

Tender Notice No. TD/EMRS/2011/1141

TENDER DOCUMENT

FOR

**ENGAGEMENT OF A CHARTED ACCOUNTANT FIRM FOR
PROVIDING ACCOUNTING & ADVISORY SERVICES TO GSTDREIS,
CORRESPONDENCE WITH GOVT. DEPARTMENTS FOR RAISING
GRANTS, FILING OF RETURNS WITH INCOME TAX COMMISSIONER
AND MAINTENANCE OF ACCOUNTS OF SCHOOLS MANAGED BY
GSTDREIS UNDER TRIBAL DEVELOPMENT DEPARTMENT IN
GUJARAT STATE**

Through Online E-Tendering Process Only



**Gujarat State Tribal Development Residential
Educational Institutions Society (GSTDREIS)**

3rd Floor, Birsa Munda Bhavan, Sector
10-A, Gandhinagar 382010

Gujarat

Ph : (079) 23243749

Fax- (079) 23243748

January 2011

One time Tender Fee – Rs. 5000/- (Rupees Five Thousand Only)

Notice Inviting Online Tender

Tender Notice No. TD/EMRS/2011/1141

Department Name/ Authority Name	Tribal Development Department, Gandhinagar
Circle	Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat
Division	-
IFB No./ Tender Notice No.	Tender Notice No. TD/EMRS/2011/1141
Name of Project	<p>Tender Document for engagement of a Chartered Accountant firm for providing accounting and advisory services to GSTDREIS, correspondence with Govt. Departments for raising grants/ finance, filing of returns with Income tax commissioner and maintenance of accounts of schools managed by GSTDREIS under Tribal Development Department in Gujarat State.</p> <p>For list of schools, refer Annexure 8 of this document.</p>
Name of Work	<p>Service Provision for following activities:</p> <p>Maintenance of daily accounts at head office, Monthly salary payment to all staffs, compliance with EPF/ TDS norms, filing of returns with Income Tax Commissioner, preparation of annual accounts for GSTDREIS, compliance to Accounts authority for audit purposes etc. Advisory services to the society.</p> <p>Supervision of Statement of Expenditure (SoE) of schools managed by GSTDREIS and thereof guidance/ checks and balances.</p> <p>Correspondence with Govt. Departments for raising grants for schools run by the society.</p> <p>For detailed scope of work, refer Terms of Reference (ToR) in this tender document.</p>
Estimated Contract Value (INR)	Open
Period of Contract	One (1) year starting from the date indicated in the Letter of Acceptance (LoA)/ Agreement. This period is extendable for another one (1) year with 10% increase in

	payment on mutual agreement.
Bidding Type	Open
Bid Call (Nos.)	1
Class of Bidder	Not Applicable
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Joint Venture/ Consortium	Not Allowed
Amount Details	
Bid Document Fee/ Tender Fee	Rs.5,000/- (Rupees five thousand only) in form of Demand Draft from Scheduled/ Nationalised Bank
Bid Document Fee Payable to	Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS) payable at Gandhinagar
Bid Security /EMD (INR)	Rs.50,000/- (Rupees Fifty thousand only) in form of Demand Draft from any Scheduled / Nationalised Bank
Bid Security/ EMD in favour of	Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS) payable at Gandhinagar
Tender Dates	
Bid Document Downloading Start Date	2 nd January 2011 by 11:00 hrs
Bid Document Downloading End Date	22 nd January 2011 by 18:00 hrs
Prebid Meeting	<p>Prebid Meeting for this tender shall be held on 12th January 2011 at 13:00 hrs in the office of the Authority at the following address:</p> <p>Committee Hall, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), 2nd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat</p> <p>Interested Bidders are requested to be present in the Prebid Meeting at the designated time. Queries</p>

	for the meeting should be sent to uday.dsag@gmail.com on or before 10 th January, 2011 by 18:00 hrs.
Last Date & Time for Submission of Technical bids (Only Physical)	24 th January 2011 by 15:00 hrs
Last Date & Time for Submission of Price Bids (Only Online)	22 nd January 2011 by 18:00 hrs
Date of Tender opening	24 th January 2011 at 16:00 hrs
Bid Validity Period	180 days from opening of price bid
Physical Submission of Technical Bids	Physical copy of technical bid along with Tender Fees, Bid Security and other documents (except Price Bid) upto 15:00 hrs on 24 th January 2011 by RPAD/ In Person in the office of the Authority at Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat.
Price Bid Submission (ONLINE ONLY)	Bidder shall submit their price offer in electronic format only on website www.nprocure.com after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received will be outright rejected. Also any reference of the Price, quotes, etc. in physical submission shall result in rejection of the Bid of the bidder.
Phone	(079) 23243749 Fax- (079) 23243748
Officer Inviting Bids	Executive Director, GSTDREIS and Additional Secretary, Tribal Development Department, Government of Gujarat, Block No.8, 2 nd Floor, New Sachivalaya Gandhinagar -382010
Bid Opening Authority	Executive Director, GSTDREIS and Additioanl Secretary, Tribal Development Department, Government of Gujarat, Block No.8, 2 nd Floor, New Sachivalaya Gandhinagar -382010

General Terms and Conditions:

- 1) Bidders can download the tender document free of cost from the website, but will need to submit the bids along with the DD for Bid Document Fee at the time of physical submission.
- 2) Price Bids will have to be submitted online as per prescribed formats.
- 3) Bidders have to submit Price Bid in electronic form only. Offers in physical form will have to be submitted for technical bid alone. Such submission will have to be accompanied by required forms and documents, and instrument for payment of Bid Document Fee and Bid Security.
- 4) Bid Document Fee and Bid Security shall have to be paid of the amount stated in the Notice Inviting Online Tenders section.
- 5) Free vender training camp will be organized every Saturday between 4.00 PM to 5.00 PM at (n)code solutions – A Division of GNFC Limited. Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n) Code Solutions

A Division of GNFC

301, GNFC Infotower, Bodakdev Ahmedabad –380 054 (India) Tel: +91 26857316/ 17/ 18

Fax: +91 79 26857321 E-mail: nprocure@gnvfc.net

Website: www.nwr.nprocure.com Toll Free: 1800-233-1010(Ext.321)

Other Terms and Conditions are as per detailed tender documents.

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INVITATION FOR BIDS (IFB)

While formulating the 9th Five Year Plan, Government of India realized that unless the quality of education is substantially improved in the tribal areas, some of the serious issues involved with employability and subsequent performance of tribal youths cannot be addressed. It was felt that as the tribal children suffer from various locational and social disadvantages, they lack self confidence and exposure and this can only be resolved by providing the best possible quality of education. The public schools model was considered to be the best suited for improving the quality of schooling and for raising the confidence level and character of tribal children. Keeping in view these objectives, the Eklavya School Project was launched in the year 1999-2000.

These schools are expected to have the best possible educational and extra-curricular infrastructure. Government of India sanctions non-recurring grant of Rs. 12 crore per school and recurring grant of Rs. 125 lakh per year to each Eklavya Model Residential School (EMRS) run by the Tribal Development Department. These are co-educational residential schools expected to take care of all the requirements of the child without charging any fee and provide education from standards VI till XII.

Tribal Development Department has established an autonomous Society; the Gujarat State Tribal Development Residential Education Institutions Society (GSTDREIS or the Authority), commonly called Gujarat EMRS Society. The Society manages EMR schools with the help of government grants and some private support. The society also manages other schools: Model Schools funded by MHRD and Girls Residential Schools in Low Literacy Areas (LLGRS) funded by MoTA in the Tribal Talukas of Gujarat.

GSTDREIS wishes to engage a Chartered Accountant firm for providing complete accounting services to its head office at Gandhinagar for putting a disciplined accounting system in place, managing day to day accounts, annual accounts of society and guiding our schools in matters of accounts managed by GSTDREIS under Tribal Development Department. The detailed scope of services and various activities is listed in the Terms of Reference in this tender document.

Proposal is to be submitted by the bidders in the form of physical submission of Technical Bids and online submission of Price Bids in accordance with the documents/ attachments required as per eligibility criteria set herein in the tender document.

SCHEDULE FOR INVITATION OF TENDER

Tender Name: Tender document for engagement of a Chartered Accountant firm for providing accounting and advisory services to GSTDREIS, correspondence with Govt. departments for raising grants, filing of returns with Income Tax commissioner and maintenance of accounts of schools managed by GSTDREIS under Tribal Development Department of Gujarat State

Issue of Tender	2 nd January 2011 by 11:00 hrs
Bid Due Date	22 nd January 2011 by 18:00 hrs
Bid Submission Address:	Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), 3 rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat
Technical Bid Opening Date and Time	24 th January 2011 at 16.00 hrs
Venue	Office of Executive Director, GSTDREIS, Ground floor, Birsa Munda Bhavan, Sector 10-A. Gandhinagar – 382010, Gujarat

NOTE:

1. Please address all queries and correspondence to Gujarat State Tribal Development Residential Educational Institutionals Society (GSTDREIS), 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, or at email address: uday.dsag@gmail.com
2. If the Office of Authority happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office at the same time and venue.
3. Please quote Tender Ref. Number in all your correspondence.

General Instructions

1. Bidders who wish to participate in this selection process will have to register on **<https://www.nprocure.com>**. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
2. Technical Bid: Bidders shall submit **physically** their technical bids in sealed envelopes super-scribed with due date, time, project and nature of bid.

PART-I: Bid Security and Tender Document fee in a separate sealed envelope superscripted with the Tender Document name and number. Please enclose Bid Security of the amount mentioned in Notice Inviting online Tender section and Bid Document Fee of the Tender Document in form of Demand Drafts drawn in favour of “ Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS)” and payable at Gandhinagar. Such copy has to be submitted in physical form at the office of the Authority on or before the due date of submission of technical bids.

PART-II: Original and one copy of Technical Bid complete with all technical and commercial details except the prices. Original printed document shall be considered as authentic. Such copy has to be submitted in physical form at the office of the Authority on or before the due date of submission of technical bids.

Note: Filling up prices in this bid will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

3. **Price Bid:** Bidder shall submit the Price Bid online only.
4. Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.
5. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
6. The Price/ rates/ quotes by the Bidder shall be valid for a period of 180 days and shall be applicable for the entire Contract period.
7. The price of one copy of the Tender Document shall be paid by Demand Draft drawn in favour of “Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS)” and payable at Gandhinagar. In online submission, the scanned copy of the drafts shall have to be submitted.

Yours faithfully,

Gujarat State Tribal Development
Residential Educational Institutions
Society (GSTDREIS), **Gandhinagar**

**To Be Pasted On MAIN Outer Envelope Containing Bid Security,
Tender Fees & Technical Bid.**

IMPORTANT DATA

DO NOT OPEN – THIS IS A BID

PROJECT NAME	:	Tender document for engagement of a Chartered Accountant firm for providing accounting and advisory services to GSTDREIS, correspondence with Govt. departments for raising grants, filing of returns with Income Tax Commissioner and maintenance of accounts of schools managed by GSTDREIS under Tribal Development Department of Gujarat State.
Due Date	:	
Time	:	
From,		To,
<Name of Bidder>		Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS)
<Address>		3 rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat
<Phone no.>	:	(079) 23243749
<Fax no.>		(079) 23243748

**To Be Pasted On Envelope Containing Bid Security and
Bid Document Fee**

DO NOT OPEN – THIS IS A BID

PROJECT NAME	:	Tender document for engagement of a Chartered Accountant firm for providing accounting and advisory services to GSTDREIS, correspondence with Govt. departments for raising grants, filing of returns with Income Tax commissioner and maintenance of accounts of schools managed by GSTDREIS under Tribal Development Department of Gujarat State.
Due Date	:	
Time		
From		To
<Name of Bidder>		Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS)
<Address>		3 rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat
	:	
<Phone no.>	:	(079) 23243749
<Fax no.>	:	(079) 23243748

To Be Pasted On Envelope Containing Technical Bid**DO NOT OPEN – THIS IS A BID**

Technical Bid – Original Copy

PROJECT NAME	:	Tender document for engagement of a Chartered Accountant firm for providing accounting and advisory services to GSTDREIS, correspondence with Govt. departments for raising grants, filing of returns with Income Tax Commissioner and maintenance of accounts of schools managed by GSTDREIS under Tribal Development Department of Gujarat State.
Due Date	:	
Time	:	
From		To
<Name of Bidder>		Executive Director, Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS)
<Address>		3 rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat
<Phone no.>	:	(079) 23243749
<Fax no.>	:	(079) 23243748

CHAPTER – I

INSTRUCTIONS TO THE BIDDERS

ARTICLE -1: DEFINITIONS

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) “Agreement” means the document signed by the Authority and the successful bidder that incorporates any final corrections or modification to the tender and is the legal document binding both the parties to all terms and conditions for the award of the Contract.
- 2) “Authority” shall mean the Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS) having its office at 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010, Gujarat.
- 3) “Bid” means the complete bidding document submitted by the bidders to the Authority and shall include any corrections, addenda and modifications made therein.
- 4) “Bidder” shall mean any Chartered Accountant firm registered with C & AG of India is eligible to participate in the tendering process and shall include the successful bidder during the currency of the Contract.
- 5) “Contract Period” shall mean entire term of the contract as indicated in the Article 1 of Chapter IV of this tender document.
- 6) “Contract” shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article 1, Chapter IV for which the Bidder shall be paid in accordance with the terms and conditions of the Agreement.
- 7) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of bidder selection and Contract execution.
- 8) “Department” shall mean Tribal Development Department of the Government of Gujarat or any other Department or Agency notified by the State for this purpose and may also include the Respective Authorities of the School for which the contract shall be awarded.
- 9) “Government” shall mean the Government of Gujarat and Central Government.
- 10) “Total Accepted Tender Value” means the total value of services and supplies as approved to be provided by the successful bidder.
- 11) “School” shall mean one or more schools located within one premises and affiliated to one education board.

ARTICLE - 2: ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should be fulfilling the following conditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. Bids from consortiums are allowed up to a maximum limit of two members. Bids without documentary evidence will not be considered for further evaluation.

Eligibility Criteria	Documentary Evidences to be attached
1) The firm must be empanelled with C&AG and ICAI without which the application of the firm would not be considered.	Attested copy of Certificate of ICAI and C&AG as on 1.1.2009
2) The firm must have completed contracts in the field of accounting/ Internal audit/ Statutory audit of a company/ organization for the last three years. Each Contract should be for a continuous duration of 1 year.	Works to be demonstrated by contract/ agreement/ LoA/ Work order and evidence of satisfactory work completion.
3) Min. Avg. Annual Turnover of the bidder in the last three years as on 31 st March 2011 should be Rs. 20,00,000 (Rupees Twenty lakhs only)	Turnover statement from a Registered Chartered Accountant or audited Financial Statements.

CHAPTER –II

GENERAL TERMS AND CONDITIONS

ARTICLE – 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID

1.1 The bid submitted shall have the following documents:

Part-I

Bid Security (EMD) and Bid Document Fee in the form prescribed in the Tender.

Part – II

1. Bid document signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A Project Proposal is to be submitted by the bidder should clearly contain the following:
 - a) Composition of the proposed team deployed at GSTDREIS Head Office
 - b) Qualifications and experience of the team deployed at GSTDREIS Head Office
 - c) Team Deployment Plan at GSTDREIS Head Office
 - d) Description of technical approach / methodology / work plan for performing the services of GSTDREIS as mentioned in Tender document.

3. Registration Details:

In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a Society- Certified copy of registration deed with objects of constitution of society.

Or

In case Bidder is a Corporation- Authenticated copy of the parent statute. Or

In case of Trust- Certified copy of the Trust

Deed. Or

In case of Firm- Certified copy of the Registration Deed.

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. Documents required as per Eligibility Criteria in Chapter I, Article 2 above duly signed by the authorized representatives of the bidder.
5. List of present Directors/ owners/ executive council members/ trustees/ Board members

as applicable.

6. Current Service Tax Clearance Certificate and certified copy (duly signed) of Service Tax Registration Certificate.
7. General power of attorney/ Board of Directors resolution/ Deed of Authority contract and all correspondences/ documents thereof. Format for General Power of Attorney is given at Annexure-2.
8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ ies of the Bidder for the years 2007-08, 2008-09, 2009-10.
9. Clause by clause compliance statement for the whole Tender Document including all Annexures.
10. All deviations and/ or non-compliance clauses shall be listed separately.
11. Details in the formats as given at Annexures. (Kindly check all Annexures)

Part-III

Price Bid as per Annexure – 1 to be submitted on-line. No deviations and/ or non-compliance clauses shall be allowed in the Financial Bid.

ARTICLE – 2: BIDDING DOCUMENT

Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by bidding documents or submitting a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications before the date of pre-bid meet of the tender, to the email address: uday.dsag@gmail.com. The clarification shall be issued by the Authority during the pre-bid meeting and/or will be published on the website www.nprocure.com.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, Authority for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.
- 4.2 All prospective Bidders may be notified of the amendment and such modifications will be binding on them. The same shall also be put up on the website www.nprocure.com
- 4.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its own discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: COST OF BIDDING

Bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 7: BID FORMS

7.1 Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

7.2 For all other cases, the Bidder shall design a form to hold the required information.

7.3 Authority shall not be bound by any printed conditions or provisions in the bidder's bid forms.

ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE

8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.

8.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 9: LACK OF INFORMATION TO BIDDER

Bidder shall be deemed to have carefully examined all contract documents / this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract. Also Bidder is required to make his own estimates regarding all costs associated with the Project, if required through site visits. The Authority shall not entertain any disputes in this regard after the bids have been submitted. Authority retains the right to ask for any missing information during the evaluation process.

ARTICLE - 10: CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Guarantee within the time limit prescribed by the Authority, Authority reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this document.

ARTICLE - 11: BID PRICE

11.1 The Price bid should indicate the prices in the format/price schedule given at Annexure – 1.

Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

- a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) Bidder should indicate a single consolidated rate for Contract Period based on the payment terms specified in the Tender.
- c) Bids should be submitted directly by the Bidder.
- d) Price Bids of only qualified bidders as per eligibility criteria shall be opened.

11.2 Authority reserves the right to seek clarification/ justification from the Bidder on the bid price in case Authority deems it necessary. Based on the justification provided by the Bidder, if Authority feels that the price is unrealistic/ unfeasible in order to execute a project of this nature, Authority reserves the right to reject the said bid. The Bidders shall be governed by the decision of Authority.

ARTICLE - 12: BID CURRENCY

For the services required in the Tender, the prices shall be quoted in Indian Rupees. Payment for such services as shall be made in Indian Rupees only.

ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

13.1 The Bidder shall furnish, as part of the Bid, a bid security for the amount as stated in Notice Inviting Online Tenders Section by DD in favour of Gujarat State Tribal Development Residential Educational Institutions Society payable at Gandhinagar issued by any Scheduled/ Nationalised Bank in India in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened.

13.2 No interest shall be paid on bid security.

13.3 Bid Security of Bidders not short-listed will be refunded within 30 days from the date

of declaration of Short-listed Bidders. If the Bidder is short-listed then the Bid Security will be refunded within 30 days from the date of signing of the Agreement and submission of performance guarantee.

- 13.4 The successful bidder's Bid security will be discharged upon the Bidder signing the contract/ Agreement, and furnishing the Performance Guarantee.
- 13.5 The Bid security may be forfeited either in full or in part, at the discretion of Authority, on account of one or more of the following reasons:
- a) Bidder withdraws its Bid during the period of Bid validity as stated in Article 14 below.
 - b) Bidder does not respond to requests for clarification of their Bid.
 - c) Bidder fails to co-operate in the Bid evaluation process, and
 - d) In case of a successful Bidder, the said Bidder fails:
 - 1) to sign the Agreement in time; or
 - 2) to furnish Performance Guarantee

ARTICLE - 14: PERIOD OF VALIDITY OF BIDS

- 14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by Authority. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, the Authority may solicit 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 shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 15: FORMAT AND SIGNING OF BID

- 15.1 Bidder shall prepare required 2 copies of the technical bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorised (as per Annexure 2) to bind the Bidder to the Contract. All pages of the bid shall be initialed by the person or persons signing the bid.
- 15.3 The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the Authority or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

ARTICLE - 16: SEALING AND MARKING OF BID

Bidder shall submit their bids in two separate parts in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Technical).

Part: I Bid Document Fees and Bid Security in a separate sealed envelope superscribed with the Tender Document number.

Part: II Original and 1 copy of TECHNICAL BID complete with all technical and commercial details other than price.

NOTE: Filling up prices in this bid will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given in “Schedules for Invitation of Tenders” section) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared 'late'.

16.1 If the outer envelope is not sealed and marked as required, the Authority will assume no responsibility for the bid's misplacement or premature opening.

16.2 If these envelopes are not sealed and marked as required, the Authority will assume no responsibility for the bid's misplacement or premature opening and rejection.

ARTICLE - 17: BID DUE DATE

17.1 Bid must be received by the Authority at the address specified in the Tender Document not later than the date specified in the bid.

17.2 Authority may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective Bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Authority and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 18: LATE BID / CONDITIONAL BID

18.1 Any bid received by the Authority after the bid due date/ time prescribed in the Tender Document shall be rejected.

18.2 Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID

19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that Written notice of the modification included substitution or withdrawal of the bids, is

- received by the Authority prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 19.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

ARTICLE - 20: OPENING OF BIDS BY THE AUTHORITY

- 20.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2 Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the Authority at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3 At the pre-decided time, the Authority contact person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures.

ARTICLE - 21: CONTACTING THE AUTHORITY

- 21.1 Bidder shall not approach the Authority officers outside of office hours and/ or outside The Authority premises, from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the Authority officers in the decisions on Bid evaluation bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

ARTICLE - 22: BID EVALUATION

22.1 Parameters and Procedure of Evaluation

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 75%; P = the weight given to the Financial Proposal = 25%; T + P = 100%) using the formula:

$$S = St \times T\% + Sf \times P\%$$

Authority is not bound in any manner to select any of the bidders submitting bids or to select the bidder offering the lower price.

The bidder achieving highest combined technical and financial score (S) will get the highest rank, followed by others. Bidder obtaining highest number of points shall be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

I) Technical Evaluation

Only those bidders who have fulfilled the eligibility criteria will be evaluated further. The technical evaluation and comparison of the bids of such eligible bidders shall be done for the following parameters:

Sr. No.	Criteria	Documents/ Details required (to be submitted in technical bid)	Total Marks
1	a) The firm must be empanelled with C & AG and ICAI, without which the application of the firm would not be considered. -- 4 marks b) Firm in function for more than three years and furnishing of complete details. – 5 marks c) The firm must have completed contracts in the field of accounting/ Internal audit of a company/ Organisation for the last three years. Each Contract should be for a continuous duration of 1 year. -- 21 marks (7 marks for each contract, subject to a maximum of 21 marks).	Attested copy of certificate of ICAI and C&AG as on 1.1.2009. Contract/ Agreement/ LoA/ Work Order and Evidence of satisfactory work completion projects showcased.	30
2	Team, Approach and Methodology of Project Proposal a) Composition of the proposed team including their qualifications and experience - 10 marks b) Team Deployment Plan - 5 marks c) Description of approach, methodology and work plan for performing the services of GSTDREIS as mentioned in Tender document - 10 marks	Detailed Project Proposal	25

3	Average annual turnover of bidder for last three years, namely, 2007-08, 2008-09 and 2009-10.	Turnover statement from a Registered Chartered Accountant / Audited Financial Statements.	25
4	A presentation shall be conducted by each of the eligible bidders in front of a Technical Committee appointed by GSTDREIS. This presentation shall include the following: 1) Profile of the bidder 2) Implementation Plan of the bidder including the structure of Management for implementation of the Project 3) Qualifications and experience of manpower to be deployed (detailed CVs to be attached of all professionals) 4) Any other details that the bidder may wish to highlight to demonstrate capability to undertake the work	(To be conducted at a later date)	20
	Total		100

Evaluation shall be carried out based on the above criteria and the data and documents provided by bidders in support of their claims. The cut-off marks for short-listing based on the Technical Evaluation is 60% of total marks. Evaluation Committee shall have the right to verify the claims made by the Bidder, in whichever way it deems fit. Based on the Bid Evaluation, only technically qualified Bidders scoring more than cut-off marks shall be short-listed.

II) Financial Evaluation

Financial bids of only the short-listed Bidders shall be opened. The lowest evaluated financial bid (Fm) will be given the maximum financial score (Sf) of 100 (one hundred) points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula – $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest financial quote and F is the financial quote under consideration.

22.2 Bid Evaluation Committee

Bid evaluation shall be done by Evaluation Committee appointed by Authority. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

ARTICLE - 23: AUTHORITY'S RIGHT TO VARY SCOPE AT TIME OF AWARD

If any change in Scope of the Contract causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the Authority changed order.

ARTICLE - 24: AUTHORITY'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS

Authority reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 25.1 Prior to expiry of the period of Bid validity, the Authority will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Contract Form.
- 25.2 Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Authority. If the successful Bidder thus selected fails to sign the contract as stipulated, the Authority reserves the right to offer the contract to the next lowest Bidder.

ARTICLE - 26: PERFORMANCE GUARANTEE

- 26.1 The contract performance guarantee has to be submitted within TEN days of receipt of contract form. The performance guarantee shall be **5% of the Total Accepted Tender Value**. The performance guarantee can be in the form of bank guarantee, which shall be valid for duration of 180 days beyond the expiry of contract period.
- 26.2 If the successful Bidder fails to remit the performance guarantee within the time stated for the submission of the same by the Authority, the Bid Security remitted by him will be forfeited by the Authority and his bid will be held void.
- 26.3 Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the Authority will promptly notify all short-listed Bidders and will refund their Bid Security.
- 26.4 Format for Performance Guarantee is given at Annexure-3.
- 26.5 The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract period and on satisfaction of the Authority for execution of the work/ settlement of disputes, if any.

ARTICLE - 27: PAYMENT TERMS

Payment to the Service Provider shall be made as follows:

- The payment to Service Provider shall be made bi-monthly on basis of rate quoted as in the **'bid against this Tender'** for services mentioned in the head office of GSTDREIS.
- Such a payment shall be made within 12 days of raising of the invoice/ demand for the same.

ARTICLE - 28: PENALTY

Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this tender document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the Service Provider shall be final and binding and shall not exceed 15% of the Total Accepted Tender Value of the bidder for the Contract Period. On the Service Provider repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice.

If there is any delay in submitting any report as demanded by the Authority whether monthly or quarterly or yearly, and if the delay continues for a period of more than 1 week, then penalty shall be charged as deemed appropriate by the Authority subject to maximum of 15% upper limit.

Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other agency at the risk and cost of the Service Provider and the same will be recovered from the Service Provider.

ARTICLE -29: PATENT RIGHTS

Service Provider shall indemnify the Authority against all third-party claims of infringement of patent, trademark/ copyright arising from the use of services or any part thereof.

ARTICLE -30: AUTHORITY'S RIGHT TO AWARD CONTRACT TO ONE OR MORE BIDDERS

Authority reserves the right to award the Contract to one or more Service Provider/s and split the order for different schools among different Service Providers.

ARTICLE - 31: BIDDER TO VISIT THE SITE BEFORE QUOTING ITS BID

The bidder has to personally visit the site and take into consideration all the factors before quoting its bid. All aspects of cost shall be deemed to have been covered before bidder has quoted its price in the Price Bid. No disputes shall be entertained regarding any factor that has been neglected or overlooked once the bid has been submitted by the bidder.

CHAPTER – III**TERMS OF REFERENCE (ToR)****ARTICLE – 1: INTRODUCTION**

Authority wishes to deploy a well-established, reputed and experienced Chartered Accountant firm registered with C & AG of India for providing complete accounting services at head office, grant management, consulting services (only in accounts matter) to schools managed by GTDREIS under Tribal Development Department at Gandhinagar in Gujarat State. Details of the facilities are mentioned herein in this ToR.

ARTICLE-2: DETAILS OF SERVICES TO BE PROVIDED

The Head Office of Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS) is located at Gandhinagar.

Sr. No.	Activity	Action	Deliverables/ Outcome	Frequency of Activity
1	Accounting	Maintain accounts of HO & schools on day to day basis in Tally software.	Updated books of accounts	Entry in real time basis
	1.1 Preparation of Vouchers for income and expenditure of the society.	<p>Writing cheques/ vouchers on behalf of the HO. To carry out activities of preparing, sending vouchers and cheques.</p> <p>To collect cash vouchers, pass book, cash book, cheque register etc from schools; verification of these documents and maintenance in respective books.</p> <p>To enter details of vouchers in tally, maintaing cheque register, handling RTGS activities etc, as defined by the Authority.</p>	Completion of Activity as per the predefined time provided by the Authority.	Around 400 in a year

	1.2 Payment of Bills	<p>Payment of bills to different Departments/ companies / Vendors under different projects as executed by the Authority.</p> <p>Payment of bills for all kinds of services as availed by the society.</p> <p>Petty cash management.</p> <p>To maintain petty cash vouchers.</p> <p>Any other bills payment as directed by the Authority.</p>	<p>Maintenance of petty cash book with high level of accuracy and integrity.</p> <p>Regular and timely payment of all bills relating to HO.</p>	
	1.3 Monthly salary payment to all Consultants	<p>Payment of TA/ DA to Consultants.</p> <p>Salary payment to all consultants monthly</p>	40 consultants are there in society.	Monthly
	1.4 TDS/ EPF & filling of returns with Income Tax Commission.	<p>To deposit TDS.</p> <p>Filing of returns with Income Tax Commissioner, preparing Tax deduction certificates & sending as directed by the Authority.</p> <p>Activities related to EPF of school teachers as well as employees.</p>	Compliance with EPF/ TDS/ Income Tax Authority norms	
	1.5 Banking transactions	<p>To carry out all the activities related to bank such as to deposit grant cheques, to collect and deposit chalan in bank etc. on behalf of GSTDREI Society.</p> <p>Regular Bank reconciliation.</p>		

	1.6 Annual Accounts	<p>Preparing Annual Accounts like Balance Sheet/ Income and Expenditure/ UTC etc. for the society.</p> <p>Preparing Annual Budgets for the society.</p> <p>Monitoring of grants received from Central Govt. as well as state Govt.</p>	Timely action as per order of Authority	
	1.7 SOE/ DL of schools	<p>Maintaining the Statement of Expenditure (SOE)/ DL of schools and use of necessary checks and balances in case of violation of society directed norms and conditions of a particular cost head.</p> <p>Field visit/ guidance to school accountants for disciplined maintenance of accounts keeping.</p>	Disciplined maintenance of accounts keeping in schools and SOE of schools in accordance with the society directed norms and schemes pertaining to that school.	Quarterly
	1.8 Adherence to Financial rules & Society's norms	Gather all information required (Government financial rules, Grant specific norms and conditions, Society's norms and policies, HR manual of Society and Government) and undertake all such activities that are necessary to fulfill all statutory compliances.	Achieve 100% timely compliance	
	1.9 Assigned task of ED, GSTDREIS	Any other task relating to accounts and finance as directed by Executive Director, GSTDREIS (Authority)	Completion of the activity as per the predefined time provided by Authority.	
2	Advisory Services	<p>Prepare process of tracking of finances, grant and expenditure of schools and society.</p> <p>Develop Accounting and Bill Management process for schools and society.</p> <p>Vet any new business proposal and prepare Project Viability report of the society and draw up the cost-benefit analysis for any new project that may be undertaken by the GSTDREIS.</p>		

		<p>Finalize Terms of Reference, Bid Document and Agreement Document for third party who may be required to conduct Periodic Audit of Schools/ GSTDREIS.</p> <p>Developing system for conducting procurement audit of schools.</p> <p>Any other related function that may be assigned from time to time.</p>		
3	Finance	<p>All work related with Finance Management at HO level.</p> <p>Helping in Budget preparation and Approval.</p> <p>Correspondence with GoI and GoG for demand of grants pertaining to sanctioned schemes.</p> <p>Correspondence with MoTA and MHRD for demand of grants as per the schemes.</p> <p>Preparation of budget for continuous items and New items and others under GoG/ 13th Finance Commission.</p> <p>Deployed personnel of CA firm may have to go to Govt. treasury, if need arises.</p>	<p>Timely submission of all required data for release of fund from the Govt. and timely release of fund at school level.</p>	
4	Audit	<p>Providing all required data for Internal audit/ Statutory audit.</p> <p>To carry out all activities related to preparing details for statutory audits.</p> <p>Compliance to any Accounts Authority for audit purposes and others.</p>	<p>As per the requirement of the Internal Auditor appointed by the Authority.</p>	

5	Grant Management	<p>All the formalities related to attainment and management of grants received by GSTDREIS.</p> <p>Timely release of grants to schools.</p> <p>Grant register to be maintained.</p> <p>Preparing monthly expense statement.</p>	<p>Completion of Activity as per the predefined time provided by Authority.</p>	<p>At present 7-8 grant heads are there</p>
6	Communication and Correspondence	<p>Communication and correspondence with Finance Department, GoG, GoI, only in matters relating to grants and accounts.</p> <p>Reminders to various third parties (only in matters relating to grants and Accounts)</p> <p>Communication and correspondence with accountants of schools on regular basis for proper coordination and maintenance of accounts in order.</p>	<p>Timely and organized compliance to the situation.</p> <p>All reminders as stated by the school/ Authority</p>	
7	Purchase payment	<p>Purchase Policy should be maintained as per Society rules.</p>	<p>Timely payment to any purchase of items/ services without any deviation in purchase policy.</p>	
	7.1 Procurement	<p>Bills payment of Procurement of various items /materials after approval of the Authority.</p> <p>Coordination and communication with consultants in matters of purchase of any items/ services.</p>		
	7.2 File Keeping of purchase items	<p>Maintenance of files of purchase items.</p> <p>Maintenance of dead-stock register.</p> <p>Timely removal of dead stock after the approval of Authority.</p>		

8	Task assigned by Authority (any)	Any day to day challenges with the consultation of Executive Director, GSTDREIS (Authority)	Completion of Activity as per the predefined time provided by Authority.	
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ARTICLE – 3: LOCATION

Location for which the tender is to be awarded is the office of Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS) under the Tribal Development Department located at 3rd floor, Birsa Munda Bhawan, Sector -10 A, Gandhinagar – 382010, Gujarat.

Professional/ staffs deployed at GSTDREIS office for accounting services may have to visit the schools run by GSTDREIS for consulting / guiding the accountants deputed at schools.

List of schools run by GSTDREIS are given at **Annexure-8** of this document.

The number of schools shown in the indicate list may also vary at the time of giving work order.

ARTICLE -4: ESSENTIAL QUALIFICATION OF PERSONNEL/S DEPLOYED BY CA FIRM FOR EXECUTION OF CONTRACTED WORK

- The deployed personnel/s must know Gujarati and English languages.
- The deployed personnel/s must know the functioning/ processes of online banking transactions.
- The deployed personnel/s should be well aware of maintaining computerized accounts (excel/ Tally software) and file processing in Government departments for payment approvals.
- The deployed personnel/s should have the qualities – a good listener, accuracy, specificity of letter writing, punctual, obedient, proficiency in English and Gujarati language.

Note:

- a) For any activity related to this function, the attrition rate of the persons deployed by the Chartered Accountant firm should not be more than 50%.

ARTICLE -5: NECESSARY OFFICE EQUIPMENTS, HARDWARE & SOFTWARE

Authority shall provide following office equipment and hardware/ software at head office for execution of contracted works:-

1. 2 Nos. of Computers,
2. 1 No. of Printer cum Scanner cum Fax machine,
3. Tally Accounting software and Antivirus Software.

CHAPTER – IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

ARTICLE - 1: CONTRACT PERIOD

This service shall commence from the date of signing of the Agreement and shall continue thereafter for a period of one (1) year. This Contract period is extendable to another one (1) year with 10% increase in payment by mutual consent. The terms and conditions for extension of contract may be negotiated. The Authority is under no obligation for Contract renewal.

This service shall be reviewed by Authority every quarter. In case of unsatisfactory performance of the Service Provider, the Contract may be terminated by Authority.

ARTICLE -2: BIDDER'S OBLIGATION

- i) The Chartered Accountant firm shall appoint, an authorised person not lower than the rank of Account Officer as “Co-ordinator – accounting services” to co-ordinate with the Authority in all matters related to Chartered Accountant firm for the successful implementation and operation of the project and to be responsible for all necessary exchange of information.
- ii) Service Provider shall provide all assistance to the Authority representative/s as they may reasonably require for the performance of their duties and services.
- iii) Service Provider shall appoint, supervise, monitor and control the activities of suppliers under their respective agreements as may be necessary.
- iv) Service Provider shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, etc. as per Labour Laws for the manpower employed by it.

ARTICLE - 3: AUTHORITY'S OBLIGATIONS

- i) Grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from in connection with implementation of the project and the performance of the Service Provider obligations.
- ii) Authority shall release the funds in a timely manner, after satisfying itself of all the project-related, statutory and accounting aspects, so as to enable the Service Provider to satisfactorily implement the project and perform its obligations.
- iii) Authority shall appoint, an authorised person as ‘Coordinator – Authority’ to coordinate with the Service Provider in all matters related to Authority for the successful implementation of the project and to be responsible for all necessary exchange of information required.

ARTICLE -4: ACCEPTANCE AND QUALITY CHECK BY THIRD PARTY AGENCY

The Acceptance Tests, which shall involve testing of the entire set up as prescribed by the Authority by a Third Party Agency, shall be conducted by the Service Provider in the presence of a Committee of experts or institution nominated by the Authority. The Acceptance Test must be completed by the Service Provider to the satisfaction of the Committee of experts or institution within a time frame specified by the Authority. Authority reserves the right to evolve a procedure of quality checking to ensure that the services provided by the Service Provider are as per are according to the prescribed terms and conditions in this tender.

ARTICLE - 5: LIQUIDATED DAMAGES

In the event of failure of the Service Provider to secure Acceptance by Authority, before the commencement date as prescribed by the Authority, the Authority reserves the option to recover from the Service Provider as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the Service to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

ARTICLE - 6: TERMINATION OF THE CONTRACT

- 6.1 If Authority finds that Service Provider does not provide services in line with tender conditions for three (3) days continuously or for five (5) days intermittently in a month at a specified output level due to reasons attributable to Service Provider, it may give a Notice rectify the defect/ deviation on an immediate basis. On failure of Service Provider to do so, Authority may at its sole discretion, terminate the Contract after giving adequate notice for termination.
- 6.2 If Authority finds that during the Contract Period, there are substantial deviations from tender specifications and the bidder's Proposal, it shall ask for rectification within a reasonable time frame. On failure of Service Provider to do so, it may terminate the contract after giving adequate Notice.
- 6.3 At any time during the Contract Period, Authority has the right to cancel the Contract after giving a notice of 30 days, if the Service Provider commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame by the Authority. Breach of Contract includes, but not limited to, the following:
 - a) Service Provider stops work and such stoppage has not been authorised by the Authority.
 - b) Service Provider may become bankrupt or goes into liquidation other than for project or amalgamation.
 - c) Authority gives notice to correct a particular defect/ irregularity and the Service Provider fails to correct such defects/ irregularity within a reasonable period of time determined by the Authority.
 - d) Service Provider is found to act in selfish interest and not in interest of the beneficiaries.

- e) Serious misconduct/ accident on part of the Service Provider.
- 6.4 If the contract is terminated by the Government of Gujarat/ the Department unilaterally, the Government will pay to the Service Provider remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

ARTICLE - 7: "NO CLAIM" CERTIFICATE

The Service Provider shall not be entitled to make any claim, whatsoever, against the Authority, under or by virtue of or arising out of this Contract, nor shall the Authority entertain or consider any such claim, if made by the Service Provider and the Service Provider shall have signed a "No Claim" Certificate in favour of the Authority in such forms as shall be required by him after the works are finally accepted.

ARTICLE - 8: SUSPENSION

The Authority may, by a written notice of suspension to the Service Provider, suspend the Contract if the Service Provider fails to perform any of its obligations under this Contract (including the carrying out of the services) provided that such notice of suspension:

- 1) Shall specify the nature of the failure and
- 2) Shall request the Service Provider to make good such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.

ARTICLE - 9: OWNERSHIP OF DATABASE AND ASSET

The ownership of database as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vested with the Authority. None of the physical facility and manpower created under this tender shall be transferred to Authority at the end of the Contract Period, except the capital expenditure made by the Authority.

ARTICLE - 10: DETAILS TO BE KEPT CONFIDENTIAL

Service Provider shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Authority. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Authority whose decision shall be final.

Service Provider or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the Authority.

ARTICLE - 11: TRANSFER OF RIGHTS

Service Provider shall not transfer the Contract to anybody except with the prior permission of the Authority.

ARTICLE - 12: IMPLEMENTATION SCHEDULE

Service Provider is required to commence operations as per scope of activities from the date of signing of Agreement/ Letter of Acceptance.

ARTICLE - 13: INSPECTION REPORT AND MONITORING

Monthly Inspection Reports are to be prepared by the Service Provider and submitted to the Authority within 6 days of the start of the next month. These Inspection Reports shall be evaluated by the Authority and at HO level and necessary changes will be suggested that the Service Provider has to incorporate at its own cost. Also, concurrent monitoring and inspection shall be done by the Authority/ GSTDREIS.

CHAPTER –V**ANNEXURES****ANNEXURE -1 - PRICE BID FORMAT**

Tender Notice No. :

To:

The Executive Director,
Gujarat State Tribal Development Residential
Educational Institutions Society (GSTDREIS),
3rd Floor, Birsa Munda Bhavan,
Sector 10-A, Gandhinagar 382010,
Gujarat

Dear Madam,

I hereby bid for _____ (name of the project) as per the Terms of Reference given in this Tender Document of the Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), a wing of the Tribal Development Department, Gandhinagar within the time specified and in accordance with the specifications and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

Sr. No.	Particulars	Price per month for Services mentioned in the tender document (inclusive of all taxes in Rupees)	Contract Value (inclusive of all taxes in Rupees) (A x 12 months*)
		A	B
1.1	Total Cost for providing complete accounting services, correspondence with Govt. departments for fundraising, supervision/ consulting services to schools in matters of accounts as per the terms and condition indicated in this Tender Document - (IN FIGURES)		
1.2	Total Cost for providing complete accounting services, correspondence with Govt. departments for fundraising, supervision/ consulting services to schools in matters of accounts as per the terms and condition indicated in this Tender Document - (IN WORDS)		

TOTAL COST IN FIGURES	
TOTAL COST IN WORDS	

*Contract Period

NOTE:

- 1) The rates indicated herein are inclusive of all taxes and are applicable for the contract period.
- 2) I have personally visited actual site locations in order to satisfy myself with the requirements of the Contract and quote my rate accordingly.
- 3) No change shall be made in future on my part for any misunderstanding or oversight of any expense/s by me.

Signature of the Bidder with Seal

ANNEXURE – 2 – PROFORMA OF GENERAL POWER OF ATTORNEY

(To signed and executed on non-judicial Stamp Paper of Rs. 10/-)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/ Smt-----S/O-----Residing
at -----

2. Sri/ Smt-----S/O-----Residing
at -----

3. Sri/ Smt-----S/O-----Residing
at -----

I/ We all the Partners/ Directors/ Board members/ trustees/ Executive council members/ Leaders of
M/Shaving its registered office at
.....hereby appoint SriS/O
.....residing at as
my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements
binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out
of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of
..... (Authority), Gandhinagar 382021 in connection with its tender No.
.....datedFordue for opening
on.....

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning
M/sand I/We hereby agree to confirm and ratify his
all and every act of this or any documents executed by my/ our said Attorney within the scope of the
authority hereby conferred on him including references of cases to arbitration and the same shall be
binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were
executed by me/ us individually or jointly.

Witness (With address)

Signature of the Partners/ Directors/ Board
Members Executives/ Trustees/ Council members

- 1)
- 2)
- 3)

Signature:

ANNEXURE - 3

FORMAT FOR PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to be in the name of the executing Bank

To:

Gujarat State Tribal Development Residential
Educational Institutions Society (GSTDREIS),
3rd Floor, Birsa Munda Bhavan,
Sector 10-A, Gandhinagar 382010,
Gujarat.

In consideration of the Gujarat State Tribal Development Residential Educational Institutions Society (GSTDREIS), a wing of the Tribal Development Department, Gandhinagar having its registered office at 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010 (hereinafter called the "Authority" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the Authority, 3rd Floor, Birsa Munda Bhavan, Sector 10-A, Gandhinagar 382010 which has been unequivocally accepted by the Vendor (refer NOTE below) work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill, for the due fulfillment by the said Vendor of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the Authority shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

1) We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and

conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 180 (One Hundred Eighty) days from the date of expiry of the contract period.

2) The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

3) It shall not be necessary for the Authority to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

4) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____ on whose behalf this guarantee is issued.

For and on behalf of (the bank)

Signature _____

Name & Designation _____

Authorisation No.

Date and Place

Bank Seal

The above guarantee is accepted by the Authority.

NOTES

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri _____ S/o _____
- 2) Shri _____ S/o _____

FOR COMPANIES

M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR TRUST

M/s. _____ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR SOCIETIES

M/s. _____ a company registered under the Societies Registration Act, 1860 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEXURE – 4 - PROFILE OF THE BIDDER

The bidder should furnish the following details:

A. Particular/ Details of the firm:

S. No.	Particulars	Supporting Documents required to be submitted along with this Form
1	Name of the Firm	
2	Address of the Firm	
a.	Head Office	Phone No: Fax No: Mobile No of Head Office In-charge:
b.	Branch Office 1,2,3.. (Particulars of each branch to be given)	Phone No: Fax No: Mobile No of Branch Office In-charge:
3	Firm Income Tax PAN No.	Attach copy of PAN card
4	Firm Service Tax Registration No.	Attach copy of Registration
5	Registration No. with ICAI	
6	No. of years of Firm existence and date of establishment of Firm	Copy of Charter document of the Firm
7	Particulars of assignment with Public Sector Undertakings and provided services related to accounts / Internal Audit work: - Detail of the Assignment - Start and Completion dates - Brief description of services provided - Team members involved - Fees for the assignment	Copy of the letter of award/ contract, documents substantiating the scope of work and the fee charged.
8	Details of FCA Partners: Provide following details: - Number of Full Time Fellow Partners associated with the firm for not less than 3 years (As per Certificate of ICAI as on 31.03.2011) - Name of each Partner - Date of becoming ACA and FCA - Date of joining the firm - Membership No. - Qualification - Experience - Whether the Partner is engaged full time or part time with the firm.	Attested copy of Certificate of ICAI as on 31.03.2011

B. Details of Qualified Staff (Chartered Accountant)

(Please provide attested copy of Certificate of ICAI as on 31.3.2011 for the qualified staff)

	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Membership No.	Relevant Experience

C. Details of Semi-qualified Staff (including Article Clerks etc.)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Membership No.	Relevant Experience
Semi Qualified Staffs:						
1						
2						
..						
Articled Clerks:						
1						
2						
..						
Others:						
1						
2						
..						

Signature of the bidder with seal

ANNEXURE – 5 – TEAM, APPROACH AND METHODOLOGY OF PROJECT PROPOSAL

A. Details of Structure & Composition of Team and Task Assignments - Deployed for Proposed Assignment

Name	Position	Educational Qualifications	Key Responsibilities or Tasks Assigned	Relevant Experience

B. Description of Approach & Work plan for performing the services of GSTDREIS as mentioned in Tender document

1. Technical Approach and methodology

The firm should explain the understanding the objectives of the assignments, approach to the services, methodology for the carrying out the activities and obtaining the expected output, and the degree of the detail of such output.

2. Work Plan

The firm should propose the main activities of the assignment, their content and duration, phasing and inter-relations. The proposed work plan should be consistent with the technical approach showing understanding of the TOR and ability to translate them in to a feasible working plan.

Signature of the bidder with seal

ANNEXURE – 6 - CHECKLIST FOR FULFILMENT OF ELIGIBILITY CRITERIA

Eligibility Criteria	Documentary Evidences to be attached	Documentary proof attached (Y/N)
3) The firm must be empanelled with C&AG and ICAI without which the application of the firm would not be considered.	Attested copy of Certificate of ICAI and C&AG as on 1.1.2009	
4) The firm must have completed contracts in the field of accounting/ Internal audit/ Statutory audit of a company/ organization for the last three years. Each Contract should be for a continuous duration of 1 year.	Works to be demonstrated by contract/ agreement/ LoA/ Work order and evidence of satisfactory work completion. (See Annexure – 4 in the Tender document)	
5) Min. Avg. Annual Turnover of the bidder in the last three years as on 31st March 2011 should be Rs. 20,00,000 (Rupees Twenty lakhs only)	Turnover statement from a Registered Chartered Accountant or audited Financial Statements.	

ANNEXURE – 7 - CHECKLIST FOR FULFILMENT OF EVALUATION CRITERIA

Sr. No.	Criteria	Documents/ Details required (to be submitted in technical bid)	Documentary proof attached (Y/N)
1	<p>d) The firm must be empanelled with C & AG and ICAI, without which the application of the firm would not be considered. -- 4 marks</p> <p>e) Firm in function for more than three years and furnishing of complete details. – 5 marks</p> <p>f) The firm must have completed contracts in the field of accounting/ Internal audit of a company/ Organisation for the last three years. Each Contract should be for a continuous duration of 1 year. -- 21 marks (7 marks for each contract, subject to a maximum of 21 marks).</p>	<p>Attested copy of certificate of ICAI and C&AG as on 1.1.2009.</p> <p>Contract/ Agreement/ LoA/ Work Order and Evidence of satisfactory work completion projects showcased.</p> <p>(See Annexure – 4 in this Tender document)</p>	
2	<p>Team, Approach and Methodology of Project Proposal</p> <p>a) Composition of the proposed team including their qualifications and experience - 10 marks</p> <p>b) Team Deployment Plan - 5 marks</p> <p>c) Description of approach, methodology and work plan for performing the services of GSTDREIS as mentioned in Tender document - 10 marks</p>	<p>Detailed Project Proposal</p> <p>(See Annexure -5 in this Tender document)</p>	
3	<p>Average annual turnover of bidder for last three years, namely, 2007-08, 2008-09 and 2009-10. – 25 marks</p>	<p>Turnover statement from a Registered Chartered Accountant / Audited Financial Statements.</p>	

ANNEXURE – 8 - LIST OF SCHOOLS

The list of schools run by Gujarat State Tribal Developmental Residential Educational Institutions Society (GSTDREIS) under Tribal Development Department in Gujarat State is listed below:

Sr. No.	District	Name of the School
1	Baroda	Girls Residential School, Khadakwada
2		Girls Residential School, Kidighoghadev
3		Girls Residential School, Maleja
4		Model School, ChhotaUdepur
5		Girls Residential School, Chhodwani
6		Girls Residential School, Mogra
7		Girls Residential School, Saidiwasan
8		Girls Residential School, Bhikapur
9		Girls Residential School, Muwada
10		Girls Residential School, Saloz
11		Model School, Pavijetpur
12		Model School, Naswadi
13		Girls Residential School, Dharsimel
14		Girls Residential School, Ghutiyaamba
15		Girls Residential School, Pisayta
16		Eklavya Model Residential School, Waghodiya
17		EMRS, Kawant
18		Model School, Kawant
19	Dahod	Girls Residential School, Mandor
20		Girls Residential School, Neemach
21		Girls Residential School, Ninamani- vav
22		Model School, Limkheda
23		Girls Residential School, Garadiya
24		Girls Residential School, Nani Khajuri
25		Girls Residential School, Fatehpura
26		Model School, Zalod
27		EMRS, Kharedi
28		Girls Residential School, Usarvan
29		Model School, Dahod
30	Valsad	Girls Residential School, Sutharpada
31		Girls Residential School, Korchand
32		EMRS, Pardi

33	EMRS Kaparda
34	Girls Residential School, Santrampur
35	Girls Residential School, Kadana
36	Model School, Santrampur
37	Girls Residential School, Ghogamba
38	EMRS, Vejalpur
39	Girls' Residential School, Jambughoda
40	Girls Residential School, Sarotra
41	Girls Residential School, Jethy
42	Girls Residential School, Gadh Mahudi
43	Girls Residential School, Ranpur amba
44	Girls Residential School, Virampur
45	Model School, Danta
46	Model School, Amirgadh
47	EMRS, Ambaji
48	Girls Residential School, Khedbrahma
49	Model School, Khedbrahma
50	EMRS, Shymalji II
51	Kherancha, Govt. Sainik School (Shymla ji)
52	EMRS, Shymalji
53	EMRS, Indu
54	EMRS, Nizar
55	Girls Residential School, Babarghat , Ucchal
56	Girls Residential School, Dedhiapada
57	EMRS, Nanded
58	Model School, Dedhiyapada
59	EMRS, Tilakwada
60	EMRS, Ahwa
61	Girls Residential School, Saputara
62	Girls Residential School, Junagadh
63	EMRS, Bardoli
64	EMRS, Bartad