



Project Director
Ministry of Federal Education and Professional Training

REQUEST FOR PROPOSALS (RFP)

FOR

**Engaging Services of a Professional Education Service
Provider
For Provision of ECE Centers in Existing Classrooms of
Primary Schools of Federal Directorate of Education,
Islamabad**

(Adopting Single Stage-Two Envelopes Bidding Procedure)

Invitation for Bid

TENDER / REQUEST FOR PROPOSALS FROM EDUCATION SERVICE PROVIDERS TO HIRE TEACHING & NON-TEACHING STAFF FOR ECE CENTERS IN EXISTING PRIMARY SCHOOLS

Ministry of Federal Education & Professional Training intends to hire services of teachers and non teaching staff from Education Service Provider to establish ECE centers in existing primary schools under Federal Directorate of Education (detailed document is available on Ministry's website at www.mofept.gov.pk). For this purpose, the services of experienced and qualified Education Service Provider (ESP) are required for provision of teaching and non-teaching staff.

2. The interested service providers are invited to submit sealed bids by following “**Single Stage – Two Envelops**” bidding procedure in accordance with the PPRA Rules 36(a). Each bid shall comprise two envelopes containing, financial proposal and technical proposal each along with any supplementary documents that the organization feels relevant may be submitted to the Project Director. **Technical Proposals** will be opened first; service provider who will qualify technical bids will be evaluated financially. The Education Service Provider registered with legal entities are only eligible to apply for the bid.

3. The last date for submission of bids will be 12-01-2024 by 1030 hours. Technical Proposals will be opened on the same date at 11:00 hours in the presence of the representative of the firms who may wish to attend. Bid security of 11 million in the shape of CDR or Bank Guarantee, must be furnished along with Financial Proposal. Project Director/MOFEPT will not be responsible for any cost or expense incurred by the bidders in connection with preparation or submission of bids. A pre bid meeting will be held on 9-01-2024. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice and Detail Bidding documents /RFP has also been posted on PPRA website (www.ppra.gov.pk). The Procuring agency has right to cancel the activity any time.

Director(Dev)
Ministry of Federal Education & Professional Training
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[051-9103975](tel:051-9103975)

Section 2: Instructions to Organization (Educational Service Providers)

Definitions

- “Agreement” means the Agreement signed by the Parties and all the attached documents.
- “Client” means the organization with which the selected **Educational Service Providers** signs the Agreement for the Services.
- “Firm/Organization” means any **Educational Service Providers** entity or person that may provide or provides the Services to the Project Director/MOFEPT under the Agreement.
- “Data Sheet” means such part of the Instructions to **Educational Service Providers** used to reflect specific conditions.
- “Day” means calendar day.
- “PD” means Project Director
- “FDE” means the Federal Directorate of Education an attached department of Ministry of Federal Education and professional Training, Govt of Pakistan.
- “Instructions to **Educational Service Providers**” means the document which provides information to **Educational Service Providers** with all information needed to prepare their Proposals.
- “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the **Educational Service Providers**.

- “Proposal” means the Technical and the Financial Proposal.
 - “RFP” means the Request for Proposals to be prepared by the FDE for the selection of **Educational Service Providers**, based on the Standard RFP.
 - “Services” means the work to be performed by the **Educational Service Providers** pursuant to the Agreement.
 - “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the **Project Director/MOFEPT** and the **Educational Service Providers** and expected results and deliverables of the assignment/Project.
 - “MoFEPT” means Ministry of Federal Education & Professional Training, Govt of Pakistan.
- **Introduction**
 - The **Project Director/MOFEPT** will select the **Educational Service Providers** from those who are eligible under the criteria provided in Advertisement & TORs/RFPs, in accordance with the method of selection specified in the Data Sheet.
 - The **Educational Service Providers** are invited to submit a Technical Proposal and a Financial Proposal for Services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected **Educational Service Providers**.
 - **Educational Service Providers** should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, **Educational Service Providers** are encouraged to visit the Project Director **Project Director/MOFEPT** before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. **Educational Service Providers** Firm should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. **Educational Service Providers** should ensure these officials are informed well-ahead of time in case they wish to visit the Client.

- The Project Director/MOFEPT will timely provide at no cost to the **Educational Service Providers** Companies the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- **Educational Service Providers** shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Project Director/MOFEPT is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the **Educational Service Providers**.

Conflict of Interest

- Government of Pakistan policy requires that **Educational Service Providers** provide professional, objective, and impartial services and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Without limitation on the generality of the foregoing, **Educational Service Providers** , and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

An **Educational Service Providers** that has been engaged by the Project Director/MOFEPT to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm’s Services for such preparation or implementation. For the purpose of this paragraph, services other than Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

An **Educational Service Providers** (including its Personnel and Sub- **Educational Service Providers**) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the **Educational Service Providers** to be executed for the same or for another Client.

Conflicting relationships

An **Educational Service Providers** (including its Personnel and Sub- **Educational Service Providers**) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of

- the preparation of the Terms of Reference of the assignment,
- (ii) the selection process for such assignment, or
- (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Agreement.

- **Educational Service Providers** has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Educational Service Providers or the termination of its Agreement.

Unfair Advantage

- If an **Educational Service Providers** could derive a competitive advantage from having provided Services related to the assignment in question, the Project Director/MOFEPT shall make available to all firms/organization together with this RFP all information that would in that respect give such Educational Service Providers any competitive advantage over competing firm/organization.

Fraud and Corruption

- FDE/MOFEPT requires Educational Service providers participating in its project to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the FDE/MOFEPT:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a

public official in the selection process or in agreement execution;

- “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- “collusive practices” means a scheme or arrangement between two or more Education service providers with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.

will reject a proposal for award if it determines that the Educational Service Providers recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;

- will sanction an Educational Service Providers, including declaring the Educational Service Providers ineligible either indefinitely or for a stated period of time, to be awarded a Govt. of Pakistan agreement if at any time determines that the Educational Service Providers has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a FDE/Govt. of Pakistan agreement and
- will have the right to require that a provision be included requiring educational service providers to permit the Government of Pakistan to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Pakistan.
- Educational Service Providers and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the client in accordance with the above para. 1.7. Furthermore, the service provider organization shall

be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

- Educational Service Providers shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Educational Service Providers is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal**
- An Educational Service Providers may only submit one proposal. If an Educational Service Providers submits more than one proposal in one category, such proposals shall be disqualified.
- Proposal Validity**
- The Data Sheet indicates how long Educational Service Providers Proposals must remain valid after the submission date. During this period, the service providers shall maintain the availability of Professional staff nominated in the Proposal. The Project Director/MOFEPT will make its best effort to complete negotiations within this period. Should the need arise; however, the Project Director/MOFEPT may request service provider organization to extend the validity period of their proposals. Service Providers who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Service Providers could submit new staff in replacement, which would be considered in the final evaluation for agreement award. Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Educational Service Providers**
- The proposal validity period is about 120 days
 - In case an Educational Service Provider intends to associate with Educational Service Providers who has not been shortlisted, such other Educational Service Providers shall be subject to the eligibility criteria set forth in the guidelines.
- Clarification and Amendment of RFP Documents**
- Educational Service Providers may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Project Director/MOFEPT will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all firms/Labour Companies. Should the Project Director/MOFEPT deem it

necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- At any time before the submission of Proposals, the Project Director/MOFEPT may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. The bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their Proposals the Project Director/MOFEPT may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- **Preparation of Proposals**
 - The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Educational Service Providers and the Client, shall be written in the language (s) specified in the Data Sheet.
 - In preparing their Proposal, service providers are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- **Technical Proposal Format and Content**
 - The Technical Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non responsive.
- **Financial Proposals**
 - The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- **Taxes**
 - The Educational Service Providers may be subject to local taxes (such as: value added or sales tax or income tax/sales tax, duties, fees, levies) on amounts payable by the Project Director/MOFEPT under the Agreement. The Project Director/MOFEPT will state in the Data Sheet if the Educational Service Providers is subject to payment of any taxes.

- Educational Service Providers should express the price of their services in PKR.
- Commissions and gratuities, if any, paid or to be paid by service providers and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- **Submission, Receipt, and Opening of Proposals**
- The original proposal (Technical Proposal and, if required, Financial Proposal; see para.1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Educational Service Providers themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- An authorized representative of the Educational Service Provider shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.
- The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, and with a warning **“Do Not Open With The Technical Proposal.** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **“Do Not Open, Except In Presence Of The Official Appointed, Before Submission Deadline”.** The Project Director/MOFEPT shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the

Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Project Director/MOFEPT no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Project Director/MOFEPT after the deadline for submission shall be returned unopened.
- The Project Director/MOFEPT shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- **Proposal Evaluation**
 - From the time the Proposals are opened to the time the Agreement is awarded, the Educational Service Provider should not contact the Project Director/MOFEPT on any matter related to its Technical and/or Financial Proposal. Any effort by Educational Service Providers to influence the Project Director/MOFEPT in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Educational Service Provider's Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference.

Public Opening and Evaluation of Financial Proposals

- After the technical evaluation is completed, the Project Director/MOFEPT shall inform the service providers who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those service providers whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Project Director/MOFEPT shall simultaneously notify in writing educational service providers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The service providers' attendance at the

opening of Financial Proposals is optional. The opening date shall be set so as to allow interested service providers sufficient time to make arrangements for attending the opening.

- Financial Proposals shall be opened publicly in the presence of the Educational Service Providers representatives who choose to attend. The name of the Educational Service Providers and the technical scores of the Educational Service Providers shall be read aloud. The Financial Proposal of the Educational Service Providers who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- **Formation of Agreement & Negotiation of its Clauses**
 - Formation of agreement will be held at the date and address indicated in the Data Sheet. The invited Educational Service Providers will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Project Director/MOFEPT proceeding to negotiate with the next-ranked Educational Service Providers. Representatives conducting negotiations on behalf of the Educational Service Providers must have written authority to negotiate and conclude an Agreement.
- **Conclusion of the negotiations**
 - Negotiations on agreement clauses will conclude with a review of the draft Agreement. To complete negotiations the Project Director/MOFEPT and the Educational Service Providers will initial the agreed Agreement. If negotiations fail, the Project Director/MOFEPT will invite the Educational Service Provider whose Proposal received the second highest score to negotiate the clauses of agreement.
- **Award of Agreement**
 - After completing negotiations the Project Director/MOFEPT shall award the Agreement to the selected Educational Service Providers and publish details on the Planning & Development Department website and promptly notify all Educational Service Providers who have submitted proposals. After Agreement signature, the Project Director/MOFEPT shall

return the unopened Financial Proposals to the unsuccessful Bidders.

- The Educational Service Providers is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- **Confidentiality** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the service provider who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Educational Service Providers of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Educational Service Providers Selection Guidelines relating to fraud and corruption.

Data Sheet

| Paragraph Reference | |
|---------------------|--|
| 1.1 | Name of the Client: Project Director /Ministry of Federal Education and Professional Training, Govt. Of Pakistan |
| 1.2 | The bid shall comprise a single package containing two separate packages. Each envelop shall separately contain Technical & Financial Proposal. Name of the contract is: Engaging Services of a Professional Education Service Provider For hiring 200 teaching & 100 non teaching staff and setting-up 100 ECE centers in existing primary schools of FDE |
| 1.3 | The Client's representative is: Director(Dev) Ministry of Federal Education & Professional Training Room: 239, 2nd Floor, C Block Pak. Secretariat Email: dc@mofept.gov.pk 051-9103975 The Client's 2nd representative is Uzma Malik |

| | |
|-------------|--|
| | Procurement Specialist Uzma.malik.pcu@gmail.com 051- 9252497 |
| 1.4 | The Project Director/MOFEPT will provide the following inputs and facilities: All available data and information |
| 1.11 | Proposals must remain valid for 90 days from the date of submission. |
| 2.1 | <p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is: Address: -</p> <p style="text-align: center;">Director(Dev) Ministry of Federal Education & Professional Training Room: 239, 2nd Floor, C Block Pak. Secretariat Email: dc@mofept.gov.pk 051-9103975</p> |
| 3.1 | Proposals shall be submitted in the following language: English |
| 3.5 | Amounts payable by the Project Director/MOFEPT to the Bidder under the Agreement to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4.3 | Educational Service Providers must submit the original and one <i>copy each</i> of the Technical Proposal, and the Financial Proposal. |
| 4.5 | <p>The Proposal submission address is:</p> <p style="text-align: center;">Director(Dev) Ministry of Federal Education & Professional Training Room: 239, 2nd Floor, C Block Pak. Secretariat Email: dc@mofept.gov.pk 051-9103975</p> <p>Proposals must be submitted no later than the following date mentioned into the advertisement which is 12th Jan 2024 by 10:30 hrs and opening on 11.00</p> |
| 5.2 | <p><u>The firm shall be evaluated on the basis of following;</u></p> <ul style="list-style-type: none"> • <u>Mandatory Prerequisites:</u> <p>It is mandatory for the bidders to provide below mentioned documents to be considered for further evaluation.</p> |

| Sr. No | Description |
|--------|---|
| 01 | <p>Non-profit as well as private sector Profit oriented organizations are eligible to apply. Preference will be given to the one who already has worked in education sector with a noticeable output/ progress. Interested entity must be registered company/organization under any relevant law in Pakistan, be it as an NGO/ trust/organization under Societies Registration Act, Trust Act, SECP, etc.</p> <p>Copy of certificate of registration with, In case of Company, Form-29 & Memorandum of Associations & Articles of Association & in case of Firm, Partnership Deed and Form “C” will be required.</p> <p>Similar Assignment Work done previously for same nature at least two projects</p> <p>Minimum Average turnover should remain 55 Million of last 3 years</p> <p>Audited stamped Financial Bank Statements must be attached for Last 3 Years</p> |
| 02 | Copy of Registration with Income Tax (FBR) and Sales Tax (PRA) Department.ATP List certificate |
| 03 | A certificate/affidavit that firm is not black listed by any private/public organization in Pakistan. |

Evaluation Criteria:

Below is the non-mandatory criteria having total of 100 marks and bidders need to get at least 70 marks to qualify for the financial proposal opening. Attested copies of all the required documents shall be submitted in the form of attested/certified copies from the concerned department.

| S.# | Description | Marks | Marks Obtained |
|-----|--|-------|----------------|
| 1. | Qualification criteria for Montessori Teachers | 4 | |
| | 16 Years of Education form HEC recognized Universities with specialization in Education/ECE/Psychology/English/Urdu or any discipline equivalent to 16 years of | | |

| | | | |
|----|---|---|--|
| | Education and preference will be given with Diploma in ECE/Montessori (Proficiency in any of the regional languages will have preference) Marks will be given with following : | | |
| | On above Qualification criteria Attach signed list of CVs of minimum 30 available Teachers (1 Marks and more than 30 Teachers availability 2 Marks full | 2 | |
| | Minimum 01 year of Experience of teaching Montessori or ECE level students at a recognized Educational Institution Marks will be given with following : | | |
| | CVs with one year Experience Teaching Montessori or ECE minimum 30 (1 Marks and 2 Marks more than 30 | 2 | |
| 2. | Eligibility criteria for Montessori Assistant Teachers | 4 | |
| | 16 Years of Education in any discipline form HEC recognized Universities (Proficiency in any of the regional languages will have preference) | | |
| | CVs with one year Experience as Teaching Assistant in Teaching Montessori or ECE minimum 30 (1 Marks and 2 Marks more than 30 | 2 | |
| | Minimum 01 year of Experience of teaching in any school preferably in ECE in recognized Educational Institution | | |
| | CVs with one year Experience as Teaching Assistant in Teaching Montessori or ECE minimum 30 (1 Marks and 2 Marks more than 30 | 2 | |

| | | | | |
|--|----|--|-----------|--|
| | 3. | Demonstrated Experience of Organization /service provider of more than 5 years of working at Public/ Private sector schools at ECE level (Montessori/Early years) | 08 | |
| | | Recruitment of specialized 100 ECE teachers and 100 assistant teachers (done with providing Evidence list of handling at least 50 teachers in past) or at least minimum 1 earlier project 1 marks and 2 earlier education projects with the similar experience 2 marks full | 2 | |
| | | Placement plan of specialized ECE teachers assistant teachers (done with Evidence provided)2 earlier education projects with the similar experience 2 marks full otherwise with one project 1 marks | 2 | |
| | | Mentoring/Support of specialized ECE teachers assistant teachers (done with Evidence provided)2 earlier education projects with the similar experience otherwise with one project 1 marks | 2 | |
| | | Evaluation of of specialized ECE teachers assistant teachers (done with Evidence provided)2 earlier education projects with the similar experience otherwise done with one project 1 marks and done two projects earlier 2 marks full | 2 | |
| | | 4. Capacity of specialized ECE teachers 50 at least during recent 3 years through Training to use student-centric approaches of teaching based on National curriculum of Pakistan 2023 | 5 | |
| | | • ECE specialized Classroom observation Tools/ Templates | 1 | |
| | | • provision of Specialized ECE Teaching Model/Modules based on pedagogies defined in National curriculum of Pakistan 2023 (Presented Proper Training Module covering stages of Training with pre test and post test at different grades) | 1 | |
| | | • Specialized ECE sample lesson plans based on modern pedagogies and covering all stages of lesson plan and delivery specially of the relevant areas of ECE | 1 | |

| | | | |
|----|--|-----------|--|
| | <ul style="list-style-type: none"> Presented proper template for teachers planners as per need or yearly planner for ECE class | 1 | |
| | <ul style="list-style-type: none"> Plan for ECE learners' assessment | 1 | |
| 5. | Ability to mobilize their HR immediately | 8 | |
| | <ul style="list-style-type: none"> Minimum 50 teachers Available with commitment letters duly signed by the Education Service Providers or Trained ECE teachers, assistant teachers and ayas even using online resources | 5 | |
| | <ul style="list-style-type: none"> Provision of Complete workplan /placement plan with timelines along with existing available ECE teachers, assistant teachers and ayas with CVs and commitment letters duly signed by the Education Service Providers | 2 | |
| | <ul style="list-style-type: none"> Ensure the Training of Ayas on personal grooming, professional/work place attire and basic mannerism to deal with young kids | 1 | |
| 6. | Legal and Financial Capacity | 32 | |
| | Private Organizations who are eligible to apply must be registered with SECP or company/organization under any relevant law in Pakistan, be it as an NGO/ trust/organization under Societies Registration Act, Trust Act, SECP, etc. | 12 | |
| | Copy of certificate of registration with, In case of Company, Form-29 & Memorandum of Associations & Articles of Association & in case of Firm, Partnership Deed and Form "C" will be required. | 5 | |
| | Similar Assignment Work done previously for same nature at least two projects | 5 | |
| | Minimum Average turnover capacity should remain 55 Million of last 3 years. | 5 | |
| | Audited stamped Financial Bank Statements must be attached for Last 3 Years | 5 | |

| | | | | |
|--|-------|---|-----|--|
| | 7. | Established Methodology mentoring supervising ECE teachers, assistant teachers/ admin staff and ayas | 2 | |
| | | Mechanism of Mentoring (Comprehensive Plan) or Mechanism for Supervision and modify their plans during implementation if challenges arise and modifications are necessitated | 1 | |
| | | System in place to monitor teachers attendance and performance in terms evaluation of teachers on following criteria: 1. Attendance mechanism 2. Classroom monitoring mechanism plan 3. Continuous Professional development mechanism. | 1 | |
| | 8. | Presentation on Implementation plan | 7 | |
| | 9. | Financial | 30 | |
| | Total | | 100 | |
| <p>*(In case of two or more partners or JVs only Lead firm will be authorize to bid with documentation legal agreement signed between partners on stamp into their profile</p> | | | | |
| <p>Expected date and address for signing of agreement: Feb 20th , 2024</p> <p style="text-align: center;">Development Chief Room: 239, 2nd Floor, C Block Pak. Secretariat</p> | | | | |
| <p>Expected date for commencement of educational services Feb 21st 2024.</p> | | | | |

Note: Procurement Specialist /MOFEPT has the right to cross check/verify all the documents submitted by the bidder in whatsoever manner. The procurement specialist /MOFEPT further has the right to ask the bidder to submit the documents for verification purpose. Procurement Specialist will technically fully involve and facilitate the Bidding process through out before and after the award of the contract for Bid Performance guarantees and Financial Payments matters.

JOINT VENTURE OR PARTNERSHIP STATEMENT

We have established a Joint Venture or Partnership with the purpose to make proposal to, the work of *for* engaging services of a professional education service provider for recruitment, quality assurance, and mentoring of 200 teaching & 100 non teaching staff and setting-up 100 ECE centers in existing primary schools of FDE to perform and complete the said work by signing the contract. In case, the tender is given to us, the Joint Venture or Partnership contract will be given to the Project Director/MOFEPT being signed and approved by the notary. The Lead or Pilot partner of

our Joint Venture or Partnership will be <“the name of the Lead or Pilot partner”> till the completion of the work.

We declare, accept and undertake that the Lead or Pilot partner is fully authorized to represent our Joint Venture or Partnership in every manner. The communications which will be made by the Project Director/MOFEPT to the Lead or Pilot partner will be deemed as done to our Joint Venture or partnership. The contract will be signed by all the partners. In case, the work remains with us under the contract our Lead or Pilot partner will be fully authorized to act on behalf of our Joint Venture or Partnership to do all related matters. All of the partners will be commonly and jointly responsible for performing the obligations which are subject matter of the contract and of the works and undertakings that will come into the scope of the contract.

Our Joint Venture or Partnership shall not be dissolved or terminated for any reason, whatsoever, till the completion of work under the contract. In case of violation and non-fulfillment of any such undertaking *FDE/MOFEPT shall* be authorized to cancel the contract and to retain the guaranty as income. In case of death, bankruptcy, severe illness, detention or conviction for restriction of freedom of any of the partners, the other partners will undertake all obligations and responsibilities of the work including the guarantee and will complete the work at the risk and cost of the Applicants.

| Rank No. | Name and surname of the partners/ Commercial Title | Partnership Proportion/Joint Venture | Communication Address |
|----------|---|--------------------------------------|-----------------------|
| 1) | | | |
| 2) | | | |
| 3) | | | |
| ...) | | | |
| n) | | | |

| PILOT PARTNER | SPECIAL PARTNER | SPECIAL PARTNER | SPECIAL PARTNER | SPAECIAL PARTNER |
|---------------|-----------------|-----------------|-----------------|------------------|
| Signature | Signature | Signature | Signature | Signature |
| Seal | Seal | Seal | Seal | Seal |

Section 3: Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Labour Companies for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Educational Service Providers Organization and Experience

- A Educational Service Providers Organization
- B Educational Service Providers Experience

FORM TECH-1 TECHNICAL Proposal Submission Form

[Location, Date]

To: Director(Dev)
Ministry of Federal Education & Professional Training
Room: 239, 2nd Floor, C Block Pak. Secretariat
Email: dc@mofept.gov.pk
051-9103975

Dear Sir/ Madam,

We, the undersigned, offer to provide the services to hire 100 Montessori Teachers, 100 Teacher Assistant/ Admin Staff and 100 Ayas in addition to setting-up 100 ECE centers in existing primary schools for a duration of 03 years in accordance with your Request for Proposal dated _____ we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Educational Service Providers (if any, otherwise delete this line)]*²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff/facilities. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2 Educational Service Provider's Organization and Experience

A - Educational Service Providers Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

;

B –Educational Service Providers/Firm Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out Services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

| | |
|----------------|----------------------------------|
| Contract name: | Value of the agreement (in PKR): |
|----------------|----------------------------------|

| | |
|---|--|
| | |
| Country: Location within country: | Duration of contract (months): |
| Name of Client: | |
| Start date (month/year): Completion date (month/year): | Value of contract services provided by your firm under the agreement (in PKR): |
| Name of associated Labour Companies, if any: | |
| Name of senior professional staff of your firm involved and functions performed in contract | |
| Narrative description of contract: | |
| Description of actual service provided by your firm: | |

Section 4: Financial Proposal - Standard Forms

FIN-2 Summary of Costs

FORM FIN-1 Financial Proposal Submission Form

[Location, Date]

To: Director(Dev)
Ministry of Federal Education & Professional Training
Room: 239, 2nd Floor, C Block Pak. Secretariat
Email: dc@mofept.gov.pk
051-9103975

Dear Sir

We, the undersigned, offer the services to hire 100 Montessori Teachers, 100 Teacher Assisstant/ Admin Staff and 100 Ayas for a duration of 03 years in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amounts calculated for Individual vehicle basis) separately in words and figures¹]. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-2 Summary of Costs

Financial Proposal

| S. # | Item | Estimates |
|------|---------------------------------------|-----------|
| 1 | Pay/ wages of 100 Montessori Teachers | |

| | | |
|---|--|--|
| 2 | Pay/ wages of 100 Teachers Assistant one admin officer | |
| 3 | Pay/ wages of 100 Ayas | |
| Total Cost inclusive of all Taxes /logistics cost (if any associated Expenditure with the placement and recruitment and hiring) | | |

Note: Please note that Financial Proposal must be inclusive of all applicable taxes (excluding GST). The service provider will be bound to pay minimum wages to ensure quality.

Bid Security:

Educational Service Providers will provide Bid performance Security (refundable on after completion of the project services rendered life) equal to 5 % of Financial Proposal in the form of CDR/ Pay Order/Demand Draft/ Bank Guarantee. The Bid security will be returned after 28 days after completion of contract . Performance Guarantee amounting to 11 Million needed to be submitted before contract signing .

Bid Validity:

Proposals will remain valid for 120 days from date of submission and validity period is extendable up to maximum original bid validity period with mutual understanding.

Section - 5

TERMS OF REFERENCE

The Terms of Reference for this service provision will include:

Qualification criteria for Montessori Teachers

- 16 Years of Education form **HEC recognized Universities** with specialization in Education/ECE/Psychology/English/Urdu or 16 years of Education in any discipline with Diploma in ECE/Montessori **(Proficiency in any of the regional languages will have preference)**
- Proven track record of success in preparing ECE children for later academic success (certified by a reputable organization)
- Minimum **01** years of Experience of teaching Montessori or ECE level students at a recognized Educational Institution.

Additional Requirement

- Maximum Age limit is 35 years
- Having good communication skills in regional languages
- Ready to guide and help toddlers/students to discover concepts and ideas at Early Childhood

- Fully understand philosophy of Montessori Education
- Can Practise child-centered educational approaches with emphasis on independence, hands-on learning and collaboration with young kids (3-5 years of age)
- Eager for CPD during period of engagement .
-

Eligibility criteria for Montessori Assistant Teachers

- 16 Years of Education from HEC recognized Universities (Proficiency in any of the regional languages will have preference)
- Minimum 01 years of Experience of teaching preferably in ECE in recognized Educational Institution
- Maximum Age limit is 28 years
- Having good communication skills in regional languages
- Ready to assist and help students to discover concepts and ideas at Early Childhood
- Understand philosophy of Montessori Education
- Ready to assist to practise child-centered educational approach that emphasizes independence, hands-on learning and collaboration with young kids (3-5 years age)

Eligibility criteria for Admin Staff

- 14 Years of Education from HEC recognized Universities
- Minimum 01 years of Relevant Experience
- Maximum Age limit is 35 years
- Having good communication skills in National language
- Ready to assist and help Head of ECE center in coordination
- Ready to organize schedules, manage payroll and personnel databases, create reports, and offer other clerical duties.
- Will be responsible for the operational and financial support to the ECE centers assigned
- Will be responsible for managing Main Inventories/inventory in the ECE centers assigned
-

Eligibility criteria for Ayas

- Minimum Educational Qualification; Matric OR Equivalent
- AGE; 30 years Max

TORs for ESPs

- (a) Recruit, train and place qualified young graduates as full-time ECE/Montessori Teachers, Assistant Teachers; and need based training for Ayas to work in assigned schools as per needs of FDE, by ensuring good gender equity.

(b) Conduct wide-ranging training of ECE/Montessori Teachers, Assistant Teachers and Ayas comprising of not less than 3 weeks, and ideally for 4 weeks, which must cover following areas in-depth; (Please provide module, training certificate, attendance and pictorial evidence on which the training is conducted

- **ECE Teaching Methodology / ECE Pedagogical Approaches**
- **ECE Specialized Content Delivery Methodologies**
- **ECE Classroom Management Techniques**
- **Student-centered Approaches**
- **Activity-based learning Methods**
- **In-classroom assessment of students specially designed for ECE**

The training modules should also cover following areas:

- **Competency-based approach to teaching and learning**
- **Giving individual attention to those students who need more time/ alternate approaches to learning**
- **Inclusive environment in classrooms; and**
- **Civic Sense**
- **Mechanism for Assessment i.e. formative assessment**
- **Mentoring Mechanisms to support Montessori Teachers and Assistant Teachers**
- **Personal Grooming, Work place attire, Basic mannerism to talk and respond to young kids**
- **Supervision and Reporting Systems**
- **Coordination with and Support from FDE**

(c) Identify any ECE/Montessori Teachers, Assistant Teachers; and Ayas who did not perform well during the period of engagement, or their interest, ability, or behaviour was not up to the mark to continue, and ensure their immediate replacement (through agreed process) without effecting students learning.

(d) Ensure presence of ECE/Montessori Teachers, Assistant Teachers; and Ayas as per schedule, monthly attendance sheet will be provided to Project Director. The firm will ensure the following criteria:

| Sr.# | Attendance Rate | Months | Action |
|-------------|------------------------|------------------|---|
| 1. | 85-94% | Any three months | Terminate services followed by warning letter |
| 2. | 75-84% | Any two months | Terminate services followed by warning letter |
| 3. | Less than 75% | Any month | Terminate services without any warning |

- (e) Facilitate the comprehensive research program, give access to ECE/Montessori Teachers, Assistant Teachers; and Aayas other management team to share their quantitative and qualitative input about project initialization, training program, supervision mechanisms, regular in-implementation, and any observations which may be relevant.
- (f) Montessori Teachers and Assistant Teachers will be expected to ensure student achievement as per given SLOs and Benchmarks (ECE- National Curriculum of Pakistan) through well-defined performance deliverables and assigned workload
- (g) Ensure that a monthly remuneration to each Montessori Teacher and Assistant Teacher throughout their engagement and ESP will share disbursement sheet to FDE quarterly.
- (h) The Montessori Teachers and Assistant Teachers will be placed according to needs of FDE
- (i) Having a team of professional staff/team to ensure quality, mentoring, coach, and course-correcting throughout their engagement in ECE centers of FDE schools. List will be provided with RFPs along with CVs
- (j) The Service Provider will have recruited and trained Montessori Teachers and Assistant Teachers in line with this plan.
- (k) Develop and share a training plan and performance evaluation plan for Montessori Teachers and Assistant Teachers. (If training is already conducted please provide credentials and attach evaluation plan).
- (l) As per Project's needs, develop a comprehensive placement plan for Montessori Teachers Assistant Teachers and Aayas and get it approved from PD before having Montessori Teachers and Assistant Teachers joined in those specific schools
- (m) Assign Montessori Teachers and Assistant Teachers ECE curricular and pedagogical tasks which they will be performing in ECE centers and classrooms in consultation with PD/ HOIs in accordance with ECE NCP.
- (n) Provide regular, ongoing evidence base support and supervision to Montessori Teachers, Assistant Teachers and Aayas along with provision of Regular CPD
- (o) Assign a dedicated focal person to be a for this project and will also place an accountant and project coordinator with PD for smooth record keeping and communication.
- (p) Be in regular contact with the school administration to timely resolve any issues and bring into the notice of Project Director through regular weekly reports (for initial year) and monthly reports (for second and third year).
- (q) Ensure that newly hired Montessori Teachers, Assistant Teachers/Admin staff and Aayas are cooperating with the school principals on a regular basis and following his/her administrative guidelines
- (r) Jointly supervise the ECE centers and the ongoing work of Montessori Teachers, Assistant Teachers/Admin staff and Aayas alongwith AEOs, PD and HOIs for relevant tasks
- (s) Provide progress reports, which must contain a detailed section on lessons learned

- (t) Have a Contingency Plan ready in case any Montessori Teachers, Assistant Teachers/Admin staff and Aayas leaves the project; the cost for such replacement will be covered by the Service Provider
- (u) Whenever needed, present review of progress and lessons learnt to the M/o FE&PT, DG FDE, Dir Academics, PD and her team.
- (v) Provide any reports, case studies, and learning from the project implementation to the Dir Academics FDE and PD.
- (w) The Montessori Teachers, Assistant Teachers/Admin staff and Aayas be sole employees of the service provider and they will not have any entitlement to Government job, in any form. Furthermore, the Montessori Teachers, Assistant Teachers/Admin staff and Aayas will not be entitled to any allowance or financial / non-financial package other than their basic contract package with ESP.

DRAFT AGREEMENT

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (hereinafter referred to as the Agreement), is entered into on this ___ Day of ___, 2023.

Between Project Director

an attached department of Ministry of Federal Education and Professional Training

(Hereinafter referred to as the “Client” or “FDE/MOFEPT”, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and

_____ (Hereinafter referred to as the “Educational Service Provider” or “Service Firm/Organization”, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

The Parties hereto agree as under:

ARTICLE 1: THE Assignment

The Assignment for which Services are required to be performed under this Agreement is described in Appendix A.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 The scope of required services (hereinafter referred to as "Services") to be performed by the Service Firm for this Agreement are described in Appendix A.

ARTICLE 3: TIME SCHEDULE

3.1 **Effective Date of Commencement**

Effective Date of Commencement of Services shall be as defined in Appendix-B.

3.2 **Time Schedule of Services**

The time schedule of Services is given in the attached Appendix B.

3.3 **Extension of Time**

Extension of Time for providing of Services and the terms and conditions thereof shall be mutually agreed between the Project Director/MOFEPT and the Service Firm as and when required.

ARTICLE 4: MODE OF OPERATION

4.1 *Obligations of the Educational Service Provider*

- The Service provider shall perform Services as an independent Educational Service Provider in accordance with recognized professional standards, applicable laws and rules there under.
- The organization shall be responsible for disbursement of honorarium through scheduled bank of Pakistan. In case the service provider fails to provide the same management cost shall not be paid.
- The Service Firm shall appoint a dedicated Manager named in Appendix D who shall represent the Service providers for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services there under. He shall remain in contact with the PD/MOFEPT to keep her fully informed on all matters relating to the provision of Services by the Service Firm.
- The Service provider shall carry out the Services with due diligence and efficiency and in conformity with standard professional practices. The firm will not resort to frequent changes of the deputed manpower.
- The Service provider shall ensure the adherence and full compliance to the Terms and Conditions of this Contract and Appendices attached.

- The Service provider shall act at all times so as to protect the interests of the Project Director/MOFEPT and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- The Service provider shall furnish the PD/MOFEPT such information relating to the Services as the PD/MOFEPT may from time to time reasonably request.
- Except with the prior written approval of the Client, the Service provider shall not further assign or transfer or outsource the Agreement for Services or any part thereof nor engage any other independent Service Firm or sub-service provider to perform any part of the Services.
- It shall be mandatory to provide list of employees hired for this project to the client..
- It shall be mandatory to provide proof/ certificate of payments/honorarium to employees who are hired for the Project
- The service provider shall be responsible for incorporation of Montessori Teachers, Assistant Teachers/Admin staff and Aayas details in existing biometric attendance system in FDE after their deployment in the field. In case of any failure PD/MOFEPT shall not be liable to release payment.
- The Service provider agrees that no proprietary and confidential information received by the Service provider from the PD /MOFEPT shall be disclosed to a third party unless the Service Provider receives a written permission from the PD /MOFEPT to do so.
- **Performance Security:** The selected firm will have to deposit 5 % Performance Security in the form of bank guarantee at the time of award of contract. This amount will be returned to the firm 28 days after successful completion of the Services/project life. In case violation of term and condition of this contract from the service firm or as provided under clause A-2 (b) of Appendix A of this contract, the PD/MOFEPT shall reserve the right to forfeit the Performance Security in full or partly.

4.2 *Obligations of the Client*

The client shall provide to the Service provider:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Service provider for performing the Services within the Time Schedule given in Appendix B.
- PD/MOFEPT shall designate a person (Focal point) named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the focal point of the Service Firm.

- PD/MOFEPT shall take all necessary measures to make timely payments to the Service Firm as stipulated in Article 5, hereof.

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Service Firm and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6: ADDITIONAL SERVICES

PD/MOFEPT may ask the Service Firm to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Service Firm shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the PD/MOFEPT before the commencement of the Additional Services.

ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

PD/MOFEPT may, by a written notice of thirty (30) days to the Service Firm, terminate this Agreement. All accounts between the PD/MOFEPT and the Service Firm shall be settled not later than thirty (30) days of the date of such termination.

7.3 Termination by the Service Firm

The Service Firm may suspend the Agreement by a written notice of thirty (30) days only if the Service Firm does not receive payments due under this Agreement within fifteen (15) days of submission of its invoice. If the payment is still not made to the Service Firm after fifteen (15) days of notice of suspension, the Service Firm may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Service Firm under such circumstances, the Project Director/MOFEPT shall pay, within a period of fifteen (15) days from the date of effect of such notice of intent to terminate as referred above, all payments due to the Service Firm.

ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the Service Firms or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include inability to perform due to lack of skills, expertise, insufficiency of funds or failure to make any payment required under the Agreement.

ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled by PD, FDE or her nominee

ARTICLE 10: APPLICABLE LAW

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the Laws of Pakistan.

ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The **Project Director/MOFEPT**

To: The Service Firm

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

ARTICLE 13: VALIDITY CLAUSE

It is agreed among the Parties that in case, after the signing of this Agreement there is any provision which is found not valid, due to amendment in the relevant laws or is held to be so, by a court of competent jurisdiction, then the Parties shall join in and agree to amend and alter the said provision/clause to bring it in line with the applicable law. However, this shall not in any way at all affect the validity and/or enforceability of the rest of the Agreement between the Parties.

ARTICLE 14: INDEMNIFICATION

The Service Firm shall buy the insurance cover to fully indemnify the PD/MOFEPT from any of the damages, losses, theft and accidental casualty taken place by the workers during working hours provided by the Service Firm during the performance of their duty.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Name of Educational Service Provider

Project Director _____

Signed by: _____

Signed by: _____

Designation: _____

Designation: _____

(Seal)

(Seal)

Date: _____

Date: _____

Witness:

Witness:

Signed by: _____

Signed by: _____

Full Name: _____

Full Name: _____

APPENDIX A: THE PROJECT & SCOPE OF SERVICES

A-1 THE SERVICES

Learning during the early years plays a critical and formative role in the acquisition of concepts, development of skills and attitudes, tapping and nurturing the hidden potential that lay the foundations for lifelong learning. This period is characterized by rapid physical, intellectual,

emotional, social, and moral development. The provision of quality early childhood care and education makes a positive difference in their future learning, career, and adult life as good citizens. Investment in Early Childhood Education (ECE) may benefit not only individuals but also the education system and the society as a whole. ECE is instrumental in developing cognitive abilities (Learning to Know), skills to communicate, question, create, and solve; learning to live together, and also setting the foundation for the enhancement of learning outcomes in the following grades. Besides, children receiving ECE prior to enrolment in formal grades at the primary level drop out least and demonstrate improved attendance, better retention, completion and transition to other educational levels. Recipients of ECE are also better prepared to adopt healthy life style and practices.

The education statistics of Pakistan reflects that facilities and services for ECE are grossly inadequate and insufficient across the country. Around two third of public primary schools do not have basic facility of a separate class room for pre-primary / ECE education and this situation gets more dismal when it comes to rural areas schools. More than 70% primary schools in Pakistan do not have functional washrooms/toilets which shows non-conducive learning conditions in majority of primary schools particularly for young children of ECE age group who essentially require separate class rooms equipped with teaching learning aids especially designed and produced. Each ECE classroom need an exclusive teacher, trained in methodologies suitable for young children.

The National Education Policy of 1998-2010, first envisaged institutionalizing and integrating ECE and it was included as one of the three priority areas selected by Pakistan for its 15-year National Plan of Action to achieve Education for All Goals. The first National Curriculum for ECE was prepared during 2002, which was further refined during 2006 and included in the scheme of studies (Pre through 12). The National Education Policy 2009 dedicated a full section to ECE with five policy actions.

The official age group for ECE set in the National Education Policy 2009 is between 03 to 05 years of age. However, according to Pakistan Education Statistics 2017-18, the total enrolment of pre-primary education (pre-school class and un-admitted children) was 8.74 million, and Gross Enrolment Ratio (GER) 74%. Majority of these enrolled children are above 5 years' age. Out of these, 51.83% are in public sector educational institutions. There are neither separate educational institutions (nor classrooms) for ECE, nor specific teachers for ECE in public sector schools. In private sector there are 448 institutions exclusively offering pre-primary education with a total of 2,785 teachers. The net enrolment rate (NER) for pre-primary education (03 to 05-year age group) in Pakistan is assumed to be around 36%, however, no data about NER at ECE level is available. It indicates that only one third of ECE age group children are in school and remaining two third are out of school.

Pakistan is a signatory to a number of international treaties, conventions and development frameworks making it obligatory for the government to take action for protection of rights of children, including their health, education, care, and protection against threats involving physical or emotional harm. Under the Convention on the Rights of the Child (CRC) ratified in 1990, Pakistan has committed to ensure child's protection and development including education and health. The Sustainable Development Goals (SDGs) seeks Pakistan to, *inter alia*, focuses on ECE and by 2030 "*ensure that all girls and boys have access to quality early childhood*

development, care and pre-primary education so that they are ready for primary education”. At the same time, Article 25-A of the Constitution manifests for Pakistan the commitments to promote pre-primary and Early Childhood Education make it obligatory to ensure provision of free pre-primary and early childhood education for the children above the age of three years. The National Education Policy (NEP) of 2009 includes Early Childhood Education (ECE) as a component in the Education Sector Reforms Program. It was also included in the National Plan of Action of Education for All, the Dakar Framework of Action, Millennium Development Goals (MDGs) and Sustainable Development Goals (SDGs) -all aiming towards expanding and improve comprehensive ECE for all children, especially for the most vulnerable and disadvantaged. The ECE age group is recognized as comprising 03 to 05 years in NEP (2009) and the same is being reconsidered as 03 to 06 years i.e. 03 years of early education in the forthcoming Education Policy. Against this backdrop, in most public schools of FDE only one year of pre-primary education is provided and that too without properly established classrooms and specialized teachers. Efforts were made in the past to formalize ECE in FDE's institutions with the help of private partners but with little success and the same could not be sustained partly due to lack of financial resources and partly due to the absence of trained teachers.

The project will cater for ECE needs by opening Kindergartens comprising 5 ECE Room, 01 activity room, Play area converting a full school on ECE center based on this concept in urban areas and 50 school of rural area will be provided with converting 50 existing classrooms into ECE centers Provision of ECE Centers in Existing classroom of Primary Schools of Project Director, Islamabad and provision of specialized Montessori Teachers (PPS-05), Montessori Teacher/ Aide (PPS-04 and support staff Ayas (PPS-01) hired through ESP or FDE

A-2 SCOPE OF SERVICES

- **service to be provided by ESPs**

| S. # | Item | Estimates |
|---------------------------------|------|-----------|
| 1 | | |
| Total Cost all inclusive | | |

Note: The above given number of workers may be changed on the requirements of the Client.

- **Special Terms & Conditions**

TERMS OF REFERENCE

The Terms of Reference for this service provision will include:

- Qualification and Eligibility criteria for Montessori Teachers and Assistant Teachers mentioned in Annexure-I (as per PC-1) to be followed by ESP.
- The Montessori Teachers and Assistant Teachers will be placed according to Need analysis provided with RFPs by FDE.
- Ensure that each Montessori Teacher and Assistant Teachers fulfil the eligibility criteria (annexed-I) from HEC Universities .

- Ensure that teaching delivery demo is taken from Montessori Teachers and Assistant Teachers before confirming their engagement and a member will be nominated from FDE for this purpose
- Montessori Teachers and Assistant Teachers will be expected to ensure student achievement as per given SLOs and Benchmarks (ECE- National Curriculum of Pakistan) through well-defined performance deliverables and assigned workload
- Ensure that a monthly pay/wages are paid to each Montessori Teacher and Assistant Teacher throughout their engagement.
- Having a team of professional staff/team to ensure quality, mentoring, coach, and course-correcting throughout their engagement in ECE centers of FDE schools. List will be provided with RFPs along with CVs
- Coordinate with Project Director to get list of identified schools in which Montessori Teachers and Assistant Teachers will be engaged. The Service Provider have recruited and trained Montessori Teachers and Assistant Teachers in line with this plan.
- Develop and share a training plan and performance evaluation plan for Montessori Teachers and Assistant Teachers. (If training is already conducted please provide credentials and attach evaluation plan).
- Conduct wide-ranging training of Montessori Teachers and Assistant Teachers not less than 2 weeks, which have covered following areas in-depth: (Please provide module on which the training is conducted or planned)
 - **ECE Teaching Methodology / ECE Pedagogical Approaches**
 - **ECE Specialised Content delivery Methodologies**
 - **ECE Classroom Management Techniques**
 - **Student-centered Approaches**
 - **Activity-based learning Methods**
 - **In-classroom assessment of students specially designed for ECE**

The training modules should also cover following areas:

- **Competency-based approach to teaching and learning**
 - **Giving individual attention to those students who need more time/ alternate approaches to learning**
 - **Inclusive environment in classrooms; and**
 - **Civic Sense**
 - **Mentoring Mechanisms to support Montessori Teachers and Assistant Teachers**
 - **Supervision and Reporting Systems**
 - **Coordination with and Support from FDE**
- Identify any Montessori Teachers or Assistant Teacher who did not perform well during the training, or their interest, ability, or behavior was not up to the mark to continue, and ensure their replacement
 - The cohort of Montessori Teachers and Assistant Teachers should be as Female
 - As per Project's needs, develop a comprehensive placement plan for Montessori Teachers Assistant Teachers/Admin staff and Aayas and get it approved from PD before having Montessori Teachers and Assistant Teachers joined in those specific schools
 - Montessori Teachers, Assistant Teachers/Admin staff and Aayas are expected to work in specific schools throughout ICT(Urban/Rural)
 - Mutually agree with PD about schools, classrooms, number of classes, and grades which Montessori Teachers and Assistant Teachers will be teaching
 - Assign Montessori Teachers and Assistant Teachers ECE curricular and pedagogical tasks which they will be performing in ECE centers and classrooms in consultation with PD/HOIs
 - Provide regular and ongoing support supervision to Montessori Teachers, Assistant Teachers/Admin staff and Aayas
 - Assign a focal person to be a dedicated Coordinator for this project
 - Be in regular contact with the school administration to timely resolve any issues and bring into the notice of Project Director through regular weekly reports (for initial year) and monthly reports (for second and third year).
 - Ensure that newly hired Montessori Teachers, Assistant Teachers/Admin staff and Aayas are cooperating with the school principals on a regular basis and following his/her administrative guidelines
 - Jointly supervise the ECE centers and the ongoing work of Montessori Teachers, Assistant Teachers/Admin staff and Aayas alongwith AEOs, PD and HOIs for relevant tasks
 - Provide support to Montessori Teachers and Assistant Teachers/Admin staff in extending their learning to other teachers in schools and become a role model for them
 - Provide progress reports, which must contain a detailed section on lessons learned

- Take immediate remedial measures in case Montessori Teachers, Assistant Teachers/Admin staff and Aayas are not performing as expected
- Have a Contingency Plan ready in case any Montessori Teachers, Assistant Teachers/Admin staff and Aayas leaves the project; the cost for such replacement will be covered by the Service Provider
- Whenever needed, present review of progress and lessons learnt to the DG FDE, Dir Academics, PD and her team.
- Provide any reports, case studies, and learning from the project implementation to the Dir Academics FDE and PD.
- The Montessori Teachers, Assistant Teachers/Admin staff and Aayas be sole employees of the service provider and they will not have any entitlement to Government job, in any form. Furthermore, the Montessori Teachers, Assistant Teachers/Admin staff and Aayas will not be entitled to any allowance or financial / non-financial package other than their basic contract package with ESP.

A -3 PENALTIES:

- The service provider shall ensure that all the Montessori Teachers, Assistant Teachers/Admin staff and Aayas will work under the Head of Institution where they will be deployed and ESPs are to coordinate with the respective head for monitoring/evaluation of Montessori Teachers, Assistant Teachers/Admin staff and Aayas keeping in view the decorum of office of the head of the Institution. Failing which PD/MOFEPT has the right to terminate the contract under Clause 7.2.
- Any unauthorized Absence by the Montessori Teachers, Assistant Teachers/Admin staff and Aayas shall be deductible from the monthly honorarium of the Montessori Teachers, Assistant Teachers/Admin staff and Aayas

APPENDIX B: TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES

Effective Date for placement of Montessori Teachers, Assistant Teachers/Admin staff and Aayas shall be the 4th March, 2024.

B-2 TIME SCHEDULE OF SERVICES
B-3 Service providers shall be responsible for recruitment, placement, transportation and other services to their employees against this task as per the clients' need.

Schedule delivery services plan should be annexed by the service provider .

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT
(With reference to Article 5)

C-1 Total Cost of the Task is (To be estimated and quoted by ESP(s))

Total Cost = Rs.

C-2 NO ADVANCE PAYMENT

C-3 SERVICE CHARGES

Cost /Fixed to be **quoted by ESP is as under: -**

| S. # | Item | Estimates |
|---------------------------------|---|-----------|
| 1 | Honorarium/Stipend for the Montessori Teachers, Assistant Teachers/Admin staff and Aayas @ per Month Lump sum for ----- or up to 30th June,23 | |
| Total Cost all inclusive | | |

C-4 **PAYMENT OF SERVICE FIRMS' INVOICES**

The Service Firms shall make invoices at the end of every month according to the rates agreed under Clause C-3 of this Appendix. The PD/MOFEPT shall make payment within 7 days or depending upon the AGPR clearance in minimum 20 days after receiving invoices on quarterly basis that payment will be made to vendors from the PD /MOFEPT a

APPENDIX D: SPECIAL CONDITIONS

D-1 PROJECT MANAGER (Refer Article 4.1)

To be nominated by the service provider

D-2 REPRESENTATIVE OF THE CLIENT (Refer Article 4.2)

Project Director

D-3 FACILITIES (Refer Article 4.2)

The PD/ MOFEPT shall provide the Service Firms with:

- Access to selected institutions,
- Payment to ESP in accordance with the agreed terms and conditions.
- Communication through PD/ Focal Person (nominated by PD) to the concerned Head of the Institution.
- Placement of the Montessori Teachers, Assistant Teachers/Admin staff and Aayas

in consultation with PD.

- Assistance to Service provider in other matters relating to engagement.

D-4 VENUE OF ARBITRATION (Refer Article 9)

PD/ FDE is the forum to settle any point of difference.

Annexure A

EVALUATION CRITERIA

**Qualification Criteria for
Interested Service Provider**

Application is invited from suitable Service Providers with following minimum requirements:

- Private sector and profit and non-profit organizations are eligible to apply
- Interested entity must be registered company/organization under any relevant law in Pakistan, be it as an NGO/ trust/organization under Societies Registration Act, Trust Act, SECP, etc.
- The applying entity must have 5 years experience in providing good quality teaching human resources in schools at primary, middle, and secondary-level education
- Experience of working in at least 5 years Public /Private sector schools preferably in Islamabad/Rawalpindi at any grade may be in FDEs Clusters (Nilore, Tarnol, Bhara Kau, Sihala and Urban
- Capacity of the Montessori Teachers and Assistant Teacher's Training to use ECE Learner-centric approaches of teaching, student management and assessment (Teaching Model/Modules and sample work plans, teachers diaries/ portfolios, project based learning samples/models, etc. to be attached)
- Ability to mobilize their resources immediately (availability Trained Montessori Teachers, Assistant Teachers/Admin staff and Aayas) even using online resources if required
- Established Mechanisms for mentoring and supervising Montessori Teachers, Assistant Teachers/Admin staff and Aayas (Comprehensive Plan) and modify their programs during implementation if challenges arise.