

SINDH EDUCATION MANAGEMENT ORGANIZATIONS
ADDENDUM NO. 1 TO THE INVITATION FOR BIDS

ADDENDUM NO. 1 TO THE INVITATION FOR BIDS
INSTRUCTIONS TO PREQUALIFIED BIDDERS



EDUCATION & LITERACY
DEPARTMENT, GOVERNMENT
OF SINDH



PUBLIC PRIVATE PARTNERSHIP UNIT,
FINANCE DEPARTMENT
GOVERNMENT OF SINDH

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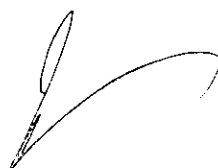
IMPORTANT NOTICE / DISCLAIMER

This ADDENDUM NO. 1 (this **RFP Addendum No. 1**) to the INVITATION FOR BIDS circulated earlier dated [●] (the **RFP**, and together with this RFP Addendum No. 1, the **RFP Documents**) is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to manage and operate the Facilities in PPP mode for a term of the Concession Period. This Invitation for Bids is being issued by the Education & Literacy Department, Government of Sindh, in consultation with the PPP Unit, Finance Department, Government of Sindh, solely for use by Prequalified Bidders in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the RFP*

The evaluation criteria were determined by the Education & Literacy Department, Government of Sindh, in consultation with the PPP Unit, Finance Department, Government of Sindh. Neither any of these entities, nor their consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Invitation for Bids or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Invitation for Bids or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the RFP Documents by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the RFP Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Documents. Any Bids in response to the RFP Documents submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Documents and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

The RFP Documents do not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Education & Literacy Department, Government of Sindh reserves its right, in its full discretion, to modify the RFP Documents and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.



**SINDH EDUCATION MANAGEMENT ORGANIZATIONS
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RFP ADDENDUM NO. 1

The Authority hereby issues this RFP Addendum No. 1 to set out the following changes and amendments to the RFP previously circulated in respect of the Project, which amendments and changes shall stand incorporated in the RFP. Notwithstanding anything to the contrary, all relevant provisions of the RFP shall stand amended to the extent required to give effect to the matters set out in this RFP Addendum No. 1.

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


1 AMENDMENTS TO THE RFP

1.1 The Estimated Timetable provided in Section 2.4 (*Timetable*) of the RFP shall stand deleted and replaced as under and all references in the RFP to the Estimated Timetable, the following activities and their corresponding dates shall stand amended to the Estimated Timetable, the activities and the dates set out below:

Activity	Target Date
Issuance of Bidding Documents	29 th October 2015
Clarifications / Comments Request Deadline	6 th November 2015
Pre-Bid Conference / Bidders Meetings	11 th November 2015
Release Amended Bidding Documents (if required)	30 th November 2015
Bids Submission Deadline	15 th December 2015
Technical Bids Opening	15 th December 2015
Financial Bids Opening	29 th December 2015
Publication/Communication to Bidders of the Evaluation Report	7 th January 2016
Notification of Award	15 th January 2016
Execution of the Concession Agreement with Successful Bidder	28 th January 2016

1.2 In Section 5.1.1 of the RFP, the following shall be added:

"The Bidder shall also mark the envelopes with the relevant school number (i.e. "SCHOOL 1", "SCHOOL 2", "SCHOOL 3" or "SCHOOL 4") in respect of which the Bid



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is being submitted the relevant school numbers being set out in Annex 8 (Details of the Facilities)."

- 1.3 In Section 5.2.1 of the RFP, the last sentence of the section be deleted and replaced by the following:

"Any Bidder who submits or participates in more than one Bid in respect of a single school will be disqualified."

- 1.4 The following information in Annex 1 – Bid Data Sheet of the RFP shall be deleted and replaced as follows:

6	Bids Submission Deadline	14:00 Pakistan time on December 15, 2015
7	Place and Time of Technical Bids Opening	15:00 Pakistan time on December 15, 2015, Committee Room, Tughlaq House, Sindh Secretariat, Karachi
8	Place and Time of Financial Bids Opening	15:00 Pakistan time on December 29, 2015, Committee Room, Tughlaq House, Sindh Secretariat, Karachi

- 1.5 In Annex 2 – Bid Forms, Form F – Financial Bid Form, Attachment 1 to the Financial Bid Form – Estimated Project Cost, the following notes shall be added:

The Bidder is encouraged to bring revenues from sources other than the Project Cost. The financial model shall reflect the inflow of such revenues (if any).

- 1.6 In Annex 2 – Bid Forms, Form F – Financial Bid Form, Attachment 1 to the Financial Bid Form – Estimated Project Cost, the following note shall be deleted and replaced by the following paragraph:

Deletion:

"The Costs of the Independent Expert and the Independent Auditor shall be based on market quotations, taking into account the requirement for their appointment."

Addition:

"The Costs of the Independent Expert and the Independent Auditor shall be paid to the Operator on actuals. The Costs of the Independent Expert and the Independent Auditor shall be kept at Rs. 0/- (Rupees zero) for the purposes of Financial Bid."

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The Bidder shall, while preparing the Financial Model, take into account that in relation to newly constructed block of the Facilities, the Bidder shall be allowed to benefit from one year defects liabilities provided by the school construction contractor to the Authority."

- 1.7 In Annex 6 – Financial Structure for the EMOs of the RFP, Section 1(a), the following sentence shall be deleted:

"Budget for first batch of EMO schools is given in Annex-8 of the RFP,"

- 1.8 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 1 (School Management Plan), the frequency of the Action Plan "Annual Management Plan" be deleted and replaced as follows:

"For the first year of the Concession Period, within 90 days and for subsequent years, within 30 days."

- 1.9 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 2 (Improved Teachers' Availability and Attendance), the Action Plan "Biometric Attendance Management Systems (BAMS)" be read as "Attendance Management" and the footnote relating to the same be deleted and replaced by the following:

***** Attendance Management.***

Introduction of an Attendance System that ensures a new and systematic method of data collection, of both teachers and administrative staff to maintain a daily/monthly attendance record of the school."

- 1.10 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 2 (Improved Teachers' Availability and Attendance), the footnote relating to the "Teacher Incentive Program" be deleted and replaced by the following:

****** Teacher Incentive Program.***

A detailed program developed after consultation with the HM and Teachers that includes both Accountability and Rewards (non – monetary) mechanisms."

- 1.11 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 3 (Improved Students' Enrollment and Retention), the following shall be added in the footnote relating to the "Students Retention Plan":

"For avoidance of doubt, a student who is absent for a continuous period of ninety (90) days without any prior information or reasonable cause will be considered as dropped-out from the relevant school."

- 1.12 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 4 (Lesson Planning and Students' Assessment System), the bifurcation in relation to the "Lesson Planning System" be amended and read as 10% and the Action Plan



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“Independent Assessment (from a third party)” be deleted along with its frequency and bifurcation.

- 1.13 In Annex 7 – Key Performance Indicators of the RFP and Annex II (KPIs) of the Concession Agreement, KPI 5 (Training and Capacity Building of Staff), the following shall be deleted in the footnote relating to Pedagogical/IT Skills Training:

“IT Skills Training:

Skills needed for the teachers to teach basic computer concepts and skills so that students can use computer technology in everyday life to develop new social and economic opportunities for themselves, their families and their communities.”

- 1.14 In Annex 8 – Details of the Facilities, the table outlining the details of the facilities shall be deleted and replaced as follows:

Sl. No.	School Name	Roll No.	Block	Area	Category	Level	Class	Level	Year	Area	Area
1.	GBES Kouro Goth	415030378	Khairpur	Khairpur	Khanpur	Mix	Elementary: Classes KG to 8	High: 2016: KG to 9 2017: KG to 10	Type I	8.4 million	563,000
2.	GGELS Arain	418050131	Sukkur	New Sukkur	Arain	Girls	Elementary Classes KG to 8	High: 2016: KG to 9 2017: KG to 10	Type 3	4.7 million	2,902.0 00
3.	GBHS Jhajah Regulator	415010528	Khairpur	Faiz Gung	Kot Lalu	Mix	High: Classes KG to 10	No Change	Type IA	6.8 million	176,000
4.	GBHS Tando Mir Ali	415060810	Khairpur	Thari Mirwah	Tando Mir Ali	Mix	High: Classes KG to 10	No Change	Type I	8.4 million	379,000

- 1.15 In Annex 8 – Details of the Facilities, the table outlining the details of the covered area of the newly constructed block of the schools shall be deleted and replaced as follows:

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Sr	School Name	Building Type	Area (Sq. Ft.)	Covered Area First Floor (Sq. Ft.)	Covered Area Second floor (Sq. Ft.)	Covered Area Total (Sq. Ft.)
	GBES Kouro Goth	Type-1	14613	14715	764	30092
	GGELS Arain	Type-3	7684	7770	658	16112
	GBHS Jhajh Regulator	Type-1A	11107	11195	764	30092
	GBHS Tando Mir Ali	Type-1	14613	14715	764	30092

the Operator will be handed over the existing school block(s) along with the newly constructed school block.

2. AMENDMENTS TO ANNEX 3 – DRAFT CONCESSION AGREEMENT

2.1 The definition of the term “Long-stop Date” in Section 1.1 of the Concession Agreement be deleted and replaced as follows:

“Long-stop Date” means the date of expiration of 90 (Ninety) Days from the date of execution of this Agreement, or extended up to a maximum of 180 (One Hundred and Eighty) Days, as mutually agreed by both Parties.

2.2 In Section 7.6.3 of the Concession Agreement, the term “Five (5) Days” shall be amended to read as “Ten (10) Days”.

2.3 The following shall be added as Section 7.6.8 in the Concession Agreement:

For avoidance of doubt, the Operator is required to provide KPIs report (duly verified by the Independent Expert) on quarterly basis to the Authority which will conform, inter alia, the meeting of the KPIs etc. and further, the Operator is required to conduct the financial audits in accordance with the Applicable Laws at the end of each Financial Year and provide the audited financial statements in accordance with this Agreement.

2.4 In Section 7.8.4 (Appraisal of the Employees) of the Concession Agreement, all references to the term “quarterly” shall be amended to read as “annual” and all reference to “quarter” shall be amended to read as “year”.

2.5 Section 7.8.5.4 (Training of Employees) of the Concession Agreement shall be deleted and replaced as follows:

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“Notwithstanding the foregoing, the Operator shall be responsible to conduct at least two (2) training session each of at least 18 hours for each Employee, in particular the teaching staff, in each Financial Year. Such training can be provided in-house. The costs of such training sessions shall be borne by the Operator.”

- 2.6 The following phrases shall be added Section 7.8.5.5 (Training of Employees) of the Concession Agreement:

“The Operator shall not schedule the teacher trainings during the Vacations for more than sixty (60) hours for each Employee.”

- 2.7 Section 8.2.2 (b) (i) of the Concession Agreement shall be deleted and replaced as follows:

“the Operator has not met any one or more of the KPIs (provided, however, the non-meeting of KPIs in the first two Quarters of the Concession Period shall not constitute an Annuity Amount Payment Adjustment Event); and”

- 2.8 Section 17.1.2.2 of the Concession Agreement shall be deleted and replaced as follows:

“Upon termination of this Agreement due to a Political Force Majeure Event or a Fundamental Change in Law, the Authority shall pay to the Operator, as Termination Compensation, an amount equal to one (1) year’s Management Fee.”

- 2.9 Section 17.1.3.1 of the Concession Agreement shall be deleted and replaced as follows:

“Upon termination of this Agreement due to a Non Political Force Majeure Event, the Authority shall not be liable to make any payments to the Operator in respect of Termination Compensation.”

- 2.10 In Annex – VI (Terms of Reference for the Independent Expert and Independent Auditor), sub-clauses 1.1.1, 1.1.2 and 1.1.3 shall be deleted and replaced by the following:

“The Parties shall appoint such firm as the Independent Expert as may be acceptable to the Parties provided that the firm to be appointed shall have:

- (i) experience of managing and/or operating educational institutions or other similar facilities or shall have experience of evaluating the performance of educational institutions for a period of at least ten (10) years;*
- (ii) experience of having performed detailed evaluations of teachers and school management;*
- (iii) [Other requirements may be included (if required) at the time of finalization of this Agreement].”*

- 2.11 Except as set out herein, all other provisions of the RFP shall remain unchanged.

THE END





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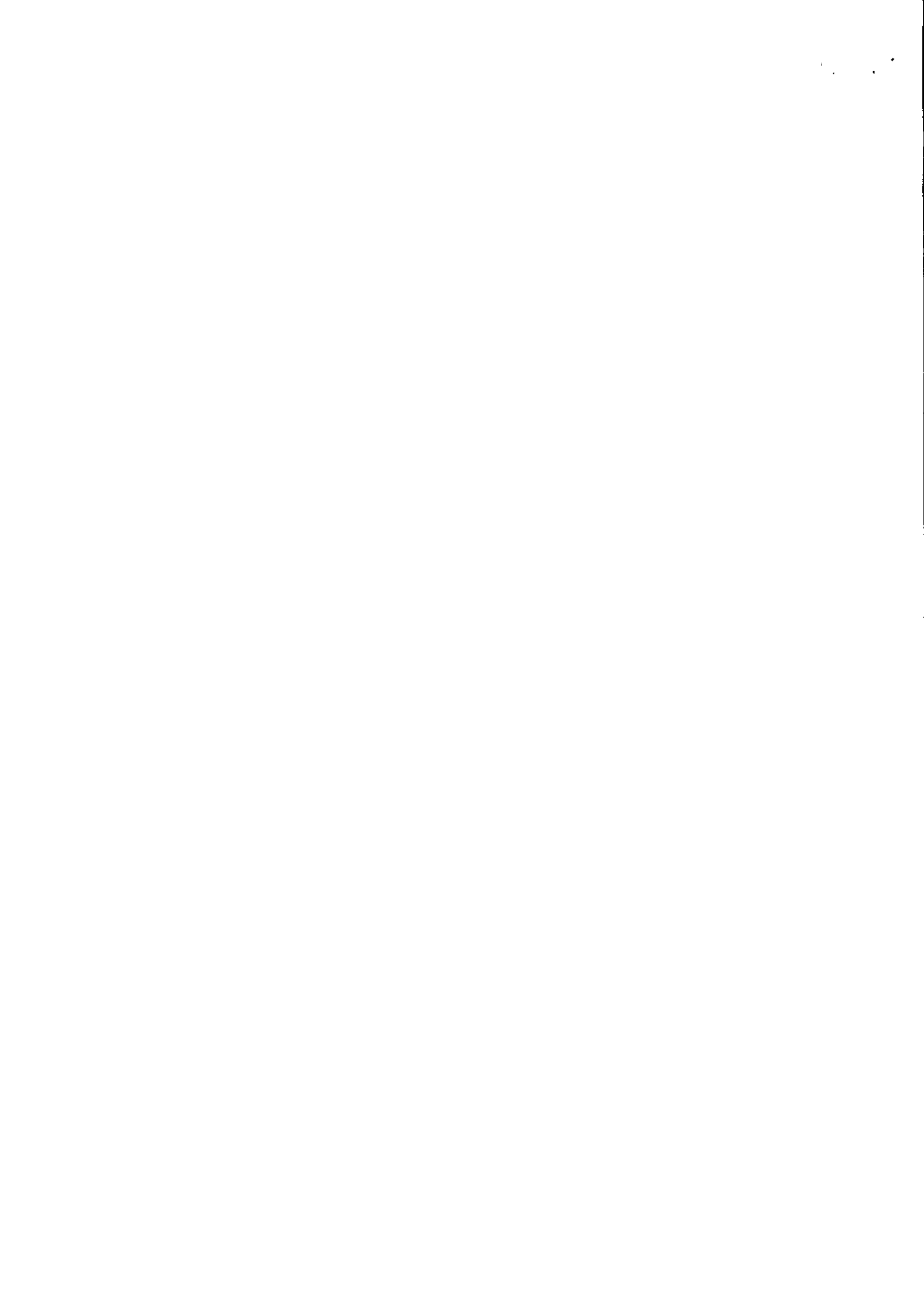
**GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, Dated 30-11-2015**

**TECHNICAL & FINANCIAL EVALUATION COMMITTEE FOR SINDH EDUCATION MANAGEMENT
ORGANIZATIONS**

Date: November 30, 2015

Minutes of Meeting

- A meeting of the Technical and Financial Evaluation Committee (TFEC) meeting was held on **30th November, 2015 at 2:00pm** under the chairmanship of Secretary Education & Literacy Department, Government of Sindh (GoS) at 1st Floor Tuglaq House, Sindh Secretariat Karachi. The list of participants is attached as **Annexure A** along with a copy of the attendance sheet.
- The Secretary Education was briefed by the Director PPP (NODE) about the current status of the EMO undertaken to date. Director PPP (NODE) informed the members of the TFEC that a pre-bid meeting was held on 11th November 2015. Several shortlisted EMOs requested both in the meeting and in writing to extend the date of the submission of the Technical and Financial bids. In light of the aforesaid, the TFEC is requested to extend the date of submission by 15 days i.e. December 15, 2015.
- Also in the discussion with the Halcrow, the construction of some of the schools in package one would not be completed within the timeframe of the concession agreement. It is requested from the TFEC that for this particular RFP only 4 schools may be offered to the shortlisted organizations and the remaining would be done in subsequent RFPs.
- The Addendum to the RFP, after incorporation of the changes, is allowed to be shared with the shortlisted organizations.
- The meeting was adjourned by Secretary Education with a vote of thanks.






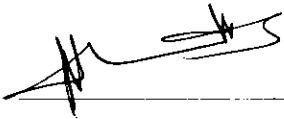
GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, Dated 30-11-2015

TECHNICAL & FINANCIAL EVALUATION COMMITTEE FOR SINDHI EDUCATION MANAGEMENT
ORGANIZATIONS

DECISIONS:

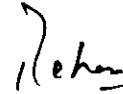
- The TFEC approved extension of dates for the submission of the Technical and Financial bids by 15 days i.e. December 15, 2015.
- TFEC also approved that for this particular RFP, only 4 schools may be offered to the shortlisted organizations and the remaining 9 to be offered in subsequent RFPs. Few other minor changes in the RFP are also approved, as mentioned in the Addendum. (The Addendum to the RFP is attached as **Annexure B**)


Chairman 30/11/15
Secretary, Education & Literacy Department



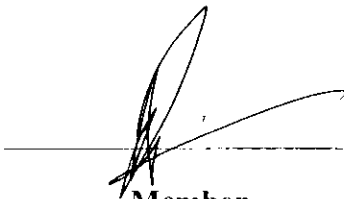
Member

Secretary, Finance Department/
Additional Secretary, Finance Department

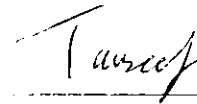


Member

Additional Secretary,
Education & Literacy Department


Member

DG PPP Unit, Finance Department



Member/ Secretary

Director PPP Node
Education & Literacy Department



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, Dated 30-11-2015

TECHNICAL & FINANCIAL EVALUATION COMMITTEE FOR SINDH EDUCATION MANAGEMENT ORGANIZATIONS

PUBLIC PRIVATE PARTNERSHIP (NODE)
Education & Literacy Department, Government of Sindh
MEETING OF TFEC ON 30-11-2015 at 2:00pm

Attendance Sheet of TFE Committee Members

S. #	Name	Designation	Department	Signature
1	Dr. Fazlullah Pechuho	Secretary Education Chairman	E&LD	
2	<i>Shameer Shukla</i> Mr. Kasim	Secretary Finance/Special Secretary Member	Finance Dept	
3	Mr. Rehan Iqbal Baloch	Additional Secretary (GA) Member	E&LD	
4	Mr. Ali Sibtain	DG PPP Unit Member	Finance Dept	
5	Mr. Tauseef Lateef	Director PPP (NODE) Member/Secretary	E&LD	

