

Special Conditions for Contracts for Pay & Use Toilets contracts through e-Auction

1. Scope of Contract:

- a. Operation and Management of Pay & Use toilet contract at _____ of _____ division _____ Railway for a period of _____ years at the cost of licensee.
- b. Licensee shall be solely responsible for payment of electricity charges, electricity deposit & other incidental expenses related to operation and maintenance of Pay & Use toilets are to be solely borne by the Licensee.
- c. All the facilities /materials /consumables required for the work should be borne by the Licensee.
- d. Cost of all the equipment / installation will be borne by Licensee; no material will be given by railway.
- e. All the installation is to be done under the overall supervision of concerned SSE Electrical / SSE works, Sectional Commercial Inspector at station.
- f. The Railway shall provide existing toilet blocks on "as is where is basis", as available at the station to the Licensee. The title of the land will always remain with the Railways.
- g. The tenderer in his own interest may examine the Toilets/Blocks of given location physically visiting to the site and should satisfy himself about the condition (Engineering and Electrical) of Toilet-Block before applying for the Pay & Use contract. Any dispute on this account will not be entertained after allotment of contract, and the contractor would have to undertake repair works if any. It should be the responsibility of the tenderer to hand over the toilet blocks in proper condition as he was allotted.
- h. Toilets will have to be maintained and operated by the Licensee at their own cost. Cleanliness shall be maintained as prescribed hereunder.
- i. Licensee is allowed to charge Rs. ___/- for use of Toilet & Urinal shall be allowed free of charge. (In case of operation of Toilet Block on BOT or ROMT basis, the Licensee shall be allowed to charge Re. ___/- for urinal)
- j. **Deluxe Pay and use (BOT): Advertisement rights to the licensee in interior and exterior walls (max of 75%) of the toilet building.**

2. User Charges:

- a. The Licensee can charge the user presently at the following rates mentioned below. The rate list should be displayed at noticeable location/entry points to the location. The Licensee should issue a receipt to the user for service provided.

Catg.ofStn	For Bathroom & Latrine	Latrine
NSG 1 & 2	Rs. ___/-	Rs. ___/-
NSG 3& 4	Rs. ___/-	Rs. ___/-
SG 1,2,3	Rs. ___/-	Rs. ___/-
NSG 5 & 6	Rs. ___/-	Rs. ___/-

- b. The Licensee should provide a wall mounted board displaying the name of contractor, phone nos. and rate list chargeable from passengers. The board should be in trilingual (Hindi, English, & regional language), displayed prominently at the site of the toilet

block, within one day of commencement of contract. The size of the board should not be less than 4' X 3'.

- c. **Cashless mode of payment i.e. Point-of-Sale machines should be installed at counters, along with other digital modes of payment like Bhim, UPI etc. for collection of usage charges.**

3. Illumination level:

- a. Since the operation of Pay & use is an important passenger amenity item which needs proper illumination of site through desired lux level, the fixtures provided in this regard by Railway's at the time of handing over the premises for operation will be maintained by the licensee during the contract period and will hand over the same as it was handed over to him.
- b. Any deficiency noticed in this regard at the time of taking back will be recovered from SD.

4. Electricity and water charges:

- a. Connection to this facility will be provided by railways from the nearest available electric and water point from where the Licensee has to extend connection at his cost.
- b. Separate electric meters and water flow meters will be installed and maintained by Licensees.
- c. Necessary bills for the consumption beyond the permissible free limit will be borne by the Licensee.

Catg. of station	Water charges	Electricity charges
NSG 1 & 2	Upto 1,50,000 litres/ month free (@5000 litres/day) and thereafter payment as per actual consumption. No service charge.	Free for the first 800 units on a monthly basis and beyond 800 units actual consumption of electricity to be charged. No service charge.
NSG 3 & 4	Upto 40,000 litres/ month free (@1300 litres /day) and thereafter payment as per actual consumption. No service charge.	Free for the first 300 units on a monthly basis and beyond 300 units actual consumption of electricity to be charged. No service charge.
SG 1, 2, 3	Free water supply.	Free for the first 700 units on a monthly basis and beyond 700 units actual consumption of electricity to be charged. No service charge.
NSG 5, 6	Free water supply.	Free electric supply.

5. Maintenance work: The railway Administration will ensure the following –

- a. All repairs and routine maintenance to electric fittings, potholes, cracks, sanitary fittings, drainage and signages should be attended immediately.
- b. Cleaning of septic tanks including safe disposal of their contents and maintenance of the sewerage system.
- c. White washing and painting as and when required.
- d. Mechanized grinding and polishing of floor surface of the toilet to be done at least once in a year.

- c. Prevention of any encroachment in and around the facility.

6. Tax liability:

- a. The Licensee shall be responsible for all the taxes including GST to be paid to the State Govt./Central Govt./Local civic agencies for the services rendered by him. There will be no tax liability upon the railways whatsoever on any account.
- b. GST or any other Tax as may be levied by Central/State government at any stage will be applicable from the date of its imposition and shall be borne by the Licensee.

7. Complaints and suggestions:

- a. While the Licensee is responsible for ensuring a complaint free service, they should also maintain a complaint and suggestion register provided by railways at the toilets, which should be made available to the users/ passengers.
- b. A notice to this effect may be displayed at the entry points of the toilets.
- c. The Licensee has to submit the complaint/feedback to divisional authorities within 24 hrs of being lodged by passenger. Tempering with complaints and suggestion register will be viewed very seriously by administration and suitable penalties will be imposed.

8. Termination of contract:

- a. Railways can terminate the contract in case of continued non-compliance of service conditions by the Licensee.
- b. On termination of the contract the assets will then be transferred to Railways at the risk and cost of Licensee and the Railways will be free to lease the assets on further contract.
- c. Railways shall have the right to cancel/ revoke/ terminate the agreement at any stage by giving minimum 15 days show cause notice in case of breach of any of the stipulated terms and conditions by the Licensee or if their performance is not found satisfactory or other offences. In such circumstances the security deposit shall be forfeited.

9. Loss and theft of property:

The Licensee 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.

- 10. The Licensee 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. any activity which is against the public policies.
- 11. The sites and the works assigned to the Licensee 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.
- 12. Railway Administration reserves the right to alter or add to the above rules and such alterations and additions shall be binding on the Licensee from the date of such notifications issued thereof.
- 13. The Licensee 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.

14. Non-Transferable Rights: The Licensee after executing the agreement shall not transfer/sublet or dispose of the rights and benefits under the agreement or any project agreement except with the prior written consent of the Railways, which Railways shall be entitled to decline without assigning any reason whatsoever. The sites and the works assigned to the Licensee by the Railways shall not be transferred to any person, Trust, Society, Firm or Institution in any manner whatsoever at any time, whether during or after the termination of the agreement.

15. Cleaning & Operation of Toilet Block: It is the responsibility of the Licensee to operate and maintain the Toilet Block in good condition round the clock.

Activity planned	NSG 1 & 2 Station	NSG 3 & 4catg Station	SG 1, 2 , 3catg Station
High Pressure washing	Four times in a day	Three times in a day	Four times in a day
Deo spray	Twice in a day	Once in a day	Twice in a day
Wet cleaning of glass walls and mirrors.	Twice in a day	Once in a day	Twice in a day
Stain removal on granite walls	Once in a day	Once in two days	Once in a day
Garbage disposal to municipal dumping area	Four times a day	Four times a day	Four times a day

18. Cleaning Agents: The cleanliness of the station toilet is the sole Responsibility of the **contractor**. All the cleaning agents used for cleaning shall be biodegradable, environment friendly so that it does not cause any harm to the passengers & the objects for which it is used. It shall follow all the Mandatory international & National standards of chemicals.

19. Essential Ecological Requirements for All the cleaning Agents:

- Shall have excellent biodegradability.
- Should be Phosphate free
- Should not be a combustible liquid according to the regulations governing combustible liquids.
- The cleaning agents should preferably have near neutral PH value in used dilution.
- Should have soothing fragrance & smell.

Sr. No.	Item Description	Brand/make
1	Cleaning compound for PVC floor, Rexine and wall panels	Standard/ reputed brands of good quality
2	Cleaning agent for commode pan and wall protector	(as above)

3	Disinfectant fluid	(as above)
4	Mirror/window glass cleaner	(as above)
5	Deodorant stick in lavatories	(as above)
6	Liquid Soap for hand wash	(as above)
7	Mosquito repellent	(as above)
8	Toilet paper Roll in western style toilet if available	(as above)

- f. It should be cleaned with **Bio Enzymatic Products**. Suitable fragrance shall be sprayed at the time of every cleaning and whenever required. No foul smell should be experienced either by passengers or inspectorial staff/officers which on each complaint or occasion will lead to levy of penalty.
- g. The outside walls of the toilet blocks shall be cleaned twice in a day. If any spit or pan stain is found on the outside or inside walls of toilet block, penalty shall be levied.

20. Service Conditions:

- a. Maintenance of the toilets to the satisfaction of Railways.
- b. Display of tariff board & contractors details at the site.
- c. Recovery of charges as per tariff rate prescribed.
- d. Maintenance including prompt repairs of potholes, cracks, concrete joints, electrical fittings, sanitary fitting and signages upto date duly the currency of the contract.
- e. Adequate no. of safaisewak to be posted.
- f. Payment of Minimum Wages to the laborers employed.
- g. Submission of necessary documents thereof to the administration.
- h. The staff provided should be courteous towards the users.
- i. Employee schedule to be provided.
- j. Standard cleaning materials and equipment should be used.
- k. Maintain adequate buffer stock of consumables used for maintenance of cleanliness.
- l. Ensure safety and security of passengers/users.
- m. Prevention of any encroachment in/adjoining areas of toilet blocks.
- n. It will be the responsibility of the Licensee to ensure proper disposal of drainage up to the pitfall and any choking should be attended promptly.
- o. Proper litter/garbage disposal beyond railway limits or at the location as approved by Railways should be done by Licensee.
- p. Cleaning/Hygiene of the surrounding of the toilet (about 1 meter around) should be ensured by the Licensee.
- q. Cashless mode of payment i.e. Point-of-Sale machines should be installed at counters, along with other modes of digital payment like Bhim, UPI etc. for collection of usage charges..

21. Details of Operator:

- a. The details of the operator shall be furnished to the concerned station master/CNC on monthly basis. The Licensee shall maintain proper muster of all employees. Details regarding payment of wages shall be furnished on a regular basis.

- b. Sufficient staff shall be deployed by the Licensee in specified uniform with clear and readable name badge, round the clock at these toilet blocks. In case of non-availability of licensee's person at toilet block or for its staff being without uniform, penalty shall be levied.
 - c. The licensee should issue ID cards to staff working at the Pay & Use location.
 - d. The licensee should submit adequate documentary proof viz copy of agreement or electricity bill in case of change of address.
 - e. The Licensee/Licensees shall appoint reliable and honest staff in adequate number and of good moral character and shall furnish their names to Administration.
22. The Railway Administration shall not be responsible for any loss/damages to any financial agencies, commercial outfit's consequent on the termination of the contract for whatsoever reasons.
23. The licensee shall not be entitled to any claim against the Railway Administration for any damages, loss etc., that the licensee may sustain on account of fire or any other causes attributable to carelessness on the part of the licensee.
24. In the event of the death of the licensee during the contract period, the legal heirs of the deceased namely wife, son, daughter, widow dependent daughter-in-law may be allowed to continue the unexpired portion of the contract purely at the discretion and permission of the Railway Administration on production of legal heirs certificate subject to fulfilling the terms and conditions stipulated in the agreement.
25. The agreement shall at all times be open to revision and amendment by the Railway Administration after giving one month's notice in writing of such revision or amendment at the end of which any revision or amendment shall take effect, unless the licensee has objected thereto in writing giving 15 days after the receipt of said notice.
26. If any dispute difference or question arise between the Railway Administration here to or has to the drawing plans/constructions or interpretations of any of the terms and conditions as to its applications (except the decisions whereof here in expressly and the licensee as to the respective rights and duties and obligations of the parties provided for) then the same shall be dealt by Divisional Railway Manager, whose decision shall be final and binding on both the parties.
27. The existence of any dispute of difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay performance by parties of their respective obligations pursuant to the agreement.
28. Subject as otherwise provided in this agreement all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Sr. Divisional Commercial Manager, _____ Division, _____ Railway or any other executive officer acting on his behalf.
29. Except otherwise provided herein any agreement, oral or written abandoning the terms hereof shall be of no effect and shall not be valid or binding or enforceable unless and until the same is incorporated in the formal supplementary agreement in writing and signed by the parties thereof.
30. If the toilet block remains un-operated on administrative ground i.e. renovation, sewerage problem/ drainage problem, any major repairs/renovation in basic infrastructure etc. Railway administration may adjust license fee of non operated period with the due license fee on receipt of joint report of CCI, Station Manager concerned official of concerned station.

31. Railway passes: Licensee or his employee shall not be entitled for free Railway Passes.

32. Indemnity:

- a. The Contractor shall keep the Railway Administration indemnified and completely absolved of any risk damage or loss, however caused due to any kind of disturbances to their property or to their personnel under employment or otherwise engaged by them in discharge of their duties connected with the display of advertisement including claims under the Workmen's Compensation Act. The Railway Administration accepts no responsibility for any loss damage of advertising materials belonging to the contractor, no matter how so ever caused.
- b. The contractor agrees to indemnify the Railway Administration against any loss or damage to the property of the Railway Administration and/or against any claims under any Act in force including workmen's Compensation Act made for the employee of the Railway Administration or any Third party for death, disablement or injury to persons whatsoever, arising out of or in any way of compensation, costs, charges or expenses in this connection shall be considered reasonable and shall be reimbursed by the contractor to the Railway Administration immediately on demand.
- c. To indemnify the Railway against contravention of laws by the contractor. The contractor undertakes to indemnify the Railway against fine, penalty, costs etc. imposed on the Railway by any authority due to contravention of any law statute etc. of the State or Central Government or local bodies by the Contractor in the course of the contract by exhibiting any advertisements, which is contrary to such laws.
- d. The Contractor shall comply with all relevant statutes including Contract Labour (Abolition and Regulation) Act and Rules of Payment of Minimum Wages Act and other Labour Laws and keep the Railway Administration indemnified against any claims arising out of said act.
- e. No Railway facilities such as pass, concessional ticket consideration of employment in Railways will be available to Contractor's employees. The Contractor shall be fully responsible for the welfare of his employees.
