

North Western Railway

Headquarters office
Jaipur

No. C. 331/0 /Pay & Use Toilets Policy/ 2015

Date: 24.06.2016

Divisional Railway Manager,
Ajmer, Bikaner, Jaipur & Jodhpur

Sub: Review of Policy on 'Pay & Use' Toilets
Ref: Railway Board's letter No. 2013/TG-IV/16/SAN/43/Pol.CL
Dated 30.06.2015

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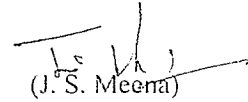
In compliance to Railway Board's instructions contained in above referred letter, the existing policy on 'Pay & Use' Toilets have been reviewed and guidelines to be followed on the subject matter are enclosed herewith.

It is desired that action may be taken accordingly under intimation to all concerned.

This issues with the concurrence of the Headquarter Finance and approval of General Manager of this Railway.

Kindly acknowledge receipt of the letter.

Encl- Policy Guidelines with Annexure (24 Pages)


(J. S. Meena)

Chief Commercial Manager

Copy to: - 1. Sr. Divisional Commercial Managers- Ajmer, Bikaner, Jaipur & Jodhpur
2. Sr. Divisional Account Officer - Ajmer, Bikaner, Jaipur & Jodhpur
3. Finance Advisor & Chief Accounts Officer - NWR
3. Executive Director Passenger Marketing - Railway Board.

POLICY FOR 'PAY & USE' TOILETS

1. BROAD GUIDELINES FOR DIVISIONS-

The stations of Indian Railways have been classified into 7 categories viz. A-1, A, B, C, D, E & F.

1.1 GENERAL:

- 1.1.1 Public toilets (**Deluxe or Normal**) may be constructed and maintained at railway stations with the participation of the private sector on 'Build, Operate and Transfer' (BOT) basis, through open tender (single packet) system. These toilets shall be constructed by interested firms at their own cost, as per the norms of Railways and shall be operated and maintained by them on 'Pay and Use' basis.
- 1.1.2 However, **Normal** 'Pay & Use' Toilets may be entrusted to outside agencies on Renovate, Operate, Maintain and Transfer (ROMT) basis or on Operation and Maintenance (O&M) basis only, subject to Para 1.2.4 below. An open tender single packet system is to be followed in all cases, subject to Para 1.1.18.
- 1.1.3 In case of **Deluxe** toilets which were constructed and maintained on BOT basis as per the initial policy circular of the year 2000, or are subsequently constructed under this policy on BOT basis, and later handed over to Railways after the completion of the period of concession, contracts can be awarded for their Operation and Maintenance (O&M) through single packet open tender. Approval of ADRM/DRM in pursuance of Para 1.2.4 is not required in such cases.
- 1.1.4 It is advisable to club stations of similar category in a single bid to obtain services from established entities in the segment. If adequate response is not forthcoming for a particular category as a whole or for any individual station in that category, individual stations may be separately bid out.
- 1.1.5 **BOT Plans:** (1) **Deluxe Toilets:** The successful bidder on BOT basis shall construct structurally sound and aesthetically appealing building complex as per plans submitted to and approved by Railways. Approval of the Engineering Department should be taken for the plans. (2) **Normal Toilets:** The plans shall be prepared by Engineering Department and incorporated into the Tender Document by the Commercial Department. The successful bidder shall construct a structurally sound and aesthetically appealing building accordingly.
In both cases, the successful bidder will be required to run/maintain the facility in good condition round the clock.
- 1.1.6 Interested bidders (for BOT scheme) may be asked to submit their plan/drawings/design of the proposed toilet block, attractive building elevation of the complex showing the details of plan, its specifications and pattern of advertisements along with dimensions of the proposed toilet blocks. The bidders may also be advised to inspect the proposed sites and its surrounding and satisfy themselves before submitting the bids.

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- 1.1.7 Rights for advertisement through glow signboards may be permitted on the interior and exterior walls (maximum of 75%) of the building of Toilet Complexes built on BOT basis or renovated on ROMT basis, but mounted hoardings on roof would not be permitted. The approximate advertising area actually applicable for the Service Provider's use should be mentioned in the particular tender, after consultation with the Engineering Department. However, a suitable clause shall have to be specifically included in contract agreements where advertising rights are permitted, failing which it shall be regarded that no advertising rights have been granted by the Railways. In case such a clause is not included in the contract agreement, the Railways shall retain the right to utilise the entire advertising space generated by the construction of the facility, at their sole discretion.
- 1.1.8 Advertisement rights shall not be granted in Operate & Maintain (O&M) Contracts, except those O&M contracts for Deluxe Toilets which are granted under Para 1.1.3. In all other O&M contracts, advertisement rights shall be retained by the Railways.
- 1.1.9 Deluxe Toilets should be provided in the circulating areas of A-1, A & B category of stations with value added services.
- 1.1.10 Normal 'Pay and Use' toilets should be available at platforms of A-1, A and B category stations at one end.
- 1.1.11 At all suburban stations, i.e., C category stations, normal toilets at appropriate places in sufficient numbers should be available since MEMU/DMU/EMU do not have toilets.
- 1.1.12 The type of toilet required, i.e., Deluxe or Normal, can be decided by the divisions keeping in view local factors, justification, response to previous contracts etc.
- 1.1.13 At D, E and F type of stations also, an adequate number of 'Pay & Use' toilets should be available at appropriate locations.
- 1.1.14 However, where 'Pay and Use' toilets are not feasible or there is no proper response to tenders, the divisions are at liberty to continue with maintaining toilets in-house by deploying railway staff.
- 1.1.15 At smaller 'D' and 'E' category of stations, Railways may construct Toilet Units and award contracts for their Operation and Maintenance as per Para 1.1.2. If the situation warrants that the 'Pay & Use' model is not workable at such stations, the services may be provided free to passengers and the bidders may quote the amount to be paid to them by the Railways. The amount payable to the service provider should not exceed Rs.2500/- per month per station. Any revision of this limit would require the concurrence of FA&CAO/T.
- 1.1.16 At all stations, proper maintenance including cleanliness of the toilets should be given the highest priority.
- 1.1.17 The level of cleanliness to be maintained should be **clearly defined in the Scope of Work** as specified in the tender and should be verifiable. Furthermore, a system of schedule of daily cleaning and monitoring should be displayed in the toilets or effective supervision. The requirement of cleaning

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material, maintenance staff manning the facility etc. would depend on the outcome defined, i.e., level of cleanliness.

- 1.1.18 **Open Tenders should be the norm** and every care should be exercised to ensure floating of tenders well in advance of the expiry of the previous one. However, in cases of urgency where tenders are not finalised due to lack of response or other exigencies and the facility cannot be managed departmentally in the interim period, quotations for a period of 06 (SIX) months can be called for on reasons to be recorded in writing, and with the concurrence of Associate Finance. **No extension should be allowed.**
- 1.1.19 The process of fresh tendering should be generally initiated 5 months before the expiry of existing contracts, so that there is no time gap between the expiry of an existing contract and the commencement of the new one.
- 1.1.20 Each tender should be given a unique ID with serial number. Subsequent tenders should not be given the same number as a previous contract.
- 1.1.21 The Contract Agreement should be standardised and executed on non-judicial stamp paper of requisite value.
- 1.1.22 The realization of DDS and the genuineness of bank instruments should be ensured before the TC is convened.
- 1.1.23 Lump sum Electricity Charges in case separate meter is not provided shall be determined in consultation with the Sr.DEE, while Lump sum Water Charges in similar cases shall be determined in consultation with the Sr.DEN.
- 1.1.24 The contract agreement to be signed pursuant to tender finalisation shall be vetted by Associate Finance. It may be ensured that a copy of the signed contract agreement is available both with Associate Finance and with the concerned station authorities who will be responsible for day to day monitoring of the contract.

1.2 SITE SELECTION FOR NEW TOILETS/ USAGE OF EXISTING TOILETS:

- 1.2.1 **Deluxe Toilets:** A team of supervisors from Commercial and Engineering departments should quickly identify the location in the circulating area, preferably road facing, where Deluxe Toilets can be constructed. Easy accessibility to rail users should be kept in mind while selecting the site. The location should be such that it does not impede the circulating area traffic flow and also does not block or disfigure the main frontage of the station building. The exit direction of air flow from exhaust fans should also be kept in mind so that the same is kept away from passengers on the platform as far as possible. The area to be allotted may be worked out depending on the existing conditions at the site, e.g., availability of land, number of anticipated users, type of amenities to be provided etc. and the same may be clearly identified & defined and incorporated in the Tender Document as part of the Instructions to Bidders (Para 6 below.)
- 1.2.2 **Normal 'Pay & Use' Toilets on BOT basis:** These shall be constructed on BOT basis at all C, D and E category stations and on platforms of A-1, A and B category of stations where adequate number of toilets have not been

provided. Principles of Site Selection in such cases would be the same as for Deluxe Toilets as described above.

- 1.2.3 **Normal 'Pay & Use' Toilets on ROMT basis:** The renovation and maintenance of existing toilets at these locations may be done through public-private partnership and entrusted to outside agencies on Renovate, Operate, Maintain and Transfer (ROMT) basis.
- 1.2.4 **Normal 'Pay & Use' Toilets on O&M basis:** However, if response to ROMT is poor and the condition of the existing toilets is satisfactory, the Railway may entrust them to outside agencies for Operation and Maintenance only with the specific approval of DRM/ADRM, after concurrence from associate finance.
- 1.3 **LICENCE FEES:** The successful bidder shall pay annual licence fees in advance to the Railways as quoted by him in the financial bid or as negotiated with him during the bid evaluation process, subject to the Minimum Licence Fees and the Reserve Price prescribed.
- 1.4 **MINIMUM LICENCE FEES (MLF):**
 - 1.4.1 **Deluxe Toilets:**
Where a contract is to be given for newly built toilets, Minimum Licence Fees of Rs.20,000 per month will be levied for A-1 and A categories of stations, Rs.15,000/- per month for 'B' category of stations, Rs.10,000/- per month for 'D' category of stations and Rs.5,000/- per month for 'E' category stations. The minimum License Fees shall be subject to review and revision with concurrence of FA&CAO/T after every three years of the date of issue of this policy. The revised Minimum License Fees should be incorporated into tender documents which have not been published at the time of issue of revised rates. In case some tenders have been floated but the last date of submission of bid is subsequent to date of issue of revised rates, a corrigendum to the Tender Notice and Tender Document should be issued to include revised rates by extending the last date of bid submission.
 - 1.4.2 **Normal Toilets:**
Where a contract is to be given for newly built toilets, Minimum Licence Fees of Rs.10,000 per month will be levied for A-1 and A categories of stations, Rs. 7,500/- per month for 'B' category of stations, Rs.5000/- per month for 'D' category of stations and Rs.2,000/- per month for 'E' category stations. The Minimum License Fees shall be subject to review and revision with concurrence of FA&CAO/T after every three years of the date of issue of this policy. The revised Minimum License Fees should be incorporated into tender documents which have not been published at the time of issue of revised rates. In case some tenders have been floated but the last date of submission of bid is subsequent to date of issue of revised rates, a corrigendum to the Tender Notice and Tender Document should be issued to include revised rates by extending the last date of bid submission.
- 1.5 **RESERVE PRICE (RP):**
 - 1.5.1 The Reserve Price of the tender will be fixed by the Railways based upon various parameters like the category of the station, its location, amenities

provided, the clientele expected, response to earlier contracts etc. A survey by a committee should be conducted to assess the potential earnings from the contract before inviting tenders in case of first time tenders. The Committee will be nominated jointly by the Sr.DCM and the Sr.DFM, and shall consist of one supervisor/inspector each from the Accounts and Commercial Departments. The Committee shall visit the proposed location(s) and examine the passenger footfall at the station(s). The conclusions of the Committee should be submitted in the form of a report, accompanied by relevant data, including train stoppages and originating/destination passengers at the station(s). The report should be sent to Accounts at the time of vetting of the Reserve Price. However, the Reserve Price may not be less than the prescribed Minimum License Fees (MLF) (para 1.4 above.)

- 1.5.2 Potential advertising income of the service provider should also be regarded as a factor while fixing RP of a contract where there is provision for utilisation of advertising rights by the service provider as per Para 1.1.7. The potential advertising revenue going to the service provider can be assessed based on advertising contracts at similar stations and the permitted area of the advertising space as per the tender.
- 1.5.3 If the assessed earnings are less than the Last Accepted Rate (LAR), then the LAR is to be kept as the Reserve Price, subject to 1.5.2 above.
- 1.5.4 In case of existing contracts, a realistic licence fee should be assessed after conducting an assessment of actual earnings to enable fixation of Reserve Price for an upcoming tender, subject to 1.5.2 above.

1.6 PERIOD OF CONCESSION:

- 1.6.1 **Deluxe toilets under BOT scheme:** The period of Concession Agreement for Deluxe 'Pay and Use' toilets under BOT scheme will be 15 years. Then the assets will be transferred to the Railways who will be free to lease it further to other organisations/agency/individual through open tender.
- 1.6.2 **Normal 'Pay & Use' Toilets on ROMT Basis:** The period for concession for normal pay & use toilets on ROMT basis will be 10 (Ten) years. Ownership of the renovated assets shall remain with the Railways in ROMT basis facilities, even during the concession period. After completion of the concession period, the Railways will be free to lease it further to other organisations/ agency/ individual through open tender.
- 1.6.3 **Normal 'Pay & Use' Toilets on O&M Basis:** However, where the Agreement is for O&M only, the concession period will be for 05 years.

1.7 TIME PERIOD FOR CONSTRUCTION/RENOVATION OF TOILETS:

- 1.7.1 **BOT:** The service provider (successful bidder) shall ensure that the construction of toilets is completed within a period of six months from the date on which physical possession of the site is handed over to him. No extension shall be given under normal conditions. However, extension of construction time can be granted by the Railway with the sanction of the contract awarding authority, on the service provider's written request, provided the Railway is convinced that the delay was due to unforeseen/unavoidable reasons, to be recorded in writing.

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- 1.7.2 **ROMT:** The service provider (successful bidder) shall ensure that the construction of toilets is completed within a period of four months from the date of signing of agreement. No extension shall be given under normal conditions. However, extension of construction time can be granted by the Railway with the sanction of the contract awarding authority, on the service provider's written request, provided the Railway is convinced that the delay was due to unforeseen/unavoidable reasons, to be recorded in writing.

2. SCHEDULE OF CONSTRUCTION SPECIFICATIONS IN CONTRACT-

2.1 GUIDELINES FOR CONSTRUCTION OF DELUXE TOILETS:

- 2.1.1 The inside height of the toilet complex should be 3 metres. The size and layout of the toilet complex would depend on the number of users requiring the facility, availability of space and other local conditions. The layout and design of the complex must leave room for future expansion if and when required without causing major modifications. The design/architecture of the complex should be in consonance with and should not clash with the surroundings.
- 2.1.2 Optimal size of the toilets and bathrooms may be mentioned for guidance.
- 2.1.3 The floor should slope gently towards the floor trap. The floor of the bathing area should be sunken to prevent the flow of water outside the bathing area.
- 2.1.4 Wall mounted urinals of vitreous china of latest user friendly design of approved type should be used, partitioned with slabs of granite. There should be no open drain. Flushing of urinals should be automatic.
- 2.1.5 Hardy and good quality fixtures for paper towel hanging arrangements near washbasins.
- 2.1.6 Hardy and good quality fixtures for hanging two toilet paper rolls in every toilet at appropriate location.
- 2.1.7 Hardy and good quality fixtures for keeping soap case and scrubber etc., in every bathroom.
- 2.1.8 Separate ladies and gents section.
- 2.1.9 Separate designed toilet for use of handicapped (to be constructed enabling the same to be used by a person on a wheel-chair). The same can, however, also be used by non-disabled users.
- 2.1.10 Separate bathing and changing area.
- 2.1.11 Provision for hot and cold water in taps and showers in each bathroom. All water pipes should be concealed in the walls.
- 2.1.12 Chrome plated brass bib cocks should be used for taps. Taps with dual supply (hot/cold) arrangements should preferably be provided in bathrooms.
- 2.1.13 Proper flush system with push button flush valve system fitted in the wall for better maintenance and durability.
- 2.1.14 Adequate provision of exhaust fans to have effective ventilation.
- 2.1.15 Provision should be made in the design of toilet complex to provide natural light during day time.
- 2.1.16 PVC water storage tanks of adequate capacity & quality should be provided for non-drinking use, with easy access for regular cleaning.
- 2.1.17 Proper electric provisions with concealed wiring.

- 2.1.18 Hand wash area (separate for ladies and gents) with large sized mirrors and sinks. For elegant appearance and durability, the sinks should be of very good quality and large size, placed in a granite slab of good size. There should be sufficient distance between the washbasins and the walls/mirror to enable proper cleaning around the washbasins.
- 2.1.19 Drinking Water storage tanks of approved quality and adequate capacity to be provided, with easy access for regular cleaning. Water treatment equipment should be provided for softening/ purifying the water to a standard fit for human consumption.
- 2.1.20 Round the clock service throughout the year.
- 2.1.21 Standard signage and display boards in Hindi & English as well as regional language.
- 2.1.22 Internal finishing shall be done as approved by the Railways.
- 2.1.23 All water pipes, drainage and waste pipes should be concealed.
- 2.1.24 The layout plan containing size, orientation etc. of latrines, bathrooms and rooms and showing plumbing layout and various fixtures like taps, water closets/cisterns, sinks mirror etc. including electrical fixtures as also materials to be used for different purpose should be got approved from Railways. The plan should also show disposal of sewage and sullage drains.

2.2 BROAD MATERIAL SPECIFICATIONS FOR DELUXE TOILETS:

- 2.2.1 All the flooring and wall cladding work should be done in granite/marble/superior tiles of approved quality free from cracks and faults.
- 2.2.2 Tiles wherever used should be of superior quality, preferably designer tiles and of suitable large size to have minimum joints.
- 2.2.3 Split level flooring should be avoided.
- 2.2.4 Approved quality of sanitary installations/fittings such as Parryware, Hindustan and fittings Jaquar etc. should be used.
- 2.2.5 Doors and windows and ventilators shall be of aluminium sections of approved quality. These should be elegant in appearance.
- 2.2.6 Dado shall be up to 2.13 metres height (minimum.)
- 2.2.7 Samples of all the items shall be got approved from Railways
- 2.2.8 Approved stone tiles/slabs of required thickness/granite tiles of required shade for external cladding/walling for better reflection of light and soothing look should be used.
- 2.2.9 Approved quality of branded electrical fittings ISI mark such as Khaitan, Philips, Osram, Usha, Orient etc. should be used.

2.3 GUIDELINES FOR CONSTRUCTION OF NORMAL TOILETS:

- 2.3.1 The size and layout of the toilet complex would depend on the number of users requiring the facility, availability of space and other local conditions. The layout and design of the complex must leave room for future expansion if and when required without causing major modifications. The design/ architecture of the complex should be in consonance with and should not clash with the surroundings.

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- 2.3.2 Optimal size of the toilets and bathrooms shall be 1.22 x .090 Sq.m. or as per the area available on site.
- 2.3.3 Separate ladies and gents section.
- 2.3.4 Separate designed toilet for use of handicapped (to be constructed enabling the same to be used by a person on a wheel-chair). The same can, however, also be used by non-disabled users.
- 2.3.5 The floor should slope gently towards the floor trap. The floor of the bathing area should be sunken to prevent the flow of water outside the bathing area.
- 2.3.6 Wall mounted urinals with of vitrified tiles. There should be no open drain and proper flushing in urinals should be available.
- 2.3.7 Hardy and good quality fixtures for paper towel hanging arrangements near washbasins.
- 2.3.8 Hardy and good quality fixtures for keeping soap case and scrubber etc., in every bathroom.
- 2.3.9 Adequate provision of exhaust fans to have effective ventilation.
- 2.3.10 Provision should be made in the design of toilet complex to provide natural light during day time.
- 2.3.11 PVC water storage tanks of adequate capacity & quality should be provided for non-drinking use, with easy access for regular cleaning.
- 2.3.12 Drinking Water storage tanks of approved quality and adequate capacity to be provided, with easy access for regular cleaning. Water treatment equipment should be provided for softening/ purifying the water to a standard fit for human consumption.
- 2.3.13 Proper electric provisions with concealed wiring.
- 2.3.14 Hand wash area (separate for ladies and gents) with large sized mirrors and washbasin. For elegant appearance and durability, the washbasin should be of very good quality and large size, placed in a granite slab of good size. There should be sufficient distance between the washbasins and the walls/mirror to enable proper cleaning around the washbasins
- 2.3.15 Round the clock service throughout the year.
- 2.3.16 Standard signage and display boards in Hindi & English as well as regional language.
- 2.3.17 Internal finishing shall be done as approved by the Railways.
- 2.3.18 All water pipes, drainage and waste pipes should be concealed.
- 2.3.19 The layout plan containing size, orientation etc. of latrines, bathrooms and rooms and showing plumbing layout and various fixtures like taps, water closets/cisterns, sinks mirror etc. including electrical fixtures as also materials to be used for different purpose should be got approved from Railways. The plan should also show disposal of sewage and sullage drains.

2.4 BROAD MATERIAL SPECIFICATIONS FOR NORMAL TOILETS :

- 2.4.1 All the flooring and wall cladding work should be done in verified tiles of approved quality free from cracks and faults.
- 2.4.2 Split level flooring should be avoided.
- 2.4.3 Sanitary installations/fittings should be of approved quality by Railways.



- 2.4.4 Doors and windows and ventilators shall be of aluminium sections of approved quality. These should be elegant in appearance.
- 2.4.5 Dado shall be up to 2.13 metres height (minimum.)
- 2.4.6 Samples of all the items shall be got approved from Railways
- 2.4.7 Approved stone tiles/slabs of required thickness for better reflection of light and soothing look should be used.
- 2.4.8 Approved quality of branded electrical fittings ISI. should be used.

3. SCHEDULE OF FACILITY SPECIFICATIONS IN CONTRACT -

3.1 COMPULSORY AMENITIES TO BE PROVIDED AT DELUXE TOILETS:

- 3.1.1 Urinals - Flushing of urinals should be automatic.
- 3.1.2 Separate toilets for ladies, gents and handicapped persons (disabled friendly).
- 3.1.3 At least one toilet of European style in each section of Ladies and Gents.
- 3.1.4 Proper good quality disposable paper towel roll wall hanging arrangements in bathrooms and toilets, equipped with thick paper towels, near washbasins.
- 3.1.5 Boxes of tissues are to be provided on or near the washbasin platforms.
- 3.1.6 Bathing/shower facilities with provision of cold and hot water, preferably through geyser.
- 3.1.7 A plastic mug and bucket of uniform shape, size, and colour, in keeping with the aesthetics of the facility, are to be provided in each Toilet and Bathroom.
- 3.1.8 Two Toilet paper rolls should be provided in all toilets, one being in use and one spare at any point of time.
- 3.1.9 A self-closing (with foot pedal opener) lidded steel dustbin of good quality is to be provided in each toilet.
- 3.1.10 Fans.
- 3.1.11 Wire mesh in doors and windows to keep out mosquitoes.
- 3.1.12 Towel racks and clothes hooks in the bathrooms.
- 3.1.13 A diaper changing station for the use of women travelling with infants.
- 3.1.14 Reception with Mini cloak room and filtered drinking water preferably through water AVM.
- 3.1.15 Adequate number of wash basins with good quality soap solution for hand washing, mirrors and motion sensor equipped hand drier.
- 3.1.16 Store room for keeping materials for day to day operation & maintenance. Cleaning materials are not to be kept in open view of the users of the facility. Indicator boards for the toilet complex in the form of glow signs and signage for ladies, gents and physically handicapped users.
- 3.1.17 Proper cleaning arrangements should be ensured, so that the facility is kept clean and dry at all times.
- 3.1.18 Sufficient stock of exhaustible items should be maintained so that soap, paper towels, garbage bags, tissues etc. are not exhausted.
- 3.1.19 PVC water storage tanks of adequate capacity should be provided and kept clean.
- 3.1.20 The toilet unit is to be operated as a no-smoking zone and proper indication board in this regard should be displayed.
- 3.1.21 All electrical wiring should be concealed with flush type switch panel Board. Adequate light fittings should be provided and maintained to keep the

illumination level as per prescribed limit. Adequate number of exhaust fans of suitable capacity should be provided to ensure proper air circulation and for removing foul smell.

- 3.1.22 All water pipes, drainage and waste pipes should be concealed.
3.1.23 Approval of the layout plan for new/renovated unit should be obtained from the Railways. The plan should also show layout of sewage & sullage drains and of electrical wiring & fittings.

3.2 DESIRABLE AMENITIES AT DELUXE TOILETS:

- 3.2.1 AVMs for hot and cold beverages
3.2.2 Solar photo voltaic system
3.2.3 Lounge, adequately separated from the toilets
3.2.4 Provision for shoe polishing
3.2.5 Supply of newspaper and magazines at printed rates.

NOTE - Both compulsory and desirable amenities should be provided in deluxe toilets at A-1 category of stations and compulsory amenities should be provided in deluxe toilets at 'A' and 'B' category stations.

3.3 BASIC AMENITIES TO BE PROVIDED AT NORMAL PAY & USE TOILETS-

- 3.3.1 Auto-flushing Urinals
3.3.2 Separate toilets for ladies and gents one for disabled friendly with at least one European style toilet in each section of Ladies and Gents.
3.3.3 Proper good quality disposable paper towel roll wall hanging arrangements in bathrooms and toilets, equipped with thick paper towels, near washbasins.
3.3.4 Proper arrangements for keeping soap case and scrubber etc., in the bathrooms.
3.3.5 Adequate number of washbasins with provision of soap solution for washing hands.
3.3.6 A small bathing unit (Optional). However, no bathing unit on island platform should be permitted.
3.3.7 Good quality ceramic flooring and Dado tiles should be used, preferably of larger size to have fewer joints.
3.3.8 Proper cleaning arrangements should be ensured.
3.3.9 Adequate no. of Litterbins should be provided at proper places.
3.3.10 The toilet unit is to be operated as a no- smoking zone and proper indication board in this regard should be displayed.
3.3.11 All electrical wiring should be concealed with flush type switch panel Board. Adequate light fittings should be provided and maintained to keep the illumination level as per prescribed limit. Adequate number of exhaust fans of suitable capacity should be provided to ensure proper air circulation and for removing foul smell.
3.3.12 The layout plan for renovated unit should be got approved from Railways. The plan should also show disposal of sewage & sullage drains and electrical wiring & fittings.

4. CONTRACT CONDITIONS-**4.1 CONTRACT CONDITIONS FOR DELUXE TOILETS:**

- 4.1.1 **Completion of Deluxe Toilets:** Within six months from the date of award of contract. No extension shall normally be given. However, extension may be granted on the basis of a written application from the Service Provider, if the Railway is satisfied that the delay was due to circumstances beyond the control of the Service Provider. The decision of the Railway shall be final in this matter.

In case of failure of the bidder to complete the work within the stipulated period, attributable to causes within the control of the bidder, he shall be liable to pay penalty @ $\frac{1}{4}$ X monthly license fees for every week of delay. For this purpose, after calculating the number of weeks of delay, a left over period of three or more days shall be regarded as one week. The decision of Railways in this regard will be final and binding upon the bidder.

- 4.1.2 **Period of Concession:** The period of concession for Deluxe 'Pay and Use' toilets under BOT scheme will be 15 years. After completion of the concession period, Railway may extend the concession period on mutually agreed terms and license fees subject to the satisfactory performance of the Service Provider. Such extension would require the concurrence of Associate Finance. If the period is not extended by the Railways, then the assets will be transferred to the Railways who will be free to lease it further to other organisations.

- 4.1.3 **Advertisement Rights:** The Service Provider may be allowed to display advertisement, preferably illuminated, on the interior and exterior walls (maximum of 75%) of the toilet building. However, the advertisements displayed shall not be repugnant to the general standards of morality and should not hurt the religious sentiments of any section of the society or compete with service provided by the Railways.

- 4.1.4 **Lump Sum License Fees and Security:** The payment of license fees will be on **Quarterly** basis and shall be paid one month before the commencement of every quarter. In exceptional cases, extension of time for submission of license fee for subsequent instalments may be granted with a penal interest of 15% per month for a period not exceeding one month, i.e., the fee has to be paid before the commencement of the relevant quarter. If payment is delayed beyond this point, necessary action should be taken to terminate the contract duly forfeiting the Security Deposit.

- 4.1.5 **Earnest Money:** Earnest Money is to be levied as per extant rules and should be incorporated in the tender documents. The value of Earnest Money for Deluxe Toilet Contracts shall be 10% of the annual reserve price for three years. Earnest Money of unsuccessful bidders shall be refunded after finalisation of the contract, while the Earnest Money of the successful bidder may be adjusted against Security Deposit, if he so desires.

- 4.1.6 **Security Deposit (SD):** The licensee shall furnish to Railways (in the manner and form acceptable to the Railway) a Security Deposit for an amount equal to 10 % (Ten Percent) of the total licence fee for the entire duration of the licence, prior to the commencement of licence. The security deposit shall be

deposited in the form of Term Deposit/Bank Guarantee executed by the State Bank of India, any of the Nationalized Banks or by a Scheduled Bank. SD shall be deposited at or before the time of signing of agreement. In case the successful bidder does not deposit SD at the prescribed time, the LOA shall be cancelled, the Earnest Money shall be forfeited and the party shall be blacklisted for a period of three years. In such cases, Railway shall proceed further with the work as deemed fit by it.

- 4.1.7 **Electricity and Water Charges:** Separate Electric meter and flow meter for water respectively will be installed by the Service Provider at his cost and he will be liable to pay for the actual consumption of power and water supply.

Water	Electricity
Actual consumption of water to be charged along with dues/ taxes/ levies as applicable.	Actual consumption of electricity to be charged along with dues/ taxes/ levies as applicable.

However, in case a flow meter is not provided, the Service Provider will have to pay lump sum **water charges as decided by the Railway from time to time, which may also include a service charge element, in terms of Para 1.1.19.** The connection shall be provided by the Railway from the nearest available electric and water point, from where the Service Provider shall have to extend the connection at his cost.

- 4.1.8 **Illumination Level:** Illumination level would be as under:-

Approved lux levels		Luminaries
For Model stations	For other than Model Stations	
100	75	T5/CFL/LEDs

- 4.1.9 **Tax Liability:** The Service Provider shall be responsible for all the taxes to be paid to civic agencies for the services rendered by him. There will be no tax liability whatsoever upon the Railways on any account.

- 4.1.10 **Punitive Clause:** Railways can impose a fine on the Service Provider if the desired level of cleanliness, supply of consumables and round the clock availability of staff is not maintained and for lack of proper upkeep, facilities, service etc. as per the terms of contract. The fine can be imposed only with the approval of the Sr. Divisional Commercial Manager (Sr.DCM) or the Divisional Commercial Manager (DCM), where DCM is the Branch Officer. Other inspecting officers shall refer their findings of deficiencies in writing to the Sr.DCM/DCM for action under this clause.

- 4.1.11 **The Schedule of Fines shall be as below:**

Schedule of Fines		
S.N.	Reason	Amount
1	Unsatisfactory level of cleanliness	Rs 1000/- per occurrence
2	Unavailability of staff	Rs 1000/- per occurrence
3	Lack of proper upkeep of facilities	Rs 2000/- per occurrence
4	Proven public complaint (in addition to any/all of the above)	Rs 3000/- per occurrence

However, in no case should the fine be more than Rs 5000/- at a time.

- 4.1.12 **Loss/Theft/Damage of Assets:** The Service Provider shall be solely responsible for the upkeep of all the assets created and any loss or damage thereof shall be made good by him immediately at his own cost, keeping the complex operational and available for use.
- 4.1.13 **Loss/Theft of Passengers' Property:** The service provider will be responsible for any loss/theft of passenger's property kept in the cloak room of the deluxe toilet.
- 4.1.14 **Non-transferability:** The Service Provider shall not transfer, sublet or dispose of the rights and benefits under the Agreement except with the prior written consent of the Railway, which the Railway shall be entitled to decline without assigning any reason whatsoever. The sites and the works assigned to the Service Provider by the Railways shall not be transferred by the former to any person, Trust, Society or Institution in any manner whatsoever at any time, whether during or after the termination of the agreement.
- 4.1.15 **Compliance with Labour Laws:** The Service Provider should ensure enforcement of existing Labour Laws, Minimum Wages Act and at no point of time should the Railways be drawn into litigation on these counts.
- 4.1.16 **Indemnity Bond:** The Service Provider should indemnify the Railway for the damages caused due to non-compliance to any statutory law, bye-law or service conditions. The format of the Indemnity Bond is enclosed as Annexure-I.
- 4.1.17 **Termination of Contract:**
- 4.1.17.1 **In Case of Breach of Contract or Continued Inadequate Service:** The Railway shall have the right to terminate the contract in case of continued non-compliance of terms of service or breach of any terms of contract by the Service Provider, **with fifteen days' notice. The decision of the Railways will be final in the matter.** The assets will then be transferred to Railways and placed in its books at the Depreciated Replacement Value (DRV), which will be determined by the Railway. However, it shall be assumed that the entire value of the completed asset would be notionally paid to the service provider gradually over the concession period in the form of concession benefits allowed to him under the BOT scheme irrespective of actual date of completion of the facility, leaving nothing payable at the end of the contracted concession period. Thus, a pro rata proportion of the completed asset value shall be deemed paid during any given period, and only the amount of value payable after subtracting this notional cumulative paid value shall be actually payable to the contractor out of the Depreciated Replacement Value if the contract is terminated before the expiry of the contracted concession period. The Railway will be free to lease the assets on further contract.
- However, nothing shall be payable to the Service Provider in case the construction of the facility is incomplete. Completion of facility shall be certified by the Sr.DCM.
- Also, nothing shall be payable to the Service Provider in ROMT cases.
- 4.1.17.2 **Without Breach of Contract:** Both the parties shall be at liberty to cancel the agreement at any stage after giving **three months notice** from either side,

if they find that the project/ arrangement is not workable according to their aims and objectives. The assets will then be transferred to Railways and placed in its books at the Depreciated Replacement Value, which will be determined by the Railway. The Railway will be free to lease the assets on further contract. However, it shall be assumed that the entire value of the completed asset would be notionally paid to the service provider gradually over the concession period in the form of concession benefits allowed to him under the BOT scheme irrespective of actual date of completion of the facility, leaving nothing payable at the end of the contracted concession period. Thus, a pro rata proportion of the completed asset value shall be deemed paid during any given period, and only the amount of value payable after subtracting this notional cumulative paid value shall be actually payable to the contractor out of the Depreciated Replacement Value if the contract is terminated before the expiry of the contracted concession period. **The Railway will be free to lease the assets on further contract.**

However, nothing shall be payable to the Service Provider in case the construction of the facility is incomplete. Completion of the facility shall be certified by the Sr.DCM.

Also, nothing shall be payable to the Service Provider in ROMT cases.

4.1.17.3 **Method of Determining Depreciated Replacement Value:**

The Depreciated Replacement Value of the completed asset at any point of time during the life of the contract shall be determined by a three member committee consisting of JAG officers from the Account, Commercial and Engineering Departments, who shall examine the matter and put up the recommended depreciated valuation to be accepted by an officer not below the rank of ADRM. Depreciation shall be factored in using extant rules and codal provisions. Payments to be made to the Service Provider in respect of DRV in case of termination of contract before expiry of the original concession period shall require the vetting of Associate Finance (Sr. DFM). No DRV shall be payable if the concession runs its full contracted course.

4.1.18 **Arbitration:** The General Manager (GM) of the Railway is empowered to appoint a sole arbitrator, who shall be a Gazetted Officer of the Railway not below JA Grade and the decision of such sole arbitrator shall be final and binding on both parties.

4.1.19 **Complaints and Suggestions:** While the Service Provider is responsible for ensuring complaint free service, he should also maintain a complaint and suggestion register at the toilets, which should be made available to the users/passengers. A notice to this effect may be displayed at the entry points to the toilets, and its availability and pollicisation shall be deemed to be an essential component of service. The complaint register should be submitted for review during regular and surprise inspections. Furthermore, issues raised by the passengers requiring corrective action/input from the Railways should be brought to the notice of the Railway authorities by the Service Provider.

4.1.20 **Realization of Usage Charges by the Service Provider:** There will be no price regulation and the Service Provider can charge freely. However, the charges levied from the users/passengers will be market driven, depending

upon the types of services provided. Rate list should be approved by Sr. DCM and displayed at a conspicuous location or at the entry to the toilets. The Service Provider should also issue receipt to the users/passengers which should preferably be done through computerized billing system.

4.1.21 **Eligibility Criteria:**

- (i) The net worth of the bidder shall not be less than Rs. 50 (fifty) lakhs, duly certified by a Chartered Accountant.
- (ii) The bidder should have minimum 5 years experience of operating contracts of cleanliness or manning toilets anywhere, as on the date of bid submission. Five years experience should be clearly demonstrated by reference to particular works. Documentary proof of this shall be required to be provided in the form of either (a) letters of award backed by certificates of satisfactory completion from clients or (b) letters of award backed by proof of payment against the concerned letters. Simultaneous work orders shall not be counted as separate periods for the purpose of computing five years.

4.1.22 **Evaluation of Offers:**

- (i) Railways will intimate the date and venue of opening of the offers to bidders.
- (ii) Conditional bids will be liable to be rejected.
- (iii) Bids unaccompanied by Earnest Money will be summarily rejected.
- (iv) The offer will be evaluated by a Tender Committee of the appropriate level.
- (v) Offers not meeting the eligibility criteria shall be rejected.
- (vi) There will ordinarily be no correspondence with the bidders after submission of bid by them till the finalisation of the tender. Hence, the bidders should ensure that their bid is complete in all respects at the time of submission and that all mandatory documents are submitted with the bid. However, the tender committee may ask for clarification etc. from the bidder, if required.
- (vii) The Railway reserves the right to reject any or all bids without assigning any reason.

4.1.23 **Selection and Notification:** The successful bidder will be intimated through a 'Notice of Award' and he must sign the 'Letter of Acceptance' within 10 days of the issue of the 'Notice of Award'.

4.1.24 **Signing of contract agreement:** The contract agreement must be signed within 30 days of 'Notice of Award'. **Execution of work under the contract shall commence only after signing of the contract agreement.** In case the bidder does not sign the agreement within 30 days of issuance of 'Notice of Award', the Railway reserves the right to cancel the offer, forfeit the Earnest Money and proceed ahead in the manner deemed fit by it.

4.1.25 **Provision of land:** The Railway shall provide land to the Service Provider suitable to the latter's requirement in terms of size, location and workability etc. depending upon availability. The title of the land will be with the Railway.

- 4.1.26 The Service Provider shall ensure that the premises are not used for any purpose other than that allowed under the Agreement. The premises should not be used for playing games, cards etc., involving stakes/betting etc.
- 4.1.27 Railway shall have the right to cancel/revoke/terminate the agreement at any stage in case of breach of any of the stipulated terms and conditions by the Service Provider or if their performance is not found satisfactory.
- 4.1.28 The sites and the works assigned to the Service Provider by the Railways shall not be transferred by the former to any person, Trust, Society or Institution in any manner whatsoever at any time, whether during or after the termination of the agreement.

4.2 CONTRACT CONDITIONS FOR NORMAL PAY & USE TOILETS:

- 4.2.1 **Concession Period:** The period for concession for normal pay and use toilets on ROMT basis will be 10 (Ten) years. After completion of concession period, Railway may extend the concession period on mutually agreed terms and license fee subject to the satisfactory performance of the service provider. Such extension would require the concurrence of Associate Finance. If the period is not extended by Railways, then the assets will be transferred to the Railways who will be free to lease it further to other individual/ organisations. However, where the agreement is for operation and maintenance only, the concession period will be for 05 (five) years.
- 4.2.2 **Project Completion:** The renovation as per ROMT of Normal 'Pay and Use' toilets under this scheme should be completed within 4 months of signing the agreement. No extension shall be given under normal conditions. However, if the Railways are satisfied that delay, if any, is caused due to circumstances beyond the control of the Service Provider, extension may be granted. The decision of the Railway shall be final in this matter.

In case of failure of the bidder to complete the work within the stipulated period, attributable to causes within the control of the bidder, he shall be liable to pay penalty @ $\frac{1}{4}$ X monthly license fees for every week of delay. For this purpose, after calculating the number of weeks of delay, a left over period of three or more days shall be regarded as one week. The decision of Railways in this regard will be final and binding upon the bidder.

- 4.2.3 **Lump Sum License Fees:** Service Provider shall pay an annual license fees to the Railways as quoted in the offer. Reserve price, however, will be fixed by the Railways depending upon various parameters like category of station, location, clientele etc after conducting a survey. Reserve price so fixed may be indicated in the tender document.

The payment of license fees will be on **Quarterly** basis and shall be paid one month before the commencement of every quarter. In exceptional cases, extension of time for submission of license fee for subsequent instalments may be granted with a penal interest of 15% per month for a period not exceeding one month, i.e., the fee has to be paid before the commencement of the relevant quarter. If payment is delayed beyond this point, necessary action should be taken to terminate the contract duly forfeiting the Security Deposit.

- 4.2.4 **Earnest Money:** Earnest Money is to be levied as per extant rules and should be incorporated in the tender documents. The value of the Earnest Money for Normal Toilet Contracts shall be 5% of the annual Reserve Price for three years. Earnest Money of unsuccessful bidders shall be refunded after finalisation of the contract, while the Earnest Money of the successful bidder may be adjusted against Security Deposit, if he so desires.
- 4.2.5 **Security Deposit (SD):** The licensee shall furnish to Railways (in the manner and form acceptable to Railway) a security deposit for an amount equal to 10 % (Ten Percent) of the total licence fee for the entire duration of the licence, prior to the commencement of licence in the form of Term Deposit/Bank Guarantee executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank. SD shall be deposited at or before the time of signing of agreement. In case the successful bidder does not deposit SD at the prescribed time, the LOA shall be cancelled, the Earnest Money shall be forfeited and the party shall be blacklisted for a period of three years. In such cases, Railway shall proceed further with the work as deemed fit by it.
- 4.2.6 **Electricity and Water Charges:** Separate electric and water meters of approved make will be installed by service provider. However, electric and water connection shall be provided by the Railway free of cost from the nearest available electric and water point. No service charge shall be levied. The electricity /water charges to be realized will be as under:-

Category of Station	Water	Electricity
A-1 and A	Actual consumption of water to be charged along with dues/ taxes/ levies as applicable.	Actual consumption of electricity to be charged along with dues/ taxes/ levies as applicable.
B	Up to 15000 litres /month free (@500 litres/day) and thereafter payment as per actual consumption along with dues/ taxes/ levies as applicable.	Free for the first 200 units on monthly basis and beyond 200 units actual consumption of electricity to be charged along with dues/ taxes/ levies as applicable.
C	Free	Free for the first 200 units on monthly basis and beyond 200 units actual consumption of electricity to be charged along with dues/ taxes/ levies as applicable.
D & E	Free	Free

- 4.2.7 **Illumination Level:** Approved lux levels of illumination shall be as under:-

Category of Station	For Model stations	For other than Model Stations	Luminaries
A-1 AND A	100	75	T5/CFL/LEDs
B and C	75	50	T5/CFL/LEDs
D and E	50	50	T5/CFL/LEDs

- 4.2.8 **Tax Liability:** The Service Provider shall be responsible for all the taxes to be paid to the civic agencies for the services rendered by him. There will be no tax liability upon the Railways whatsoever on any account.
- 4.2.9 **Punitive Clause:** Railway can impose a fine on the Service Provider if the desired level of cleanliness, supply of consumables and round the clock availability of staff is not maintained and for lack of proper upkeep, facilities, service etc. as per the terms of contract. The fine can be imposed only with the approval of the Sr. Divisional Commercial Manager (Sr.DCM) or the Divisional Commercial Manager (DCM), where DCM is the Branch Officer. Other inspecting officers shall refer their findings of deficiencies in writing to the Sr.DCM/DCM for action under this clause.
- 4.2.10 **Schedule of Fines:** The Schedule of Fines shall be as below:

Schedule of Fines		
S.N.	Reason	Amount
1	Unsatisfactory level of cleanliness	Rs. 1000/- per occurrence
2	Unavailability of staff	Rs. 1000/- per occurrence
3	Lack of proper upkeep of facilities	Rs. 2000/- per occurrence
4	Proven public complaint (in addition to any of the above)	Rs. 3000/- per occurrence

However, in no case should the fine be more than Rs. 5000/- at a time.

- 4.2.11 **Loss and Theft of Property:** The Service Provider shall be solely responsible for the upkeep of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue to keep the complex operational and available for use.
- 4.2.12 **Agreement:** The Service Provider after signing agreement, shall not transfer, sublet or dispose of the rights and benefits under the Agreement or any project agreement except with prior written consent of the Railways which Railways shall be entitled to decline without assigning any reason whatsoever. The Service Provider should ensure enforcement of existing Labour Laws, Minimum Wages Act and at no point of time should the Railways be drawn into litigation on these counts.
- 4.2.13 **Indemnity Bond:** The Service Provider should indemnify the Railway for the damages caused due to non-compliance to any statutory law, bye-law or service conditions. The format of the Indemnity Bond is enclosed as Annexure-I.
- 4.2.14 **Termination of Contract:**
- 4.2.14.1 **In case of Breach of Contract or Continued Inadequate Service:** The Railway shall have the right to terminate the contract in case of continued non-compliance of terms of service or breach of any terms of contract by the Service Provider, with fifteen days' notice. The decision of the railways will be final in the matter.
- 4.2.14.2 **Without Breach of Contract:** Both the parties shall be at liberty to cancel the agreement at any stage giving **three months' notice** from, if they find that the project/arrangement is not workable according to their aims and objectives, on either side

- 4.2.15 **Arbitration:** The General Manager (GM) of the Railway is empowered to appoint a sole arbitrator, who shall be a Gazetted Officer of the Railway not below JA Grade and the decision of such sole arbitrator shall be final and binding on both parties.
- 4.2.16 **Complaints and Suggestions:** The Service Provider shall provide complaint free service. They should also maintain a complaint and suggestion register at the toilets which shall be made available to the users/passengers. Notice to this effect should be put up at entry points to the toilets.
- 4.2.17 **Realization of Usage Charges by the Service Provider:**
- 4.2.17.1 The Service Provider can charge the users/passengers @ Rs 5/- for using latrine and Rs 10/- for using bathroom only or both bathroom and lavatory. However, no charge shall be levied for urinals.
- 4.2.17.2 The rates shall be reviewed once in FIVE years by the Railway. Rate revision shall be done at headquarters level for all four divisions with the approval of CCM and concurrence of FA&CAO/T. The rate list should be displayed at noticeable locations/entry points to the toilets. Clear sign-boards showing that the urinals are free should be displayed. The Service Provider should issue a receipt to the users/passengers for the services provided service.

4.3 SELECTION OF AGENCY & ELIGIBILITY CRITERIA FOR NORMAL PAY & USE TOILETS:

i.	Mode of Tender	The agency should be selected through a single packet open tender process.
ii.	Eligibility criteria	(i) Net worth: as tabulated below for various categories of stations (ii) Experience: The bidder should have minimum 3 years experience in Operation and Maintenance of similar facilities as on the date of bid submission, which should be clearly demonstrated by reference to particular works. Documentary proof of this shall be required to be provided in the form of either (a) letters of award backed by certificates of satisfactory completion from clients or (b) letters of award backed by proof of payment against the concerned letters. Simultaneous work orders shall not be counted as separate periods for the purpose of computing three years.
iii.	Evaluation of offers	(i) Railways will intimate the date and venue of opening of the offers to bidders. (ii) Conditional bids will be liable to be rejected (iii) Bids unaccompanied by Earnest Money will be summarily rejected. (iv) The offer will be evaluated by a Tender Committee of the appropriate level. (v) Offers not meeting the eligibility criteria shall be rejected. (vi) There will ordinarily be no correspondence with the bidders after submission of bid by them till the finalisation of the tender. Hence, the bidders should

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		ensure that their bid is complete in all respects at the time of submission and that all mandatory documents are submitted with the bid. However, the tender committee may ask for clarification etc. from the bidder, if required. (vii) The Railway reserves the right to reject any or all bids without assigning any reason.
iv.	Selection and notification	The successful bidder will be intimated through a 'Notice of Award' and he must sign the letter of acceptance' within 10 days of the issue of the 'Notice of Award'. The agreement must be signed within 30 days of 'Notice of Award'. In case, the bidder does not sign the agreement within 30 days of issuance of 'Notice of Award', the Railway reserves the right to cancel the offer, forfeit the Earnest Money and proceed ahead in the manner deemed fit by it.

Station Category	Net worth for eligibility (to be duly certified by Chartered Accountant)
'A-1' and 'A'	>Rs.10 lakhs
'B' and 'C'	> Rs. 5 lakhs
'D' and 'E'	> Rs. 2 lakhs

Accordingly, details of Concession Agreement may be drawn.

5. SUPERVISION AND PROPER MONITORING OF PAY & USE TOILETS

In order to ensure proper maintenance of Pay & Use toilets, a proper mechanism for supervision and monitoring which should, inter alia, lay down inspection schedules of various levels should be devised and **incorporated in the Agreement**. The suggested Schedule for cleaning, monitoring and inspection is placed at Annexure II. The bidder shall operate and maintain the toilets/complexes to the entire satisfaction of the Railways. Toilets, urinals, floors, walls and ceilings of the interior as well as exterior of the complex should be cleaned regularly by using machines like scrubber, pressure jet cleaner and continuous availability of clean water should be ensured.

5.1 MAINTENANCE SPECIFICATIONS:

5.1.1 Operation and Maintenance of Deluxe Toilets:

5.1.1.1 **Cleaning Schedule and Requirements:** In order to achieve optimum standards of cleanliness, a cleaning schedule should be made by the service provider and got approved by Railways and the same should be strictly adhered to. The cleaning of toilets and urinals should be done at fixed intervals depending upon patronage, **preferably after each use**. The facility should be kept dry, odour-free and clean, and always stocked with consumables such as paper towels and soap. **Cleaning implements and consumables should not be kept visible to users.**

5.1.1.2 **Inventory:** Adequate inventory of cleaning material like phenyl, naphthalene balls, Odonil, freshener etc., and liquid detergents for cleaning floors and tiles, liquid soap solution, floor wipers, brushes, dusters, mops, buckets, mugs,

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dustbins etc. should always be available at the cost of the service provider and should be properly stored out of sight.

5.1.1.3 Other Requirements: In addition, the following should also be ensured:

- (i) Provision of litterbins for proper garbage disposal. Further, the garbage collected in bins shall be dumped at nominated municipal dumping depot.
- (ii) Adequate no. of safaiwalas in proper uniform with name badges to be posted.
- (iii) Employee schedule to be provided and prominently displayed.
- (iv) The staff provided should be literate and courteous towards the users and assist handicapped persons and senior citizens.
- (v) Proper training to be provided to the safaiwalas.
- (vi) Standard cleaning materials and equipment should be used.

5.1.1.4 Maintenance Work: The following maintenance work should be done by the Service Provider-

- (i) All repairs and routine maintenance including prompt repairs of potholes, cracks, concrete joints, mirror and its fittings/ stand, electric fittings, lighting, sanitary fittings and signage of the complex should be promptly attended to by the Service Provider.
- (ii) It will be the responsibility of the Service Provider to ensure proper drainage up to the pitfall and any choking of drainage should be attended to by him promptly.
- (iii) Cleaning the septic tanks, including safe disposal of their contents and maintenance of sewerage system will be the responsibility of the Service Provider.
- (iv) White-washing and painting should also be undertaken as and when required.
- (v) Mechanized grinding and polishing of the floor surface of the toilet shall be done at least once a year.
- (vi) Flowering plants in pots may be provided in and around the toilet complex for beautification.
- (vii) Safety and security of passengers and users shall be ensured.
- (viii) Prevention of any encroachment in Pay & Use toilet block or adjoining area.
- (ix) Cleanliness/hygiene of surroundings of toilets (about 2 metres around) should be ensured by the Service Provider.
- (x) Proper disposal of garbage and litter at an authorized garbage dump should be done by the Service Provider.

5.1.2 Operation & Maintenance of Normal Pay & Use toilets:

- (i) Adequate no. of safaiwalas to be posted.
- (ii) The staff provided should be literate and courteous towards users.
- (iii) Employee schedule to be provided and prominently displayed.
- (iv) Standard cleaning materials and equipment should be used. An adequate stock should be maintained and stored properly, out of sight of users.
- (v) Ensure proper cleanliness and dryness.
- (vi) Ensure safety and security of passengers and users.

- (vii) Routine maintenance including prompt repairs of potholes, cracks, concrete joints, mirror and its fittings, electric fittings, lighting, sanitary fittings and signage.
- (viii) Proper hanging arrangements for clothes should be ensured.
- (ix) Prevention of any encroachment in the toilet blocks or adjoining areas.
- (x) It will be the responsibility of the Service Provider to ensure proper disposal of drainage up to the pitfall and any choking of drainage should be attended to promptly.
- (xi) Proper litter/garbage disposal beyond railway lines or at locations approved by Railways should be done by Service Provider.
- (xii) Cleanliness/Hygiene of surroundings of toilets (about 1 metre around) should be ensured by the Service Provider.
- (xiii) Cleaning the septic tanks, including the safe disposal of their contents and maintenance of the sewerage system will be the responsibility of the Service Provider.
- (xiv) Mechanised scrubbing and polishing of the floor surface of the toilet to be done periodically.
- (xv) Use of anti-odour material like naphthalene balls, Odonil, freshener etc.

6. INSTRUCTIONS TO BIDDERS: These will be incorporated at the beginning of the Tender Document, in addition to Contract Conditions, Schedules and Annexures mentioned above and below) duly approved by the competent authority (Sr. DCM/DCM in-charge).

These should include:

- 6.1 Name of work with location.
- 6.2 Duration of concession/contract.
- 6.3 Scope of work.
- 6.4 Reserve price.
- 6.5 Validity period required for bid (90 days from date of opening.)
- 6.6 Earnest Money required and the form of its submission.
- 6.7 From where the tender document can be collected/downloaded.
- 6.8 Cost of tender document and the form of submission of tender document cost.
- 6.9 To whom the bid is to be addressed.
- 6.10 Place, date and time of submission of bid.
- 6.11 Date and time of opening of bid.
- 6.12 List of mandatory certificates/documents required along with the bid.
- 6.13 Any other important instruction.

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ANNEXURE-I

INDEMNITY BOND

(On Stamp papers of Rs.200/-)

(To be mandatorily signed by Bidder)

This deed of Indemnity is executed on the _____ day of _____ (month) by _____ (Service Provider) which expression includes his successors and assignees in favour of the President of India acting through the _____ (signatory Railway Officer), North Western Railway, (hereinafter called the 'Railway.')

WHEREAS the parties hereto have entered into an agreement vide acceptance letter No. _____ Dated _____ for the purpose of executing the said contract and the Service Provider shall indemnify the Railway against any costs incurred or damages caused due to non-compliance to any statutory law, bye-law or service conditions whether during construction/renovation or maintenance of the facilities/buildings under the contract or during the operation thereof.

Should any loss or damage occur or any cost be incurred by way of penalty /fine or otherwise due to non-compliance with any statutory law or service conditions, the President of India or, on behalf of the President of India, his authorised nominee shall be entitled to recover a sum as compensation. The assessment of the cost /damages incurred would be made by the President of India or on behalf of the President of India by his authorised Nominee and the said assessment shall be final and binding upon us. In witness whereof I, _____ have executed this Indemnity Bond on the date, month and year first written at _____ dated this _____ day of _____ (month) 20__ (year).

Witnesses (with address)

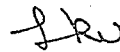
EXECUTANT.

(1)

(2)

Signature for and on behalf
of the Bidder

Sr. Divisional Commercial Manager
_____ Division



ANNEXURE-II

SUGGESTED SCHEDULE OF CLEANING, MONITORING AND INSPECTION OF 'PAY & USE' TOILETS:**1. Minimum schedule of cleaning activities for A-1, A, B & C category stations:**

S. N.	Activities planned	Frequency of cleaning
1	HP Washing	Minimum thrice in a day
2	Des Spray	Minimum Once in a day - And more as and when required
3	Wet cleaning on glass walls, mirrors etc.	Minimum Once in a day - And more as and when required
4	Stain removing on granite walls	Minimum Once a Week

Other cleaning activities required for keeping the pay and use toilets neat and clean on regular basis at all time and the frequency of the activities may be decided by the concerned Division, with nominated days, such as every Sunday/Monday etc. The above activities should be incorporated in the agreement to be signed with the service provider.

Execution of the above activities shall be recorded in a register to be maintained by the service provider and shall be verified by the official nominated (Health Inspector/Commercial Inspector).

2. Schedule of monitoring and inspections:

Inspection schedule shall be as under:

Category of station	CHI, CMI & Stn. Supdt.	Station Manager (Gaz.)	Asst. Scale officer (Commercial or medical)	Sr. Scale officer (Commercial or medical)
A-1, A, B and C	Once a week	Once a month	Quarterly	Half Yearly

At D and E category stations the schedule will be decided by the concerned Division.

- The nominated official shall examine the contract execution with reference to the terms of the contract agreement.
- The nominated official will also examine the complaint and suggestion register provided by the Service Provider and ensure that the entries made therein are being adequately addressed.
- In case of violation of terms of contract or inadequate service, the nominated official shall bring the same to the notice of the higher authorities and get appropriate action initiated against the service provider in terms of the conditions of the contract agreement.

End of Document

Signature