

# OFFICE OF THE BOARD OF ADMINISTRATORS OF SANTIPUR MUNICIPALITY

(ESTD: 1853)

P.O.- SANTIPUR, DIST. - NADIA, PIN - 744404



Ref. No.- 03/04/2

Dated:05/01/2022

## Auction Notice

**Auction No: WBMAD/SM/SC/81(1<sup>ST</sup> call) 2021-22**

### **PREFACE:**

One Electric Crematorium is operated at Santipur Municipality within this district Nadia under control of Santipur Municipality and for smooth functioning as well as keeping the service of the Crematorium for the public, Santipur Municipality is willing to engage suitable Agency for Operation of the Cremation process and Maintenance of the Crematorium for a period of 12 months at present. The service of Operation & Maintenance is renewable for further suitable period(s) on successful rendering the satisfactory Service by the Operator end mutual agreement between Santipur Municipality & the Operator.

On behalf of the Chairperson, Board of Administrators, Santipur Municipality, a proposal is hereby invited by the undersigned from resourceful, experienced and interested Agencies/Persons (may herein after be called as Bidder/ auctioner /Quotationer/ Participant/Agency/Contractor/ Operator) for **OPERATION AND MAINTENANCE OF SANTIPUR ELECTRICALLY OPERATED CREMATORIUM.**

Out of the sum being collected from the bereaved family/party/companion of the deceased, being brought to Santipur Municipal Crematorium for funeral purpose, the Operator should deposit a sum i.e **FIXED RATE** fixed by Santipur Municipality for the purpose per dead body except COVID-19 body and Eye donated Body. A fresh auction has been invited for bonafide Bidder/auctioneer/Quotationer/Participant/Agency/Contractor/ Operator for Santipur Municipal Crematorium, Ward no. 24 for smooth hassle-free public service under Santipur Municipality as per format stated below. Auctioneer has to quote his rate in monthly basis as per format for the period of 12 months.

### **THE SCHEDULE**

Sl No	Name of the Service	Monthly Quoted Rate	Yearly Total Amount for 12 Months	Earnest Money
1	2	3	4	5
1.	Operation and maintenance of Santipur Electrically Operated Crematorium			Rs.20,000.00

### **ELIGIBILITY:**

Persons / Agencies / Companies having experience in the similar field of work under any Govt. Sector / PSU / Private Sector etc for a period of not less than 3 years may participate herein. Auctioneer has to submit PAN Card, Current IT Return, valid trade license, P.Tax, G.S.T. Certificate, Valid License of Electrical contractor, valid credentials having experience and technical acumen in Executing & successful Completion



of Crematorium related works during last Four financial years and Audit report of last financial year. Having annual turnover of at least Rs. 5.00 lakh or above.

### **Earnest Money:**

While submitting auction, all the Auctioneers should submit the original copy of the EMD in the form of bank draft in favour of Chairperson Santipur Municipality.

The auction document shall comprise of the respective price schedule of work along with the copies of UTR with necessary required documents as stated below shall be in an envelope which has to be sealed and marked lie the name of work with auction serial no & authorized address of the bidder in outer envelope which will be submitted by the bidder in the auction box to be kept at above mentioned place.

### **ISSUE OF BIDDING DOCUMENTS:**

No Bidding Document will be issued from this office.

The intending Participant should submit the Rate in his/her own letterhead, preferably typed.

The quoted rate, in sealed cover, may be submitted in the auction box in the office chamber of the undersigned at Santipur Municipality, on **14.01.2022** before 2.00 P.M. All the required documents (self attested), as noted later in this notice, need to be accompanied with the quotation.

### **DATE OF SUBMISSION OF BID:**

Date of submission of BID is on **14.01.2022** before 2.00P.M.

### **DATE OF OPENING OF BID:**

The Quotation, so received on **14.01.2022** before 2.00 P.M will be opened on **14.01.2022** before 2.30 P.M. in presence of the available Bidders.

### **ACCEPTANCE OF BID:**

The Highest rate submitted by the intending participants, may in general be accepted by Chairperson, Santipur Municipality on behalf of BOA Santipur Municipality, But acceptance of the Highest rate is not obligatory to Santipur Municipality and the undersigned reserves the right to accept or reject any one or all the Bids without assigning any reason whatsoever.

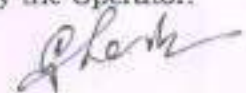
The successful auctioneer (hereinafter may be called as the Bidder/Auctioneer/ Quotationer/ Participant/ Agency/ Contractor/ Operator) should execute an agreement with Santipur Municipality on requisite forms etc and NJ Stamp within 7 days from the date of issue of the work Order.

### **SCOPE OF THE "OPERATION AND MAINTENANCE" SERVICE:**

Below described activities will come under the perview of "OPERATION AND MAINTENANCE" of Electrically Operated Crematorium at Santipur Municipal Crematorium. The Successful Auctioneer (may hereinafter be called as the OPERATOR/ AGENCY/ CONTRACTOR / BIDDER / AUCTIONER / QUOTATIONER / PARTICIPANT) should obey and maintain the activities and follow the directions as contained herein and the orders and circulars issued by the Chairperson, Santipur Municipality.

That the Operator may collect cremation charges from the bereaved family/party an amount not **more than the amount equal to sum of Offered Rate & Fixed Rate per dead body** after making proper entry in the concerned register as provided by the Santipur Municipality. A receipt in this regard shall be issued to the Payee/ Party concerned and a copy of the same should be given to the Santipur Municipality for record. Final approved monthly highest rate (finalized after completion the bidding system) should be deposited to Santipur Municipality after every month.

The electricity charges/bills should be paid by the Operator regularly and the photocopies of electric bill along with the payment receipt should be submitted to Santipur Municipality immediately thereafter for record. The Operator shall, at their own cost, barrage and pay for diesel as may be required for running the generator. And, charges towards maintenance of the Generator should be borne by the Operator.





That the Operator should be *responsible for proper upkeep* of the crematorium and its surroundings. The Mourners Waiting Halt, Furnace area, stair area, toilets & bathrooms, Pollution Control Unit, Generator Room, Crematorium premises and the adjacent areas of the crematorium compound must be kept clean & hygienic by the Operator. **Agency must collect the ash from the furnace & clear the same properly on dally basis and also give special emphasis in operation of blower. The toilets, bathrooms & urinals must be kept clean round the clock by using appropriate disinfectant materials / cleaning agents. Floors of the crematorium must be swept and mopped at least twice a day, and as often as may be required to be kept them absolutely clean. The walls of the crematorium must be kept free of cobwebs and dirt. The agency shall also be responsible for taking proper care of saplings planted at the crematorium.**

That the Operator shall take such step as deems necessary for proper running of the crematorium and its various equipments. If any minor defect to the Crematorium be noticed, the same must immediately be repaired and the crematorium should be made free from defects by the Operator with 24 hrs.

That the Operator shall be responsible for proper security of the crematorium premises and all its equipments round the clock, none except the staff engaged by the Operator, members of the party accompanying the dead-body and the officials and members of the Santipur Municipality shall be allowed to enter inside the crematorium premises at any time.

The Operator will deploy / engage required technicians, Electricians, Sweepers, other stuff, Security personnel etc required for running the Crematorium as well as for providing the service of OPERATION AND MAINTENANCE. The Operator should arrange for deployment of sufficient no. of Electrical & mechanical Engineers/experts, experienced and well conversant in operating of electrically operated Crematorium. And, all the charges and costs required therein should be borne by the Operator. No liability whatsoever shall be borne by the Santipur Municipality in respect of appointment / regularization/continuation of service of the employees instated/deployed/engaged by the agency for the purpose.

That all the activities required for making the crematorium as well as the cremation operation running interrupted should be taken by the Operator. And, any approval required from Santipur Municipality may be sought for well in advance.

The agency should send one competent staff with all relevant records at Santipur Municipality on first week of each month for submission & verification of records.

That the agency shall not make any other collection from anybody whatsoever in excess of the final rate. In case of any excess collection record is found by Santipur Municipality, this agreement will be cancelled accordingly.

Before execution of Agreement, Performance Security equals to an amount of Rs. 2,00,000/- (Rupees Two Lakh Only) only (in form of DD/BC/TDR on any Nationalised Bank, in favour of Chairperson, Santipur Municipality) need to be deposited to Santipur Municipality by The Operator, which will be refunded after completion of the contract period if the contract is not renewed.

That this Contract shall remain effective up to 12 months.



*[Handwritten signature]*



## TERMS AND CONDITIONS:

If the date of opening falls in holiday, the auction will be opened on the next working day at the same time and venue.

The contract will not attract any arbitration clauses.

Before submission of the auction the intending Bidder must visit the site to judge the local condition from corners and no complain about the site will be entertained afterwards. It will be presumed that the agency offered the auction rate after review of entire position of the work site. It should be done at their own cost.

The successful auctioneer will have to abide by the provisions of West Bengal Contract Labour Rules, 1972 as will be forced from time to time. If no labour license is obtained and produced by the contractor, payment is liable to get withheld.

Incomplete auction documents will be rejected accordingly.

Before submission of Bid, intending Bidders should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the work in all respect and no claim whatsoever will be entertained on this account afterwards.

This notice shall form part of terms & conditions of Contract and shall be treated as part of the contract data which the Operator is bound to abide by.

The Contractor is liable to execute the whole work as per direction and instruction of the Engineer, UIE, AMRUT-Santipur Municipality, Nadia.

## SPECIAL TERMS AND CONDITIONS:

### 1. Termination

- 1.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 1.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following.
  - i. If the Operator collects an amount more than that fixed by Santipur Municipality from the bereaved family/ party as the Funeral Charges per dead body.
  - ii. If the Operator or any of the staff, deployed by the Operator for operating the crematorium, mishandles or causes any damage to any machinery or any equipment and the crematorium.
  - iii. If the Operator fails to recover/repair any defect caused by the Operator or staff of the Operator due to mishandling the machinery / equipment within 24 hours or a period as approved by Santipur Municipality.
  - iv. If the Operator stops the cremation work for more than 1 day without any proper or acceptable reason and the stoppage has not been authorized by Santipur Municipality.
  - v. The Operator is declared as bankrupt or goes in-to liquidation other than for approved reconstruction or amalgamation.
  - vi. If the employer gives notice that failure to correct a particular defect within the time as specified by Santipur Municipality is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by Santipur Municipality.



*Sharma*



vii. If the Operator does not maintain a Security, which is required;

viii. If the Operator fails to provide insurance cover as required due to personal injury or death of the employee deputed in the work.

ix. If the Operator fails to repair the damages, of small nature, caused to any equipment which interrupts the cremation service within 1 day.

x. If the operator, in the judgement of the Employer, is engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

xi. Any other fundamental breaches as specified in the Contract Data.

xii. A show cause notice shall be served to the Operator before termination for not obeying the contract.

1.3 Not with standing the above, the Employer may terminate the Contract for convenience.

## 2. EARNEST MONEY AND SECURITY DEPOSIT

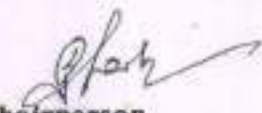
If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Earnest Money and the Performance Security will immediately be forfeited and deposited to the account of Santipur Municipality.

## 3. RENEWAL OF CONTRACT

On rendering of successful service towards Operation & Maintenance of the Crematorium uninterruptedly throughout the initial contract period of 12 months, the service is renewable for another suitable period on mutual agreement between the Operator and Santipur Municipality.

The undersigned reserves the right to add, alter, amend any or all the conditions as laid in this notice and also reserve the right of cancelling this notice at any time without assigning any reason.



  
Chairperson  
Santipur Municipality  
Board of Administrators  
SANTIPUR MUNICIPALITY


Memo no:03(8)/4/2

Dated: 05.01.2022

Copy forwarded to :

1. The District Magistrate, Nadia.
2. The Sub-Divisional Officer, Ranaghat Sub-Division, Nadia.
3. The Superintending Engineer, (East Circle), M.E.Dte.AB-30/1, Prafulla Kanan (West), Krishnapur, Baguiati, Kolkata-700101.
4. The Executive Engineer, Nadia Division, ME Dte. 15 D.L. Roy Road, Krishanagar, Nadia.
5. The Executive Officer, Santipur Municipality.
6. The Finance Officer, Santipur Municipality.
7. The IT Coordinator for uploading the notice in the Santipur Municipality Web site.
8. Office Notice Board.



  
Chairperson,  
Board of Administrators  
SANTIPUR MUNICIPALITY  
Chairperson  
Santipur Municipality