

भारत सरकार

GOVERNMENT OF INDIA

रेल मंत्रालय

MINISTRY OF RAILWAYS

चित्तरंजन रेलइंजन कारखाना

चित्तरंजन

CHITTARANJAN LOCOMOTIVE WORKS

CHITTARANJAN

Estate Office under Dy. General Manager

E-TENDER NOTICE No. EO-EC-23

E-Tender is invited for operation of electric crematorium at Burning Ghat at Railway township/colony under Chittaranjan Locomotive Works for a period of 01 (one) year.

TENDER NOTICE No. EO-EC-23

Dy. General Manager, Chittaranjan Locomotive Works/ Chittaranjan, on behalf of the President of India, invites e-tender(s) for operation of electric crematorium at Burning Ghat at Chittaranjan township under Chittaranjan Locomotive Works, **for a period of 01 (one) year** from intended individual or sole-proprietor firm or company incorporated under the companies Act 2013.

1. BRIEF OF WORKS:

1.1. Chittaranjan Locomotive Works, has its own electric crematorium unit, having 02 (two) nos. of separate furnaces indoor type crematorium at Burning Ghat at Chittaranjan township, intends to grant license to suitable bidder for operation and daily maintenance of said unit excluding maintenance of furnaces which is covered under warranty for contract period by the manufacturer. The successful bidder/ awardee shall arrange for regular cleaning of said crematorium premises including all fixtures and equipment provided therein and also ensure watchman/ chowkidars for security of premises and all property under his/her custody. The successful bidder/ awardee will make available round the clock services with the help of dom and trained operators handling electrical equipment to cremate dead bodies brought therein timely on production of Cause of death certificate from a medical practitioner. He/She shall keep records of all such certificates collected by him and shall arrange to send timely to the Registrar Office/ Public health officer or produce all such records on demand to administration.

1.2. Necessary electricity and water as required will be provided by this administration without any cost. The successful bidder shall collect charges as per Tariff from the party.

1.3. TARIFF:

SI No	Description of fee	Charges
1.	Cremation fee	Rs 1000/- (Rs One Thousand only) per cremation
2.	Bamboo stretchers, whom it requires.	Rs 150/- (Rupees One hundred fifty only)

Note: Total billed amount shouldn't exceed Rs 1150/- (Rupees One thousand and one hundred fifty only). Fee collected against bamboo stretchers shall be lied with Successful bidder

2. SCHEDULE OF WORKS:

2.1. **Name and period of work:** Operation of electric crematorium at Burning Ghat at Chittaranjan township for **01 (one) year**.

Description of work	Approx.quantity	Unit	Rates
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Cremation of dead bodies in electric crematorium	550(*)	Nos.	Rs. 440/- (Rupees Four Hundred forty only)
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Note: The quantities shown in above Schedule are indicative only and are as a guide to give the tenderer(s) an idea of the quantum of work involved. The Railway reserves the right to quantities given above. Nos. of dead bodies to be cremated may vary.

2.2. For any assistance required, the office of Dy.GM/CLW/CRJ may be contacted on any working day. Please visit our Railway website i.e. www.clw.indianrailways.gov.in and ireps site www.ireps.gov.in for any update, information, corrigendum etc.

3. ELIGIBILITY CRITERIA:

3.1. The bidder should be either an individual or sole-proprietor firm or company incorporated under the Companies Act 2013.

3.2. The bidder shall furnish a self-attested copy of Government approved Identity proof in case of individual or sole-proprietor firm or registration proof in case for a company.

3.3. The bidder should have experience in operation of similar electric crematorium.

4. EVALUATION CRITERIA:

Lowest bidder (L-1) among the eligible offers will be awarded the contract. Whenever, equal offers are received, selection will be decided by considering financial capacity.

5. GENERAL CONDITIONS

5.1. The contractor shall manage, maintain, have the custody of and be responsible for operation and proper upkeep of the said Electric crematorium premises at Chittaranjan consisting of the 02 nos. furnace with electric supply connection, electrical fittings, water supply connection and other equipment more fully described in hereunder written and pathways.

5.2. That the Contractor be responsible for the safe custody of all the property mentioned in Clause 5.1 above and all other property that may hereafter be handed over to him and shall return the said properties back to the Administration on the expiry the terms of contractor in the same condition as it was handed over to him; normal wear and tear expected.

5.3. The Contractor will not be commit or cause to be done or committed any matter or thing to the prejudice or injure of the said Electric crematorium thereon any

part thereof any fittings fixtures and appliances therein and will pay for the damage for injury caused by the contractor or his agents or by persons permitted by him to enter in the said Electric crematorium and will pay the cost of repair and reinstatement of such damage within one month from the date of presentation of a Bill signed, by the said officer to the Contractor for such cost of repairs and reinstatement as aforesaid.

- 5.4.** The contractor shall not cause any addition and/or alteration to be made to the said premises/ building on the said Electric crematorium or cause any structure to be erected on the premises/ land of the said Electric crematorium and shall not use or permit the premises of the said Electric crematorium or any part thereof to be used for any purpose other than the cremation of dead bodies.
- 5.5.** That the contractor shall not transfer, sublet, assign or forthwith any of the rights and privileges conferred on him through and an account of this contract agreement. In the event of the contractor transferring, subletting or assigning or parting with such privileges, the agreement shall automatically terminate.
- 5.6.** In the event of the contractor committing a breach of any of the terms herein content or is his services are considered unsatisfactory (as to which the decision of the said officer shall be final) or if the said contractor be adjudged insolvent or if a receiver is appointed of any of his properties and assets, its shall be lawful for the said officers to terminate this presents and to take possession of the said Electric crematorium and the accessories thereon as if there right of action or remedy of the Admn. in respect of any antecedent breach of any of the agreement by the contractor herein contained.
- 5.7.** The contractor shall arrange to keep sufficient stock of bamboo stretchers at the Electric crematorium and offer selling it to persons coming to the Electric crematorium for burning of Dead bodies. The stretchers shall be of proper size suitable for directly using on the cremation.
- 5.8.** The contractor shall maintain a book in the said Electric crematorium where the persons who may use the said Electric crematorium shall be entitled to register their complaint, if any relaying to the management of the said Electric crematorium and keep the same open for inspection by the said officer of any persons authorized by him in that behalf.
- 5.9.** That contractor shall at all time keep the Administration and the officers and servants or Government indemnified against, and shall reimburse to the Administration all claims, demands suits losses, damages, costs, charges and expenses whatsoever which the Administration may sustain or incur by reason or in consequence of any damage to any Government property or of any injury to

any person or to any Govt. property of an outsider resulting directly from the aforesaid contracts.

- 5.10. Any notice hereunder shall be deemed duly served on the contractor if delivered or sent by registered post to the address of the contractor mentioned in this agreement.
- 5.11. The contractor shall pay costs incidental to the preparation, stamping, execution and registration of this Agreement.
- 5.12. **Security:** The successful bidder will be responsible for the safe custody of all property of the said crematorium and to be handed over to the Administration on the expiry of the contract. The successful bidder shall engage 24x7 chowkidars/guards. In case of theft/ missing to be reported within 24 hours to administration or local police station.
- 5.13. **Maintenance of furnaces:** Maintenance and repairing of furnaces will be taken care of by this Administration. Any failure of the furnaces during operation to be immediately notified to the Administration. However, successful bidder should take due care in dealing with the operation of furnaces.
- 5.14. **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

6. SPECIAL CONDITIONS:

- 6.1. The contractor will have to provide a whole time staff adequately for ensuring Cleaning, Watchman, Operator at his own cost for rendering work, service as are normally required in connection with the cremation of dead bodies as and when brought to the crematorium, immediately.
- 6.2. The Contractors shall keep the Electric crematorium premises and its surroundings and the equipment, fixtures thereon provided by the Administration in a clean tidy and the sanitary condition to the satisfaction of the Dy. General Manager, Chittaranjan Locomotive Works or any person performing the duties of the officer (hereinafter referred to as the "said officer "). The Administration shall

arrange at its own cost the white/colour washing and other petty repairs to structures and electrical and water supply equipment, roads and pathways of the said Electric crematorium thereon according to the normal maintenance practice of the Estate of Chittaranjan Locomotive Works.

- 6.3.** The contractor shall keep the Electric crematorium premises and pathways of the said Electric crematorium free from Jungle, Ash and Rubbish and in a clean and sanitary condition to the satisfaction of the said officers. The contractor will not use or permit the said Electric crematorium and premises handed over to the contractor to be used for any purpose other than those connected with cremation of dead bodies provided that the Building premises from may be used for the storage of materials that are required in connection with the Burning Ghat service and for the accommodation of the Chowkidar and the cleaners (Dom). In the event of the contractor's failure to keep the said Electric crematorium and pathways of the said Electric crematorium in a clean and Sanitary condition to the satisfaction of the said officers, the said officers shall be entitled to issue a written notice to the contractor taking upon him to carry out the necessary work within 24 Hrs. from the services of the such notices and in default thereof to have the said work done at the sole risk and liability of the contractor and the contractor should make good forthwith on demand the expenses so incurred. The certificate of the said officer as to expenses incurred for such work shall be final and bindings on the parties.
- 6.4.** The contractor shall arrange to keep a record at the Electric crematorium according to the proforma approved by said officer and intimate to him. The contractor shall arrange to submit to such officer such statements and returns as directed by the said office from time to time. The contractor shall at all times during the said term maintain all the records at the Electric crematorium and keep them open for inspection of the said officer or any person duly authorized by him on that behalf. The contractor shall not allow the cremation of any dead body in the said Electric crematorium unless and until a death certificate from a medical practitioner practicing inside the Chittaranjan Township is produced to him and the contractor shall keep records of all the Death Certificates collected by him. The contractor shall on determination of the agreement hand over and/or deliver all the initial records, in original to the said officer. The contractor shall prepare such records during the currency of the agreement and shall not mutilate or destroy the same in any manner.
- 6.5.** At any time when a dead body is brought for burning, the contractor shall provide a cleaner (DOM) for rendering such services as are normally required in connection with the cremation.
- 6.6.** The contractor must keep his man on duty at Electric crematorium day and night and a person should keep a register for entering information of the dead body.

- 6.7. The register maintained at Electric crematorium should be sent every week to the Registrar office/Public health officer by the contractor for copying necessary information from the register.

7. INSTRUCTION TO TENDERERS:

- 7.1. **e-Tender submission:** Read all the terms and conditions mentioned in tender documents and ireps site carefully, before submission of tender/ bid. Conditional Tender will be summarily rejected. Tenderers should invariably sign and submit on all the pages of the offers.

- 7.2. The bidder must submit specific form (Annexure-A), Document Verification Certificate, and documents in support of experience and documents mentioned in para 3.2.

7.3. Payment Terms:

- 7.3.1. **Earnest Money Deposit:** The bidder has to pay Earnest Money Deposit of Rs. 10,000/- (Rs. Ten thousand only) available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Offer/ bid submitted without EMD will not be considered. For unsuccessful bidders, EMD will be refunded after finalization of contract. No interest shall be payable on EMD.

- 7.3.2. **Reserve Price:** Revenue share model @ 56:44 of cremation fee (56% with CLW administration and 44% with bidder).

- 7.3.3. **Successful bidder has to deposit amount @ Cremation fee (Rs. 1000/- per cremation) minus offered bid rate, to CLW administration** on a regular interval of 15 days or as directed by this administration.

Illustration:

i. Say Offered bid is 5% above **Schedule Rate (Rs. 440/-)**. Rs. 462/- per cremation will be kept with the successful bidder and Rs. 538/- per Cremation to be deposited in CLW Administration.

ii. Say Offered bid is 5% below **Schedule Rate (Rs. 440/-)**. Rs. 418/- per cremation will be kept with the successful bidder and Rs.582/- per cremation to be deposited in CLW Administration.

- 7.3.4. **Security Deposit:** The Security Deposit (SD) amount is equivalent to the sum of Rs. 51,000/- (Rupees Fifty one thousand only). The EMD money deposited will be adjusted to the SD amount. **The successful bidder shall deposit a balance amount equivalent to Rs. 41,000/- (Rupees Forty one thousand only).** This amount should be paid in the form of

Banker's cheque/ Demand Draft to be drawn in favour FA&CAO/CLW/Chittaranjan, payable at Chittaranjan. No interest will be allowed on the security deposit.

7.3.5. **Other charges:** The stamp duty, registration charges and other costs and expenses, if any, shall be borne by the successful bidder.

7.3.6. **Electricity and water:** No charges will be payable by the contractor for electricity consumed and water supplied to the said premises. Major electrical and civil works, if any, on the crematorium premises will be carried out by CLW Administration.

7.4. Other Instructions:

7.4.1. If a tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender as cancelled. If a Partner of the firm expires after submission of their tender or after acceptance of their tender the Railway shall deem such Tender as cancelled unless the Firm retains its character.

8. TERMINATION AND PENAL CHARGES

8.1. Termination of the contract:

8.1.1. Railway Administration may terminate the agreement/contract for non-compliance of any of the conditions in this schedule / agreement duly forfeiting the security deposit.

8.1.2. The contract may be terminated in the event of non-commencement of operations within 60 days from the date of issuing of letter of acceptance (LOA) or work order; non-payment of license fee & other charges; unsatisfactory service, duly forfeiting the SD and any advance fees paid.

8.1.3. The Railway Administration reserves the right to cancel the license at any time on giving a 30 days' notice in writing of its intention to do so and the successful bidder should vacate the premises on expiry of the notice period.

8.2. Fine / Penal charges:

8.2.1. The contractor shall be liable to pay fine up to a sum of Rs. 1,000/- (Rupees One Thousand only), imposed at the discretion of the Railway Administration, for each misconduct or breach of provisions of this agreement on the part of the successful bidder or any of its agents, servants, workmen to observe or perform any of the terms and conditions of the agreement.

- 8.2.2. The Dy. GM/ Estate Officer, Chittaranjan Locomotive Works/ Chittaranjan shall be the controlling authority in this respect and his decision in the matter shall be final and binding on the contractor. The Administration shall be free to realize such fines from the dues of the contractor as per clause of this agreement. In the event of non-payment of fine, it shall be deducted from security deposit and the balance amount of Security Deposit will be refunded to him on satisfactory fulfillment of contract.
- 8.2.3. In case of delay in removal of inventories, vacation of aforesaid premises, beyond 15 days, an amount of not less than Rs. 500/- per day will be imposed.

9. OTHER CONDITIONS:

9.1. GCC: Notwithstanding any of the clauses of the above, the contract shall be governed by the provisions of the General Conditions of contract up to date with advanced correction slips.

9.2. Arbitration & Reconciliation:

- 9.2.1. Any dispute with regard to the difference or claim arising out of this agreement shall be referred to a sole arbitrator who shall be appointed by the General Manager, Chittaranjan Locomotive Works/Chittaranjan. The arbitrator to be appointed shall not be the one who had an opportunity to deal with the matter to which the contract relates. In the event of the arbitrator dying, neglecting or refusing to act or resigns or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the General Manager, Chittaranjan Locomotive Works/Chittaranjan, including the in-charge General Manager, to appoint another arbitrator in his place. The venue of all arbitration proceedings shall be Chittaranjan.
- 9.2.2. The existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by parties of their respective obligations pursuant to this agreement. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money, for any period till the date on which the award is made. The provisions of Arbitration and Conciliation Act 1996 read with Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to the arbitration proceedings.

9.3. Force majeure:

- 9.3.1. If any time, during the contractual period, the performance in whole or in part by either party of the obligation under the agreement is prevented or

delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, quarantine restrictions, strikes, lockouts or acts of God, or such eventualities which are beyond the control of the party, hereinafter referred as events and provided notice of happenings of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance and deliveries under the contract shall be resumed as soon as practicable after such events as they come to an end or ceased to exist.

- 9.3.2. Safety aspects in work places have to be followed as per relevant standards & codes. Any accident or damage to death, injury or penalty on account of violation of any law will be treated as negligence & it is purely the responsibility of the contractor. The administration will not be responsible for any accidents or damages to death, injury, violation/ non compliance. Safety of all the staff under contract is the sole responsibility of the contractor. If Rly. is made to incur any loss or expenditure on account of any violation of law or negligence on the part of the contractor, the same will be made good by the contractor and the Railway will be entitled to take any legal action for recovery.
- 9.3.3. The administration will not be responsible for death, accident or injury to the Contractor's employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep the administration indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipments etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor.

ANNEXURE A

**e-TENDER FOR OPERATION OF ELECTRIC CREMATORIUM AT BURNING GHAT AT
RAILWAY TOWNSHIP / COLONY UNDER CHITTARANJAN LOCOMOTIVE WORKS**

To
The President of India,
Through the Dy. General Manager,
Chittaranjan Locomotive Works, P.O. Chittaranjan,
Dist. Paschim Bardhaman, PIN 713331

I / we have perused all terms and conditions laid down in e-tender no. EO-EC-23 date 30.03.2023 have understood and hereby agree to abide by the said conditions. I / We visited the electric crematorium site mentioned in the tender document.

Individual/ Firm's Name	
Present address	
Financial capacity	
Contact No.	
Court case with this Admn if any documents to be furnished	
Experience if any documents to be furnished	

Documents to be submitted along with the offer:

<ul style="list-style-type: none">As indicated in para 3.2 and para 7.2, address proof
<ul style="list-style-type: none">Supporting documents for court cases, experience or GSTIN, if any.

SELF DECLARATION

I declare that the particulars furnished above are true and correct to the best of my knowledge and belief. I have read all instructions of the CLW administration regarding tendering for operation of electric crematorium at Railway township/ colony under Chittaranjan Locomotive Works and hereby undertake to abide by them.

Place:

(Signature of the bidder)