
SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (SIDCL)

GOVERNMENT OF PAKISTAN



ADDENDUM NO. 1 OF REQUEST FOR PROPOSALS (RFP)

IN RELATION TO THE

**HIRING OF FUND MANAGER
FOR**

**FUND MANAGEMENT SERVICES FOR THE BUS RAPID TRANSIT SYSTEM OF THE ORANGE
AND GREEN LINES**

ISSUED ON: 21ST AUGUST 2021

IMPORTANT NOTICE / DISCLAIMER

This Addendum No. 1 (the “**Addendum No. 1**”) to the ‘REQUEST FOR PROPOSAL’ (consisting of the Part I – Instructions to Bidders (“**ITB**”), Part II – Green Line Fund Management Agreement (“**Draft GL Agreement**”) and Part III – Orange Line Fund Management Agreement (“**Draft OL Agreement**”) (“**Draft Agreements**”) issued on August 04, 2021 (the ITB, the Draft Agreements and together with this Addendum No. 1 collectively referred to as the “**Bidding Documents**”) is provided to the recipient solely for use in preparing and submitting its Bid / response for participation in the competitive bidding process for hiring of a Fund Manager to carry out the Fund Management Services (the “**FM Services**”) in respect of the Bus Rapid Transit System of the Orange and Green Lines (the “**Projects**”). This Addendum No. 1 is being issued by the Sindh Infrastructure Development Company Limited (the “**Employer**”) solely for use by prospective Bidders participating in the bidding process.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Documents.

Neither the Employer nor, in each case, their employees, personnel, agents, consultants, advisors and contractors etc., make any representation (express or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the bidding process for the provision of FM Services and the same shall have no liability for the Bidding Documents or for any other written or oral communication transmitted to the recipient in the course of the recipient’s evaluation of the Projects and the Bidding Documents for provision of FM Services. Neither the Employer nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon the Bidding Documents or otherwise in connection with the Projects.

Any Bid / response submitted in response to the Bidding Documents by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Bidding Documents.

Any Bid / response to the Bidding Documents submitted by a Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Bidding Documents and has independently verified all the information received from the Employer (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

Any Bid / response to the Bidding Documents submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to the Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of the Bidding Documents and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the Fund Management Agreement to be executed for each of the Projects. The Employer (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidders shall have no claim whatsoever against the Employer in this regard.

The Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Projects, neither shall it constitute a guarantee on the part of the Employer that the Projects will be awarded.

1. ADDENDUM NO. 1

The Employer hereby issues this Addendum No. 1 to set out the changes and amendments to the Bidding Documents, which amendments and changes shall stand incorporated in the Bidding Documents respectively. Notwithstanding anything to the contrary, all relevant provisions of the Bidding Documents shall stand amended to the extent required to give effect to the matters set out in this Addendum No. 1. Except as otherwise expressly set out in this Addendum No. 1, all other provisions of the ITB and Draft Agreements shall remain unchanged.

The following amendments shall stand incorporated in the Bidding Documents respectively:

- 1.1 In ITB 15.1 the following shall stand deleted:

“, and editable softcopies (Word, Excel etc., as may be relevant).”

- 1.2 Bidding Form F2 (*Details of Financial Proposal*) of the ITB shall stand replaced with Appendix A to this Addendum No.1.

- 1.3 In Annexure A (*Basic Eligibility Criteria*) of the ITB the following requirement shall stand deleted:

“Registration with Tax Authorities

The Bidder must possess a valid registration certificate from the income tax authority (i.e. the NTN certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three years are to be attached and relevant sales tax certificate, if applicable.

- 1.4 Annexure D (*Scope of Fund Management Services*) of the ITB shall stand replaced with Appendix B to this Addendum No. 1.

- 1.5 In Section 1.1 (*Definitions*) of the Draft Agreements, the following definition shall stand inserted:

*“**Service Level Agreements**” or “**SLA**” means the service level agreements (in the form and substance agreed between the Parties in accordance with Section 2.15 (Service Level Agreement)) to be entered into between the Employer and the Fund Manager for the performance of the Services.”*

- 1.6 In Clause 2.10.1 of the Draft Agreements the following new sub-clause (b) shall stand inserted:

“(b) approve any Service Level Agreements in accordance with Section 2.15 (Service Level Agreements); and”

1.7 A new Clause 2.15 shall be inserted in the Draft Agreements as follows:

“2.15 SERVICE LEVEL AGREEMENTS

2.15.1 The Parties may enter into Service Level Agreements that may be necessary in relation to the performance of the Services by the Fund Manager.

2.15.2 The Fund Manager shall deliver copies of the proposed Service Level Agreements (within ten (10) days of the Effective Date) or any amendment thereof to the Employer. The Fund Manager agrees and undertakes that such Service Level Agreements shall not purport to impose any additional obligations (financial or otherwise) on the Employer and in the event of any inconsistency between this Agreement and the Service Level Agreements, the Order of Precedence shall apply.

2.15.3 Within fifteen (15) days of receipt, the Employer shall review the Service Level Agreements and shall either:

(a) approve the Service Level Agreements for signing; or

(b) convey its comments/observations (if any) to the Fund Manager for incorporation in the draft Service Level Agreements.

The Fund Manager shall (at its own cost and expense) re-submit the revised Service Level Agreements no later than ten (10) days from receipt of the comments/observations under Section 2.15.3(b) above, and the approval process under this Section 2.15.3 shall be repeated.”

1.8 In Clause 3.6 of the Draft Agreements the following new sub-clause (d) shall stand inserted:

“(d) the Service Level Agreements.”

1.9 Schedule D (*Form of Invoice*) of the Draft Agreements shall stand replaced with the Appendix C to this Addendum No.1.

APPENDIX A – BIDDING FORM F2

BIDDING FORM F2 (DETAILS OF FINANCIAL PROPOSAL)

Column 1	Bid components	Instructions	Reference	Component price
				PKR
1.0	Ridership revenue (indicative and for determination of bid criteria only)		PKR 180,000,000	
2.0	Collections		Bids	
2.1	Internet Payment Gateway (IPG)			
2.1.1	IPG charges (%)	Enter % here >>>>>>>>>	(a)	180,000,000 x (a)
2.1.2	Onetime IPG Implementation costs (PKR)	Enter cost here >>>>>>>	(b)	(b)
2.1.3	IPG periodic costs (PKR/month)	Enter cost here >>>>>>>	(c)	(c)
2.2	Point of sale (POS)			
2.2.1	POS charges (%)	Enter % here >>>>>>>>>	(d)	180,000,000 x (d)
2.2.2	TOM: Onetime POS Implementation costs (PKR)	Enter cost here >>>>>>>	(e)	(e)
2.2.3	TOM: POS periodic costs (PKR/month)	Enter cost here >>>>>>>	(f)	(f)
2.2.4	TVM: Onetime POS Implementation costs (PKR)	Enter cost here >>>>>>>	(g)	(g)
2.2.5	TVM: POS periodic costs (PKR/month)	Enter cost here >>>>>>>	(h)	(h)
2.2.6	HHM: Onetime POS Implementation costs (PKR)	Enter cost here >>>>>>>	(i)	(i)
2.2.7	HHM: POS periodic costs (PKR/month)	Enter cost here >>>>>>>	(j)	(j)
2.3	Cash collection			
2.3.1	Throughput charges for cash from stations (%)	Enter % here >>>>>>>>>	(k)	180,000,000 x (k)
2.3.2	Vans for cash collection (PKR per month)*	Enter pickup cost here >>>	(l)	(l)
3.0	Payments			

3.1	One-time implementation cost (PKR)**	Enter cost here >>>>>>>>	(m)	(m)
3.2	Fixed charges (PKR per month)	Enter cost here >>>>>>>>	(n)	(n)
3.3	IBFT fees (PKR per transaction)	Enter cost here >>>>>>>>	(o)	(o)
3.4	RTGS fees (PKR per transaction)	Enter cost here >>>>>>>>	(p)	(p)
3.5	Local transfer (PKR per transaction)	Enter cost here >>>>>>>>	(q)	(q)
4.0	Service Fee		(r)	Sum: [(2):(3)]
5.0	SST		13%	13% x (r)
6.0	Total Service Fee (inclusive of taxes)			Sum: [(4):(5)]

* Vans price to be indexed at 3% per annum.

** One-time implementation cost to be paid after completion of each respective collections and payment solution attains go-live.

APPENDIX B – SCOPE OF FUND MANAGEMENT SERVICES

ANNEXURE D (SCOPE OF FUND MANAGEMENT SERVICES)

Please see attached

6.0	Total Service Fee (inclusive of taxes)			Sum: [(4):(5)]
-----	--	--	--	-------------------

THE END
