)

Name of department (with address contact persons and numbers)	Brief Description of projects	Responsibility or role of the Bidder in the Project	Order value (Rs)	Completion Date

(Please attach relevant client certificates + Work Order)

6. Details of No. of full time IT professionals involved in Project Management, System design, System analysis, software development & coding, Testing on the payroll of the bidder with Authorized signatory

7. Technical Proposal, Description of the Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (inclusive of charts and diagrams) including Technical Approach and Methodology, Technical Approach and Methodology -In this chapter you should explain your understanding of scope of work, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

8. Financial Bid

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1	Cost of Designing, Development and Deployment and Go-Live of the Web Application Annexure A	
2	Cost of the License software required i.e. Database, Server OS etc. Annexure B	
3	Cost of AMC/ATS of the License software required for application i.e. Database, Server OS etc for five years Annexure C	
4	Cost of Operations and Maintenance support for five years after Go-Live Annexure D	
5	Cost of Handholding support for 3 months after Go-Live Annexure E	
Grand Total (Rs.)		

Note:

- All taxes are extra as applicable at the time of invoicing.
- For financial evaluation, Total price of Sr. No. 1 to 5 will be considered.
- The cost of the above parts should be matched with the breakup of each component mentioned in Annexures.

Annexure A: (Line Item 1)

Sr. no.	No Item Description Original	Total Man-month Effort	Rate per man-month	Total amount (Rs.)
		A	B	C= A*B
1.	Conceptualization, As-Is, BPR and To-be, URS			
2.	Design, Development & Coding of Web Application, SRS, DB Design			
3.	Testing & UAT			
4.	Training			
5.	Commissioning & Go-Live			
Total Amount (Rs.)				

Annexure B: (Line Item 2)**One time Cost of Software Licenses required for running the application**

Sr. No.	Item (License Software)	Qty	Unit Price	Total Amount
		A	B	C=A*B
1				
2				
Grand Total (Rs.)				

Annexure C: (Line Item 3)**ATS/AMC of the Licenses required for running the application**

Sr. No.	Item (License Software)	Qty	Unit Price	AMC/ATS price for 1 year (Rs.)	Total amount for five years
		A	B	C=A*B	D= C*5
1					
2					
Grand Total (Rs.)					

Annexure D: (Line item 4)

Item	Total Man month Effort	Rate per man-month	Total
A	B	C	D=B*C
1 st Year			
2 nd Year			
3 rd Year			
4 th Year			
5 th Year			
Total			

- Note: example, If 5 person require for 1 Month then for one year 12*5=60 persons require for one year.

Annexure E: (Line item 5)

Handholding Support for 3 months after Go-Live

Sr. No.	Item	Man-month rate in Rs.	Total Cost for 3 months in Rs.
		A	B
1	Project Manager (1)		1*3*A
2	Helpdesk Executive (2)		2*3*A
3	Support Executives (28)		28*3*A
Grand Total (Rs.)			

9. Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the OCC/Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

..... having Principal Office at (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2017

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

10. Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
Director (e-governance)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for **"Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of complete web application for Office of the Charity Commissioner of Legal Department."** KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

11. Self Declaration

The

-----,

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide _____, in accordance with the terms and conditions in the tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2017

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

12. FORMAT OF AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY)

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in capacity of _____
M/s. _____ hereby solemnly affirm that

- 1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
- 2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

- 9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
- 10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].
- 11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to --).
- 13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
- 14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

Section 13: Indicative Annexures but not limited to:

FORM OF APPLICATION FOR REGISTRATION OF PUBLIC TRUST (Annexure 2)

સાર્વજનિક ટ્રસ્ટની નોંધણી માટેની અરજીનો નમુનો.

નમૂનો અનૂસૂચિર-

(૬-નિયમ-જુઓ)

અહીં રૂની કોર્ટ ફી ટીકીટ -/ર.
.લગાવવી

પ્રતિ ,

નાયબ મદદનીશ ચેરિટી કમિશનર/

_____ પ્રદેશ) ,અહીં જીલ્લાનું નામ લખવું(.

બાબત * ઉપર જણાવેલ સાર્વજનિક ટ્રસ્ટની બાબતમાં હું
ના સાર્વજનિક ટ્રસ્ટનો ટ્રસ્ટી સને ૧૯૫૦ગુજરાતના સાર્વજનિક ટ્રસ્ટો બાબતના અધિનિયમ ૧૯૫૦ ની કલમઅન્વયે સદરહુ સાર્વજનિક ટ્રસ્ટની ૧૮-
.નોંધણીમાટે અરજી કરું છું

- (૨) હું નીચેની જરૂરી વિગતો રજૂ કરું છું .
- ૧ ટ્રસ્ટીઓ અને મેનેજરોના નામો અને તેમના સરનામા :
- ૨ અનુગામી ટ્રસ્ટી અને મેનેજર નિમવાની રીત :
- ૩ ટ્રસ્ટના હેતુઓ :
- ૪ (અ) જે દસ્તાવેજોથી ટ્રસ્ટ કરવામાં આવ્યું હોય તે
: (નકલો જોડવી) દસ્તાવેજોની વિગતો

* ટ્રસ્ટનું પુરેપુરું નાર અને સરનામું આપવું.

(૨)

- (બ) ટ્રસ્ટના નિમિત્ત અથવા સર્જન બાબતના દસ્તાવેજો સિવાયની બીજી વિગતો :
- (૫) ટ્રસ્ટ સંબંધી કાંઈ યોજના હોય તો તેની વિગતો : (નકલો જોડવી)
- (૬) જંગમ મિલકત અને આવી મિલકતના દરેક વર્ગની અંદાજેલી કિંમત નોંધો આવી મિલકતના વર્ગોની સામાન્ય વર્ણનથી -નોંધ) ,ચોપડાઓ ,જુદી જુદી વસ્તુને બદલે રાચરચીલું.ત.દા ,કરવી મુડીનો ભાગ હોય તો જ રોકડને રોકડ રકમ ટ્રસ્ટની ,વગેરે લખવું સ્ક્રિપના કિસ્સામાં તે ,લગતી નોંધ કરવીના ઉપરના નંબર સુધ્યાંત દરેક સિક્યુરીટીસ્ટોક શેર અને ડિબેન્ચરની વિગતો ,
(.આપવી
- (૭) સ્થાવર મિલકતની વિગતોમાં જે ગામમાં અથવા કસ્બામાં (અ)) ,સીટી સર્વે ,તે આવેલા હોય તે ગામ અથવા નગરમ્યુનિસિપલ અથવા સર્વે નંબરઆકારણી અથવા જુડી સહિત ,ક્ષેત્રફળ , દર્શાવવું અને જે સત્તા પ્રકારે તે મિલકત ધરાવેલ હોય વર્ણન દર્શાવવું હકપત્રક સીટી સર્વે રેકોર્ડ અથવા મ્યુનિસિપલ રેકોર્ડમાં) .મિલકતને લગતી જે નોંધો હોય તેની પ્રમાણિત નકલો જોડવી .દરેક સ્થાવર મિલકતની અંદાજેલી કિંમત (બ)
- ૧ .
- ૨ .
- ૩ .
- (૮) ટ્રસ્ટની આવકના સાધનો
- (૯) સરેરાશ એકંદર વાર્ષિક આવક
- (૧૦) સરેરાશ વાર્ષિક ખર્ચ

(૩)

- (૧૧) સરકારી વાર્ષિક ખર્ચની રકમ :
અ ટ્રસ્ટી અને મેનેજરને આપવાના મહેનતાણા અંગે .
બ એસ્ટાબ્લિશમેન્ટ અને નોકર મંડળ ખાતે
ક ધાર્મિક હેતુઓ ખાતે
ડ ધર્માદા હેતુઓ ખાતે
ઘ પ્રચરણ બાબતો ખાતે
- (૧૨) ટ્રસ્ટની મિલકત ઉપર બોજાઓ હોય તો તેની વિગતો :
- (૧૩) ટ્રસ્ટની મિલકતને લગતા માલિકી ખતોની વિગતો અને તેનો કબજો ધરાવનાર ટ્રસ્ટીઓના નામો :
- (૧૪) શેરો કંઈ હોય તો તે :

રૂપિયા .આ સાથે મોકલી છે (..... ફી) ની
.ટ્રસ્ટી અથવા મેનેજર સાથે ટ્રસ્ટ સંબંધી કરવાનો કોઇપણ પત્રવ્યવહાર નીચે સરનામે મોકલવો
..... નામ
..... સરનામું

તારીખ : અરજદારની સહી

હું ઉપર જણાવેલ
નો રહેવાસી આથી સોગંદપૂર્વક ખાતરી આપુ છું અને જણાવું છું કે ઉપર અરજીમાં
જણાવ્યું છે મારી ઉત્તમ જાણ અને માન્યતા મુજબ સાચું છે .

આજ સન ૨૦ (ના મહિનાના

(ખાતે દિન

ઉપર મુજબ સોગંદપૂર્વક ખાતરી આપી .

સહી

રૂબરૂ

INSTRUCTION FOR FILLING UP THE APPLICATION FORM (Annexure 3)
FOR REGISTRATION OF A PUBLIC TRUST

સાર્વજનિક ટ્રસ્ટની નોંધણી અરજી ભરવા અંગેનું માર્ગદર્શન.

- (૧) દરેક પેરેગ્રાફમાં વિગતો આપવી .
- (૨) કોઇપણ પેરેગ્રાફમાં કોઇપણ વિગતો દાખલ કરવાની ન હોય તો .એમ લખવું 'ઉભી થતી નથી' અથવા 'કંઈ નહીં'
- (૩) નમૂનાના પેરેગ્રાફો ૨ .માં ફરમાવ્યા પ્રમાણે દસ્તાવેજોની દાખલો આપેલ નકલો બીડવી (૫) અને (૪)
- (૪) પેરેગ્રાફો ૨ .માં વર્તમાન બજારભાવ જણાવવો (૭) અને (૬)
- (૫) પેરેગ્રાફ ૨ જો ટ્રસ્ટ .ના જાન્યુઆરી મહિનાની ૨૧મી તારીખ પહેલાના ત્રણ વરસોની સરેરાશ જણાવવી માં સન ૧૯૫૨ (૧૧) અને (૧૦) ,(૯) ના જાન્યુઆરી મહિનાની ૨૧મી તારીખ પહેલા ત્રણ વરસ સુધી ચાલુ ન હોય તો અરજીની તારીખ પહેલા પુરા કરવામાં આવ્યા સન ૧૯૫૨ હોય તેટલા વરસોની સરેરાશ જણાવવી .
- (૬) પેરેગ્રાફ ૨ દસ્તાવેજની તારીખ અને દસ્તાવેજ પક્ષકારો ,દસ્તાવેજ ઉપરનું શિર્ષક ,એટલે કે ,માં દસ્તાવેજોનું પુરેપુરું વર્ણન આપવું (૧૩) .જણાવવા

કોર્ટ ફી

- (૭) અરજીની સાથે રૂ .ની કોર્ટ ફી સ્ટેમ્પ ચોટાડવી -/૨.

નોંધણી માટેની ફી

- (૮) સાર્વજનિક ટ્રસ્ટોની નોંધણી માટેની ઓફીસમાં નોંધણી માટેની ફી રોકડેથી ભરવી અથવા મનીઓર્ડરથી મોકલવીનોંધણી માટેની ફી હેઠળના , .દરોએ આપવા જોગ થશે

	મિલકત બજારભાવ	નોંધણી માટેની ફી (રૂપિયામાં)
રૂ કરતાં ઓછી ૦૦૦,૨.	રૂ -/૨૦.
રૂ.કરતાં વધારે પરંતુ રૂ ૦૦૦,૨.૫ કરતાં ઓછી ૦૦૦,	રૂ -/૫૦.
રૂ.કરતાં વધારે પરંતુ રૂ ૦૦૦,૫.૧૦ કરતાં ઓછી ૦૦૦,	રૂ -/૧૦૦.
રૂ.કરતાં વધારે પરંતુ રૂ ૦૦૦,૧૦.૨૫ કરતાં ઓછી ૦૦૦,	રૂ -/૨૫૦.
રૂ કરતાં વધારે ૦૦૦,૨૫.	રૂ -/૫૦૦.

- (૯) સઘળા ટ્રસ્ટીઓ અથવા સઘળા ટ્રસ્ટી વતી કોઇપણ એક ટ્રસ્ટી અથવા મેનેજર અરજીમાં સહી કરવાનો મુખત્યાર છે(ટ્રસ્ટી) મેનેજર એટલે . જે શખ્સ વિદ્યામાન કાળે એકલો અથવા બીજો કોઇ શખ્સ અથવા શખ્સો સાથે મળીને કોઇપણ સાર્વજનિક ટ્રસ્ટીની ટ્રસ્ટ મિલકતનો (સિવાયોનો વહીવટ ચલાવતો હોય તે કોઇપણ શખ્સ અને તેમાં હેઠળનો સમાવેશ થાય છે .

(૫)

)અ (મઠના કિસ્સામાં મઠનો વઠો .

)બ(વકફના કિસ્સામાં આવા વકફનો મુતવલ્લી અને ,

(ક) સન ૧૮૬૦ ના મંડળીઓ નોંધવા બાબતના અધિનિયમ અન્વયે નોંધાયેલ મંડળીના કિસ્સામાં જો મંડળીની મિલકત ટ્રસ્ટીને ટ્રસ્ટી .કોઇપણ એજન્ટ પણ અરજીમાં સહી કરી શકશે એ અધિકાર આપેલ (ટ્રસ્ટીઓ)

સોગંદ ઉપર જાહેર કરવા બાબત.

- (૧૦) દરેક અરજી માટે સોગંદ લેવાવવાનું ફરમાવવામાં આવ્યું છે(મેજિસ્ટ્રેટ ,જસ્ટીસ ઓફ ધી પીસ ,ડેપ્યુટી અથવા આસીસ્ટન્ટ ચેરિટી કમિશનર . અથવા સન ૧૯૦૮ ના દીવાની કામ ચલાવવાની રીત બાબતના કાયદાની કલમમુજબ સોગંદ લેવાવવાને અધિકૃત હોય તેવા કોર્ટના ૧૩૯- .કોઇપણ અમલદાર સમક્ષ સોગંદ ઉપર જાહેરાત કરવી

અનુસૂચિક-૨- (Annexure 4) Immovable Property Details

સાર્વજનિક ટ્રસ્ટોની સ્થાવર મિલકતની યાદી

(૭)૬-નિયમો), ૧૩ (ક-૧), (૧૩(અને ૧૬ (ખ-

જેનાથી સાર્વજનિક ટ્રસ્ટ ઓળખાતું હોય તેનું નામ અને તેનું સરનામું સાર્વજનિક ટ્રસ્ટનો રજિસ્ટર નં

ટ્રસ્ટી અથવા મેનેજરનું પૂરેપૂરું નામ અને સરનામું

જ્યાં સ્થાવર મિલકત આવેલી હોય તે ગામ અથવા નગર તાલુકો અને) (જિલ્લો	નોંધણી જિલ્લો	નોંધણી પેટાજિલ્લો-	સત્તા પ્રકાર	સર્વે નંબર અથવા સીટી સર્વે અથવા મ્યુનિસિપલ નંબર	ક્ષેત્રફળ	આંકારણી અથવા જૂડી	કોલમમાં દર્શાવેલ દ પ-રેક મિલકતની અંદાજેલી કિંમત	ટ્રસ્ટની મિલકત ઉપર કોઇ બોજાઓ હોય તો તેની વિગતો	શેરો
૧	૨	૩	૪	૫	૬	૭	૮	૯	૧૦

હું, ઉપરના નામવાળો નો પ્રતિજ્ઞાપૂર્વક એકરાર કરું છું કે વતની રહેવાસી, ઉપરની યાદીમાં જે કંઈ જણાવ્યું છે, તે મારી પૂરી જાણ અને માન્યતા પ્રમાણે સાચું છે.

સને ૨૦૨૦જ ઉપર્યુક્ત મહિનાના ના સ્થળે પ્રતિજ્ઞાપૂર્વક એકરાર કરેલો છે.

ટ્રસ્ટી અથવા મેનેજરની સહી.

મારી સમક્ષ
નાયબમદદનીશ ચેરીટી કમિશનર/

-ની કલમ ૧૯૫૦-મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ*૧૮ થી ફરમાવ્યા (ક-૨૫-અથવા કલમ (૪)૨૨-કલમ) ગ-૨૨-અથવા કલમ (૭)પ્રમાણે સબ.રજિસ્ટ્રારને રવાના કર્યું-

સ્થળ:

તારીખ:

.મદદનીશ ચેરીટી કમિશનર દ્વારા માહિતી મોકલવામાં આવી હોય ત્યારે ખરાઇ કરવી જરૂરી નથી/નાયબ -નોંધ:*

અનુસૂચિ-૨-ક (સંપૂર્ણ)

૧	૨	૩	૪	૫	૬	૭	૮	૯	૧૦
---	---	---	---	---	---	---	---	---	----

મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ-ની કલમ ૧૯૫૦-૨૨હેઠળ પ્રમાણિત કરવામાં આવે છે કે (૪), ઉપર જણાવેલી સ્થાવર મિલકત, ઉપરના ટ્રસ્ટની મિલકત તરીકે સાર્વજનિક ટ્રસ્ટ રજિસ્ટરમાં નોંધવામાં આવી છે.સાર્વજનિક ટ્રસ્ટ રજિસ્ટરમાંથી કમી કરવામાં આવી છે/ નાયબકમિશનર મદદનીશ ચેરીટી/

*હું, ઉપરના નામવાળો નો પ્રતિજ્ઞાપૂર્વક એકરાર કરું છું કે વતની રહેવાસી, ઉપરની યાદીમાં જે કંઈ જણાવ્યું છે, તે મારી પૂરી જાણ અને માન્યતા પ્રમાણે સાચું છે.

ટ્રસ્ટી અથવા મેનેજરની સહી.

સને ૨૦.૨૦૨૦ ઉપર્યુક્ત સ્થળે પ્રતિજ્ઞાપૂર્વક એકરાર કરેલો છે મહિનાના ના

-રવાના: ૧૨જીસ્ટ્રારશ્રી-સબ , ,

..... મામલતદાર તાલુકા /કલેક્ટર .૨

૧-મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ .૩૯૫૦ ની કલમ)અથવા ૨૨ (૭)૧૮-ગમુખ્ય અધિકારી/પંચાયત (

.મ્યુનિસિપલ કમિશનર/મુખ્ય અધિકારી/થી ફરમાવ્યા પ્રમાણે ગ્રામ પંચાયત (ક)૨૮-કલમ

..... સ્થળ:

..... તારીખ:

ટ્રસ્ટી અથવા મેનેજર

મદદનીશ ચેરીટી કમિશનર/નાયબની સહી

આ યાદીની વિગતો, મુંબઇ સાર્વજનિક ટ્રસ્ટ નિયમો, ૧૯૫૧ સાથે જોડેલી અનુસૂચિ.ક માં યાદીના રજિસ્ટરમાં રીતશર દાખલ કરવામાં આવી છે-૭-

તારીખ:

-નોંધ:* નાયબ .દ્વારા માહિતી મોકલવામાં આવી હોય ત્યારે ખરાઇ કરવી જરૂરી નથી મદદનીશ ચેરીટી કમિશનર/

મારી સમક્ષ
મદદનીશ ચેરીટી કમિશનર/નાયબ

)સહી.....(
અધિકારીનો હોદ્દો.

અનુસૂચિ3- (Annexure 5)

[જુઓ નિયમ (૧)૧૩-]

સાર્વજનિક ટ્રસ્ટોના રજિસ્ટરમાં નોંધાયેલી વિગતોમાં થયા હોય અથવા કરવા ધાર્યા હોય તે
ફેરફારનો રીપોર્ટ

સાર્વજનિક ટ્રસ્ટનું નામ:..... -

નોંધણી નંબર:..... -

ફેરફારનો પ્રકાર	ફેરફાર કરવા માટેના કારણો	શેરો (કંઈ હોય તો)

રીપોર્ટિંગ ટ્રસ્ટીની સહી

હું, શ્રી ધંધો ઉંમર
રહેનારો તે મારા ધર્મના સોગંદ ઉપર જાહેર કરું છું કે, ફેરફાર રીપોર્ટમાં લખેલી તમામ હકીકત
મારા જાણવા અને માન્યતા મુજબ સાચી અને ખરી છે .

સ્થળ:

તારીખ: / /

રીપોર્ટ કરનારની સહી

SCHEDULE – VIII (Annexure 10)

[see rule 17(1)]

Name of Public Trust..... Trust No. Date of Registration: Address of the Trust's office Phone No. Balance Sheet as on 31/03/.....

Bank Account No. of Trust for transaction of Foreign

Contribution: F.C.R.A. No. Date :

FUNDS AND LIABILITIES	Rs.	PROPERTY AND ASSETS	Rs.
Trust Funds or Corpus		Immovable Properties (Suitably classified giving mode of valuation)	
Balance as per last balance sheet		Additions or deductions (including those for depreciation)	
Adjustment during the year (give details)		If any, during the year	
Other earmarked Funds (Created under the provisions of the Trust-deed or scheme or out of the income)		Investment (Suitably classified, giving mode of valuation)	
Depreciation Fund		Furniture and fixtures	
Sinking Fund		Balance as per last Balance Sheet	
Reserve Fund		Additions of deductions (including those for depreciation)	
Any other Fund		If any, during the year	
Loans (secured or unsecured)-		Loans (Secured or unsecured)	
From trustees		Good/doubtful	
From others		Loans scholarships	
Liabilities		Other loans	
For Expenses		Advances	
For Advances		To trustees	
For rent and other deposits		To employees	
For sundry credit balances		To contractor	
Income and Expenditure Account		To lawyers	
Balance as per last balance sheet		To others	
Less appropriation, if any		Income Outstanding	
Add/Less : Surplus of deficit		Rent	
As per income and Expenditure Account		Interest	
		Other income	
		Cash and Bank Balances (give name of the banks) (give type of account and account No.)	
		(a) In current account and fixed deposit account (give names of banks and state in whose name the account stands)	
		(b) In F.C.R.A. Account No. or fix deposit Account (give names of banks and branches)	
		(c) With the trustee (give name)	
		(d) With the manaver (give name)	
Total :		Total :	

In case the accounts are maintained on cash basis, state the income outstanding here below:

...//2//...

...//2//...

The above Balance Sheet to the best of my/our belief contains a true account of the Funds and Liabilities and of the property and Assets of the trust.

As per our report to even date

Place:

CHARTERED ACCOUNTANT

Date:

Auditors

Trustees

.....

.....

(Name/Address/Phone No. of the Auditors)

(Name/Address/Phone No. of the Trustee)

- Note:** (1) Market value as on the date of the Balance Sheet should also be given by way of a note.
 (2) Particulars of investments in concerns in which the trustees are interested shall be given separately by way of a note.

SCHEDULE – IX (Annexure 11)

[see rule 17(1)]

Name of Public Trust..... Trust No. Date of Registration: Address of the Trust's office Phone No. Income and Expenditure Account for the year ending 31/03/.....

Bank Account No. of Trust for transaction of Foreign

Contribution: F.C.R.A. No. Date :

Bank Address:

EXPENDITURE	Rs.	INCOME	Rs.
To Expenditure in respect of properties		By Rent (accrued/realized)	
Rates, Taxes, Cesses			
Repairs and Maintenance			
Salaries		By interest (accrued/realized)	
Insurance			
Depreciation (by way of provision or adjustments)			
Other expenses		On securities	
To Establishment expenses		On loans	
To remuneration (in the case of a math)		On Bank account	
To the head of the math, including his Household expenditure, if any.		By Dividend	
To legal expenses		By Donations in cash or kind	
To audit Fees		Domestic	
To Contribution and fees		International F.C.R.A. No. and Date	
To amounts written off-		By Income from other sources (in details as far as possible)	
(a) Bad debts.			
(b) Loan scholarships		By Transfer from Reserve	
(c) Irrecoverable rents			
(d) Other items		By Deficit carried over to Balance Sheet.	
To Miscellaneous expenses			
To Depreciation			
To Amounts transferred to Reserve of specific funds			
To Expenditure on objects of the trust (Specify if any from FCRA)			
(a) Religious			
(b) Educational			
(c) Medical Relief			
(d) Relief of poverty			
(e) Other Charitable objects			
To surplus carried over to Balance Sheet.			
Total :		Total :	

As per out report to even date

Date :at

CHARTERED ACCOUNTANT

Trustees

Auditors

(Name/Address/Phone No. of the Trustee)

Name and Address with

Phone No. Of the Auditors.

SCHEDULE – IX-C (Annexure 12)

[see rule 32]

Statement of income liable to contribution for the year ending Name of Public Trust..... Date of Registration No. Address of the Trust

..... Phone No. E-mail Name, Address and Phone number of trustees, whom submit the audit report:

Details of Relating Bank Account:

Name of Bank Branch Address

Bank Account number relating to transaction of Foreign contribution of

Trust: F.C.R.A. No. Date :

Gross annual income	Rs.
Details of income not chargeable to contribution under section 58 and rule 32	
(i) Donations received during the year from any source	
(a) Corpus	
(1) From Country	
(2) From Foreign Country; F.C.R.A.No. and Date	
(b) General	
(1) From Country	
(2) From Foreign Country; F.C.R.A.No. and Date	
(ii) Grants by Government and Local authorities	
(a) Government and Local authorities	
(b) From Foreign Country	
(a) By Funding agencies	
(1) From Country	
(2) From Foreign Country; F.C.R.A. No. and Date:	
(iii) Amount spent for the purpose of education	
(iv) Amount spent for the purpose of medical relief	
(vi) (A) Deductions out of income from lands used for agricultural purpose:	
(a) Land Revenue and Local Fund Cess.....	
(b) Rent payable to superior landlord	
(c) Cost of production, if lands are cultivated by trust.	
(B) Income from lands used for agricultural purpose.	
(vii) (A) Deductions out of income from lands used for non- agricultural purpose:	
(a) Assessment, Cesses and other Government or Municipal Taxes	
(b) Ground rent payable to the superior landlord	
(c) Insurance premium.	
(d) Repairs @ 8.33 per cent, of gross rent of building	
(e) Cost of collection @ 4 per cent, of gross rent of buildings let out:	
(B) Income from lands used for non-agricultural purpose.	
(viii) Cost of collection of income or receipts from securities, stocks, etc. at 1 percent, of such income:	
(ix) Deductions on account of repairs in respect of buildings not rented and yielding to income, @ 8.33 per centm, of the estimated gross annual rent	
Income liable to contribution	

Date :

CHARTERED ACCOUNTANT

Trustees

Auditors :

अनुसूचि-१० (Annexure 13)

[जुओ नियम-२१)२ (]

सार्वजनिक ट्रस्टनुं नाम अने तेजो नोंधारी नंबर

ओडिट हेतनुं वर्ष	ओडिट रोपोट मज्यानी तारीख	ओडिटरनुं नाम	शेरो नोंधः भास ओडिट होय तो ते निर्दिष्ट करवुं

અનુસૂચિ-૧૦(ક) (Annexure 14)

[જુઓ નિયમ-૨૬)૪ (]

કલમહેઠળ ચેરીટી કમિશનરને કરેલી અરજીઓનું રજિસ્ટર (ક)૫૦-

અનુક્રમ નંબર	અરજી દાખલ કર્યાની તારીખ	અરજદારોના નામ અને સરનામા	જેને લગતી અરજી હોય તે સાર્વજનિક ટ્રસ્ટના નામ, નોંધણી નંબર અને સરનામું	માંગેલી દાદનો પ્રકાર	અરજી અંગેનો ચુકાદો	ચુકાદાની તારીખ	શેરો
૧	૨	૩	૪	૫	૬	૭	૮

અનુસૂચિ-૧૧ (Annexure 15)

[જુઓ નિયમ-૨૭)૬ (]

કલમહેઠળ ચેરીટી કમિશનરને કરેલી અરજીઓનું રજિસ્ટર ૫૧-

અનુક્રમ નંબર	અરજી દાખલ કર્યાની તારીખ	અરજદારોના નામ અને સરનામા	જેને લગતી અરજી હોય તે સાર્વજનિક ટ્રસ્ટના નામ, નોંધણી નંબર અને સરનામું	સૂચિત દાવામાં માંગેલી દાદનો પ્રકાર	અરજી અંગેનો ચુકાદો	ચુકાદાની તારીખ	શેરો
૧	૨	૩	૪	૫	૬	૭	૮

અનુસૂચિ-૧૨ (Annexure 16)

[જુઓ નિયમ-૨૯]

સાર્વજનિક ટ્રસ્ટની અથવા સાર્વજનિક ટ્રસ્ટોના રચવાની તરફેણમાં કરેલા વસીયતી દાનોનું રજિસ્ટર

અનુક્રમ નંબર	એક્ઝીક્યુટર તરફથી ખબર મળ્યાની તારીખ	વિલની નકલ મોકલનાર એક્ઝીક્યુટરનું નામ અને સરનામું	વસીયત કરનારનું નામ	વસીયતી દાનોની કિંમત સહિત પૂરેપૂરી વિગતો	શેરો
૧	૨	૩	૪	૫	૬

અનુસૂચિ-૧૫ (Annexure 19)

[જુઓ નિયમ-૩૩)૧ (]

માંગણા નોટિસનો નમૂનો

નંબર

તારીખ.....

સાર્વજનિક ટ્રસ્ટનું નામ અને નોંધણી નંબર ટ્રસ્ટી અથવા મેનેજરનું નામ અને તેનું
.....સરનામું

ઉપર જણાવેલા સાર્વજનિક ટ્રસ્ટ મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ, ૧૯૫૦ ની કલમ ૬૬(૧) હેઠળ સાર્વજનિક ટ્રસ્ટ વહીવટ ૫૮-
.....ફંડમાં વર્ષ માટે રૂ.નો ફાળો ભરવાનું ઠરાવવામાં આવ્યું છે

તમને સાર્વજનિક ટ્રસ્ટની નોંધણી ઓફિસમાં ફાળાની રકમ ભરવાનું અથવા પોસ્ટલ મનીઓર્ડરથી કે બેન્ક ડ્રાફ્ટથી પ્રદેશના
ફરમાવવામાં મદદનીશ ચેરિટી કમિશનરને તે રકમ મોકલવાનું/નાયબ ઓફિસરને આવે છે આ નોટિસ મળ્યાની તારીખથી એક મહિનાની અંદર ફાળાની રકમ .
મદદનીશ ચેરિટી /સાર્વજનિક ટ્રસ્ટની નોંધણી ઓફિસમાં ભરવી જોઈએ અથવા પોસ્ટલ મનીઓર્ડર કે બેન્ક ડ્રાફ્ટથી મોકલવામાં આવે તો નાયબ
આમાં કસૂર થયેથી તમે કસૂરદાર તરીકે ગણાવવાને અને અધિનિયમ કમિશનરને મળવી જોઈએની જોગવાઈઓ અને તે હેઠળ કરેલા નિયમો મુજબ
તમારી પર કામ ચલાવવાને પાત્ર થશે.

નિયમ-ના પેટા નિયમ ૩૨-૬ હેઠળ ઠરાવેલો ફાળો રૂ.કરતાં વધુ હોય તો -/૨૦૦., તમો બે સરખા હપ્તામાં તે રકમ ભરી શકશો, પહેલાં હપ્તાની
રકમ આ નોટિસ મળ્યાના એક મહિનાની અંદર અને બીજા હપ્તાની રકમ આ નોટિસ મળ્યાના ચાર મહિનાની અંદર ભરવી જોઈએ.

આકારણી વિરૂધ્ધ કંઈ વાંધા હોય તો તે વાંધા, તે માટેનાં કારણો દર્શાવીને, જાતે અથવા યોગ્ય રીતે અધિકૃત કરેલા એજન્ટ દ્વારા અથવા રજિસ્ટર્ડ
ટપાલથી નીચે સહી કરેલી વ્યક્તિ સમક્ષ તમારે રજૂ કરવા જોઈશે, પરંતુ ઉપર નિર્દિષ્ટ કરેલ માંગણાની રકમ અથવા તે રકમ રૂ.કરતાં વધુ હોય -/૨૦૦.
તો, તેની અડધી રકમ અનામત મૂકવામાં આવે નહિ તો આવો કોઈ વાંધો સ્વીકારી શકાશે નહિં.

તારીખ:

સહી..

મદદનીશ ચેરિટી કમિશનર/નાયબ ,
..... પ્રદેશ

અનુસૂચિ-૧૫ક-

[જુઓ નિયમ-૩૩)૧ (]

માંગણાની નોટિસનો નમૂનો

નંબર

તારીખ.....

જે નામથી ધર્માદાનું ઉઘરાણું ઓળખાતું હોય તે નામ

.....ટ્રસ્ટી તરીકે જેનામાં ઉઘરાણું નિહિત થાય તે
વ્યક્તિનું નામ અને તેનું સરનામું

ઉપર જણાવેલા ધર્માદાને મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ, ૧૯૫૦ ની કલમહેઠળ સાર્વજનિક ટ્રસ્ટ વહીવટ ફંડમાં ૫૮-
વર્ષ માટે રૂ.નો ફાળો ભરવાનું ઠરાવવામાં આવ્યું છે

તમને તે રકમ સાર્વજનિક ટ્રસ્ટની નોંધણી ઓફિસમાં ભરવાની છે અથવા પોસ્ટલ મનીઓર્ડરથી કે બેન્ક ડ્રાફ્ટથી પ્રદેશના
આ નોટિસ મળ્યાના એક મહિનાની અંદર .મદદનીશ ચેરિટી કમિશનરને મોકલવાનું ફરમાવવામાં આવે છે/નાયબ, તે રકમ સાર્વજનિક ટ્રસ્ટની નોંધણી
ઓફિસમાં ભરવી જોઈએ અથવા પોસ્ટલ મનીઓર્ડર કે બેન્ક ડ્રાફ્ટથી મોકલવામાં આવે તો નાયબ આમાં .મદદનીશ ચેરિટી કમિશનરને તે મળવી જોઈએ/
કસૂર થયેથી તમે કસૂરદાર તરીકે ગણાવવાને અને અધિનિયમની જોગવાઈઓ અને તે હેઠળ કરેલા નિયમો મુજબ તમારી ઉપર કામ ચલાવવાને પાત્ર
થશે.

નિયમ ૩૨- ના પેટા.હેઠળ ઠરાવેલ ફાળો રૂ. ૬-નિયમ-૨૦૦ કરતાં વધુ થાય તો -/, તમો બે સરખા હપ્તામાં તે રકમ ભરી શકશો, પહેલાં હપ્તાની
રકમ આ નોટિસ મળ્યાની એક મહિનાની અંદર અને બીજા હપ્તાની રકમ આ નોટિસ મળ્યાના ચાર મહિનાની અંદર ભરવી જોઈએ.

આકારણી વિરૂધ્ધ કંઈ વાંધા હોય તો તે વાંધા, તે માટેનાં કારણો દર્શાવીને, જાતે અથવા યોગ્ય રીતે અધિકૃત કરેલા એજન્ટ દ્વારા અથવા રજિસ્ટર્ડ
ટપાલથી નીચે સહી કરેલી વ્યક્તિ સમક્ષ તમારે રજૂ કરવા જોઈશે, પરંતુ ઉપર નિર્દિષ્ટ કરેલ માંગણાની રકમ અથવા તે રકમ રૂ.કરતાં વધુ -/૨૦૦.
તો તેની અડધી રકમ અનામત મૂકવામાં આવે નહિ તો આવો કોઈ વાંધો સ્વીકારી શકાશે નહિં.

તારીખ:

સહી..

મદદનીશ ચેરિટી કમિશનર/નાયબ ,
..... પ્રદેશ

અનુસૂચિ-૧૬ (Annexure 20)

[જુઓ નિયમ-૩૩ (૩)]

માંગણાની નોટિસ વિરૂધ્ધના વાંધાઓનું રજિસ્ટર

અનુક્રમ નંબર	મળ્યાની તારીખ	અનામત મૂક્યાની તારીખ	વાંધો ઉઠાવનારનું નામ અને સરનામું	સાર્વજનિક ટ્રસ્ટનું નામ અને તેનો નોંધણી નંબર	છેવટના હુકમની તારીખ	હુકમનો દેકસાર	શેરો
૧	૨	૩	૪	૫	૬	૭	૮

અનુસૂચિ-૧૭ (Annexure 21)

[જુઓ નિયમ-૩૭ (૬)]

ચેરિટી કમિશનરને કરેલી અપીલોનું રજિસ્ટર

અનુક્રમ નંબર	અપીલ મળ્યાની તારીખ	અરજદારનું નામ	જેના સંબંધમાં અપીલ હોય તે સાર્વજનિક ટ્રસ્ટ અથવા ધર્માદો અને તે જેમાં આવેલ હોય તે પ્રદેશ	જે યુકાદા અથવા હુકમ વિરૂધ્ધ અપીલ કરી હોય તે કઇ કલમ હેઠળ નોંધ્યો અથવા કર્યો તે	યુકાદા અથવા હુકમની તારીખ	અપીલમાં થયેલ નિર્ણયની તારીખ	શેરો
૧	૨	૩	૪	૫	૬	૭	૮

અનુસૂચિ-૧૮ (Annexure 22)

[જુઓ નિયમ-૩૯]

કલેક્ટરને મોકલવાના માંગણીપત્રકના નમૂના

નમૂનો ક -

પ્રતિ,
કલેક્ટરશ્રી,
જિલ્લો

-માં વર્ણવેલી વ્યક્તિ કે જે કોલમ ૧-નીચેના પત્રકના કોલમ ૨ માં જણાવેલા સાર્વજનિક ટ્રસ્ટનો ટ્રસ્ટી છે, તેણે સદરહુ સાર્વજનિક ટ્રસ્ટના નાણાં અને મિલકતમાંથી કોલમ ૩- નામ સામે બતાવેલી અને કોલમ ૪માં વર્ણવ્યા પ્રમાણે સાર્વજનિક ટ્રસ્ટ પાસેથી લેણી નીકળતી રકમ ભરવામાં ૪-કસૂર કરી છે તેથી તમને આથી વિનંતી કરવામાં આવે છે કે મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ, ૧૯૫૦ ૭૭-ની કલમ (મા ના મુંબઇના ૨૯ સન ૧૯૫૦) ની રૂએ સદરહુ રકમ જમીન મહેસૂલની બાકી તરીકે તમારે વસૂલ કરીને મને આપવી.

પત્રક

ટ્રસ્ટીનું નામ અને સરનામું	સાર્વજનિક ટ્રસ્ટનું નામ અને સરનામું	રકમ	કયા ખાતે લેણી છે તે	શેરો
૧	૨	૩	૪	૫

તારીખ:

.....સહી
હોદ્દો.....

નમૂનો ખ -

પ્રતિ,
કલેક્ટરશ્રી,
જિલ્લો

-માં વર્ણવેલી વ્યક્તિ પોતાની એસ્ટેટમાંથી કોલમ ૧-નીચેના પત્રકના કોલમ ૨ માં તેના નામ સામે બતાવેલી રકમ, કે જે માટે તે જાતે જવાબદાર છે અને જે કોલમ ૩-માં વર્ણવ્યા પ્રમાણે તેની પાસેથી લેણી નીકળે છે તે રકમ ભરવામાં કસૂર કરી છે, આથી મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ, ૧૯૫૦ ની રૂએ સદરહુ રકમ જમીન મહેસૂલની બાકી તરીકે તમારે વસૂલ કરીને મને ૭૭-ની કલમ (મા ના મુંબઇના ૨૯ સન ૧૯૫૦) આપવી.

પત્રક

વ્યક્તિનું નામ અને સરનામું	રકમ	કયા ખાતે લેણી છે તે	શેરો

૧	૨	૪	૫

તારીખ:

.....સહી

.....હોદ્દો

અનુસૂચિ-૧૯ (Annexure 23)

[જુઓ નિયમ-૪૪]

મુંબઇ સાર્વજનિક ટ્રસ્ટ અધિનિયમ, ૧૯૫૦ (મા ના મુંબઇના ૨૯ સન ૧૯૫૦)ની કલમો ૪૪-, ૪૫, ૪૬ અને ૪૭ હેઠળ ચેરિટી કમિશનરને ટ્રસ્ટી નીમવામાં આવે ત્યારે તેની ફરજોના સંબંધમાં ચાર્જોનું ધોરણ નીચે પ્રમાણે રહેશે.

ટ્રસ્ટની મિલકત અથવા ફંડની એકંદર મૂડીરૂપી (૧)

કિંમત રૂ૨૫,૦૦૦ કરતાં વધુ થાય નહિં -/

ટ્રસ્ટની મિલકત અથવા ફંડની એકંદર મૂડીરૂપી (૨)

કિંમત રૂ૨૫,૦૦૦ કરતાં વધુ થાય પરંતુ -/

રૂ૧,૦૦,૦૦૦ કરતાં વધુ થાય નહિં ત્યારે -/

ટ્રસ્ટની મિલકત અથવા ફંડની એકંદર મૂડીરૂપી (૩)

કિંમત રૂ૧,૦૦,૦૦૦ કરતાં વધુ હોય -/, પણ

રૂ૫,૦૦,૦૦૦ કરતાં વધુ થ -/ાય નહિં ત્યારે.

ટ્રસ્ટની મિલકત અથવા ફંડની એકંદર મૂડીરૂપી (૧)

કિંમત રૂ૫,૦૦,૦૦૦ કરતાં વધુ હોય ત્યારે -/

એવી કિંમતના બે ટકા જેટલો ચાર્જ, પરંતુ ઓછા માં ઓછો ચાર્જ રૂ -/૫૦.

.હોવો જોઇએ

પ્રથમ રૂઉપર બે ટકા જેટલો અને એવી કિંમતના બાકીના -/૨૫૦૦૦.

ભાગ ઉપર દોઢ ટકા જેટલો ચાર્જ.

પ્રથમ રૂઉપર બે ટકા જેટલો ૨૫૦૦૦., પછીના રૂઉપર દોઢ ટકા ૭૫૦૦૦.

એવી કિંમતના બાકીના ભાગ ઉપર એક ટકા જેટલો ચાર્જ જેટલો અને

પ્રથમ રૂઉપર બે ટકા જેટલો ૨૫૦૦૦., પછીના રૂઉપર દોઢ ટકા ૭૫૦૦૦.

.જેટલો પછીના રૂ૪,૦૦,૦૦૦ ઉપર એક ટકા જેટલો અને એવી કિંમતના

બાકીના ભાગ ઉપર ત્રણ ચતુર્થાંશ ટકા જેટલો ચાર્જ.

નોંધ: સરકારો કે બીજી જામીનગીરીઓ હોય ત્યારે ટ્રસ્ટની મિલકત પૂર્ણતઃ અથવા અંશતઃ (૧)-, ટ્રસ્ટની મિલકતની એકંદર મૂડી રૂપી કિંમત ગણવાના હેતુ માટે એવી જામીનગીરીઓની બજાર કિંમતને તેમની મૂડીરૂપી કિંમત તરીકે ગણવામાં આવશે.

ટ્રસ્ટની મિલકત પૂર્ણતઃ અથવા અંશતઃ સ્થાવર મિલકત હોય (૧)(૨), ત્યારે તેની એકંદર મૂડીરૂપી કિંમત ઠરાવવા માટે એવી સ્થાવર મિલકતની મૂડીરૂપી કિંમત નીચે પ્રમાણે રહેશે-

મિલકત હોય ત્યારે એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડા (ફી હોલ્ડ) ટ્રસ્ટની મિલકત સંપૂર્ણ માલિકીની (૧)રૂપી કિંમતથી ૧૬.૫૫% ૨/૧-

-ટ્રસ્ટની મિલકત પટ્ટાવાળી મિલકત હોય અને પટ્ટાની મુદત: (૨)

વર્ષ વચ્ચેની હોય ત્યારે થી ૫ ૧ (ક), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં અનુક્રમે ૧ થી ૫ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૧૦ ૬ (ખ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૬ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૧૫ ૧૧ (ગ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૮ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૨૦ ૧૬ (ઘ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૯^૩/_૪ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૨૫ ૨૧ (ચ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૧^૧/_૪ ગણી.

ત્યારે વર્ષ વચ્ચેની હોય થી ૩૦ ૨૬ (છ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૨ ગણી.

...// ૨ //...

...// ૨ //...

વર્ષ વચ્ચેની હોય ત્યારે થી ૩૫ ૩૧ (જ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૨^૩/_૪ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૪૦ ૩૬ (ઝ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૩^૧/_૨ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૪૫ ૪૧ (ટ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૩^૧/_૩ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૫૦ ૪૬ (ઠ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૩^૩/_૪ ગણી.

વર્ષ વચ્ચેની હોય ત્યારે થી ૫૫ ૫૦ (ડ), એવી મિલકતની ચોખ્ખી વાર્ષિક ભાડારૂપી કિંમત કરતાં ૧૪^૨/_૭ ગણી.

ટ્રસ્ટની મિલકતની ચોખ્ખી ભાડારૂપી કિંમત નક્કી કરવા માટે (૨)સંપૂર્ણ માલિકીની મિલકતની બાબત માં મ્યુનિસિપલ કરો, સમારકામ, વીમાઓ, ડૂબત ફંડ, માંડી વાળવાના દેવાં અને વસૂલી ખર્ચ જેવા ખર્ચો માટે એકંદરે ભાડારૂપી કિંમતના ૨૫ ટકા જેટલી રકમ બાદ કરવીપટ્ટાવાળી મિલકતની બાબતમાં . સદરહુ દરે એવા ખર્ચ બાદ કરવા ઉપરાંત, પટ્ટે આપનારને ભરવાપાત્ર વાર્ષિક જમીનના ભાડા જેટલી વધુ રકમ બાદ કરવી .

ભાગરોકાણ અને વેચાણ પ્રમાણેના ચાર્જો ૨-

ચેરિટી કમિશનર ટ્રસ્ટી હોય તે તમામ કિસ્સાઓમાં તેની ફરજોના સંબંધમાં-

સ્થાવર મિલકતની ખરીદી અથવા ગીરો રૂપે કરેલું કોઇ રોકાણ સહિત તેણે રોકેલાં (ક), અથવા ફરીથી રોકેલાં મૂડીરૂપી નાણાં અથવા ટ્રસ્ટફંડો અથવા ટ્રસ્ટની આવકો ઉપર રોકેલી રકમ કે ખરીદેલી મિલકતની કિંમતના એક ચતુર્થાંશ ટકા જેટલો ચાર્જ,

(ખ) વેચેલી તમામ સ્થાવર મિલકતો ઉપર, વેચેલી મિલકતની કિંમતની રકમના એક ચતુર્થાંશ ટકા.

ભાગઆવક પ્રમાણેના ચાર્જો ૩-

ઉપરના ભાગ ૧માં જણાવેલી હેસિયતો ચૈકી કોઇ હેસિયતથી કામ કરતા ચેરિટી કમિશનરની ફરજોના સંબંધમાં-

તમામ ડિવિડન્ડો અને ગીરોના વ્યાજ સિવાયનું વ્યાજ મળે તે ઉપર (ક)૧^૧/_૨ ટકાનો ચાર્જ;

ભાડાં અને ગીરોના રોકાણોનું વ્યાજ વસૂલ થાય તે ઉપર (ખ)૨^૧/_૨ ટકાનો ચાર્જ;

પરંતુ કોઇ ટ્રસ્ટના સંબંધમાં ઓછામાં ઓછો ચાર્જ, ૩૦મી જૂને કે ૩૧મી ડિસેમ્બરે પૂરા થતા કોઇ અડધા વર્ષમાં, રૂ.હોવો જોઇએ -/૫.

અનુસૂચિ-૨૩ (Annexure 27)

[જુઓ નિયમ-૫૭]

રસીદ બુક

નંબર.....

ટ્રસ્ટરો / તારીખ

રૂપિયાની રકમ.....

.તરફથી મળી

રૂ.....

ચેરિટી કમિશનર

નંબર.....

ટ્રસ્ટરો / તારીખ

રૂપિયાની રકમ.....

.તરફથી મળી

રૂ.....

ચેરિટી કમિશનર

અનુસૂચિ-૨૬ (Annexure 30)

[જુઓ નિયમ-૫૭]

વ્યાજની ચોપડી

સન ૨૦ તારીખે પૂરા થતા અડધા વર્ષ માટેની ભાડાની ચોપડી..... મહિનાની ના

મિલકત					જે મહિનાઓ માટે ભાડું વસૂલ કર્યું હોય તે મહિનાઓ અને ખાતામાં જમા કરેલી રકમ અને જમા કર્યાની તારીખ													બાકી ભાડા	શેરો	
ટ્રસ્ટનું નામ	નંબર	સ્ટ્રીટ	માસિક ભાડું	ચેરિટી કમિશનરની ટૂંકી સહી	ભાડૂતોના નામ	જાન્યુઆરી રૂ.પૈ .	તારીખ	ફેબ્રુઆરી રૂ.પૈ .	તારીખ	માર્ચ રૂ.પૈ.	તારીખ	એપ્રિલ રૂ.પૈ .	તારીખ	મે રૂ.પૈ.	તારીખ	જૂન રૂ.પૈ.	તારીખ	રૂ.પૈ .		

અનુસૂચિ-૨૭ (Annexure 31)

[જુઓ નિયમ-૫૭]

ચાર્જો અને ફીની ચોપડી

સન ૨૦ .મહિના માટેના ચાર્જો અને ફી ના

તારીખ	વિગતો	અનુસૂચિ ૧૯ હેઠળ મળેલા ચાર્જો રૂ . પૈ.	શોધવાની અને બીજી પ્રકીર્ણ ફી. રૂ . પૈ.	તારીખ	રિઝર્વ બેન્ક ઓફ ઇન્ડિયામાં સાર્વજનિક ટ્રસ્ટ વહીવટ ફંડ ખાતે ચાર્જો અને ફી તરીકે જમા.

અનુસૂચિ-૨૮ (Annexure 32)

[જુઓ નિયમ-૫૭]

અનામત મૂકેલી જામીનગીરીઓનું રજિસ્ટર.

તારીખે પૂરા થતા અડધા વર્ષ માટેરિઝર્વ બેન્ક ઓફ ઇન્ડિયા, મુંબઈ સાથેનો ચેરિટી કમિશનરનો સરકારી જામીનગીરીનો હિસાબ.

અનામત મુક્યાની તારીખ	
ઉપાડી લીધાની તારીખ	
	કુલ
	સિલક
	કુલ

અનુસૂચિ-૨૯ (Annexure 33)

[જુઓ નિયમ-૫૭]

જાવક રજિસ્ટર

નંબર	તારીખ	ટ્રસ્ટનું નામ	કોને મોકલ્યું	સ્થળ	ટપાલ ખર્ચની રકમ રૂ.પૈ .	કયા ખાતે ઉધારી	કયારે ઉધારી

અનુસૂચિ-૩૦ (Annexure 34)

[જુઓ નિયમ-૫૭]

આવક રજિસ્ટર

મળ્યાની તારીખ	પત્રની તારીખ	કોના તરફથી મળ્યો	સાર્વજનિક ટ્રસ્ટનું નામ	કેવી રીતે નિકાલ કર્યો