

## **POLICY FOR DELUXE 'PAY & USE' TOILETS**

**(Authority: 1) Commercial Circular No. 46 circulated under Board letter No. 05/TGIV/10/SAN/32/Pay & Use Policy dated 07.06.06**

**2) Commercial Circular 71 & 73 of 2012 issued vide Board letter No. 05/TGIV/10/SAN/32/Pay & Use Policy/pt dated 9-11-2012 & 3-12-2012 respectively.**

**3) Commercial Circular no. 21 of 2014 circulated vide Board letter No. 2013/TG-IV/16/SAN/43/Pol.Cl. Dated 20-05-2014**

**1.** The stations of Indian Railways have been classified into 7 categories viz. A-1, A, B, C, D, E & F. Deluxe Toilets should be provided in the circulating areas of A-1, A & B category of stations with value added services. Normal 'Pay & Use' toilets should be available at platforms of A-1, A and B category stations at one end. At all suburban stations i.e. 'C' category stations, normal toilets at appropriate places in sufficient number should be available since MEMU/DMU/EMU do not have toilets. At D, E and F type of stations also adequate number of 'Pay & Use' toilets should be available at appropriate locations.

Zonal Railways with the participation of the private sector may construct and maintain public toilets on "Build, Operate and Transfer" (BOT) basis at railway stations. These toilets shall be constructed by the interested firms at their own costs and shall be operated and maintained by them on 'Pay & Use' basis. Rights for advertisement through glow signboards may be permitted on the interior and exteriors walls (maximum of 75%) of the building of the Toilet Complex but mounted hoardings on roof would not be permitted. The firm having the expertise in this field may be asked to bring forth their capacity, capability and experience in constructing and maintaining such facilities.

The successful bidder shall construct structurally sound and aesthetically appealing building complex as per plans submitted to and approved by Railways. He will be required to run/maintain the same in good condition round the clock. The interested bidders 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 advertisement 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.

## **2. DELUXE TOILETS**

**I. SITE SELECTION :** A team of supervisors from Commercial Engineering departments should quickly identify the location in the circulating area preferably road facing where the 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 the main frontage of the station building. The area to be allotted may be worked out depending on the existing conditions at the site. eg. availability of land, no. of anticipated users, type of amenities to be provided, etc.

### **II. AMENITIES TO BE PROVIDED AT DELUXE TOILETS :-**

#### **II.(a) Compulsory Amenities**

- (i) Urinals
- (ii) Separate toilets for ladies, gents and handicapped persons.
- (iii) At least one toilet of European style.
- (iv) Bathing/shower facilities with provision of hot and cold water. A plastic mug and good quality bucket to be provided
- (v) Mirrors, towels, towel rack, hangers, hooks, fans especially during summer and wire mesh for mosquitoes.
- (vi) Drinking water preferably through water AVM.
- (vii) Reception.
- (viii) Mini cloak room.
- (ix) Adequate number of wash basins with provision of soap solution for hand washing.
- (x) Hand drier.
- (xi) Store room for keeping material for day to day operation & maintenance.
- (xii) Indication boards for the toilet complex in the form of glow sign and signage for ladies, gents and physically handicapped users.

#### **II.(b) Desirable Amenities :**

- (i) AVMs for hot and cold beverages.
- (ii) Solar photo voltaic system
- (iii) Lounge.
- (iv) Provision for shoe polishing.

- (v) Supply of newspaper and magazines at printed rates.

The above amenities both compulsory and desirable should be provided in deluxe toilets at A-1 category of stations and compulsory amenities should be provided in deluxe toilets at 'A' & 'B' category stations.

### **III. CONSTRUCTION OF DELUXE TOILETS :**

#### **Guidelines for construction:-**

- The inside height of the toilet complex should be 3 meters. The size and layout of the toilet complex would depend on the number of users requiring the facility and 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.
- Optimum size of the toilets and bathrooms may be mentioned for guidance.
- The floor should slope gently towards the floor trap. The floor of the bathing area should be sunk to avoid the flow of water outside the bathing area.
- 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.
- Separate ladies and gents section.
- 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, be used by normal users also.
- Separate bathing and changing area.
- Provisions for hot and cold water in taps and showers in each bathroom. All water pipes should be concealed in the walls.
- Chrome plated brass bib cocks should be used for taps. Taps with dual supply (hot/cold) arrangements should preferably be provided in bathrooms.
- Proper flush system with push button flush valve system fitted in the wall for better maintenance and durability.
- Adequate provision of exhaust fans to have effective ventilation.
- Provision should be made in the design of toilet complex to provide natural light during day time.
- Proper electric fixtures with concealed wiring.
- Hand wash area (separate for ladies and gents) with large sized mirrors and sinks. For elegant appearance and durability sink should be lined with granite. Water storage tanks approved quality and adequate capacity to be provided.

Water treatment equipment should be provided for softening/purifying the water fit for human consumption.

- Round the clock service throughout the year.
- Standard signage and display boards in Hind, English as well as regional language.
- To be completed within six months from the date of award of contract.

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 as per stipulated terms and conditions in the agreement. The decision of Railways in this regard will be final and binding upon the bidder.

### **Broad material specifications.**

- All the flooring and wall cladding work should be done with granite/marble/superior tiles of approved quality free from cracks and faults.
- Tiles wherever used should be of superior quality, preferably designer tiles, and of suitable large size to have fewer joints.
- Split level flooring should be avoided.
- Approved quality of sanitary installations/fittings such as Parryware, Hindustan and fittings of Jaipur etc. should be used.
- Doors, windows and ventilators shall be of aluminum sections of approved quality. These should be elegant in appearance.
- Dado shall be up to 2.13 meters height minimum.
- 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.
- Approved quality of branded electrical fittings such as Khaitan, Philips, Osram, Usha, Orient etc. should be used. Internal finishing shall be done as approved by the Railways.
- Samples of all the items shall be got approved from Railways.
- All water pipers, drainage and waste pipes should be concealed.
- 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.

#### **IV. OPERATION AND MAINTENANCE**

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 and continuous availability of clean water should be ensured.

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. Adequate inventory of cleaning material like phenyl, naphthalene balls, and liquid detergents for cleaning floors and tiles, liquid soap solution, floor wipers, brushes, dusters, mops, buckets, mugs, dustbins etc. should always be available at the cost of the service provider. In addition to, the following should also be ensured :-

- Provision of litterbins for proper garbage disposal.
- Adequate no. of safaiwalas in proper uniform with name badges to be posted.
- Employee schedule to be provided.
- The staff provided should be literate and courteous towards the users and assist handicapped persons and old aged users.
- Proper training to be provided to the safaiwals.
- Standard cleaning materials and equipments should be used.

The following maintenance work should be done by the Service Provider:

- All repairs and routine maintenance including prompt repairs of potholes, cracks, concrete joints, electric fittings, lighting, sanitary fittings and signage of the complex should be promptly attended to by the Service Provider.
- It will be the responsibility of the Service Provider to ensure proper drainage upto the pitfall and any choking of drainage should be attended to by him promptly.
- Cleaning the septic tanks, including safe disposal of their contents and maintenance of sewerage system will be the responsibility of the Service Provider.
- White washing and painting should also be undertaken as and when required.
- Mechanized grinding and polishing of the floor surface of the toilet shall be done at least once a year.
- Flowering plants/Flower pots may be provided in and around the toilet complex for beautification.

- Safety and security of passengers/users shall be ensured.
- Prevention of any encroachment in/or adjoining the Pay & Use Toilet block.
- There shall be complete ban on smoking in the public places. The toilet complex should be operated as a no-smoking zone. Proper indication boards to this effect should be displayed in the complex at noticeable points.
- Cleanliness/hygiene of surroundings of toilets (about 2 meters around) should be ensured by the Service Provider.
- Proper litter/garbage disposal at an authorized garbage dump should be done by the Service Provider.

**V. ELECTRICITY AND WATER CHARGES:**

Separate Electric meter and flow meter for electricity and water respectively will be installed by Service Provider at his cost and he will be liable to pay for the actual consumption of power and water supply. In case flow meter is not provided, the Service Provider will have to pay lump sum water charges as decided by the railways. Connection shall be provided by railways from the nearest available electric and water point from where Service Provider has to extend connection at his cost.

**VI. PERIOD OF CONCESSION:**

The period of Concession Agreement for Deluxe 'Pay & Use' toilets under BOT scheme will be 5 years. After completion of concession period, Railway may extend the concession period on mutually agreed terms and license fees subject to the satisfactory performance of the Service Provider. 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 organizations.

**VII. 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 services provided by the Railways.

**VIII. LUMPSUM LICENSE FEES:**

The Service Provider shall pay an annual license fees to the Railways as quoted in the financial bid. Reserve price, however, will be fixed by Railways depending upon various parameters, like category of station, location, amenities provided etc.

The payment of License fees will be on annual basis and to be paid in advance in first quarter of every year of the contract.

**IX. SERVICE CHARGES:**

There will be no price regulation and the Service Provider can charge freely. However, the charges levied from the users/passengers will be marked driven depending upon the types of services provided. Rate list should be displayed at a conspicuous location/entry to the toilets. They should also issue receipt to the users/passengers which should preferably be done through computerized billing system.

**X. 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.

**XI. COMPLAINTS AND SUGGESTIONS:**

While the Service Provider is responsible for ensuring a complaint free service, they 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.

**XII. SELECTION OF AGENCY:**

**A.** Agency should be selected through invitation of an open tender (Single Packet).

**B. Eligibility Criteria:**

- (i) The net worth of the bidder shall not be less than Rs. 50 (Fifty) lakhs.
- (ii) The bidder should have minimum 5 years experience in Construction, Operation and Maintenance of similar facilities.

**C. EVALUATION OF OFFERS**

- (i) Railways will intimate the date & venue of opening of the offers to bidders.
- (ii) Conditional bids will be rejected.

#### **D. 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 and proceed ahead in a manner deemed fit.

**Deluxe toilets which were constructed and maintained on BOT basis as per the initial policy circular of the year 2000 and later handed over to Railways, after the completion of the period of concession, the contract of such toilets can now be awarded for Operation and Maintenance in a manner as adopted for 'Normal Pay & Use ' toilets through single packet open tender, as detailed below.**

#### **XIII. 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.

The Service Provider should indemnify the Railway for the damages caused due to non-compliance to any statutory law, bye-law or service conditions.

#### **XIV. TERMINATION OF CONTRACT:**

The Railways can terminate the contract in case of continued non-compliance of Service Conditions by the Service Provider with one month's notice. The assets will then be transferred to Railways at the Depreciated Replacement Value, which will be determined by the Railways. The Railways will be free to lease the assets on further contract.



#### **XV. ARBITRATION:**

The Divisional Railway Manager (DRM) of the concerned division shall be the sole arbitrator and the decision of DRM shall be final and binding on both the parties.

#### **XVI. PUNITIVE CLAUSE:**

Railways can impose a fine on the Service Provider if the desired level of cleanliness is not maintained and for lack of proper upkeep, facilities, etc. Fine upto Rs.1000/- at a time for unsatisfactory cleanliness and upto Rs. 2000/- at a time for lack of proper upkeep, facilities may be imposed. However, in no case the fine should be more than Rs. 5000/- at a time. Such clause should be clearly brought out in the Agreement.

#### **XVII. LOSS AND THEFT OF PROPERTY:**

The Service Provider shall be solely responsible for the up keep 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. The Service Provider will be responsible for any loss/theft of passenger's property kept in the cloak room of the deluxe toilet.

#### **XVIII. PROJECT COMPLETION:**

The construction shall have to be completed within **6 months** of signing the agreement. No extension shall be given under normal conditions. However, if Railways are satisfied that delay, if any, has been caused due to unforeseen circumstances, extension may be granted for completion of work as per rules.

#### **XIX. TERMS & CONDITIONS:**

Guidelines for framing the Terms and Conditions are specified in **Annexure-I**.

**TERMS AND CONDITIONS:**

- (a) 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.
- (b) The Service Provider shall ensure that the premises are not used for any purpose other than that for which it is allowed under the Agreement. The premises should not be used for playing games, cards etc., which involves stakes/betting etc.
- (c) The Service Provider shall ensure that the construction of toilets is completed in a period of six months from the date of handing over the physical possession of the site. Extension can be granted by Railway, provided the delay was due to unforeseen/unavoidable reasons.
- (d) 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 created by the Service Provider shall stand transferred to the Railways in such eventualities.
- (e) 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.
- (f) 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.
- (g) The Service Provider shall not use or allow any person to use such toilets for residential purpose.

### **3. NORMAL PAY & USE TOILETS:**

**(Authority: Revised as per Commercial Circular no. 34 of 2012 issued vide Railway Board's letter no. 05/TGIV/10/SAN/32/Pay & Use Policy dated 05-06-2012 and Commercial Circular no. 21 of 2014 circulated vide Board letter No. 2013/TG-IV/16/SAN/43/Pol.Cl. Dated 20-05-2014).**

#### **I. SITE SELECTION:**

Normal 'Pay & Use' toilets 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. The renovation and maintenance of the 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 and the condition of the existing toilets is satisfactory, the Railways may entrust them to outside agencies for Operation and Maintenance only with the approval of DRM/ADRM.

#### **II. BASIC AMENITIES TO BE PROVIDED:**

- Urinals.
- Separate toilets for ladies and gents duly making one of the toilets disabled friendly.
- At least one European style toilet.
- Adequate number of washbasins with provision of soap solution for washing hands.
- A small bathing unit (Optional). However, no bathing unit on island platform should be permitted.
- Good quality ceramic flooring and Dado tiles should be used, preferably of larger size to have fewer joints.
- 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.
- Proper cleaning arrangements should be ensured.
- PVC water storage tank of adequate capacity should be provided.
- Litterbins should be provided.
- The toilet unit is to be operated as a no-smoking zone and proper indication board in this regard should be displayed.

- All water pipes, drainage and waste pipes should be concealed.
- The layout plan for renovated unit should be got approved from Railways. The plan should also show disposal of sewage and sullage drains and electrical wiring & fittings.

### **III. OPERATION & MAINTENANCE OF NORMAL PAY & USE TOILETS:**

- Adequate no. of safaiwalas to be posted.
- The staff provided should be literate and courteous towards the users.
- Employee schedule to be provided.
- Standard cleaning materials and equipments should be used.
- Ensure proper cleanliness.
- Ensure safety and security of passengers/users.
- Routine maintenance including prompt repairs of potholes, cracks, concrete joints, electric fittings, lighting, sanitary fittings and signages.
- Prevention of any encroachment in/adjoining the toilet blocks.
- It will be the responsibility of the Service Provider to ensure proper disposal of drainage upto the pitfall and any choking of drainage should be attended to promptly.
- Proper litter/garbage disposal beyond railway limits or at the location as approved by Railways should be done by Service Provider.
- Cleanliness/Hygiene of surroundings of toilets (about 3 to 5 meter around) should be ensured by the Service Provider.
- 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.
- White washing and painting to be undertaken as and when required/instructed.
- Mechanized scrubbing and polishing of the floor surface of the toilet to be done periodically.
- Use of anti-odour material like naphthalene balls, odonil, freshner etc.

### **IV. PERIOD OF CONCESSION:**

The period of Concession for Normal 'Pay and Use' toilets under ROMT scheme will be 10 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. 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 individuals/organizations. However, where the agreement is for Operation and Maintenance only, the period will be for 5 years.

The Service Provider should indemnify the Railways for the damages caused due to non-compliance to any statutory law, bye-law or service conditions.

**V. LUMP SUM LICENSE FEES:**

The Service Provider shall pay an annual license fees to the Railways as quoted in the financial bid. 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 for the financial bid. The payment of license fees will be on annual basis and to be paid in advance in first quarter of every year of the contract.

**VI. 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.

**VII. TERMINATION OF CONTRACT:**

The Railways can terminate the contract in case of continued non-compliance of Service Conditions by the Service Provider with one month's notice.

**VIII. PUNITIVE CLAUSE:**

Railways can impose a fine on the Service Provider if the desired level of cleanliness is not maintained and for lack of proper upkeep, facilities, etc. Fine upto Rs.500/- at a time for unsatisfactory cleanliness and upto Rs. 1000/- at a time for lack of proper upkeep, facilities may be imposed. However, in no case the fine should be more than Rs. 2000/- at a time. Such clause should be clearly brought out in the Agreement.

**IX. COMPLAINTS AND SUGGESTIONS:**

The Service Provider shall provide a 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.

#### **X. PROJECT COMPLETION:**

The renovation as per ROMT of Normal Pay and Use toilets under BOT 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 under unforeseen/unavoidable circumstances, extension may be granted.

**XI.** The specific process for **selection of service provider**, details regarding illumination level at normal 'pay & use' toilets, electricity & water charges to be paid by service provider and realization of usage charge by the service provider at various category of stations are as under;

#### **XII. FOR A-I AND A CATEGORY OF STATIONS:**

##### **A. PROCESS FOR SELECTION OF AGENCY**

**1.** Agency should be selected through invitation of an open tender (Single Packet).

##### **2. Eligibility Criteria:**

- (i) The net worth of the bidder shall not be less than Rs. 10 lakhs in A1 & A category of stations.
- (ii) The bidder should have minimum 3 years experience in Operation and Maintenance of similar facilities.

##### **3. EVALUATION OF OFFERS**

- (i) Railways will intimate the date & venue of opening of the offers to bidders.
- (ii) Conditional bids will be rejected.

##### **4. 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 and proceed ahead in a manner deemed fit.

Accordingly, details of Concession agreement may be drawn.

**B. 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 |

**C. ELECTRICITY AND WATER CHARES:**

Separate Electric and water meters of approved make will be installed by service provider. However, electric and water connection shall be provided by Railways free of cost from the nearest available electric and water point.

The electricity/water charges to be realized will be as under:-

| Water   | Electricity   |
|---|---|
| Actual consumption of Water to be charged. No service charge. | Actual consumption of electricity to be charged. No service charge. |

**D. REALIZATION OF USAGE CHARGES BY THE SERVICE PROVIDER:**

The service provider can charge the users/passengers @ upto Rs 2/- for using latrine and Rs 5/- for using bathroom only or both bathroom and latrine. However, no charge shall be levied for urinals.

The rates can be reviewed once in three years on mutually agreed terms. 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.

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### **XIII. FOR B AND C CATEGORY OF STATIONS:**

#### **A. PROCESS FOR SELECTION OF AGENCY**

1. Agency should be selected through invitation of an open tender (Single Packet).

#### **2. Eligibility Criteria:**

- (i) The net worth of the bidder shall not be less than **Rs. 5 lakhs in B & C category** of stations.
- (ii) The bidder should have minimum 3 years experience in Operation and Maintenance of similar facilities.

#### **3. EVALUATION OF OFFERS**

- (i) Railways will intimate the date & venue of opening of the offers to bidders.
- (ii) Conditional bids will be rejected.

#### **4. 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 and proceed ahead in a manner deemed fit.

Accordingly, details of Concession agreement may be drawn.

#### **B. ILLUMINATION LEVEL:**

Illumination level would be as under:-

| <b>Approved lux levels</b> |                      | <b>Luminaries</b> |
|----------------------------|----------------------|-------------------|
| For Model Stations         | For other than Model |                   |



|    |          |             |
|----|----------|-------------|
|    | Stations |             |
| 75 | 50       | T5/CFL/LEDs |

**C. 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 Railways free of cost from the nearest available electric and water point.

The electricity/water charges to be realized will be as under:-

| Category of Station | Water   | Electricity  |
|---------------------|---|--|
| 'B'                 | Upto 15000 liters/month free (@500 liters/day) and thereafter payment as per actual consumption. No service charge. | Free for the first 200 units on monthly basis and beyond 200 units actual consumption of electricity to be charged. No service charge. |
| 'C'                 | Free  | Free for the first 200 units on monthly basis and beyond 200 units actual consumption of electricity to be charged. No service charge. |

**D REALIZATION OF USAGE CHARGES BY THE SERVICE PROVIDER:**

The service provider can charge the users/passengers @ upto Rs 2/- for using latrine and Rs 5/- for using bathroom only or both bathroom and latrine. However, no charge shall be levied for urinals.

At 'C' category (suburban) stations, zonal railways may consider with the approval of General Managers to levy a charge of Re 1/- for urinals where maintenance of normal 'Pay and Use' toilets is found to be unviable. The rates can be reviewed once in three years on mutually agreed terms.

The rates 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.

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#### **XIV. FOR 'D' AND 'E' CATEGORY OF STATIONS**

##### **A. PROCESS FOR SELECTION OF AGENCY**

1. Agency should be selected through invitation of an open tender (Single Packet).

2. **Eligibility Criteria:**

(i) The net worth of the bidder shall **not be less than Rs. 2 lakhs in D & E category** of stations.

(ii) The bidder should have minimum 3 years experience in Operation and Maintenance of similar facilities.

3. **EVALUATION OF OFFERS**

(i) Railways will intimate the date & venue of opening of the offers to bidders.

(ii) Conditional bids will be rejected.

4. **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 and proceed ahead in a manner deemed fit.

Accordingly, details of Concession agreement may be drawn.

##### **B. ILLUMINATION LEVEL:**

Illumination level would be as under:-

| <b>Approved lux levels</b> |                                      | <b>Luminaries</b> |
|----------------------------|--------------------------------------|-------------------|
| <b>For Model Stations</b>  | <b>For other than Model Stations</b> |                   |
| 50                         | 50                                   | T5/CFL/LEDs       |

**C. ELECTRICITY AND WATER CHARES:**

Separate Electric and water meters of approved make will be installed by service provider. However, electric and water connection shall be provided by Railways free of cost from the nearest available electric and water point.

The electricity/water charges to be realized will be as under:-

| <b>Water</b> | <b>Electricity</b> |
|--------------|--------------------|
| Free         | Free               |

**D REALIZATION OF USAGE CHARGES BY THE SERVICE PROVIDER:**

The service provider can charge the users/passengers @ upto Rs 2/- for using latrine and Rs 5/- for using bathroom only or both bathroom and latrine. However, no charge shall be levied for urinals.

The rates can be reviewed once in three years on mutually agreed terms. 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 service provided.

**4. PAY AND USE TOILETS AT SMALLER STATIONS:**

At smaller 'D' and 'E' category of stations Railways shall construct the Toilet Units and the contract to operate them on 'Pay & Use' basis may be awarded to a suitable Service Provider, selected through normal tendering process by a Committee of Assistant Scale Officers of Commercial and Finance Departments. Provision of bathing facilities can be optional in such toilet blocks. Depending upon the patronage of the station, the Service Provider should quote a lump sum amount to be paid to Railways or the amount Railway should pay him as the case may be. However, the maximum amount payable by Railways shall not exceed Rs. 2500 per month. The amount may be increased by 5% every year in consultation with FA&CAO.

The Service Provider can charge the users/passengers @ Rs. 2/- for using latrine and Rs. 5/- for using bathroom only or both latrine and bathroom (if provided), however, no charges shall be levied for urinals and from handicapped persons for using latrines also. The rates can be reviewed once in three years on mutually agreed terms. The rate list should be displayed at noticeable locations/entry points to the toilets. Clear sign-board showing that urinals are free should be displayed. In order to ensure complaint-free service, a receipt may be issued to the users/passengers for the services provided.

### **SUPERVISION AND PROPER MONITORING OF PAY & USE TOILETS**

In order to ensure proper maintenance of the 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 – I. Zonal Railways may incorporate additional features/activities taking into account the local conditions.

**Suggested schedule of cleaning, monitoring and inspection of Pay & Use Toilets.**

**Minimum schedule of cleaning activities for A-1, A, B & C category stations:**

| <b>Sr.No.</b> | <b>Activities planned</b>                | <b>Frequency of cleaning</b> |
|---------------|--|------------------------------|
| 1             | HP washing                               | Minimum thrice in a day      |
| 2             | Des Spray                                | Minimum once in a day        |
| 3             | Wet cleaning on glass walls, mirrors etc | Minimum once in a day        |
| 4             | Stain removing on granite walls          | Minimum once in a week       |

Other cleaning activities required for keeping the pay and use toilets neat and clean on regular basis and the frequency of the activities may be decided by the concerned Zonal Railway. 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)

**Schedule of monitoring and inspections:**

Inspection schedule shall be as under:

**At A-1, A, B and C category stations:**

|   |                   |
|---|-------------------|
| Inspection by Health Inspector/Commercial Inspector       | Once a week       |
| Inspection by Station Manager                             | Once a month      |
| Inspection by Asst. Scale Officer (Commercial or Medical) | Once in six month |
| Inspection by Sr. Scale Officer ( Commercial or Medical)  | Once a year       |

**At D and E category stations the schedules will be decided by the concerned Zonal Railways.**

- The nominated official will also see the complaint and suggestion register provided by the service provider and ensure that the entries made therein are taken care of.
- In case of any deficiencies and non-compliance of the conditions of the contract, the nominated official shall bring to the notice of the higher authorities and get the appropriate action initiated against the service provider as per the conditions of the contract.

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