

**GOVERNMENT OF INDIA/BHARAT SARKAR**  
**MINISTRY OF RAILWAYS/RAIL MANTRALAYA**  
(RAILWAY BOARD)

No. 05/TGIV/10/SAN/32/Pay & Use Policy

New Delhi, dated 07.6.06

The General Managers,  
All Zonal Railways

Policy Circular No.46 -Commercial Directorate

Sub: Policy for 'Pay & Use' toilets

Instructions have been issued vide Board's letter No.2000/TGIV/10/29/Pay & Use Pol. dated 31.5.2000 laying down guidelines for introduction of 'Pay & Use' toilets. The policy circular has been reviewed and fresh guidelines to be followed on the subject matter are enclosed.

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

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Kindly acknowledge receipt of the letter.

(R. K. Tandon)  
Executive Director Passenger Marketing  
Railway Board

Encl: Policy guidelines with Annexure

No. 05/TGIV/10/SAN/32/Pay & Use Policy

New Delhi, dated 7.06.06

For Financial Commissioner  
Railway Board

No. 05/TGIV/10/SAN/32/Pay & Use Policy

New Delhi, dated 7.06.06

Copy to:  
Chief Commercial Managers, All Zonal Railways  
FA & CAOs, All Zonal Railways

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

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 and Use' basis. Rights for advertisement through glow signboards may be permitted on the interior and exterior walls (maximum of 75%) of the building of the Toilet Complex but mounted hoardings on roof would not be permitted. The firms 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 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.

### **2. DELUXE TOILETS:**

**I. SITE SELECTION:** A team of supervisors from Commercial and 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 signs 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' and 'B' category stations.

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

### **Guidelines for construction:**

- 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 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 provisions 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 of 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 Hindi, 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 in 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 and windows and ventilators shall be of aluminum sections of approved quality. These should be elegant in appearance.
- Dado shall be up to 2.13 metres 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 pipes, 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 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 safaiwalas.
- 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 Pay & Use toilet block.
- There shall be complete ban on smoking in 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 metres 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 and Use' toilets under BOT scheme will be 15 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 organisations.

#### **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 service provided by the Railways.

#### **VIII. LUMPSUM LICENSE FEES:**

The Service Provider shall pay an annual licence 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 the 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 market driven depending upon the types of services provided. Rate list should 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. Expression of Interest (EOI):**

(a) Expression of Interest (EOI) will be called by Railway through leading national newspapers from the interested parties/organizations. A one to one meeting with the parties shall be held in which they will have the option to deliver a presentation of the design/layout/concept of the proposed deluxe toilet. They can share with the Railways their innovative ideas if any, with complete specification. A JA-Grade Committee consisting of Officers from Commercial, Engineering and Finance departments will be nominated by DRM/ADRM (if JAG is not posted in the division, a senior scale officer can be nominated) to

evaluate their proposals and presentation. After presentation, the Committee will finalize the broad layout, plan and elevation along with technical and material specifications, etc. for incorporating the same in the bid documents. Shortlisting of the parties/organization will be done based on the following criteria:

- (i) The net worth of the bidder shall not be less than Rs. 50 lakhs from the business of operating and maintaining toilet complex.
  - (ii) The bidder should have adequate experience of Construction, Operation and Maintenance of similar facilities.
  - (iii) Overall capacity and working standard of the firm by way of previous experience and their pre-bid presentation
  - (iv) The technical qualifications of the officers and staff employed by the bidder.
- (b) Based on the finalisation of layout and design, a single packet tender should be called containing the 'Financial Bid' from the shortlisted parties.

**B. Responsibility of the Bidders before submission of Offers:**

- (a) The bidder shall be responsible for all the costs associated with the preparation of the proposal and their participation in the selection process. Railways will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- (b) The bidder shall ensure that the bid is complete in all respects and conforms to all the requirements.
- (c) The bidder should be familiar with the clearances required from various authorities to commence work. The bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- (d) It would be deemed that by submitting the bid, the bidder has made a complete and careful examination of the documents and obtained all relevant information about the project. Railways shall not be liable for any mistake or error on the part of the Bidder in this respect.

**C. EVALUATION OF OFFERS:**

- a) **Opening of financial bid.**

- (i) Railways will intimate the date and venue of opening of the offers to bidders. They should be requested to be present at the time of opening of the financial bid.
- (ii) Conditional bids will be rejected.
- (iii) The above Committee will evaluate the offers and their recommendations shall be accepted by DRM/ADRM.

#### **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.

#### **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**.

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

#### **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 can also be done through public-private partnership and such toilets can be entrusted outside agencies on Renovate, Operate & Maintain and Transfer (ROT) and conditions for the same can be on the above lines.

## **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.

## **III. CONSTRUCTION OF NORMAL PAY & USE TOILETS:**

- Should have proper electrical provisions.
- 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 containing size orientation etc. of latrines, bathroom and rooms showing plumbing layout and various fixtures like taps, water closets/cisterns, sink, 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 & 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 block.

- 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 lines or a the location aws approved by Railways should be done by Service Provider.
- Cleanliness/Hygiene of surroundings of toilets (about 1 metre 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.
- Mechanised scrubbing and polishing of the floor surface of the toilet to be done periodically.

#### **V. ELECTRICITY AND WATER CHARGES:**

Separate Electric meter will be installed by Service Provider who will be liable to pay for the actual consumption of power. The Service Provider will have to pay a lump sum monthly 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 for Normal 'Pay and Use' toilets under BOT(or ROT) scheme will be 15 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 and who will be free to lease it further to other 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.

#### **VII. LUMPSUM LICENSE FEES:**

The Service Provider shall pay an annual license fees to the Railways as quoted in the his offer. Reserve price, however, will be fixed by the Railways.

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.

#### **VIII. SERVICE CHARGES:**

The Service Provider can charge the users/passengers @ 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.

#### **IX. 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.

#### **X. 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.

#### **XI. PUNITIVE CLAUSE:**

Railways can impose 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.

#### **XII. 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.

### **XIII. SELECTION OF AGENCY:**

Same procedure should be followed as outlined for Deluxe Toilets, for selection of bidder. Accordingly, details of Concession agreement may be drawn. Reserve price so fixed may be indicated in the tender document for the financial bid.

Evaluation of offers will be done by a Committee consisting of Senior Scale Officers of Commercial, Engineering and Finance departments.

### **XIV. PROJECT COMPLETION:**

The construction 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.

#### **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. 1500 per month.

The Service Provider can charge the users/passengers @ Rs 2/- for using the 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.

Electricity and water will be provided free of cost by the Railways for operation and maintenance of such 'Pay and Use' toilets.

## **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.

## **‘Pay & Use’ toilets**

- At present, more than 550 stations are provided with ‘Pay & Use’ toilets on Indian Railways.
- Comprehensive policy instructions for developing deluxe and normal toilets under the ‘Pay & Use’ scheme at all stations including the smaller stations is under review in the Board’s office indicating the following:
  - i. Deluxe Toilets should be provided in the circulating areas of A-1, A & B category of stations with value added services.
  - ii. 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.
  - iii. At D, E and F type of stations also adequate number of "Pay & Use" toilets should be available at appropriate locations.
  - iv. 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.
  - v. These toilets shall be constructed by the interested firms at their own costs and shall be operated and maintained by them on ‘Pay and Use’ basis.
  - vi. The firms having the expertise in this field may be asked to bring forth their capacity, capability and experience in constructing and maintaining such facilities.
  - vii. Rights for advertisement may be permitted on exterior walls (maximum of 75%) of the building of the Toilet Complex.

