

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT (DFID)

**Khyber Pakhtunkhwa Education Sector Programme (KESP)
Technical Assistance**

1. Introduction

- 1.1 These Terms of Reference (ToRs) outline DFID's 4 year (2016–2020) programme of technical assistance to the Elementary and Secondary Education Department (Ministry of Education) of the Government of Khyber Pakhtunkhwa, Pakistan, under the Khyber Pakhtunkhwa Education Sector Programme (KESP). The value range of the contract is £14m - £18m. A separate evaluation contract will be procured for this programme.
- 1.2 Khyber Pakhtunkhwa's (KP) education indicators are among the poorest in Pakistan, a country which accounts for more than one in ten of the worlds out of school children. Around half of the total 17 million population in KP are illiterate (65% women and 28% men). There are currently 3 million children out of school of which 75% are girls.
- 1.3 The Khyber Pakhtunkhwa Education Sector Programme (KESP) supports the Government of Khyber Pakhtunkhwa (GoKP) to deliver equitable access to better quality education across the whole province. Through sector budget support (SBS) and technical assistance (TA) KESP aims to support more children to stay in school for longer while learning more.
- 1.4 KESP is structured around three components and the total value is £283.2 million. Through a Development Partnership Agreement with the Department for International Development (DFID), Australia is also contributing up to £41.3 million.
- i. A sector budget support (SBS) component provides funds to the GoKP on the basis of progress against the Education Sector Plan (ESP) (2015-2020) and Joint Review Framework (JRF). (Up to £181.2 million (DFID) and £21.3 million (Australia)).
 - ii. TA to the GoKP to support delivery of the ESP and JRF. (£42 million (DFID)).
 - iii. A school infrastructure component upgrades facilities in existing public schools to ensure they are fit for purpose. This is managed through TA provided by IMC. (Up to £60 million (DFID) and £20 million (Australia)).

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- 1.5 KESP was initially designed as a four year programme (June 2012 - October 2016) with an overall budget of £203.5million. The programme has recently received an extension to July 2020 with an additional budget of £79.7 million bringing the total value of KESP to £283.3 million.
- 1.6 The current KESP TA contract is ending on 30 September 2016. Now that the programme has been extended till 2020, a second phase of TA is being procured reflecting the changing needs of the programme. The current call for TA assistance will cover the period from 01 August 2016 to 31 July 2020. This will include an initial two month inception phase from 01 August to 30 September 2016.
- 1.7 A radical refresh of KESP took place in March 2014. This set a new direction of travel and positive trajectory for the programme. The most recent Annual Reviews in February and August 2015 both gave KESP an 'A' and recognised the programme has made significant progress and is at a stage where capacity is now in place and beginning to deliver. The two most recent Annual Reviews of the programme also recommended an extension to compensate for the slow start and build on the recent success of a programme that has responded well to special measures, has momentum to deliver and serious political buy-in to reform¹. Progress to date has focused on strengthening institutions at the provincial level to enable them to provide the leadership and management necessary for reform.
- 1.8 KESP presents a window of opportunity to work with a reform minded government who are prioritising education and demonstrate their commitment through increasing their budgetary allocations to education and also execution. Looking ahead, the Elementary and Secondary Education Department's (E&SED) priority is to support districts to deliver better services and increase accountability to improve the quality of education.
- 1.9 The GoKP's long term vision for education reform is outlined in its five year ESP (July 2015 to June 2020). This is the first of three five year plans to deliver comprehensive education reforms by 2030. The ESP identifies ten broad policy priorities which have been grouped under four key policy areas including: (1) More effective teachers; (2) Better schools and facilities; (3) Equitable access to education; and (4) Good governance and management. KESP is designed to support the GoKP deliver the ESP.
- 1.10 Because of security restrictions, travel to Peshawar is limited for DFID staff and much of the Province remains inaccessible. Therefore the TA team plays a critical role in working on a day to day basis with the GoKP, engaging on policy issues and monitoring DFID funds.

¹ A further Annual Review (six months after the February Annual Review) is in the process of being finalised and will be made available via the DFID portal or accessed via the DFID Development Tracker.

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2. Objectives

- 2.1 The primary objectives of this technical assistance are to:
- i. Provide comprehensive, flexible and high quality technical support to the GoKP to deliver the ESP, the underpinning JRF and their priorities for transforming education service delivery in KP.
 - ii. Improve and enhance capacity and transfer useful knowledge, skills and practices to E&SED to build their capacity and improve the quality of education services and delivery.
 - iii. Support and influence policy change and work towards ensuring forms are institutionalized and therefore sustainable.

3. Recipients

- 3.1 The primary recipient of the TA is the GoKP, specifically E&SED and any associated institutions/government bodies. This includes but is not limited to: the provincial Directorate and District Education Offices; Independent Monitoring Unit (IMU), Elementary Education Foundation (EEF), Provincial Institute of Teacher Education (PITE), Department of Curriculum and Teacher Education (DCTE) and Provincial Education Assessment Centre (PEAC).
- 3.2 The secondary recipient will be the children, parents, teachers, policy makers, opinion leaders and development partners.

4. Scope

- 4.1 The supplier should undertake the work primarily based in Peshawar, the provincial headquarters of the Government of Khyber Pakhtunkhwa. The supplier should also be prepared to travel to and work in other districts across Khyber Pakhtunkhwa. The supplier will need to work with a range of Government and development partner counterparts.
- 4.2 The supplier will:
- 4.2.1 Provide support in strategic and operational planning and budgeting, identifying areas of the ESP where TA should be focused and concentrate a corresponding high level of quality and expertise in the TA team.
 - 4.2.2 Provide thought leadership and advice to E&SED on key policy areas. The TA will be expected to draw on country, regional and global experience of what works best in education reform in similar contexts to provide contextually appropriate, relevant and realistic proposals for education reform.

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- 4.2.3 Support policy analysis and the use of research and evidence in policy formulation, planning and management. Support E&SED to implement reform proposals and policy changes.
- 4.2.4 Support the collection, analysis and use of relevant education data at the provincial and district levels to support policy formulation, planning and management. Support E&SED to interpret this to inform policy dialogue, as well as monitoring and evaluation.
- 4.2.5 Support quality improvements in teaching and learning. The TA team needs to be equipped with sufficient capacity on teaching and learning to help E&SED achieve a greater focus on student learning and assessment, improving teaching and learning, and continuous professional development for teachers.
- 4.2.6 Ensure a focus on girls education (access and retention) and the need to address the specific barriers and challenges in the KP context. This will include gender disaggregated information.
- 4.2.7 Work with E&SED to transfer skills and build capacity. This would include but not be limited to: planning; budgeting and financial management; information/knowledge management; human resource management; monitoring and evaluation, communications; and the effective use of information technology.
- 4.2.8 Support E&SED in monitoring and evaluation. This includes the ability to analyse the effectiveness of various interventions undertaken by the Department, and provide relevant advice to the GoKP. Effective monitoring should help improve accountability mechanisms to make the Government, and E&SED in particular, more responsive. Evaluation should help in lesson learning and improving the quality of service delivery.
- 4.2.9 Support and strengthen internal and external communications and coordination by E&SED.
- 4.2.10 Support the implementation of other components of KESP such as the infrastructure component and evaluation. Work with other programmes operating under the overarching DFID education portfolio in particular the Alif Ailaan campaign and IIm Ideas II programmes.
- 4.2.11 Review and update relevant KESP documents including the log frame, ESP JRF, M&E Framework and work plans, in order to ensure alignment between them as well as relevance to the context.

5. Expected outputs

5.1 During the inception phase the supplier is expected to:

- 5.1.1 Within the inception phase – present progress on work planning and other inception phase activities ahead of completion of inception report to allow DFID to provide input and feedback.
- 5.1.2 By the end of the inception phase - produce a final inception report, work plan and presentation to DFID including an assessment of the progress of the programme and activities to be taken forward in the implementation phase. This will include a detailed forward work plan no longer than 1 year and a high level indicative work plan for the remaining programme timeframe.
- 5.1.3 DFID will provide a log frame for the programme. However the supplier should consider updating the log frame if necessary, reflecting the changing needs of the programme. By the end of the inception phase the supplier should also identify specific outcomes and outputs for the technical assistance component. Finally the supplier should also develop a programme monitoring mechanism and an approach to programme monitoring during the inception phase. This will be reviewed and agreed and accepted by DFID at the end of the inception phase.
- 5.1.4 Inception milestones/Key Performance Indicators are outlined below:
 - a. High quality inception report submitted to DFID by agreed deadline and approved by SRO containing a detailed 1 year work-plan, budget forecast and KPI's for the first year of implementation.
 - b. All Positions recruited to a satisfactory quality approved by SRO

5.2 During the implementation phase of the programme, the supplier is expected to deliver:

- 5.2.1 An annual costed ESP work plan along with detailed quarterly implementation plans developed in consultation with DFID and E&SED
- 5.2.2 Timely and effective support to E&SED to deliver ESP priorities and JRF milestones.
- 5.2.3 Changes in procedures and ways of working within E&SED leading to more efficient ways of doing things.

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- 5.2.4 A comprehensive set of reform proposals for improving the quality of education services in KP with a focus on student learning and assessment, improving teaching and learning materials, and continuous professional development for teachers.
- 5.2.5 Studies, evaluations, lesson learning workshops to reflect that reform initiatives are being implemented, assessed, evaluated and reviewed or revised based on lessons learnt.
- 5.2.6 Monthly progress reports, quarterly technical reports (subject to agreement in inception phase of exact nature of monthly and quarterly reports), annual reports, budget execution reports.
- 5.2.7 Support and facilitation for meetings, for example, KESP Annual Reviews, Quarterly Steering Committee (QSC) meetings, provincial education donor coordination meetings etc.
- 5.2.8 Data analysis products to highlight key education issues within KP and help inform decision making.
- 5.2.9 Communication products to share KESP's goal, objectives and results with a provincial, national and international audience
- 5.3 Continuous monitoring of the programme should be undertaken by the supplier through a monitoring component. This should allow more effective iterative management of the programme, by confirming which approaches are working and allowing for adaptation of activities to achieve outputs and outcomes.

6. Key Working Principles

The supplier will:

- 6.1 Ensure a good mix of international and local staff with a strong track record of working on education reform in Pakistan together with an understanding of the KP political, cultural context and challenges.
- 6.2 Support and work under the guidance of E&SED and DFID to ensure the effective delivery of education sector reforms in KP. This will include constructive challenge when necessary and proposing alternative ways of delivery.
- 6.3 Ensure that TA is embedded within and working closely with E&SED, providing support to them and associated departments/institutions to enable on the job learning for relevant government counterparts. The

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TA team will need to be predominately based in Peshawar and prepared to work in all districts of KP.

- 6.4 Support E&SED and other relevant counterparts at both strategic and operational levels, achieving the right balance in the type of TA support provided at various levels.
- 6.5 Maintain the balance between supporting E&SED and building their capacity - but not substituting for the Department.
- 6.6 Build networks with other relevant actors to ensure support, provide complementarity, and improved coordination. This will include the other SBS donors including Australia and the European Union.
- 6.7 Coordinate and support fully other technical assistance requirements under KESP such as TPVs, audits and external evaluations.

7. Constraints and Dependencies

- 7.1 This programme will be mainly based in Peshawar. Trips to other districts across KP and to other parts of the country may be necessary. The supplier will take responsibility for duty of care for its personnel in Pakistan.
- 7.2 The supplier must complete the requirements and outputs and deliverables that the Inception Plan identifies by the end of September 2016. Any amendment to the programme outputs or timeframes must be discussed and agreed with DFID.
- 7.3 Operating in the volatile and insecure environment of KP requires a high degree of conflict sensitivity. This means managing security risks for programme staff and partners. Moreover, this means that the programme needs to make sure it does no harm.

8. Reporting

- 8.1 The supplier will report to the KESP Senior Responsible Owner/KESP Education Adviser on technical as well as strategic programme management issues.
- 8.2 The supplier will work closely with the KESP Programme Manager and report to the Programme Manager on contract/ compliance requirements and finances.
- 8.3 The supplier will submit annual work plans and budget forecasts, which will be updated quarterly. Reports will be discussed with and approved by DFID and any follow up actions/ recommendations will be taken forward by the supplier.

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8.4 Work planning and forecasting schedules:

8.4.1 An annual work plan (including KPIs) by August every year

8.4.2 An updated quarterly work plan and budget forecast by the 15th of the last month of the previous quarter

8.5 The supplier will submit monthly narrative and financial reports and forecasts, quarterly technical reports (subject to agreement in inception phase of exact nature of monthly and quarterly reports), and annual progress reports against agreed costed work plans. Reports will be discussed with and approved by DFID and any follow up actions/recommendations will be taken forward by the supplier.

8.6 Narrative and financial reporting schedules:

8.6.1 Monthly narrative and financial reports aim to be delivered by the 15th of the following month, with monthly narrative reports prioritised over invoice and then forecast if necessary (to be agreed in inception phase)

8.6.2 Quarterly financial and technical reports by the 15th of the first month of the next quarter (subject to agreement in inception phase of exact nature of monthly and quarterly reports)

8.6.3 Annual progress report in June/July every year (depending on exact dates of annual review)

8.7 The supplier will undertake regular monitoring and evaluation of the programme and share updates regularly with DFID. This will include updating and maintaining the KESP M&E Framework (including value for money analysis). The supplier will also be asked to provide data/statistics on progress against key indicators in the M&E Framework and log frame to assess achievement against baselines and targets.

8.8 The supplier will establish and maintain active risk registers to foresee and mitigate risks and issues that may delay implementation. This should be reviewed on a quarterly basis.

8.9 DFID will commission independent third party audits of the supplier. The supplier will comply with DFID audit requirements as necessary. DFID will fund this activity directly.

8. Performance Management

8.1 The Supplier will be responsible for recruiting and managing their own and all implementing partners (if any) performance and addressing poor performance. They will be required to demonstrate a strong commitment towards transparency, financial accountability and due diligence of

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approved partners; and to exhibit zero tolerance to corruption and fraud. [Please refer to Annex 1- Statement of Priorities and Expectations].

- 8.2 DFID will assess the performance of the TA provider against agreed work plans, results and key working principles. Performance will be assessed through DFID Annual Reviews and other standard measures. DFID will also track performance and budget execution through: monthly and quarterly narrative and financial reports (including forecasting); monthly programme management and technical meetings; and quarterly TA performance reviews.
- 8.3 Bidding suppliers are expected to propose Key Performance Indicators (KPIs) that can be monitored to demonstrate value for money and performance of the contract as a part of their proposal. These will explain how they propose to achieve identified outputs. Discussion around how the KPIs can be developed, adapted and best utilised for the needs of the programme will be an essential aspect of the Inception Plan.

9. Timeframe

- 9.1 The supplier will be contracted for a period of 4 years (including inception phase). Work is expected to commence on 1 August 2016 and completed by 31 July 2020. The first two months will be an inception phase and handover period with the existing supplier.
- 9.2 The contract may be further extended up to a maximum of 24 months dependent on the success of the supplier, the political environment and availability of funding.

10. Break Points

- 10.1 The contract will be let for a period of 4 years in the first instance but will include break points at yearly intervals (end year one, two, three and four.) Specific deliverables are associated with each phase. Progression from one period to the next will be subject to satisfactory performance of the supplier, the continuing requirement of the services and agreement on work plans and budget for the following period.
- 10.2 Due to its duration, the contract must have adequate provision for variation to adapt to changes that occur during the life of the programme. Following DFID reviews, DFID shall reserve the right to request changes to the contract, including the services, the Terms of Reference and the contract priced to reflect lessons learned, changes in circumstances, policies or objectives relating to or affecting this programme.
- 10.3 The key review points for this programme will be at the end of each year. Performance of the supplier will be assessed against delivery of the JRF

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through the KESP Annual Review and the delivery of ESP work plans with further review points held at yearly intervals at each year end.

- 10.4 At each point DFID reserves the right to terminate the contract in the event of unsatisfactory performance and delivery of outputs. DFID further reserve the right to terminate the contract in the event of substantial changes in the political or operating environment of the programme.

11. Duty of Care

- 11.1 The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

- 11.2 DFID will share available information with the supplier on security status and developments in-country where appropriate. DFID will provide the following:

- All Supplier Personnel will be offered a security briefing by the British Embassy/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.

- 11.2 The supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

- 11.3 This procurement will require the supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the contract (subject to travel clearance being granted).

- 11.4 The Supplier will need to operate in conflict-affected areas which are highly insecure. Travel to many zones within the region will be subject to

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travel clearance from the UK Government in advance. The security situation in Pakistan is volatile and subject to change at short notice. The supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the contract (subject to travel clearance being granted).

- 11.5 The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). The supplier must ensure their Personnel receive the required level of training prior to deployment.
- 11.6 Tenderers must develop their PQQ Response and Tender (if invited to tender) on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID. They must confirm in their PQQ Response that:
- They fully accept responsibility for Security and Duty of Care.
 - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 11.7 If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your PQQ will be viewed as non-compliant and excluded from further evaluation.
- 11.8 Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, interested Suppliers should respond in line with the Duty of Care section of the Pre-Qualification Questionnaire (PQQ).

12. Pre-Bid Meeting

- 12.1 There will be a pre-bid meeting after the PQQ stage for successful suppliers to discuss programme requirements.

13. Format and Content of Responses

- 13.1 Service providers should refer to accompanying ITT volume 1 where full guidance is available about how and when to respond to this tender.

14. Budget

- 14.1 The budget for this contract is between £14m and £18m.

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15. Key Documents

- Khyber Pakhtunkhwa Education Sector Programme (KESP) Business Case Addendum
- KP Education Sector Plan (ESP)
- ESP Joint Review Framework (JRF)
- KESP Annual Review