

# **POWER COMPANY OF KARNATAKA LIMITED**

(A Government of Karnataka undertaking)



## **LIMITED TENDER DOCUMENT**

**FOR**

## **APPOINTMENT OF CREDIT RATING AGENCY**

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**TENDER NO.**

**PCKL/A12/24/2015-16/5474**

**Power Company of Karnataka ltd (PCKL)**

**5<sup>th</sup> Floor, Kaveri Bhavan, KPTCL Buidling,  
Bengaluru-560009**

## Preamble

M/s. Power Company of Karnataka Limited (PCKL) a Special purpose vehicle (SPV) and a Government of Karnataka undertaking, responsible for capacity addition by way of setting up of new power projects through bidding process and long term procurement of power to cater the requirement of the states and central Government agencies on power related issues as well as through the forum of SRPC (Southern Regional Power Committee).

As part of the financial Restructuring in the Power sector, Government of Karnataka is initiating action to liquidate the outstanding dues from Rural Local Bodies of Gram Panchayaths and ESCOMs.

In this exercise, PCKL has availed long term loan amounting to Rs. 3766.80 crores, for which Government stands guarantee for debt service till the entire loan is repaid.

The outstanding dues from Gram Panchayaths to ESCOMs were transferred to the books of PCKL from the books of ESCOMs, which were hypothecated as the Primary Security to the lenders.

Gram Panchayaths, out of the funds received from the Rural Development and Panchayath department (RDPR) under various schemes, has released funds to liquidate the outstanding electricity charges dues to PCKL. M/s PCKL will meet the debt service liability of the lenders.

In this exercise the dues from Gram Panchayaths to ESCOMs were liquidated, which in turn has liquidated dues to KPCL, resulting in cleaning the Balance sheet of all the stake holders.

The tenure of the loan was for a period of 10 years, and moratorium period of the loan would be for a period of 8 quarters (2 years), with repayment in 32 equal quarterly installments and servicing the interest on monthly basis. The loan details of PCKL as on 31.10.2022 is as below:

<b>Name of the Banks</b>	<b>Loan availed (Rs /Cr)</b>	<b>Date of Loan availed</b>	<b>Loan outstanding as on 31.10.2022</b>	<b>Present rate of Interest</b>
Punjab National Bank, MG Road, Bengaluru	500	09.10.2017	296.24	7.65%
State Bank of India, Residency Road, Bengaluru	1800	29.12.2017	1123.70	7.55%
Bank of India, KG Road, Bengaluru	1466.80	07.08.2018	1053.20	7.25%
<b>TOTAL</b>	<b>3766.80</b>		<b>2473.14</b>	

M/s. Brickwork ratings have done credit rating of PCKL valid upto December 2022. SEBI has decided to cancel certificate of registration of M/s. Brickwork ratings and the issue is in Security Appellate Tribunal. Hence, PCKL has decided to get credit rating done by other firms.



**POWER COMPANY OF KARNATAKA LIMITED**  
5<sup>th</sup> Floor, KPTCL Building, Kaveri Bhavan,  
Bangalore-560 009.  
Fax : (080) 22218930 - Ph (080) 22210685

**REQUEST FOR QUOTATION**

Date:

**Sub: Tender for Engagement of CREDIT RATING AGENCY for Power Company of Karnataka Ltd**

Power Company of Karnataka Limited (PCKL) is floating a limited tender for engagement of Credit Rating Agency for rating the Bank loan availed by PCKL

<b>Date of Release of Tender</b>	<b>23.11.2022</b>
<b>Date &amp; Time for Submission of Bids</b>	<b>30.11.2022</b>
<b>Date of Opening of Bid</b>	<b>01.12.2022</b>
<b>Place of receipt of Tender</b>	<b>Additional Director(Projects) Power Company of Karnataka Limited, 5<sup>th</sup> Floor, Kaveri Bhavan, Bangalore - 560009.</b>
<b>EMD/Bid Security Details</b>	<b>Not applicable</b>

Please go through the attached Invitation of Bid (IOB) and tender document along with Bid Evaluation Criteria (BEC). Bids complete in all respects should reach the office of Power Company of Karnataka Ltd., (PCKL), Kaveri Bhavan, 5<sup>th</sup> floor, Bengaluru-560009 on or before the due date & time. Bids received after the due date and time shall liable to be rejected.

**Bid should be valid for 90 days from the date of opening of the financial bid.**

**Bids received through Telex/Fax/E-mail will not be acceptable.**

**Bidder(s) desirous of attending the Bid opening may depute their authorized representative on the scheduled date and time of bid opening.**

**PCKL reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.**

**Sd/-**

**Additional Director (Projects)**



**POWER COMPANY OF KARNATAKA LIMITED**  
**5<sup>th</sup> Floor, KPTCL Building, Kaveri Bhavan,**  
**Bangalore-560 009.**  
**Fax : (080) 22218930 - Ph (080) 22210685**

### **INVITATION OF BID**

**Dear Sirs,**

Sealed tender under "ONE BID SYSTEM" are invited for engagement of Credit Rating Agency for Credit Rating of Power Company of Karnataka Ltd as per Scope of Work in the prescribed Bid forms and proforma attached to this Bid document. The details of the tender are given below:-

<b>S.No.</b>	<b>Particular</b>	<b>Details</b>
1.	Tender No.	PCKL/
2.	Description of services	Engagement of Credit rating Agency for Credit Rating of Bank loan availed by PCKL for securitization of Gram panchayat dues of Rs. 2473.14 Crs as on 31.10.2022
3.	<b>Date of Release of Tender</b>	23.11.2022
4.	<b>Date &amp; Time for Submission of Bids</b>	30.11.2022
5.	<b>Date &amp; Time of opening of Bid</b>	01.12.2022
5.	Bid validity upto	90 days from the date of opening of financial Bid
6.	Correspondence Address	The Additional Director (Projects) PCKL, Kaveri Bhavan, 5 <sup>th</sup> floor, Bengaluru - -560009

"**ONE BID SYSTEM**" shall be followed for this tender. Bidder should take due care to submit their bid in accordance with requirement in sealed covers. PCKL intends to finalize this tender within a limited time schedule. PCKL will not seek any clarifications subsequent to opening of bids and bids not conforming to tender conditions shall be rejected. Therefore, bidders are advised to submit their bids complete in all respect as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

In case of any clarification required relating to this tender, the same can be sought from the following officers of the Corporation:

**Contact Person:**

- 1. The Additional Director (Projects)**  
PCKL, Kaveri Bhavan, 5<sup>th</sup> floor,  
Bengaluru - -560009.
- 2. The Joint Director (Commercial)**  
PCKL, Kaveri Bhavan, 5<sup>th</sup> floor,  
Bengaluru - -560009.

## CHAPTER 1-INTRODUCTION AND SCOPE OF WORK

### 1) **SCOPE OF WORK:**

PCKL proposes to invite financial bids from the RBI approved Credit Rating Agencies for the credit rating of PCKL loan availed for Gram Panchayat dues of Rs.2473.14 Crores as on 31.10.2022.

### 2) **DELIVERABLES AND TIMELINES:**

The work should complete within 21 days from the date of issue of work order. Sufficient nos. of teams should be deputed immediately and the team members must be promptly available for the assignment as and when required.

### 3) **PRICE BASIS AND PAYMENTS:**

The proposal should include price all-inclusive lump sum (including travel and other out of pocket expenses, etc.) in Indian Rupees only for the entire scope of work covered under the Terms of Reference on a FIRM price basis (with no escalation provision for whatever reason) valid till the complete execution of the assignment as per the format at Annexure – A in a separate envelope sealed properly. The Contract price and the scope of work also include any services, etc. which are not specifically identified in this Request for Proposal but are required for completion of the assignment within the intent of Terms of Reference indicated and to ensure completeness, Service Tax, if any, will be paid extra at the applicable rates and is not to be quoted above.

### 4) **TERMS OF PAYMENT:**

S.No.	Milestones	Payment
1	On acceptance of draft credit rating by PCKL	60%
2	On acceptance of final credit rating by PCKL	40%

### 5) **LIQUIDATED DAMAGES:**

Time and date of delivery shall be essence of the Contract. If the Agency fails to deliver the services, or any instalment thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such period, PCKL may without prejudice to any other right or remedy, available to him to recover damages for breach of the contract:

1. Recover from the contractor, as agreed liquidated damages are not by way of penalty, a sum of equivalent to 2% (two percent) of the contract price of the whole unit per week for such delay or part thereof (this is an agreed, genuine pre-estimate of damages duly agreed by the parties)

which the consultant has failed to deliver within the period fixed for delivery in the contract, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of liquidated damages may be upto 10% of the contract price.

- a. Can repudiate the contract at the risk and cost of the Agency.
- b. Liquidate damages, for delay in services can be recovered by the paying authorities of the owner, from the bill of services submitted by the Agency or otherwise.
- c. Notwithstanding anything stated above, the services will be deemed to have been delivered when they have been carried out in terms of the assignment.

#### **6) MODE OF TENDERING:**

PCKL shall float the above Limited Tender through PCKL website. The tender documents will consist of one envelope.

#### **7) SELECTION OF BIDDER**

Lowest quoted firm shall be selected and work award will be issued inline with the Terms and conditions of Tender document

#### **Envelop-1 consists:**

Form-1 (Financial Bid) i.e. Annexure- A , Annexure-B

# **Annexure-A**

## **Financial Bid**

Bidders are to quote the Lumpsum amount as Rating Charges in the following format:  
**(On the letter head of the firm submitting the bid document)**

### **Initial rating**

<b>Particulars</b>	<b>Lumpsum Quote (Rs.)</b>
Rating Charges	
Add: Applicable taxes	
<b>Total</b>	

### **Surveillance rating/Renewal Rating till the end of repayment of loan i.e. upto 2028**

<b>Particulars</b>	<b>Lumpsum Quote (Rs.)</b>
Rating Charges	
Add: Applicable taxes	
<b>Total</b>	

### **NOTES:**

- All prices to be quoted in words and figures and in Indian Rupees only. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price.
- The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
- All item in the table must be quoted failing which the bid is liable to be rejected.
- All taxes, duties, levies etc should be mentioned separately.
- The amount for evaluation is to be filled-up by Bidders as per above instructions.

# **Annexure-B**

## **Bid Form (On the letter head of the firm submitting the bid document)**

To,

**The Additional Director (Projects)  
PCKL, 5<sup>th</sup> floor, KPTCL Building,  
Kaveri Bhavan,  
Bengaluru - -560009.**

**Ref: Bid document No                      Dated\_\_\_\_\_**

Sir,

Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for services as per the schedule of requirements and in conformity with the said bidding documents.

I/We hereby offer to provide prices including GST mentioned in the Commercial Bid.

I/We do hereby undertake that, in the event of acceptance of my / our bid, the rendering of services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including logistics, taxes, duties, levis etc for providing offered services to PCKL and/or its clients/ users across India.

I/We enclose herewith the complete Financial Bid as required by you.

I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Financial bid documents and that we shall remain bound by a communication of acceptance within that time and any extended and/or deemed period provided that I/We have not withdrawn in writing my/our bid after the expiry of 90 days.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. There are no Financial Deviations from my/our side.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor /constituted attorney of sole proprietor,

Or



A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

I/We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and/or placement of letter of intent and/or awarding the work order, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_2022

Signature of Bidder

Name

Details of enclosures Full Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY/FIRM SEAL