WEST BENGAL STATE ELECTRICITY TRANSMISSION CO. LTD.

(A Govt. of West Bengal Enterprise)
CIN U40101WB2007SGC113474

NIT NO. TCL/CS/2025/01

Office of the Company Secretary

Invite Request for Proposal through E-tender [Domestic Limited Competitive Bidding] from eligible and qualified parties for preparation of Enterprise Risk Management Policy with associated work, as stated in this document.

Address: Vidyut Bhavan, 8th Floor, 'A' Block
Block-DJ, Sector-II, Bidhannagar,
Kolkata – 700 091
Phone: 2334 9020
website: www.wbsetcl.in

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LTD.

(A GOVT. OF WEST BENGAL ENTERPRISE)

Regd. Office: Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata – 700 091,
Telephone No. 033 23349020, website: www.wbsetcl.in CIN: U40101WB2007SGC113474

NIT No. TCL/CS//2025/01 DATE:21st April, 2025

NOTICE INVITING REQUEST FOR PROPOSAL THROUGH E-TENDER [DOMESTIC LIMITED COMPETITIVE BIDDING] FROM ELIGIBLE AND QUALIFIED PARTIES FOR PREPARATION OF ENTERPRISE RISK MANAGEMENT POLICY AND ASSOCIATED WORK.

West Bengal State Electricity Transmission Co. Ltd. (WBSETCL) is incorporated under Companies Act, 1956, and is engaged in the business of transmission of electricity across the state of West Bengal. It is also the state transmission utility as stated under Section 14 of The Electricity Act, 2003. In the financial year ended on 31st March, 2024, WBSETCL has reported a turnover of more than Rs. 2143 crore with a profit after tax of more than Rs. 561 crore (including other comprehensive income) as per the audited financial statements.

WBSETCL invites the Request for Proposal through E-Tender [Domestic Limited Competitive Bidding] from the transaction advisor as stated Panel D of Annexure I of the Notification No.: 190-F(Y) dated 19th January, 2022 issued by Finance Department, Govt of West Bengal (the Notification) read with notification no.:1179-F(Y) dated 6th March, 2024 for the subject issue. The tender documents embodying details related to terms & conditions, scope of the work and other instructions can be downloaded from the website of the Company, i.e., 'www.wbsetcl.in/tender.php', or wblenders.go.in which is in the Tender and Bids tab on the left column of the website.

The last date of submission of this e-tender is 19th May, 2025 15.00 Hrs on.

(Virendra Singh)
Company Secretary
&
Chief Risk Officer

DETAILED TERMS & CONDITION AND IMPORTANT DATES FOR INVITATION OF RFP

1. Schedule of dates

Sl. No.	Particulars	Date/Time
1.	Date of publication (online uploading) of tender and other documents	The RFP documents embodying details related to terms & conditions, scope of the work and other instructions can be downloaded from the online e-tendering portal https://wbtenders.gov.in/
2.	Documents download start date (Online)	21st April, 2025
3.	Submission of Pre-bid Queries [only through email]	Date: 30th April, 2025 Upto 11:00 hrs (Queries can be mailed to ermesgtenderwbsetcl25@gmail.com)
4.	Pre-bid meeting date, time and venue.	Date: 5th May, 2025 From 11.00 A.M to 12.00 P.M. Vidyut Bhavan, 9th Floor Conference Room.
5.	Pre bid queries reply submission date and email from reply submission, if required and deem fit by the Company.	Date: 8th May, 2025 Time: Upto 17:00 Hrs. Email: ermesgtenderwbsetcl25@gmail.com
6.	Bid submission start date (Online)	5th May, 2025 from 11:00 hrs
7.	Last date of submission of valid original Power of attorney of the signatory of bid (in physical form) & Financial Bid. (online)	19th May, 2025 Upto 15:00 hrs
8.	Opening of price bid	23rd May, 2025 at 15:00
9.	Bid Validity	180 days from Bid Due Date i.e next day of the Price bid opening date.
10.	Method of Selection	L-1 basis
11.	EMD value	Rs. 62,000/-

2. All the participant firms should have a branch office in Kolkata.
3. Entire process will be online and application shall be done through https://wbtenders.gov.in/. Applicants should follow the process of application as may be envisaged in the aforesaid tender portal together with this document and corrigendum if issued from time to time.

4. The offer must be submitted in English language. All documents, correspondences or any other written material in connection with this work shall be in English language.

5. Pre-Bid queries meeting shall only take place, if any such queries is receipt within the stipulated time frame in the dedicated email. All participant sending pre bid queries is required to provide the name, designation and contact number of person(s) to be attending the pre bid queries. No queries shall be received other than mode and time frame specified herein above. Participants cannot place any new queries during the pre bid meeting.

6. Before the last date of the tender, WBSETCL preserves the right to amend any of the tender conditions as may be desired if such an amendment is necessary and the same shall be up-loaded as a corrigendum and will be made available on the website https://wbtenders.gov.in/. Hence, the participants are advised to keep visiting the above website regularly for any updates in this regard.

7. If the date mentioned above for opening of price bid is declared as a Government holiday or a holiday declared under NI Act, the limited tender will be opened on the next working day at the same time as mentioned in the schedule.

8. WBSETCL reserves the right to verify the validity of information provided in the limited tender and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of limited tender or even after award of contract.

9. Any application received by WBSETCL after the scheduled closing date and time will not be accepted.

10. The Company reserves the right to request additional submissions or clarifications from one or more participant(s) at any stage or to cancel the process entirely or to modify terms & conditions of this document at its sole discretion without assigning any reason thereof.

11. Matter relating to any dispute or difference arising out of present limited tender, and subsequent contract based on the submission of the offer shall be subject to exclusive jurisdiction of courts at Kolkata only.

12. Selection shall be done on the basis of lowest quote (including GST), i.e L-1 made by the participants.

13. If there is a scenario, where two or more firms have quoted the same rate then their selection shall be determined based upon their turnover in the FY 2023-24.

14. Copies of PAN Card, GST Registration (if any), Partnership Deed, Certificate of incorporation (for Firms) and Certificate of Practice/ Registration (for Partners) shall be invariably attached to the tender. Further all the details of the contact person (together with designation) or authorised Partner with complete address of the firm and telephone /fax number along with email id shall also have to be submitted. Profit & Loss account and balance sheet of three financial years is required, i.e., FY 2021-22, 2022-23 and 2023-24.

15. The application shall be signed by the person(s) on behalf of the organization having necessary Authorization/Power of Attorney to do so. Each page of the application format, Tender document, testimonials and other documents shall be signed and copy of Power of Attorney /Memorandum of Association wherever applicable shall be furnished along with application.

16. The Tender document should be submitted strictly as per the terms & conditions laid down in the document. Proposal should not contain any conditions other than the prescribed ones. The proposal, which deviates from these terms and conditions, shall be liable to be rejected.

17. The last date for receipt of the e limited tender is 14.00 Hrs.

18. **<u>Disqualifications:</u> Firms falling under any of the following conditions would be liable for disqualification.**

    a. The Firm or any partner thereof has been cautioned or any action has been taken against the Firm or any partner by ICMAI/ICAI/ICSI/Bar council/NFRA.

    b. Wilful misrepresentation of any fact in the Proposal.

    c. Any court case or arbitration relating to disciplinary case pending against the firm or any of its partners/ designated partner/ Directors.

    d. Any action/ disqualification taken by any Government Company / Govt. Body / Govt. Authority / State or Central Govt. relating to any ground.

    Further the Company reserves the right to cancel the contract at any stage if the firm falls under the conditions mentioned at 18(a to d) subsequent to its award of contract.

19. In this limited tender only those organisations / agencies / companies / consultants shall participate, who are included in the Panel D of Annexure I of the Notification No.: 190-F(Y) dated 19th January, 2022 issued by Finance Department, Govt of West Bengal (the Notification)

read with notification no.: 1179-F(Y) dated 6th March, 2024. Any participants apart from the participants mentioned in the above-mentioned part of the aforesaid notification shall be rejected without assigning any reason thereof. EMD value of the tender shall be Rs. 62,000/- and same has to be paid through online mode, as the mechanism stated in https://wbtenders.gov.in/.

20. Price Quotation shall be made separately for the activities mentioned in serial no.: A to C with their phases of the Scope of Work as stated in this document. However, selection of the participants shall be made on L1 basis, which shall be calculated on the total amount quoted, i.e., sum of amount quoted in serial no.: A to C of scope of work together with their phases. All amount should consist of GST and the L1 shall be evaluated on total amount including GST. No out of pocket expense shall be allowed or paid to the selected participants. Price reporting schedule is uploaded on the tender portal.

21. WBSETCL reserve the rights to terminate the work at any time after completion of any activities mentioned in the scope of work in the serial A to C and the payment shall be made in respect of the evaluated price assigned or quoted or accepted in respect of such work activities. *For instance: in ERM frame work there are two phases. After Phase I, WBSETCL may terminate the entire Letter of Awards (LOA) or part thereof, then only the amount quoted in respect of Phase I shall be paid to the selected participants.*

22. Selected L-1 bidders shall be required to furnish Contract Performance Guarantee (CPG) in form of Bank Guarantee (BG). The value of the BG shall be 10% of the value of the contract and the said BG shall remain valid till period of contract closure with a claim period of another one month. Such BG is required to submit within 80 days from the date of issuance contract.

23. WBSETCL reserves the right to include more conditions in the Letter of Awards.

24. Details scope of work is mentioned in page no.: 10 of the documents.

25. This limited tender is amongst the following 'Transaction Advisor.'

    a) PWC

    b) DELOITTE

    c) KPMG

    d) E&Y

    e) CRISIL

26. If the selected firm prematurely exist in the work, then no pro-rata payment shall be made to the participant.

27. Work Contract shall be termed as closure in accordance with conditions specified in the letter of award/ contract.

N.B 1.: Where the word firm appears in this document, it also includes Limited Liability Partnership (LLPs) and Company incorporated under Companies Act.

N.B 2 .: Applicable rule for procurement in vogue in the meeting shall be applicable to this limited tender.

DECLARATION / ACCEPTANCE

[on Non-Judicial stamp paper of Rs 10]

I.....S/o, Shri....., working as .....in..... (Name of the firm with address in full) hereby solemnly affirm and declare that I have been authorized by the firm to sign the RFP. I hereby declare and certify through the firm that I have carefully read and understood all the eligibility criteria, terms & conditions mentioned in this RFP and I shall abide by all the terms & conditions of the RFP document and hereby convey acceptance for the same.

I hereby affirm that the information/ documents furnished herewith are true and authentic to the best of my knowledge and belief.

I..... also affirm that the firm or any partner/employee/Director of the firm does not possess any disqualification as envisaged in the detailed terms & conditions of the tender.

(Signature of the authorised person with seal of the firm)

Name:

Designation:

Place:

Date:

Power of Attorney in favour of Signatory of the Bid

(To be executed on non-judicial stamp paper of Rs 10)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ... [insert the name of the Bidder] ..... a Company/Firm/LLP incorporated under the Companies Act, 1956 or 2013/Indian Partnership Act 1932/Limited Liability Partnership Act 2008 and having its registered office at ..... [insert address] and branch office..... (Hereinafter referred to as the Bidder) having been authorized by the Partners/Directors, inter alia, to execute contracts in the name of and for and on behalf of the Firm/LLP/Company. I ..... [insert name of the person giving the power of attorney] ..... presently holding the position of ..... (Insert designation of the person giving the power of attorney) .....in the Company/Firm/LLP do hereby constitute, appoint and authorize Shri..... (insert name, designation and residential address of the person to whom the power of attorney is being given) ..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against limited e-tender NIT. ..... floated by WBSETCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Firm/LLP/Company.

IN WITNESS whereof I, ... have executed these presents this the ..... day of .....at .....

.....
EXECUTANT
Designation.....

Name of Firm/LLP.....

.....
Specimen Signature of Attorney
Name.....
Designation.....

Signature of the Attorney Attested
.....
EXECUTANT
Name.....
Designation.....

Office Seal.....

N.B.: For Sole Proprietor, the word like Partnership/ Limited Liability partnership/company wherever it appears can suitably be modify without any changes in the content.

Scope of work

A. ESG FRAMEWORK

Detailed Scope items for ESG Roadmap

Following are the detailed ESG scope:

Phase - I

1. Defining ESG purpose
   - Thoroughly understand ESG gaps and identify most significant ESG issues that are material to the stakeholders and business operations. Align these material factors and ESG considerations with the broader goals of the company for integration in the overall business strategy.
2. Baselining
   - Implementing a robust ESG data collection mechanism to elevate data quality and enhance reliability through the use of Excel-based system tool, that ensures the availability of accurate information. This shall also serve the purpose of data assurance for future utilization in alignment with ESG standards, if being referred to.
3. Strategy and Roadmap
   - Crafting robust ESG policies, based on policy gap assessment that will reflect our commitment to environmental responsibility, social equity, and transparent governance, laying the foundation for sustainable operations
   - Meticulous development of a comprehensive plan aimed at steering the organization ensuring its commitment to sustainable practices.

Phase – II

4. Implementation
   - Implementing a robust ESG governance & implementation system to integrate ESG compliance requirements and monitoring through comprehensive ESG policies, KPIs such as GHG, waste, water, Health & Safety, D&I etc.

5. Reporting & communication
   - Enhance stakeholder communication through robust reporting (Integrated Reporting/GRI-based Reporting) and ESG Ratings (DJSI), implementing strategic measures to improve performance and positioning within the sustainability ecosystem.

B. ERM FRAMEWORK

Detailed Scope items for ERM Roadmap

Phase I -Current State Assessment, Risk Management Policy & Manual

- As-Is assessment of existing Risk management process and Risk Maturity Assessment.
- Understand the existing Risk governance structure.
- Evaluate the Risk assessment framework in line with regulatory requirements.
- Prepare a Risk Management Framework outlining Risk management organization, Risk Management Scales & Matrices, Roles & responsibility etc.
- Prepare a Risk Management Manual for end-to-end risk management process along with Risk Management calendar, process, periodicity, roles, reporting etc.

Phase II - Risk Identification Assessment & Mitigation

- Identification of Existing Business Risk Landscape with Inside out and Outside In approach
- Risk Identification of existing risk facing the organisation pertaining to Organisational Vision Mission & Strategies
- Prepare a Risk Universe for the Organization
- Conduct Risk Assessment for prioritizing Risk
- Prepare Risk heat map
- Prepare Risk mitigation plan with management for prioritised risk
- Provide Risk reporting dashboard
- Conduct Management Presentation, Handholding workshop and handover for total implementation of the same in the Company.

C. MSME Policy & Procedure Manual

Preparation of MSME policy & procedure manual outlining process and controls for identification and onboarding of MSME Vendor, monitoring of compliance with respect to timely payment and other reporting requirement, documentation, monitoring of overall MSME compliance and reporting mechanism. This should include:

- MSME policy framework at our organization to be approved by Board in line with Regulatory requirement.
- How to onboard MSME vendor, documents to be taken, master creation process with mandatory information.
- Process and controls to ensure monitoring of MSME vendor payments through system and ensure timely payments.
- Process to record reason for delays and intimation to vendor in line with regulatory requirements
- Periodic process to update the status of MSME vendor and comply with requirements as per MSME Act
- Process for reporting MSME non compliance if any in line with MSME Act & Rules.
- Provide require training for hand holding.

TENTATIVE TIME FRAME FOR COMPLETION OF THE ACTIVITIES SPECIFIED IN SCOPE OF WORK*

Sl. No.	Nature of Activity	Tentative Time Frame
1	ERM: Phase I & Phase II	Phase I – 4 months Phase II – 8 months
2	ESG	Serial No.: 1 to 3 (Phase I) – 4 months Serial No.: 4 to 5 (Phase II) - 6 months
3	MSME Policy	4 months

**Time frame may be changed after due consultation during pre bid meeting.*

Signature Not Verified
Digitally signed by VIRENDRA SINGH
Date: 2025.04.21 16:01:43 IST
Location: West Bengal-WB