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

No. 2015/TG-III/531/1 New Delhi, dated 15.05.2023

Principal Chief Commercial Managers,
All Zonal Railways.

Sub: Special Conditions of Contracts for WVMs (Water Vending Machines) to be awarded under e-Auction Policy.

Ref: (i) FM Circular No. 11 of 2022 dated 13.06.2022.
(ii) FM Circular No. 10 of 2023 dated 26.04.2023.

This is in reference to FM Circular No. 10 of 2023 vide which Addendum for WVM contracts to 'Policy' and 'Standard Conditions of Contract' for Commercial Earning and NFR contracts awarded through e-Auction was issued.

As per para 33 of FM Circular No. 11 of 2022 dated 13.06.2022, *the Special Conditions of Contract for lots of different categories shall be prepared by the concerned Directorate in Railway Board or by the concerned Zone/Division based upon existing policy guidelines and lot specific requirements*.

In view of the above, Special Conditions of Contract (SCC as Annexure-A) along with Annexure -A1 to A2 for WVMs are enclosed for necessary action by the Zones/ Divisions.

Encl: (1) Annexure-A (Page No. 1 to 4)
(2) Annexure A1 (Page No. 5)
(3) Annexure A2 (Page No. 6)

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(Sumeet Singh)
DTCG as Dir(T&C)
Railway Board

Copy for information and necessary action to MD/CRIS, Chanakyapuri, New Delhi.

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Annexure-A

Special Conditions of contract for e-Auction of WVMs (Water Vending Machines)

1. Scope of Work

The major components of scope of work are indicated below:

1.1 The licensee will be responsible for installation and operation of Water Vending Machines (WVM) in stand alone mode at the location (s)/platform (s)/stations as specified by the Railway Administration for vending of Potable Drinking Water only at the rate as indicated in Standard Condition of Contract for WVMs issued vide para 2.5.5 of FM Circular No. 10 of 2023 dated 26.04.2023 which is inclusive of GST, or as amended from time to time. No other items for dispensing or sale shall be allowed at allotted location under any circumstances.

1.2 The licensee will be permitted to install a temporary WVM Unit at allotted location, within an overall area of 30 sq.ft. including operator sitting capacity. The specification and other details of the WVM Unit shall be as indicated in Standard Condition of Contract for WVMs issued vide para 2.5.3 of FM Circular No. 10 of 2023 dated 26.04.2023.

1.3 Trilingual (Local Language, Hindi & English) rate list should be displayed at a conspicuous place on the WVM Unit.

1.4 The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling water dispensing and service to passengers ensuring the parameters specified in **Annexure-A1**.

1.5 The licensee installing Water Vending Machines will also provide an adequate number of eco-friendly disposable tumblers of approved quality and design and water bottles of food grade PET bottles only.

1.6 Licensee shall be responsible for provision of two big size dust bins with swing top, one of Green colour for "Wet" garbage and one Black colour for "Dry" garbage at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. Licensee shall follow all instructions in regard to disposal of garbage issued from time to time by Health, Mechanical and Commercial Directorate.

1.7 Advertisement of licensee's own product may be permitted on WVM dustbins with the prior approval of Railways as per extant policy.

1.8 Reject water (waste water after filtration) shall be used by Railway for platform washing, apron cleaning, toilets etc., as far as possible subject to its suitability based on test reports.

1.9 The licensee should provide suitable / proper equipment and drainage including pressure taps / tray / sink etc. to ensure non-spillage of water around the WVM. Arrangement should be made to ensure that it is not possible to throw waste etc. in the tray / sink to avoid choking & creating unhygienic conditions.

1.10 The Licensee shall further be responsible to make adequate arrangements in terms of all equipment and manpower, at its own cost, as per policy directives.

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1.11 The licensee shall operate the WVM manually by deputing his own operator at WVM unit for vending of potable drinking water. The Licensee shall ensure that the operator deputed on the WVM unit should be trained in hygienic handling of water, personal hygiene and hygienic surrounding so that he understands the precautions necessary to prevent contamination of drinking water. The operator of the WVM should be medically fit and issued a medical fitness certificate by Railway Administration. The operator should maintain good conduct, etiquette, personal hygiene, politeness and courtesy,

1.12 The Licensee shall ensure that the operator of WVM is well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards at all times. The Railway reserves the right to prescribe a standard uniform for all staff working for WVM on a station. The cost of all the above has to be borne by the licensee.

1.13 The licensee shall ensure issue of numbered coupons /computerised bills to passengers for sale of potable drinking water. The licensee shall also provide the facility for cashless transaction viz. POS/Swipe machine/BHIM/Mobile Wallets/Bharat QR code, etc .

1.14 In consideration of the award of the Licence to the Licensee, the Licensee shall be liable to pay the licence fee in terms of extant instructions from time to time. Railways reserves the right to change the tariff of water being dispensed through WVMs. In such cases the licence fee may be reviewed on reassessment of sales.

1.15 In addition to the license fee, the licensee shall pay the electricity and water charges for the WVMs based on actual uses.

1.16 All taxes payable on account of grant of license including GST shall be borne by the Licensee exclusively and that Railway shall not be responsible towards the same at any time during the term. In the event that any new tax is imposed or an existing tax enhanced under a governing law, then the licensee shall be permitted to collect the new/revised tax from the passengers and the liability of payment of such tax to the Government shall also be borne by the licensee.

1.17 Licensee shall maintain sale records of the machine separately for glasses, bottles and refills of different quantities. A copy of the sales record should also be available at the unit all times.

1.18 Installation, operation and maintenance of the WVM Unit will be the sole responsibility of the licensee. If any defect is noticed in WVM, the licensee shall arrange to rectify the same as early as possible preferably within 24 hours from the notice of defect failing which will attract a penalty as decided by Railways.

1.19 The licensee will indemnify Railways of all damages and liabilities arising out of claims and injury on account of water dispensed from his machine, various Acts and laws of the land.

1.20 Railway reserves the right to inspect the WVM unit any time during the contract to check the quality, quantity standard of water, sale records, etc which shall be properly maintained by the Licensee. In case of any deficiencies found (quality / quantity of water. Operator etc.), appropriate penal action against the licensee shall be taken by the Railways

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2. Other Conditions for Water Vending Machines

2.1 Certificates/Permissions

The licensee is responsible for compliance of all statutory laws of the Government/Local Municipal Corporations/ Green Tribunals/labour laws, etc. The Licensee shall obtain necessary FSSAI certificates/permissions required by law, test reports for Potable drinking water, etc. from the competent authorities. In case of any offence or failure to obtain the necessary certificates/permissions, the Licensee will be solely responsible for consequences.

2.2 Right of user only

The Licensee will only provide potable drinking water through WVM and will have the right of user only on leave and licence basis. The cost of installation/Fabrication of WVM will not be refunded at any time. The licensee will indemnify Railways of all damages and liabilities arising out of claims and injury on account of water dispensed from his machine, various Acts and laws of the land.

2.3 No claim for Job in Railways

The licensee or the employee of the licensee shall have no claim for any job in Railways on account of this contract.

2.4 Test/Inspection of Water samples

(a) The licensee shall get the water sample tested at approved laboratories at his own cost every 03 months and the test report of the same should be displayed on the WVM unit at a conspicuous place.

(b) The Railway also reserves the right to get the water samples collected and tested at the approved laboratories at the cost of the Licensee. Any adverse report shall be liable to imposition of penalty by Railways depending upon the findings of the test report.

(c) The Railway shall have the right to inspect/check the WVM for reviewing its standards, quality of service, disposal systems, etc. at any time and may authorise any person or agency for this purpose to assess the performance of the Licensee.

2.5 Right to resume the possession of WVM

Railway reserves the right to resume the possessions of the WVM if required for the purpose of working of the Railway. As and when the station is redeveloped under the new Station Redevelopment Policy, the extant instructions of the Board, issued in this regard, shall apply.

2.6 Customer's feedback

The Railway shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Licensee's services.

2.7 Audit Rights

Railways being the service beneficiary under the Agreement shall have audit and inspection rights upon the Licensee during the entire Term of the Agreement. Railway

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shall have the right to conduct periodic audits on the WVM along with audits of the facilities of the Licensee at regular intervals. Such audits shall include the audit of technical and performance records of the Licensee which may be based on passenger feedback and other parameters set forth by Railway.

In the event that any audit by Railway reveals any discrepancy as determined by Railway, the same would then be communicated by Railway in writing to the Licensee; who shall be under obligations to comply with the audit results/directions of Railway within 30 days of receipt of written communication from Railway

2.8 Provision of Fire Extinguishers: The licensee shall ensure availability of hand held fire extinguishers with the operator having knowledge of operation of the equipment.

2.9 Performance Level Guarantee Compliance

The Licensee shall adhere to the Scope of Work and General Conditions at all time during the contract period. For purposes of monitoring & auditing the 'Performance Levels', Railway shall have the sole & exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee. The Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by Railway is irrevocable and undisputed & that the Licensee shall not have any right whatsoever to pre-empt Railway from claiming Penalties automatically as and when there are performance level defaults by the Licensee.

2.10 The details of penalties for deficiencies in service have been explained in **Annexure-A2.**

2.11 Transfer of License

Transfer of license to the spouse/legal heir would be allowed only in the event of death of the original licensee. The license shall be transferred in the name of legal heir for the unexpired period of the contract as per General Conditions of Contract (GCC) of Railways. No subletting will be allowed.

2.12 Dispute Resolution

In case of any dispute, difference or question arising between Railways and the licensee as to the respective rights, duties, obligations of the parties as to the construction or interpretation of any of the terms and conditions of the license, the same will be resolved in terms of the General Conditions of Contract of Railways as amended from time to time and as per the provisions of Arbitration and Conciliation (Amendment) Act 2015 and the rules there under as amended from time to time.

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Annexure-A1

HYGIENE AND QUALITY PARAMETERS FOR WVM, WATER HANDLING AND CLEANLINESS

1. Water storage containers, pipe work and fittings should not include defects such as structural faults that allow leakage and permit the entry of contaminants.
2. Cleanliness of storage containers, standpipes and taps needs to be maintained.
3. All contact surfaces should be cleaned and sanitised after every use.
4. Remove all waste material deposited on the grates and shelves.
5. No smoking or pan or tobacco chewing should be allowed in the premises.
6. No cobwebs or dust should gather on walls, windows, doors and skylights of WVM.
7. Maintain weekly schedule for thorough cleaning.
8. Provide adequate number of eco friendly disposable tumblers of approved quality and design and water bottles of food grade PET bottles only, of approved quality and design of different quantity.
9. All staff should be trained in hygienic handling of water, personal hygiene and hygienic surroundings so that he understands the precautions necessary to prevent contamination of drinking water.
10. All staff handling water will wear suitable clean protective clothing /uniform.
11. Protective headgear will be worn to ensure hair and dandruff do not contaminate water or surfaces.
12. Annual medical examination of all staff has to be ensured and a fitness certificate issued.
13. Skin lesions, boils, rashes cuts and discharge from any site are hazardous and can contaminate water with bacteria. Such staff members should be excused from water handling till cured.
14. Scrupulous personal cleanliness is essential to clean water handling and the highest standard must be achieved and maintained at all times by those responsible for water handling and service.
15. Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
16. Skin cleanliness is essential. Therefore a daily bath or shower is recommended.
17. Feet should be covered with suitable footwear.
18. Food or drink should not be consumed while working in water handling areas.
19. Use an adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
20. Place bio-degradable bags in garbage bins for easy disposal and proper handling.
21. All garbage bins must be labelled and cleaned and sanitized regularly. Garbage must be disposed off suitably at the designated location outside the station/maintenance area.

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Annexure-A2

PENALTIES

1. For deficiency in any parameter, Licensee will be suitably counselled. In case the deficiencies persist and the Railway determines that despite repeated counselling the Licensee have not taken adequate steps to improve, a written warning shall be issued to the Licensee.
2. However, after repeated warnings, if the performance of Licensee does not improve, the Licensee shall be imposed with a penalty (fine).
3. At the first instance, as determined by the Railway, a token penalty of Rupees Five Hundred (Rs.500/-) shall be imposed by the Railway.
4. At the second instance, as determined by the Railway, a penalty of Rupees One Thousand (Rs.1000/-) shall be imposed by the Railway.
5. At the third instance, as determined by the Railway, a penalty of Rupees Five Thousand (Rs.5,000/-) shall be imposed by the Railway.
6. At the fourth instance, as determined by the Railway, a penalty of Rupees Fifty Thousand (Rs.50,000/-) shall be imposed by the Railway.
7. In case of further occurrence of deficiency, Railway may decide to serve a notice for termination of License Agreement.
8. Banning and suspension of business with the errant contractors shall be strictly enforced following due process.

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