

## **REOI DOCUMENT**

**Empanelment of agencies for conceptualization and implementation of  
“Innovative teaching learning solutions under – Outcomes for Accelerated  
Learning (GOAL)”**,

**School Education Excellence Program (SEEP)**

For Samagra Shiksha under the Education Department (Primary and Secondary),  
Government of Gujarat

**REOI No. GCSE-SS /WB- GOAL/2022-23/ITLS**

<b><u>Date of Publishing REOI (Online)</u></b>	<b>: 03/03/2023 1200 hrs</b>
<b><u>Date of Pre-Submission meeting</u></b>	<b>: 10/03/2023 at 1200 hrs.</b>
<b><u>Last Date &amp; Time of EOI Submission</u></b>	<b>: 17/03/2022 up to 1800 hrs.</b>

**Note:** Please address all queries and correspondence to -

**State Project Director,**  
Samagra Shiksha (Gujarat),  
Gujarat Council of School Education,  
State Project Office,  
Sector-17, Gandhinagar.  
Gujarat.  
E-mail: [estssaguj@gmail.com](mailto:estssaguj@gmail.com)

## 1. Request for Expression of Interest (REOI)

### **Empanelment of agencies for conceptualization and implementation of “Innovative teaching learning solutions under Gujarat Outcomes for Accelerated Learning (GOAL)”, School Education Excellence Program (SEEP)**

### **For Samagra Shiksha under the Education Department (primary and secondary), Government of Gujarat**

**Assignment Title:** Empanelment of agencies for conceptualization and implementation of “Innovative teaching learning solutions under the GOAL-SEEP project.”

**Reference No.:** GCSE-SS /WB- GOAL/2022-23/ITLS

1. *The Education Department, Government of Gujarat* has conceptualized the Mission Schools of Excellence program and has received multi-lateral agencies support for the same. It aims to use some part of the resources towards consulting and implementation services. The Gujarat Council of School Education - *Samagra Shiksha* (GCSE-SS) is an implementing agency of the Project.
2. The “Services” with respect to this REOI refer to conceptualization, development and implementation, monitoring and evaluation of innovative, non-traditional approaches to delivering and augmenting learning for school students of grades 1-10.
3. The Gujarat Council of School Education - *Samagra Shiksha* now invites eligible firms/ organizations (hereinafter referred as “Agencies”) to indicate their interest in providing the services. Interested agencies should provide information demonstrating that they have the required qualifications and relevant experience to provide the Services. The selection criteria are:
  - a. Experience in similar areas;
  - b. Financial Soundness of the agencies(s) and
  - c. Staffing and logistics of the Firm(s) / Organization(s).

While indicating information relating to (b), it shall be made clear whether responsibility of the firm was in the capacity of a principal firm (lead partner) or as an associated firm (subagency/JV partner) with detail scope of the service.

4. The attention of interested agencies is drawn to paragraphs 3.14, 3.16, and 3.17 of the “World Bank Procurement Regulations, 2016” for IPF Borrowers (Revised November 2020), setting forth the World Bank’s policy on conflict of interest.
5. Agencies may associate with other firms in the form of a joint venture or a sub-consultancy to enhance their qualifications. In the case of an association, all members of such “association” should have real and well-defined inputs to the assignment and the total number of firms including their associates shall be maximum of 4 (4). In case of association in the form of sub-consultancy, the experience of sub-agency shall not be considered in evaluation.
6. Queries may be emailed at “estssaguj@gmail.com”, with the subject line – “**Query\_ITLS\_GOAL-SEEP\_<Name of the Firm>**”.
7. Agencies who wish to participate in this EOI will have to register on [www.nprocure.com](http://www.nprocure.com) using their Digital Signature Certificate being issued as per Information Technology Act 2000 using which they can sign their electronic submissions. Agencies can procure the same from (n)Code Solutions – a division of GNFC Ltd., or any other agency or licensed Certifying Authority by Controller of Certifying Authority, Govt. of India. Agencies who already have a valid Digital Certificate need not procure a new Digital Certificate.
8. EOI are requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines.
  - a. Agencies shall submit their EOI on <https://www.nprocure.com>
  - b. EOIs complete in all respects should be uploaded on or before the EOI DUE DATE.
  - c. Services offered should be strictly as per requirements mentioned in this REOI document. Please spell out any unavoidable deviations Clause/Article-wise in your EOI under the heading Deviations.
  - d. After due date, the agencies will not be able to make any subsequent changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the EOI, even if any deviation or exclusion may be specifically stated in the REOI. However, Government of Gujarat reserves the right to seek clarifications and additional information.
  - e. Agencies shall submit their EOI valid for 180 days.

**9. Important Dates and Schedule**

No.	Particulars	Remarks
1	REOI No.	<b>GCSE-SS /WB- GOAL/2022-23/ITLS</b>
2	Pre-submission Meeting	<b>10/03/2023, 1200 hrs. Venue: Conference Room, Office of State Project Director, Samagra Shiksha, Sector-17, Gandhinagar. (Meeting may also be attended online. Link for online meeting shall be uploaded on <a href="http://www.nprocure.com">www.nprocure.com</a> one day prior to the</b>

		<b>meeting.</b>
3	Last date and time of submission <b>(Online)</b>	<b>17/03/2023 up to 1800 hrs.</b>
4	Address for Communication	Secretary - Samagra Shiksha, Gujarat Council of School Education State Project Office, Sector-17, Gandhinagar, Gujarat - 382010 Email: <a href="mailto:estssaguj@gmail.com">estssaguj@gmail.com</a>

10. The REOI comprises of the following sections uploaded as part of EOI Documents.

<b>Section: 1</b>	<b>REOI Introduction &amp; Important Dates</b>
<b>Section: 2</b>	<b>Background</b>
<b>Section: 3</b>	<b>Innovative Teaching Learning Solutions (ITLS)</b>
<b>Section: 4</b>	<b>Prequalification Criteria</b>
<b>Section: 5</b>	<b>Scope of Work</b>
<b>Section: 6</b>	<b>Terms and Conditions</b>
<b>Section: 9 – Forms</b>	<ol style="list-style-type: none"> <li>1. Covering Letter</li> <li>2. Format for Technical Proposal</li> <li>3. Resource CV Format</li> <li>4. Undertaking on Fraud and Corruption</li> <li>5. Declaration-cum-Indemnity Bond</li> <li>6. General Information of Agency</li> <li>7. Performa of Compliance letter / Authenticity of Information Provided</li> <li>8. Agency Organization Details</li> </ol>

## 2. Background

Gujarat has always been a state striving to improve the educational level of the students in the state by implementing new educational reforms in the field of school education. While the state of Gujarat has achieved almost universal enrolment, drop-out rates have also shown a significant decline. But educational quality cannot be achieved only by ensuring admission and retention of students in school. Series of initiatives have been implemented by the State Government in last few years to improve the quality of education with the objective of ensuring learning of every child after ensuring schooling. Many of these reforms have also been incorporated in the New National Education Policy. Due to advance planning and implementation, Gujarat is at the forefront of many important reforms proposed in the New National Education Policy.

The state is constantly taking steps to implement the New National Education Policy and implementing it in the near future.

It is felt that to provide quality education and learning opportunities for school students, there is a need to explore innovative approaches to teaching and learning. Such approaches and solutions need to be conceptualized, developed and implemented, and their impact monitored and evaluated.

## 3. Innovative Teaching Learning Solutions (ITLS) Overview

Innovative Teaching Learning Solutions (ITLS) may come in different forms but would all have some common characteristics as below:

1. They expand the learning space beyond the school's class room;
2. They would make learning engaging and interesting;
3. They would augment classroom learning and contribute to better achievements by students on learning outcomes;
4. They will engage more senses of the students and will cater to varied learning styles including visual, listening, doing, reading, writing, speaking, social contextualizing, logical thinking, reflecting etc.
5. They enhance understanding beyond a rote learning level to conceptual understanding and application in real world setting;
6. They move learning beyond one discipline and subject to multi-disciplines and subjects; and
7. They make learning longer lasting and deeper and raise desire to learn further.

ITLS may include innovative, non-traditional and out-of-the-box approaches to delivering and augmenting learning for school students of grades 1-10.

Solutions could include cartoon strips, comics, serials and films, documentaries, crosswords, learning games, jingles & songs, and many more similar or other solutions implemented both in digital, physical, hybrid and other ways.

These solutions need to be aligned to grades and subjects and learning outcomes but they may as well be inter-disciplinary (inter-subject) or multi-disciplinary (multi-subject) or project or concept based. They could cover subjects like Gujarati, English, Hindi, Science, Social Science and Mathematics but could also include areas like Vocational skills, Life skills, 21<sup>st</sup> century skills, Socio-emotional learning, Indian Knowledge System etc.

To meet the above requirement, GCSE-SS invites EOI from agencies working in areas relevant to the above requirements.

#### 4. Prequalification Criteria:

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1	<b>Legal Entity</b>	Applicants/ Agencies eligible for participating in the Assignment should be a Business Entity. Business Entity shall mean a company registered in India under the Companies Act 1956, or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008. The agency/ company / firm must have more than 5 years of existence in India.	Certificate of incorporation and Registration Certificates Including Service Tax Registration and PAN No. of the Firm
2	<b>Agency Turnover</b>	The agency must have a minimum average annual turnover from operations of INR 10 Crore from Indian operations during last 5 Financial Years	Audited Balance sheet, Profit & Loss Account along with the Certificate from the statutory auditor
3	<b>Capacity of the business firms</b>	The agency/s must have at least 25 full time professionals on its rolls as on 31st March 2022 in India.	Certificate duly attested by appropriate authority / HR Department
4	<b>Applicant's Experience</b>	Agency must have executed (or executing) at-least 5 projects in education / skill development/ innovative learning solutions/ children learning-focused films or documentaries or games or comics or cartoon series for any Govt./ multi-lateral agency/ educational institution of minimum value of INR 1 Cr each value each in last 5 years alternately their turnover from such activities in last 5 years should be 5 Crores or more	The applicant is required to submit proof of engagement such as Work Order/ Engagement Letter/ Contract Agreement / Master Service Agreement and Client Satisfactory Work certificate / Completion Certificate from the client / Self-certificate signed by the Authorised Signatory in whose name the Power of Attorney / Board Resolution has been issued
5	Authorized Representative from Lead Agency	A Power of Attorney / Board Resolution in the name of the person signing the EOI.	Original Power of Attorney / Board Resolution Copy

## 5. Scope of Work

The following is an outline of the services required to be provided, in coordination with the Education Department by the agencies which will be selected from among the empaneled agencies:

S. No.	Module	Objectives and activities	Deliverables
1	Conceptualization and design of ITLS	<ol style="list-style-type: none"> <li>1. Study &amp; analysis of existing context and learning solutions</li> <li>2. Study of ITLS in India and other comparable countries</li> <li>3. Study of solutions which could be deployed for education</li> <li>4. Contribution to creation of learning strategy for students</li> <li>5. Design ITLS</li> </ol>	<ol style="list-style-type: none"> <li>1. State's Innovative teaching-learning strategy</li> <li>2. ITLS designs</li> <li>3. Implementation Plan</li> </ol>
2	Development of solutions	<ol style="list-style-type: none"> <li>1. Develop the ITLS designs in terms of subject, grade, LO/ concept/ project alignment, duration, assessment monitoring and evaluation</li> <li>2. Appropriateness check and stakeholder review</li> <li>3. Approval by Education Department</li> <li>4. Testing/ Pilot on a small group</li> <li>5. Modifications if any</li> <li>6. Design monitoring and evaluation methodology</li> </ol>	<ol style="list-style-type: none"> <li>1. Developed ITL solutions</li> </ol>
3	Implementation of solutions for school students	<ol style="list-style-type: none"> <li>1. Training of department officers, lecturer, principals and teachers</li> <li>2. Implementation in a phased manner</li> <li>3. Creating a support mechanism for teachers</li> </ol>	<ol style="list-style-type: none"> <li>1. ITLS Implemented</li> </ol>
4	Monitoring and evaluation of impact created by the solutions	<ol style="list-style-type: none"> <li>1. Design and development of monitoring &amp; tracking framework</li> <li>2. Preparation of ITLS dashboard</li> </ol>	<ol style="list-style-type: none"> <li>1. ITLS analytics and impact measured</li> </ol>

The agency empaneled through this REOI is expected to support all the design and implementation activities related to ITLS design and implementation. The agency is expected to work closely with the Education Department, including GCERT, GSHSEB, DIETS and partners onboarded or to be onboarded by

the Department of Education, Government of Gujarat to achieve the objectives of improving teaching learning processes and effectiveness. The agency will anchor department’s mission to achieve the goal of delivering student learning outcomes by aligning with the stakeholders involved.

## Team Staffing (Indicative)

The team will submit profile of following key persons:

1. Project Lead
2. Team Leader -Design
3. Team Leader- Implementation
4. Team Leader -M&E

The team will be supported by 8-10 team members.

Following is a brief description of the minimum requirements for these resources along with their requirement for their engagement:

S. No.	Designation	Nos	Minimum Qualifications	Relevant Experience	Skills/ Competencies
1	Project Lead	1	Post-Graduation	10+ years	Project management, Education sector Experience in teaching-learning / program development
2	Team Leaders*	3	Graduation	5+ years	Project management, Experience in developing and implementing teaching-learning through innovative methods
3	Team Members*	8-10	Graduation	2+ years	Experience in developing and implementing teaching-learning through innovative methods

\* Each Team Leader/ member must have experience of working in any one of the areas from cartoon strips, comics, serials and films, documentaries, crosswords, learning games, jingles & songs or similar other areas/ methods that can be applied to education and teaching.

## 6. Terms and Conditions

### 6.1 COST OF Submitting EOI

- Agencies shall bear all costs associated with the preparation and submission of the EOIs and GCSE-SS will in no case be responsible for such costs, regardless of the conduct or outcome of the

EOI process.

## 6.2 REOI DOCUMENTS

Agencies can download the REOI document and further amendment if any, free from <https://www.ssagujarat.org/> and <https://www.nprocure.com> and also upload same on <https://www.nprocure.com> on or before due date of the submission. Agencies are expected to examine all instructions, forms, terms, and specifications in the REOI documents. Failure to furnish all information required or EOI not substantially responsive to the REOI documents in all respect may result in the rejection of the EOI.

## 6.3 CONSORTIUM CLAUSE

- Agencies may associate with other firms in the form of a joint venture or a sub-consultancy to enhance their qualifications. In the case of an association, all members of such “association” should have real and well-defined inputs to the assignment and the total number of firms including their associates shall be maximum of **four (4)**. In case of association in the form of sub-consultancy, the experience of sub-agency shall not be considered in evaluation.

## 6.4 CLARIFICATION ON REOI DOCUMENTS

- Agencies can seek written clarifications on or before pre-submission meeting to “State Project Director, Samagra Shiksha (Gujarat), Gujarat Council of School Education, State Project Office, Sector-17, Gandhinagar, Gujarat”. GCSE-SS will clarify & issue amendments, if any, to all the agencies in the pre-submission meeting. No further clarification whatsoever will be entertained after the pre- submission meeting date.

## 6.5 AMENDMENT OF REOI DOCUMENTS

- At any time prior to the deadline for submission of EOI, GCSE-SS, for any reason, whether at its own initiative or in response to the clarifications requested by prospective agencies may modify the REOI documents by amendment & put on website.
- All prospective agencies are requested to browse our website & any amendments / corrigendum / modification will be notified on our website only and such modification will be binding on them. Agencies are also requested to browse the website of GCSE-SS i.e. <https://www.ssagujarat.org/> and <https://www.nprocure.com> for further amendments if any.
- In order to allow prospective agencies reasonable time to take the amendment in to account in preparing their EOI, GCSE-SS, at its discretion, may extend the deadline for the submission of EOIs.

## 6.6 LANGUAGE OF EOI

The EOIs prepared by the agencies, as well as all correspondence and documents relating to the EOI shall be in English. Supporting documents and printed literature furnished by the agency 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 EOI, the translation shall govern.

## 6.7 SECTIONS COMPRISING THE EOIS

- **Technical Section:**  
In this section, EOI letter form and Clause-by-Clause Compliance Statement as per forms/format, understanding & compliance to Scope of Work along with detailed approach & methodology, work plan, CVs of the mentioned personnel need to be uploaded.

#### 6.8 EOI FORMS

- Wherever a specific form is prescribed in the REOI document, the agency 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. Failing to submit the information in the prescribed format, the EOI is liable for rejection.
- For all other cases, the agency shall design a form to hold the required information.
- GCSE-SS shall not be bound by any printed conditions or provisions in the agency's EOI Forms.

#### 6.9 FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes practice among Agencies (prior to or after EOI submission) to deprive the GCSE-SS of the benefits of free and open competition.
- "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 Contract execution.
- GCSE-SS will reject a EOI if it determines that the agency shortlisted for empanelment has engaged in corrupt or fraudulent practices in submitted their EOI.
- The World Bank requires compliance with the Bank's Anti- Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in the relevant Annexure Form in this REOI.

#### 6.10 LACK OF INFORMATION TO AGENCIES

- The agency shall be deemed to have carefully examined all REOI documents to their entire satisfaction. Any lack of information shall not in any way relieve the Agency of his responsibility to fulfil their obligation under the empanelment.

#### 6.11 PRICE QUOTE

- No prices are to be quoted in the EOI.

#### 6.12 PERIOD OF VALIDITY OF EOIs

- EOIs shall remain valid for **180 days** from the last date of EOI submission.
- A EOI valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, GCSE-SS may solicit agency's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### 6.13 MODIFICATION AND WITHDRAWAL OF EOI

- The agency may modify or withdraw its EOI before the due date of EOI submission.

- No EOI may be modified after the deadline for submission of EOIs.

#### **6.14 OPENING OF EOIs**

- EOIs will be opened in the presence of agency's representatives, who choose to attend.
- The agency's names, EOI modifications or withdrawals and other details as the GCSE-SS officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Immediately after the closing time, the GCSE-SS contact person shall open the Un-priced EOIs and list them for further evaluation.

#### **6.15 CONTACTING GCSE-SS**

- Agencies shall not approach GCSE-SS officers outside of office hours and/ or outside GCSE-SS office premises, from the time of the EOI opening till the time of empanelment listing.
- Any effort by any agencies to influence GCSE-SS officers in the decisions on EOI evaluation may result in rejection of the agency's offer. If the agency wishes to bring additional information to the notice of the GCSE-SS, it should do so in writing.

#### **6.16 REJECTION OF EOIs**

- GCSE-SS reserves the right to reject any EOI, and to annul the empanelment process and reject all EOIs at any time prior to empanelment, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for such decision.

#### **6.17 FORCE MAJEURE**

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any agency shall constitute Force Majeure with respect to the agency. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The agency shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- **Force Majeure Events**

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following

events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
  - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - b. Explosion or chemical contamination (other than resulting from an act of war);
  - c. Epidemic such as plague, Covid;
  - d. Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
  - a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
  - b. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
  - c. Any event or circumstance of a nature analogous to any of the foregoing.
- FORCE MAJEURE EXCLUSIONS  
Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
  - a. Unavailability, late delivery
  - b. Delay in the performance of any contractor, sub-contractors or their agents;
- PROCEDURE FOR CALLING FORCE MAJEURE  
The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

## 9.1 Covering Letter

*(To be submitted on the Agency letterhead)*

<<Insert Date and location>>

Reference No:

To,  
State Project Director,  
Samagra Shiksha (Gujarat),  
Gujarat Council of School Education,  
State Project Office, Sector-17, Gandhinagar.  
Gujarat.

Dear Madam/Sir,

**Sub:** Submission of EOI in response to REOI for <REOI title> and <REOI No.>

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for EOI (REOI) < No.> dated *[Insert Date]* and our EOI. “We are hereby submitting our EOI, as specified in REOI document”.

*{If the Agency is a joint venture, insert the following}:*

We are submitting our EOI in a joint venture with: *{Insert a list with full name and the legal address of each member and indicate the lead member}*. We have attached a copy *{insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Agency’s Proposal includes Sub-agencies, insert the following: We are submitting our Proposal with the following firms as Sub-agencies: *{Insert a list with full name and address of each Sub-agency.}*

We hereby declare that:

- a) All the information and statements made in this EOI are true and we accept that any misinterpretation or misrepresentation contained in this EOI may lead to our disqualification by the Client and/or may be sanctioned by World Bank.
- b) Our EOI shall be valid and remain binding upon us until [insert day, month and year in accordance with EOI Validity Period].
- c) We have no conflict of interest in accordance with the REOI <No.> terms.
- d) We meet the eligibility requirements as stated in REOI <No.>, and we confirm our understanding

of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per REOI <No.> Terms.

- e) We, along with any of our sub-agencies, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Government of India, Government of Gujarat or World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- f) In competing for (and, if the award is made to us after empanelment, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- g) Our EOI is binding upon us.

We understand that the Client is not bound to accept any EOI that the Client receives.

We remain, Yours sincerely,

Signature (of Agency's authorized representative) {In full and initials}:

Full name: *{insert full name of authorized representative}*

Title: *{insert title/position of authorized representative}*

Name of Agency (company's name or JV's name):

Capacity: *{insert the person's capacity to sign for the Agency}*

Address: *{insert the authorized representative's address}*

Phone/fax: *{insert the authorized representative's phone and fax number, if applicable}*

Email: *{insert the authorized representative's email address}*

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## 9.2 Format for EOI's Technical Proposal

### 1. Agency's Organization and Experience

A brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Agency's Key personnel and Sub-agencies who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Agency), and the Agency's role/involvement.

#### A - Agency's Organization

1. Provide here a brief description of the background and organization of your company, *{and – in case of a joint venture – of each member}* for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. {If required, the successful Agency shall provide additional information on beneficial ownership}.

#### B - Agency's Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Agency was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Agency's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Agency, or that of the Agency's partners or sub-agencies, but can be claimed by the Experts themselves in their CVs. The Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

Duration	Assignment name / & brief description of main deliverables / outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of ": designed master plan for...; }	{e.g., Ministry of ....., country}		{e.g., Lead partner or a JV A&B&C}

### 2. Technical Approach and Methodology

Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.

**3. Work Plan**

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

**4. Organization and Staffing**

Please describe the structure and composition of your team, including the list and deployment plan of the team members.

### 9.3 Resource CV Format

<<Insert Date and location>>

REOI Reference No:

1.	<b>Name</b>			
2.	<b>Position:</b>			
3.	<b>Date of Birth</b>			
4.	<b>Education:</b>			
<b>5. Employment Record</b>	<b>From</b>	<b>To</b>	<b>Company</b>	<b>Position Held</b>
<b>6. Brief Profile</b>				
<b>7. Countries of Work Experience</b>				
<b>8. Languages</b>				
<b>9. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned</b>				
<b>Nature of Work:</b> <b>Year:</b> <b>Location:</b> <b>Company:</b> <b>Position Held:</b> <b>Activities Performed</b> <p style="text-align: center;"><i>(Add more rows if required)</i></p>				
<b>Certification</b>  <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I shall be available for the entire duration of the contract.</p> <p>_____ Date: _____  Signature of staff member      Day/Month/Year</p>				

## 9.4 Undertaking on Fraud and Corruption

*(To be submitted on the Agency letterhead)*

<<Insert Date and location>>

REOI Reference No:

To,  
State Project Director,  
Samagra Shiksha (Gujarat),  
Gujarat Council of School Education,  
State Project Office, Sector-17, Gandhinagar.  
Gujarat.

Dear Madam/Sir,

**Sub:** Submission of EOI in response to REOI for <REOI title> and <REOI No.>

### 1. Purpose

1.1. The World Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1. The Bank requires that Borrowers (including beneficiaries of Bank financing); agencies (applicants/proposers), agencies, contractors and suppliers; any sub-contractors, sub-agencies, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2. To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a

Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2.e below.
  
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-agencies, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, agency, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in request for EOI documents and in contracts financed by a Bank loan, requiring (i) agencies (applicants/proposers), agencies, contractors, and suppliers, and their sub-contractors, sub-agencies, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and REOI, either directly or as a nominated sub-contractor, nominated agency, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated agency, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular REOI document) is one which has been: (i) included by the agency in its pre-qualification application or EOI because it brings specific and critical experience and know-how that

- allow the agency to meet the qualification requirements for the particular EOI; or (ii) appointed by the Borrower.
- <sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Agency:

Address:

## 9.5 Declaration-cum-Indemnity Bond

Date: dd/mm/yyyy

I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking or by World Bank..

I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.

I further declared that if, I am allotted the work and I fail to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, SSA is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

I also declare that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.

I Indemnify SPD – SSA and the other officers of SSA or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the SSA, Government of Gujarat.

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Agency:

Address:

Identified by me

Before me

## 9.6 General Information of Agency

**Ref.:** <REOI Title>. <REOI No.>

Sr. No	Particulars	Details to be furnished	
1.	Details of Agency		
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 ( <i>please attach proof</i> )		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding Agency		
a)	Status of Agency ( <i>Public Ltd. / Pvt. Ltd etc.</i> )		
b)	No. of years of operation in India		
c)	Details of Registration ( <i>Ref e.g. ROC Ref #</i> )	Date	
		Ref #	
d)	No. of resources/ staff in India		
e)	Locations and addresses of offices (in India and overseas)		

## 9.7 Performa of Compliance letter / Authenticity of Information Provided

(Shall be submitted as scanned copy on Agency's letterhead duly signed by Authorized signatory)

Date:

**To,**

State Project Director,  
Samagra Shiksha (Gujarat),  
Gujarat Council of School Education,  
State Project Office,  
Sector-17, Gandhinagar.  
Gujarat.

**Sub: Compliance with the REOI terms and conditions, scope of work & specifications**

**Ref.:** <REOI Title> and <REOI No.>

Dear Sir,

With reference to above referred REOI, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the agency>>.

We wish to inform you that we have read and understood the scope of services / technical specification and total requirement of the above-mentioned REOI submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our quoted / proposed resources / items meet or exceed the requirement and are absolutely compliant with specifications / scope of services / qualification & skillsets mentioned in the REOI document.

We also explicitly understand that all proposed / quoted items meet technical specification / requirements of the REOI & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any REOI terms and conditions or deviation from REOI specification other than already specified as mentioned above, the decision of GCSE-SS Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted EOI is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our EOI at any stage. In this event, GCSE-SS reserves the right to take legal action on us.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ YYYY

Signature: \_\_\_\_\_

(In the Capacity of) : \_\_\_\_\_

Duly authorized to sign the EOI for and on behalf of

\_\_\_\_\_

**Note: This form should be signed by authorized signatory of agency**

## 9.8 Agency's Organization Details

### A – Agency's Organization

[Provide here separate brief (two pages) description of the Lead Partner as well as JV Partner organization, business activities and profile of your firm/entity proposed for this assignment.]

1	Name and Address of the Organization:		
2	Telephone No.:	Fax No :	Website:
3	Contact Person and E-mail ID:		
4	Year of Establishment:		
5	Worldwide presence through its branch offices, group companies or associates (Mention details Separately)		

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address: