

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 14.06.2022

The General Managers,
All Zonal Railways.

Sub: 'Special Conditions for Contract' for Commercial Earning awarded through e-Auction.

Ref: FM Circular No. 11 of 2022, issued vide Board's letter no. 2022/TC(FM)/10/04, dated 13.06.2022.

Attention is invited to Board's letter under reference, wherein 'Policy guidelines' and 'Standard Conditions of Contract' for Commercial Earning and Non Fare Revenue (NFR) Contracts awarded through e-Auction, were issued.


In this regard, the Competent Authority have approved 'Special Conditions for Contract' for Commercial Earning (Pay & Use toilet, Cloak Room management, Plastic Bottle Crushing Machine and AC Waiting Hall management contracts). A copy of the same is enclosed herewith. These guidelines shall be applicable only for Commercial Earning contracts (Pay & Use toilet, Cloak Room management, Plastic Bottle Crushing Machine and AC Waiting Hall management), awarded through e-Auction.

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

Zonal Railways must ensure strict compliance of the above mentioned instructions.

Receipt of this letter may please be acknowledged.

DA: As above.


(Priya Devrani)
Dy. Director Traffic Comml (G)-I

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 14.06.2022

Copy forwarded to:

1. The Deputy Comptroller & Auditor General of India (Railways) Room No. 224, Rail Bhawan with 36 spares.
2. Principal Financial Advisors, All Indian Railways.


For Member (Finance)/Railway Board
14.06.2022

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 14.06.2022

Copy forwarded for information and necessary action to:

1. The Principal Chief Operations Managers, All Indian Railways.
2. The Principal Chief Commercial Managers, All Indian Railways.
3. The Chief Passenger Transportation Managers, All Indian Railways.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director, Indian Railways Institute of Transport Management (IRITM), Manak Nagar, Lucknow.
6. Director General, National Academy of Indian Railways, Vadodara.
7. Managing Director/ Chief Commercial Manager, Konkan Railway Corporation, Belapur Bhawan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai-400014.
8. Managing Director, Centre for Railway Information System (CRIS), Chanakyapuri, Near National Rail Museum, New Delhi.
9. Managing Director, DFCCIL, Pragati Maidan, New Delhi.



(Pritha Devrani)

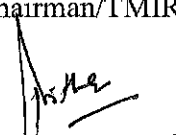
Dy. Director Traffic Comml (G)-I

No. 2022/TG-IV/18/Misc/E-Auction

New Delhi, dated 14.06.2022

Copy for kind information to:

1. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
2. AM(Traffic), AM(C), Adv (Infra), Adv. (Vig), AM(M&BD), EDFM, EDTC(G)/NFR, EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), ED(BD), DTT(Coord), OSD/Chairman & CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.



(Pritha Devrani)

Dy. Director Traffic Comml (G)-I

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

1. Scope of Contract:

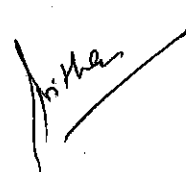
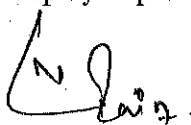
- a. Operation and Management of Pay & Use toilet contract at _____ of _____ division _____ Railway for a period of _____ years at the cost of licensee.
- b. Licensee shall be solely responsible for payment of electricity charges, electricity deposit & other incidental expenses related to operation and 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



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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.

[Handwritten Signature] *[Handwritten Signature]*
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- e. 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.



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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.


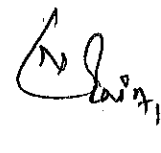
Activity planned	NSG 1 & 2 Station	NSG 3 & 4catg Station	SG 1, 2 , 3catg Station
High Pressure washing	Four times in a day	Three times in a day	Four times in a day
Deo spray	Twice in a day	Once in a day	Twice in a day
Wet cleaning of glass walls and mirrors.	Twice in a day	Once in a day	Twice in a day
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)

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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)

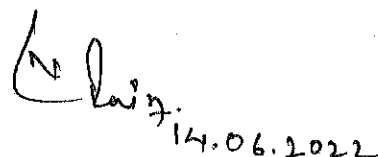
- f. It should be cleaned with **Bio Enzymatic Products**. Suitable fragrance shall be sprayed at the time of every cleaning and whenever required. No foul smell should be experienced either by passengers or inspectorial staff/officers which on each complaint or occasion will lead to levy of penalty.
- 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..


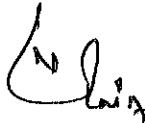
21. Details of Operator:

- 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.

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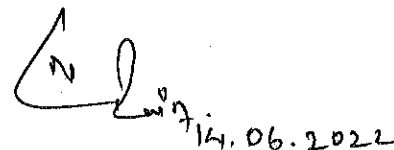
- b. Sufficient staff shall be deployed by the Licensee in specified uniform with clear and readable name badge, round the clock at these toilet blocks. In case of non-availability of licensee's person at toilet block or for its staff being without uniform, penalty shall be levied.
 - c. The licensee 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.

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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.



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**Special Conditions of Contract for
Cloak Room Management contracts through e-Auctions**

1. Scope of Work:

- a. Operation and Management of Cloak Room at _____ of _____ division _____ Railway for a period of 5 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 cloak room 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. Licensee shall charge the customers/passengers as per prevailing cloak room rates i. e. for first 24 hrs or part thereof Rs. ___/- per package and for subsequent 24 hrs. or part thereof Rs. ___/-.
- g. Licensee is permitted to provide digital/manual lockers at his own cost
- h. Manpower for running operations will be the responsibility of the Proponent.

2. Process of utilisation:



- a. RPF to scan the luggage and cable tie with security check tag. Licensee shall not accept any baggage without such seals.
- b. Customers will have to provide Name, contact No. PNR No./UTS Ticket No. while depositing the luggage in the cloakroom/locker. The Licensee shall maintain all such records for entire contract period.
- c. Licensee shall provide options for digital payment mode.

3. Other Conditions:

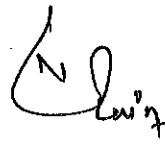
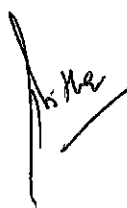
- a. Care should be taken that norms of aesthetics, environment concerns, decongestant, safety and security and free movement of passengers, all other standards of sanitation, construction (of temporary structures), fire safety etc. as prescribed under Railway rules are not violated.
- b. No permanent structure should be constructed.
- c. Manual Lockers / Digital-lockers (if provided) shall be property of Railways on expiry of the contract.

4. Subletting: At no time transferring, mortgaging, subletting the rights/privileges conferred under this contract would be permissible.

5. Security Arrangements: In addition to the routine Railway security arrangements, the Licensee shall be permitted to engage his own security personnel / staff of good conduct to safeguard the material, installations, etc. with the prior permission of Railway Administration. The antecedents of persons deployed shall be verified by the Licensee from the concerned police dept. The security personnel / staff engaged by the Licensee shall not be entitled for any Railway benefit and / or free passes to the Licensee or his staff for rail journey. The staff deputed by Licensee shall be permitted to work only on production of photo identity card duly attested issued by the Licensee as per approved format.

 
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6. Licensee shall not be allowed to have any kind of commercial publicity within the Cloak Room.
7. This being an earning contract, the Railways shall not be responsible or liable to any employee of the Licensee for compliance of any labour laws. Compliances of all labour laws for the deployment of staff shall be the sole responsibility of the Licensee.
8. **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.**




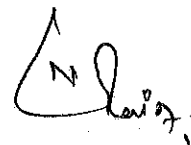
14.06.2022

**Special Conditions of Contract for
Plastic Bottle Crusher Machines contracts through e-Auctions**

1. Scope of Work

- A. Operation and Management of PBCM at _____ of _____ division _____ Railway for a period of 5 years at the cost of licensee.
- B. Licensee shall be solely responsible for payment of expenses related to operation and maintenance of PBCM 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. Manpower for running operations will be the responsibility of the Proponent.

- 2. **Advertisement Rights:** The licensee shall be allowed to display advertisement/publicity at the side of the PBCM with maximum of 75% area or on the body of Machine.
- 3. The licensee may be allowed to sell plastic waste and retained by the revenue.
- 4. Electricity to be provided by Zonal Railways free of cost.
- 5. Licensee shall abide by all the conditions specified in the Agreement document and Letter of Acceptance, failing which suitable penalty may be imposed by zonal Railways.
- 6. Cashless mode of payment i.e. point of sale should be installed at counters like Bhim UPI etc. for collection of usage charges.
- 7. The contractor shall abide all environmental laws and rules and shall be solely responsible for any pollution to the environment while executing the contract. The contractor shall indemnify the Railways from any environmental issue or obligation on this account.

 
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Special Conditions of Contract for AC Waiting Hall Management contracts through e-Auction

1. Scope of Work:

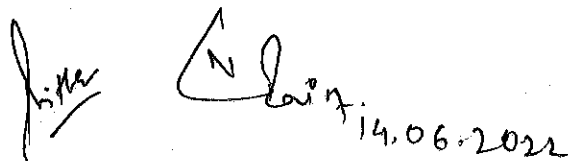
- (i) Tender for work of up-gradation, maintenance and manning of AC waiting rooms with modern facilities, amenities like multipurpose stalls and Tourist Kiosk at station
- (ii) The total area of AC Waiting Rooms is _____ sq.ft.
- (iii) Following amenities shall be provided in waiting room by bidder:
 - a) Provision of beverages/refreshment stalls which will be permitted to sell PAD items. Light refreshments. Beverages (Non Alcoholic) (Water Bottle Railneer permitted only), self-dispensing machines, tea & coffee etc at market rates with prior approval of Railways. However, no cooking will be permitted.
 - b) Travel desk
 - c) Sale of newspaper, magazines books, toiletries and OTC medicines will also be permitted subject to availability of drug licence.
 - d) The total area utilised for the above new facilities should not exceed 10% of the total area of the waiting room.

2. Provision of new facilities should not lead to reduction in existing seating capacity.

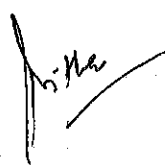
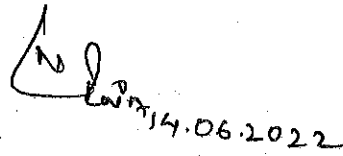
3. **Railway's Obligations:** The waiting room will be handed over to the licensee.

4. Licensee's Obligations:

- a. All types of luminaries, fans, ACs will be provided by the contractor.
- b. Up-gradation & refurbishment of interiors of waiting rooms, Redoing PoP as and when required, Annual painting by application of plastic emulsion/ texture painting/ distemper etc.
- c. In case of failure as a short circuit etc, defect in LED lights, fans, AC, contractor will attend/replace the same.
- d. Provision of upgraded modern furniture including Airport type cushioned SS benches, extra LED lights & fans, optimization of sitting arrangements (reduction of seats not permitted), provision of side tables and centre tables and additional furniture/ racks for keeping of passenger's luggage as required and replacement of furniture as & when required.
- e. Provision of vinyl pasting on walls in approved designs, beautification of walls , provision of maps and relevant historical information, provision of 8-10 types of reputed magazines & 5 types of English/ Hindi/ regional language newspapers, providing wall paintings/ hangings.
- f. Provision of upgraded toilet facilities, round the clock maintenance of cleanliness/ hygiene to high standard/ day-to-day maintenance and minor engineering repairs/ maintenance works in the waiting rooms/ toilets/ washes rooms and urinals etc. Collection of garbage from waiting room premises on continuous basis & its disposal to the main dustbin, Provision of convection heaters during December and January months, provision of soap dispensers/ Soap bars, napkin dispensers, air blowers and air purifiers in toilets, etc.
- g. In toilets, replacement of floor & wall tiles, sanitary ware & fittings such as Commodes (IC & WC) & cisterns, faucets, wash basins, urinals etc and on completion of 30 months after the commencement of the contract.
- h. Provision of two (2) LED TVs of size 42" (branded) with DTH connectivity (additional advertisement will not be permitted) per waiting room. LED TVs can be utilised for Railway related information & news with prior approval of Railway.


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- i. Electric bill will be borne by the contractor for the total electrical consumption for the awarded area.
- j. The cost of water for the waiting room/ toilet area will be borne by the contractor.
- k. Licensee shall be allowed to increase the passenger amenities items on chargeable basis subject to technical feasibility and approval of competent authority with additional licence fee on pro-rata basis.
- l. Regulating entry of passengers & permitting valid ticket holders only, as per the class of ticket
- m. Attendant(s) at entrance to regulate entry on round-the-clock basis and adequate deployment of cleaning staff 24x7.
- n. The waiting room shall be manned by sufficient staff of licensees round the clock basis.
- o. The attendant/Staff should be in uniform or in an apron/coat with logo or name of contractor and should also display Identity card. (Should be issued by the contractor).
- p. Police verification, Medical of staff should be done before the start of contract. It should be renewed on a regular basis. It should be available all the time and should be presented at the time of any inspection carried out.
- q. The licensee should also obtain a food licence for keeping food items. It should be renewed on a regular basis. It should be available all the time and should be presented at the time of any inspection carried out.
- r. There should be no use of loudspeakers/Mega Phone or any other instrument of such kind, which creates public inconvenience of any kind to commuters.
- s. All safety /security rules and instructions of station in charges /Sectional Commercial Inspectors are to be followed strictly. Any contravention of timing or space permitted will be liable for withdrawal of permission granted to the licensee or suitable penalty may be levied.
- t. The permission is granted on the sole risk and cost of licensee only and no claim of any kind will be entertained by the Railway Administration.
- u. The Railway Administration reserves the right to develop/create any other media and also award contracts for the same media to other parties and the successful bidder will not be entitled for any claim, rebate in licence fee thereof.
- v. The Licensee shall be solely responsible for safety; security of installations, fixtures, fittings, peripherals and for any loss, damage, disputes, and claims caused and shall indemnify the administration against all claims / demands / actions in respect of any loss or damage caused.
- w. The Railway Administration reserves the right to change the location of space of stall/ kiosk from the existing ones to the other location in the interest of Railway administration. All incidental expenses should be solely borne by the licensee.
- x. The licensee should construct the stall/Kiosk in such a manner that it should enhance the ambience of the surroundings by using good quality and standard material. Display should enhance aesthetics of the vicinity. Design of the stall/Kiosk should be finalised after approval of Railway Administration.
- y. The licensee should maintain the ambience of the waiting room; it should be decent and take care of aesthetics and does not give a cheap or vulgar appearance.
- z. Railway Administration reserves the right to advise changes in the pattern/method of the stall/Kiosk from time to time. The decision of the Railway administration in this respect would be final.
- aa. Railway reserves the right to disallow continuance of the stall/Kiosk which in the opinion of Railway have a bearing on safety, aesthetics, security, synchronicity with existing infrastructure and amenities and anything which violates the laid down Railway procedures/norms.
- bb. It will be an obligation on part of the licensee to keep adequate safety and security arrangements with prior permission to safe-guard the installations at his own expenses and cost.

 
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- cc. The Railway Administration shall not be liable for any loss or damage caused to the property belonging to the licensee stocked on the Railway premises in any manner.
- dd. The licensee shall comply with the laws of land, regulating the advertisement /display and Railway cannot be held liable for any change /modification in the laws that adversely affect this contract and the licensee will have no right whatsoever.
- ee. Licensees may be permitted any other activity only after the approval of competent authority.
- ff. The licensee will not be permitted to undertake any form of advertisements, display of sponsored/ third party logos so as to generate additional revenue etc without the approval from Railways. However, Railway reserves the right to display advertisement both for its own or commercial use in a future date.
- gg. The Licensee shall ensure provision for systematic stacking of the passenger's luggage.
- hh. The licensee should install CCTV at his own cost for surveillance of passengers/ bags and luggage for safe custody and to curb the menace of theft.
- ii. The licensee should possess a hand held metal detector at his own cost and check each passenger/ luggage to ensure no entry of any restricted item.
- jj. The successful tenderer should keep all the relevant records such as allotment letter, all payment details paid to the Railways, in the waiting room in the proper file. These documents should be made available for any inspecting official at any time.
- kk. The Licensee should install computerised receipt system/ handheld devices for keeping records of the passenger and their travel authority/ particulars for using the waiting rooms. In case of failure of the computer system, manual receipts should be issued to the passengers at the cost of Licensee.
- ll. POS Machines, UPI apps should be installed to promote cashless transactions.
- mm. Fire Extinguisher: The licensee shall ensure availability of portable fire extinguishers at his own cost (subject to a minimum of two per waiting room) and the staff engaged should have knowledge of operation of the equipment and the validity of the extinguishers shall be obtained from time-to-time.

5. User Charges per person permitted to be collected by Licensee from passengers:

For Adult Passenger, an amount of Rs. ___ per hour or part thereof shall be charged.

For Children (from 5 years and upto the age of 12 years) an amount of Rs. ___ per hour or part thereof can be charged.

Railway employees are exempted from payment of usage charges for the first hour and shall be charged as per rates applicable to others passengers thereafter. However, the **entry to second class waiting rooms/Non-AC waiting room will be free of charge to all the passengers and railway employees.**

6. Other Conditions:

- a. If the Licensee occupies excess space without prior permission from the Railway Administration, the licensee is liable to be charged for such excess space at FIVE times of the tender rate per sq.ft. p.a. as penalty for the period from the date of commencement or previous joint inspection date in which the actual area found correct.
- b. In case of expiry of contract, if the stall/kiosk is not removed and remains continued the licensee will be liable to pay **FIVE times** of the tender rate per sq.ft. p.a. as penalty for such over displays till its actual removal of kiosk. In addition, the Railway Administration has the right to take away all such stalls/kiosks along with materials at the Licensee's cost.
- c. Railway reserve right to conduct inspection of waiting room at any time with prior intimation to licensee Upon such notice himself or through his representative shall attend the joint inspection, failure to which the inspection will be carried out in his absence and

The block contains two handwritten signatures in black ink. The signature on the left is partially obscured and appears to be 'M. S. ...'. The signature on the right is more legible, appearing to be 'N. Jain'. Below the right signature, the date '14.06.2022' is handwritten.

- the licensee cannot raise any objection on the measurement taken by Inspecting Authority.
- d. By way of any litigation, even if any injunction is granted in favour of the licensee, the licensee is liable to vacate the possession upon expiry of contract by efflux of time as a bona-fide licensee. **For such use of space for kiosk, stall etc, beyond its expiry the licensee shall be charged five Times of the per day licence fee of the final year.**
 - e. Further the licensee may be debarred from participating in fresh tenders for a period up to three Years.
 - f. The Licensee shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/ High Courts or any other judiciary in the country. Instructions issued by Railway Administration for complying with such judgments have to be followed by the licensee. The Licensee shall be solely responsible for non-compliance of the directions of Hon'ble Court after due information of the same by Railway Administration.
 - g. The Railways reserves the right to impose suitable penalties in the event of failure on part of the contractor as under:

<i>Irregularity</i>	<i>Penalty (in Rs)</i>
Licensee's staff found drunk/indulging in bad conduct after proper charge investigation	---
Any staff of the licensee found creating nuisance in Railway premises	---
Any other irregularity or misconduct	---

Any fine imposed by Railway Administration for irregularities committed by the contractor, has to be paid within 15 days period failing which it will be treated as breach of agreement.

7. Electricity and Other Charges:

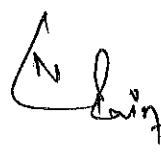
- a. The Licensee will have to apply to the Electrical Department of the _____ Railway _____ Division for electricity connections wherever desired by them and they will have to pay connection charges, security deposits, augmentation charges and other charges including electricity recharge separately for electricity connections to various points directly to the Electrical Department under advice to the Commercial publicity section of the Commercial Department immediately on receipt of the acceptance letter. Any delay on the part of the Tenderer in submission of load requirement will not form any basis for any type of concession/abatement/change of commencement.
 - b. The Tenderer shall pay in advance the estimated consumption Charges/service connection charges, estimated by the Railway Administration. Metre hire charges are also payable by the Tenderer in advance when advised by the Divisional Railway Manager (Electrical). The Tenderer agrees to pay all the dues in advance. Total connected load should be mentioned in advance.
 - c. The Railway administration shall have the right to reduce, stagger or disconnect electric supply due to power shortages, or any other cause, whatsoever without prior notice to the Tenderer and without being liable for compensation or proportionate reduction of rent or other charges. The Railway administration shall also not be responsible for failure, interruption or breakdown of electric supply from whatever cause and refund of charges for display shall not be permitted on account of such failure of electricity. In case of failure, the Tenderer should make his own standby arrangements.
8. **Subletting:** At no time transferring, mortgaging, subletting the rights/privileges conferred under this tender would be permissible.

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[Signature] 14.06.2022

9. Licensee shall not be allowed to have any kind of commercial publicity within the Waiting Room.
10. This being an earning contract, the Railways shall not be responsible or liable to any employee of the Licensee for compliance of any labour laws. Compliances of all labour laws for the deployment of staff shall be the sole responsibility of the Licensee.
11. **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.**



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