भारत सरकार GOVERNMENT OF INDIA

रेल मंत्रालय MINISTRY OF RAILWAYS

(रेलवे बोर्ड RAILWAY BOARD)

रेल भवन, नई दिल्ली- 110001

Rail Bhavan, New Delhi-110001

Dated: 01.10.2021

No.1998/M(N)/951/9 Pt.I

The Principal Chief Mechanical Engineers
All Indian Railways

Sub: - Policy for deployment of C&W staff in Private Freight Terminals.

Ref: - 1. NWR's letter no.NWR/HQ/Mech/C&W/Frt.20 dated 02.09.2021
2. RB's Master Circular on PFT of 2020 letter no.2018/TC(FM)/14/04 Dated 23.06.2020 (Copy enclosed)
3. RB's FMC no.11 of 2016 on Private Siding letter no.99/TC (FM)/26/1 Pt.11 dated 22.08.2016(Copy enclosed)

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NWR vide letter under reference above has enquired that whether the policy regarding provision of C&W maintenance & C&W staff in Private Freight Terminal is available or the policy reg C&W for private siding as mentioned under Para no. 9.5 of Freight Marketing Circular No. 11 0f 2016 is applicable for Private Freight Terminal also.

The above query of NWR has been deliberated in this office in consultation with FM Directorate which has advised that the guidelines have already been issued vide Para no.16 of PFT Master Circular 2020, which states that :

"The Construction and maintenance of PFT will be as per provision of Private Siding Policy of IR issued by Ministry of Railways Vide FMC No.11 of 2016 and as revised/amended time-to-time".

Accordingly, it is advised that C&W maintenance facility in Private Freight Terminals will be provided in terms of Para-9.5 of FMC No.11 of 2016.

Vimal 01/10/21

(VIVEK MOHAN)
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भारत सरकार **GOVERNMENT OF INDIA**

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(रेलवे बोर्ड **RAILWAY BOARD)**

No. 2018/TC(FM)/14/04 Rail Bhavan, New Delhi – 110 001, dated 23.06.2020

General Managers,
All Indian Railways,

Sub: Master Circular on Private Freight Terminal (PFT) Scheme.

Ref: (i) Freight Marketing/Master Circular No. 14 of 2010 issued vide letter No. 2010/TC(FM)/ 14/02 dated 31.05.2010

(ii). Freight Marketing/Master Circular/ PFT/2015/0 issued vide Board's letter No. 2011/TC(FM)/14/14 dated 02.01.2015.

*****

1.0 Master Circular on policy guidelines on Private Freight Terminal (PFT) was issued earlier vide Freight Marketing/ Master Circular/ PFT/2015/0 under Board's letter No. 2011/TC(FM)/14/14 dated 02.01.2015. Since then, a number of amendments had been issued in the policy vide Freight Marketing Circular No. 08 of 2015; Freight Marketing Circular No. 10 of 2015; Freight Marketing Circular No. 22 of 2015; Freight Marketing Circular No. 10 of 2017; Freight Marketing Circular No. 14 of 2018; Freight Marketing Circular No. 24 of 2018 and Freight Marketing Circular No. 06 of 2019 .

2.0 The revisions in the policy over the years have been focussed on making it more participative and attracting more investment in the area. However, the overall growth in the number of PFTs has not kept pace with the growth in transport sector in general and Railways in particular. On the basis of stakeholder consultations and feedbacks received from trade, it was clear that the policy required to be aligned to the needs of the customer, the investor and the intent of the Railways to enhance its share of freight traffic.

3.0 Accordingly, the policy has been substantially upgraded and now a comprehensive circular on Private Freight Terminal Scheme i.e. Freight Marketing Master Circular on PFT/2020/0 has been framed.

4.0 The revised provisions shall be applicable to all PFTs unless otherwise mentioned in the policy and all such proposals for which DPR is not approved.

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4.1 In case of PFTs already commissioned, where certain dues like staff cost, etc have already been paid in advance by the Terminal Management Company (TMC) operating the concerned PFT, consequent upon implementation of the revised provisions, change in policy shall be made applicable with prospective effect. This provision shall be applicable on all PFTs from the date of issue of this policy. Prior to the issue of this policy, the cases where staff cost has been collected in advance for a period of 10 years, will remain valid for the said 10 year period. Thereafter (after expiry of the period, for which the staff cost has already been deposited in advance), fresh 'staff cost' shall be collected as per the provisions in Para 13.

4.2 However some provisions of this policy like cost of deployment of commercial staff, exemption for implementation on EOL concept etc shall be applicable to all PFT owners from the date of issue of this policy.

5.0 Necessary changes may accordingly be made in the agreement as well as other documents, if required.

6.0 This issues with the approval of Civil Engineering, Signal & Telecommunication and Electrical Directorates and concurrence of Finance Directorate of Ministry of Railways.

The receipt of this letter may be acknowledged.

DA: as above

23/6/2020

(Mudit Chandra)

Director Freight Marketing

No. 2018/TC(FM)/14/04 Rail Bhavan, New Delhi – 110 001, dated 23 .06.2020

Copy forwarded to :

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

23/6/2020

for Financial Commissioner/Railways

No. 2018/TC(FM)/14/04 Rail Bhavan, New Delhi – 110 001, dated 23 .06.2020

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

23/6/2020

(Mudit Chandra)

Director Freight Marketing

No. 2018/TC(FM)/14/04 Rail Bhavan, New Delhi – 110 001, dated 23 .06.2020

Copy for information to:

1. CRB, FC, MT, ME, M(RS), M(S&T), M(Tr.), M(MM), DG(HR), DG(RHS), DG(RPF) and Secretary Railway Board, New Delhi.
2. AM(Traffic), AM(C), AM(Rev.), AM(CE), AM(Sig.), AM(Tele.), Adv (Infra), Adv. (Vig), EDTC(Rates),EDTT(M), EDTT(Coal), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), EDCE(G), ED(L&A), DTT (Coord), OSD(CRB), OSD(MT), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.

23/6/2020

(Mudit Chandra)

Director Freight Marketing

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Sub:– Policy Guidelines on Private Freight Terminals (PFTs).

1.0 Introduction

1.1. This policy seeks to supplement the in-house programme of Ministry of Railways by opening the area of terminal development with participation of the logistics service providers to create world-class logistics facilities.

1.2. A prospective Terminal Management Company (TMC) will need to apply for setting up a PFT in accordance with terms and conditions of this PFT Policy.

1.3. This policy aims to stimulate development of privately owned freight terminals which are not on Railway land for dealing with railway traffic including parcel traffic and containers.

1.4. Any freight terminal, private siding or any other type of goods handling facility on Railway owned land is excluded from the applicability of this policy.

2.0 Objective

2.1. The objective of the policy is to-

2.1.1. Enable rapid development of network of freight handling terminals with the participation of Private Sector.

2.1.2. Enhance the presence and share of railways in the overall transport chain.

2.1.3. Attract traffic so far predominantly moving by road to rail and attain increased rail freight volumes by offering integrated, efficient and cost effective logistics and warehousing solutions to users.

3.0 Definitions

3.1. Key Terms used in this policy guideline have been defined in the following Section for precise interpretation and elimination of ambiguities. Field functionaries should interpret such terms exactly as defined.

3.1.1. Act: The Railways Act, 1989.

3.1.2. Agreement: Document executed by a Terminal Management Company (TMC) and Railway Administration (RA) setting forth the terms and conditions for operation of a PFT.

3.1.3. Authorized Users: Rail users authorized by the TMC to make use of the facilities at a PFT will be called Authorized Users.

3.1.4. Brownfield PFT: A term used to refer to an existing Private siding (including the Private sidings dealing with container traffic) converted into a PFT under this policy

3.1.5. "Consignee" means the person named as consignee in railway receipt.

3.1.6. "Consignor" means the person, named in railway receipt as consignor, by whom or on whose behalf goods covered by the railway receipt are entrusted to a railway administration for carriage.

3.1.7. Container Terminals: A freight terminal of Container Train Operator dealing exclusively with container traffic only.

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3.1.8. Container Train Operators: Private train operators who have been granted a concession to operate container trains under the provisions of MCA.

3.1.9. Common User Facility: A facility available for use of all rail users without any discrimination.

3.1.10. CONCOR: Container Corporation of India.

3.1.11. CCM (FM): Chief Commercial Manager (Freight Marketing) of a Zonal Railway.

3.1.12. CTPM: Chief Transportation Planning Manager of a Zonal Railway.

3.1.13. Co-use: This term refers to the permission given to a rail user by Railway Administration, other than the owner of a private siding, for using the siding for handling of his own goods at the siding, subject to the provisions of the Siding Agreement.

3.1.14. FOIS: Freight Operating Information System.

3.1.15. Greenfield PFT: A term used to refer to a new freight terminal commissioned as a PFT under this policy.

3.1.16. IR: Indian Railways.

3.1.17. MOR: Ministry of Railways.

3.1.18. MCA: Model Concession Agreement entered into by RA and concessionaires of privately owned container trains.

3.1.19. PFT: Private Freight Terminal. A terminal notified under Private Freight Terminal (PFT) policy to deal with rail based cargo including containers.

3.1.20. Private Siding: 'Private Siding' refers to privately owned siding constructed/laid out by a Party at its own cost for railway freight services at the premises of its plant or manufacturing unit or production unit or mines etc. under a special arrangement. It means the Railway track connecting the Applicant's works with the Railway system. It shall cover only that portion of track network and related infrastructure on which Railway rolling stock will ply. The network utilized by the Company/Party for their internal use shall not form part of the siding defined herein.

3.1.21. Private Siding Policy: 'Private Siding Policy' issued vide Freight Marketing Circular No. 11 of 2016 under Board's letter No. 99/TC(FM)/26/1/Pt.-II dated 22.08.2016 and as amended from time to time, setting forth conditions for construction, maintenance and operation of private sidings and the associated charges payable by the siding owner to RA.

3.1.22. Private land: Land not owned by Railways.

3.1.23. RA: Railway administration implies Zonal Railway administration.

3.1.24. Rake: A rake is a train load of wagons with a prescribed composition.

3.1.25. Terminal Charge: This term refers to the Terminal Charge levied by Railways at freight terminals.

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3.1.26. TMC: Terminal Management Company, an entity operating a PFT in agreement with the RA.

3.1.27. TMS: Terminal Management System of FOIS.

4.0 Nodal Agency & monitoring mechanism for grievance redressal

4.1. In order to provide a 'Single Window Service' to the rail customers and to redress the grievances of the PFT Operators, the nodal and coordinating officer shall be as under –

4.2. In Railway Board's office, Executive Director (Freight Marketing), Ministry of Railways (or any other functionary nominated for this function by Railway Board) would be the nodal officer for implementation of this policy. Executive Director/Civil Engg. (General) shall be the coordinating officer during construction stage. Executive Director/ Freight Marketing shall be coordinating officer both prior to construction and also after PFT is notified for commercial operation.

4.3. At divisional level and headquarter level, the nodal and coordinating officers shall be as under –

Stage	**Nodal and coordinating Officer at Divisional level**	**Nodal and coordinating Officer at Headquarter level**
For all PFT matters - at various stages (planning, pre-construction, construction and after construction stage)	Nodal Officer **DRM**	Nodal Officer **CTPM**
Throughout the construction stage	Coordinating officer **Sr. DOM**	Coordinating officer **CTPM**
After completion of project/ issue of notification and after commissioning	Coordinating officer **Sr. DCM**	Coordinating officer **CCM(FM)**

5.0 Freight Terminals (FTs)

5.1. Loading and unloading of goods transported by rail is done at freight terminals.

5.2. Currently, Freight Terminals (FTs) include following categories of terminals.

5.2.1. Railway owned Goods sheds or railway sidings on Railway land.

5.2.2. Private sidings built on private land in terms of the private siding policy for exclusive use of its owner for its own cargo.

5.2.3. Private sidings built on private land where rail users other than the owners of Private sidings have been permitted to use the siding under the provisions for co-use facility in the private siding agreement.

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5.2.4. Privately owned container handling terminals set up on private land in accordance with the provisions of MCA (including those created by CONCOR on private land before introduction of MCA).

5.2.5. Private Freight Terminals set up by the Terminal Management Company (TMC) on private land through private investment in terms of PFT policy for handling of all types of traffic unless and otherwise notified under the policy.

6.0 Eligibility for TMC

6.1. A TMC should be -

6.1.1. A company registered in India under The Companies Act, 2013; or

6.1.2. A public sector entity (PSUs organizations created under an act of Parliament); or

6.1.3. An entity registered as a Cooperative Society under the Cooperative Societies Act 1912; or

6.1.4. An entity owning an existing Private siding or an assisted siding; or

6.1.5. A subsidiary of an entity covered in 6.1.1or 6.1.2 above; or

6.1.6. A joint venture company; or

6.1.7. A consortium of companies

6.2. The applicants with experience in the business of providing logistic service will be preferred. In case of subsidiary company, experience of the holding company may be reckoned for the purpose of experience. In case of a consortium, experience of the lead member may be reckoned. In the case of a joint venture, for the experience of a member to be considered as qualifying experience he should have at least 26% equity share in the JV.

6.3. If an eligible entity has already applied for a Private siding on private land and same has not been notified as a private siding, it will be entitled to opt for converting its proposal into a proposal for a Greenfield PFT.

7.0 Conversion of Private Sidings to PFTs

7.1. If existing private sidings already operating with a co-use facility, intend to handle cargo of other than co-users (permissible as per the 'Private Siding Policy'), they shall have to necessarily convert themselves into a PFT. However, as provided in FM Circular No. 24 of 2018, ports developed under 'Private Siding Policy' shall not come under the ambit of this provision. Multi-consignors/ consignees/ third party cargo shall be permitted at such ports without any upper limit.

7.1.1. Where in principle approval has been given for conversion of a siding, which was availing co-user permission, into a PFT, such permission will continue till notification of the siding as PFT.

7.1.2. All container terminals (Private Container Terminals developed by container train concessionaires in terms of the MCA and CONCOR's rail-based terminals)

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are permitted to handle container traffic as well as automobile traffic including auto ancillaries. However, in case container terminals intend to handle other than above traffic, they shall have to convert their terminal into PFT.

7.1.3. If an existing Road-based Inland Container Depot/Container Freight Station requires rail connectivity, it shall have to operate under the PFT policy.

8.0 Application

8.1. Documents Required

8.1.1. An application for setting up a Greenfield PFT will include following documents:

8.1.1.1. Papers relating to eligibility criteria as stipulated in para 6.

8.1.1.2. Feasibility Report of the proposed PFT.

8.1.1.3. Projections of anticipated business volumes.

8.1.2. An application for converting an existing private sidings or container terminal into a Brownfield PFT will include following documents.

8.1.2.1. Papers relating to eligibility criteria as stipulated in para 6.

8.1.2.2. Projections of anticipated business volumes.

8.1.3. A list of authorised users of the PFT will be required to be submitted by the applicant TMC after grant of In-Principle Approval (IPA).

8.1.4. This list along with projection of anticipated business volumes as stated above will be used only for the purpose of making an assessment about requirement of additional capacity on IR network, etc.

8.2. Application Fee

8.2.1. For setting up of Private Freight Terminal (PFT), the applicant shall submit online application on Indian railway website https://ircep.gov.in/PVTSDG so as to enable online tracking of status of application/ approval with SMS alert on registered mobile number of applicant.

8.2.2. In addition to on-line application, the applicant shall also submit hard-copy of the application in the prescribed format (along with the requisite documents) duly signed by authorized signatory of the applicant firm to the concerned Division along with a Demand Draft for ₹10 lakh in favour of PFA of the concerned zonal railway as application fee.

8.2.3. If an applicant withdraws his application within 30 days of submission of the application then 90% of the application fee will be refunded to the applicant within 30 days of such intimation of withdrawal.

8.2.4. If an application for a PFT is rejected for any reason whatsoever, 90% of the application fee will be refunded to the applicant within 30 days of such rejection.

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8.3. Security Deposit

8.3.1. The applicant shall deposit a security of ₹ 10 lakh with the Railway Administration (RA) for setting up a PFT, failing which the approval may be withdrawn by RA.

8.3.2. Upon successful completion of the PFT, the security deposit will be refunded with Commercial Notification of the PFT subject to fulfilment of all the conditions of the DPR.

8.3.3. In case non fulfilment of certain conditions, necessary adjustment shall be made from the security deposit, if required, and the remaining amount shall be refunded.

8.3.4. The Terminal Management Company shall be required to complete the PFT project (Greenfield and Brownfield PFT) within the time schedule prescribed in the DPR. However, Railway Administration can give extension for completion of project for a maximum period of one year, keeping in view unforeseen exigencies, etc. on payment of penalty @ 20% of the security deposit.

8.3.5. If the PFT is not completed within extended period, the approval for such a PFT will be automatically cancelled and security deposit will be forfeited.

8.4. Application Procedure

8.4.1. The approval process and timelines for PFTs would be as per the guidelines at Annexure A.

8.4.2. CCM/FM of the concerned Zonal Railway and the TMC will execute an Agreement for operation of the PFT before commissioning of the PFT.

8.4.3. After execution of agreement, Principal Chief Commercial Manager of the concerned Zonal Railway will issue commercial notification regarding opening a PFT as an independent terminal.

9.0 Authorized Users

9.1. The list of authorized rail users will be incorporated in the TMS module of FOIS.

9.2. The consignment booked to PFT will be consigned to the consignee, whom TMC has authorized to make use of his facility.

10.0 Commodities permitted at a PFT

10.1. Unless otherwise specified by Indian Railway from time-to-time by suitable notification or by any other means of communications, a PFT under this policy would be permitted to book and handle all traffic excluding Coal and coke under 'C' priority. Outward loading of coal and coke under 'D' priority is allowed. PFT owners may also be permitted to handle outward iron ore or iron ore pellet traffic from PFTs.

10.2. MOR may also alter the list of such commodities from time to time.

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11.0 Types of wagons permitted at PFTs

11.1. All types of wagons and parcel vans, including privately owned wagons, containers permitted to run on IR network will be permitted to be dealt with at PFTs, unless otherwise notified by MOR from time to time.

12.0 General Conditions

12.1. Applicant TMC will be solely responsible in respect of ownership of land or lease/ license or any other arrangement under which private land is proposed to be used for development of a PFT.

12.2. TMC will be responsible to fulfill all statutory requirements and get all statutory and non-statutory clearances that may be required from other government departments and statutory bodies for setting up and operating a PFT.

12.3. TMC will be responsible for payment of all charges, all taxes, surcharges, cess, levies, GST, etc. related to transportation and handling of cargo at PFT as per prevalent rules as notified from time to time.

12.4. All PFTs will be required to function round the clock on all days including Sundays and all other holidays.

12.5. TMC can charge its customers for any value added services provided at the PFT. TMC will be free to fix tariff for such services.

12.6. Freight charges or haulage charges as the case may be shall be paid by the consignor as per the prescribed rate from time to time. Consignment booked from and to PFT will be pre paid. Rake booked to PFT will be unloaded by the TMC without any liability of IR.

12.7. Additionally, the freight customer shall also pay terminal charges as per the prescribed rates notified by IR time to time and in manner that may be decided by the Railways.

12.8. Unless otherwise mentioned in this policy, all "Commercial and Operating rules" as applicable in a Goods shed for booking, supply and delivery of goods shall be applicable at the PFT. Placement or removal of a rake in PFT premises is an inherent/ essential activity for providing loading/ unloading facilities. However, any other shunting operation 'on customer account' within PFT premises shall attract shunting charges in terms of RC 14 of 2009.

12.9. Brownfield PFTs, which had been working on non –EOL concept, may opt to come under the EOL scheme by signing EOL agreement with railways; or may continue with the prevailing norms. Similarly, Greenfield PFTs may also opt for EOL scheme by signing EOL agreement with railways; or may opt to operate as non EOL terminals .

12.10. If the PFT opts to operate under the EOL scheme, all provisions of EOL Policy issued vide FM circular No. 05 of 2013 and its amendments issued time to time,

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including exemption from staff cost shall be applicable. If the PFT opts to operate as non-EOL terminal, staff cost as per Para 13 shall be applicable.

12.11. The free time will be applicable as per the extant commercial rules.

13.0 Charging of Commercial Staff

13.1. In case of PFTs working on non-EOL, cost of only one commercial staff will be borne by PFT owner.

13.2 In terms of Para 13.1, the PFT owner shall be required to deposit the cost of commercial staff estimated by the railway administration for a period of Two years in advance for every ensuing Two year period.

13.3 The provisions of paragraphs 13.1 and 13.2 above shall be applicable on all PFTs, working on non –EOL from the date of issue of this policy. Prior to the issue of this policy, the cases where staff cost has been collected in advance for a period of 10 years, will remain valid for the said 10 year period. Thereafter (after expiry of the period, for which the staff cost has already been deposited in advance), fresh 'staff cost' shall be collected as per the provisions in Para 13.1.

14.0 Facilities in the PFTs

14.1. Essential facilities inside the PFT and infrastructure at serving stations shall be standardized as per guidelines enclosed at Annexure A.

14.2. TMC will be responsible to develop adequate facilities for handling the anticipated volume of traffic at his PFT without causing undue detention to incoming trains or causing stabling of such trains at any station on IR network.

15.0 Non-Acceptance of rake(s) inside the PFT

15.1. Each case of stabling of a rake/ train on IR network exclusively for want of acceptance by a PFT will be recorded as an instance of non- acceptance.

15.2. When a rake is stabled on IR network for want of acceptance by a PFT or for the reasons attributed to TMC, stabling charges will be levied as per extant rules.

15.3. In situations of congestion involving stabling of trains for acceptance by a PFT, RA will be authorized to impose loading restrictions or quota for an appropriate duration for such a PFT.

16.0 Construction and maintenance of PFT

16.1. The construction and maintenance of PFT will be as per provision of 'Private Siding Policy' of IR issued by Ministry of Railways vide Freight Marketing Circular No. 11 of 2016 under letter No. 99/TC(FM)/26/1/Pt.-II dated 22.08.2016 and as revised/amended time-to-time.

16.2. Each PFT will be provided connectivity with a station on IR network. Such a station will be the serving station for the PFT.

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16.3. Generally, a PFT will not be permitted to be connected to IR network in mid section. However, in exceptional cases where such a connection becomes inescapable due to physical layout, the same will be permitted by RA in accordance with the extant relevant policy guidelines for 'Private Siding Policy'.

16.4. Rail connectivity upto the takeoff point (nodal point) at the serving station shall be provided by the PFT owner. However, major S&T and OHE works at the serving station will be carried out by railway administration.

17.0 Reimbursement of capital cost for 'Common User Facility' borne by PFT owner -

17.1. As per the provisions contained in Para 7.0 of Freight Marketing Circular No. 11 of 2016, the PFT owner can opt for bearing the cost of traffic facilities that are to be normally borne by Railways such as 'Y' connection, additional cross over, additional lines/ loop lines at the serving station, crossing station, patch doubling, shunting neck, engine escape line, S&T work, modification to existing OHE or Electrification in future in station limit etc., as approved by PCOM. The Common User traffic facilities at the station, so created by the PFT owner shall be used not only by the Party who financed such facilities; but also by other users including Railways and the assets, so created, shall belong to the Indian Railways and shall be maintained as any other Railway asset by the RA.

17.2. The amount of expenditure incurred by the PFT owner for creation of 'common user facility' shall be reimbursed in terms of the FM Circular No.06 of 2019 (issued vide letter no.2015/TC(FM)/14/08 dated 21.02.2019), as amended from time to time.

(Note: The reimbursement shall be applicable on the traffic handled with effect from 21.02.2019 i.e. from the date of issue of FM circular No.06 of 2019)

18.0 Agreement

18.1. The period of Agreement for operation of such PFT will be 30 years.

18.2. The agreement can be renewed further time to time by the Railway Administration for mutually agreed duration on receipt of application from the TMC and deposit of renewal fee which shall be equal to the application fee prescribed in the PFT policy existing at the time of renewal.

18.3. An agreement will be signed between TMC and Chief Commercial Manager (FM) of the concerned Zonal Railway which would include detailed terms and conditions for operation of the TMC. The agreement will be signed before the notification of the PFT.

19.0 Payment of Freight

19.1. Freight or haulage charges on traffic booked from and to a PFT will be charged on the basis of through distance as per public tariff as in the case of private sidings.

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19.2. Freight or haulage charges as the case may be will be paid by the consignor as prescribed in Goods Tariff or through a special notification.

19.3. Consignment booked to and from a PFT will be pre-paid.

19.4. All charges in respect of freight/haulage will be paid by the consignor at the time of preparation of RR through e-payment system.

20.0 Demurrage and wharfage

20.1. Demurrage/detention charges shall be payable by the TMC to Railway Administration in case of detention of rolling stock/rakes owned by Railway/private party beyond the prescribed free time as per the extant rules.

20.2. No wharfage charges would be payable to the IR at a PFT.

21.0 Weighbridge, FOIS and TMS

21.1. Terminal Management Company (TMC) will be required to have a provision of In-motion Electronic Weighbridge at a suitable location in such a manner that all outgoing and incoming rakes can be weighed. In case where PFT is notified for inward traffic only provision of In-motion Electronic Weighbridge may not be insisted upon. However, it should be ensured that incoming rakes have a provision of weighment at originating station or enroute station. It may also be ensured that as and when the TMC wishes to deal with outward traffic also such permission should be given only subject to installation and commissioning of In-motion Electronic Weighbridge at the cost of TMC.

21.2. In-motion weighbridge shall be provided as per Rates Master Circular/ Provision of Weighbridge/2014/0 dated 12.06.2014 as amended time to time.

21.3. FOIS and TMS with limited access as prescribed by IR shall be installed at the PFT and all costs related to FOIS/TMS will be borne by the TMC in accordance with the rules applicable for a private siding. All RRs will be prepared through TMS.

22.0 Rights of the TMC

22.1. TMC will have right to change its list of Authorized Users. TMC will immediately inform the RA of such change so that the list of authorized users is updated in the FOIS.

22.2. TMC will have right to change the list of commodities permitted at its PFT.

22.3. TMC will have right to independently and at its exclusive discretion fix charges for the services it offers to rail users.

23.0 Liabilities and Indemnification

23.1. Goods to be loaded or delivered at a PFT not belonging to a railway administration-

23.1.1. Where goods are required to be loaded at a PFT for carriage by railway, the railway administration shall not be responsible for any loss, destruction, damage

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or deterioration of such goods from whatever cause arising, until the wagon containing the goods has been placed at the specified point of interchange of wagons between the PFT and the railway administration and a railway servant authorized in this behalf has been informed in writing accordingly by the owner of PFT.

23.1.2. Where any consignment is required to be delivered by a railway administration at a PFT the railway administration shall not be responsible for any loss, destruction, damage or deterioration or non-delivery of such consignment from whatever cause arising after the wagon containing the consignment has been placed at the specified point of interchange of wagons between the railway and the PFT, and the owner of the PFT has been informed in writing accordingly by a railway servant in this behalf.

23.2. TMC shall indemnify IR for any damage to Railway property including rolling stock and injury or loss of life arising out of any negligent act or omission or breach of any of its obligations under the agreement by the TMC inside the PFT.

23.3. Railway Administration will indemnify the TMC against any negligent act or omission or breach of any of its obligations under the provision of the agreement subject to the provisions of Railway Act and rules made there under.

23.4. The TMC shall pay to the Railway Administration all the dues accrued against it within a period of 30 days from the date on which claim has been raised by the Railway Administration, failing which Railway Administration shall be authorized to encash the Bank Guarantee deposited by the TMC in terms of Para 23.5 below.

23.5. To ensure sufficient financial coverage against any default in payment by the TMC to the IR, the TMC shall deposit a Bank Guarantee of ₹20 lakh having initial validity period of 5 years, with the RA, which shall be liable to be encashed in case of any failure of the TMC to pay Railway dues. The Bank Guarantee shall be extended every time for next 5 years so that valid Bank Guarantee is always available with Railways.

Note: The BG as mentioned in paragraph 23.5 shall not be payable by PFTs in existence or by those PFTs for which commercial notification has been issued on the date of issue of this policy.

24.0 Dispute Resolution

24.1. In case of any dispute in interpretation of the policy, the decision of MOR will be final and binding.

24.2. Any dispute in interpretation and implementation of the agreement, which is not resolved amicably, shall be finally decided by reference to arbitration by a Board of three Arbitrators appointed through a procedure which will be clearly spelt out in the Agreement between the Railways and the TMC. Such Arbitration shall be held as per provisions of the "Arbitration and Conciliation Act 1996". Fee to the Arbitrator shall be fixed by Ministry of Railways time to time irrespective of whether the

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Arbitrator have been appointed by a Court of Law or Railways unless otherwise directed by the Court of Law in any specific case.

25.0 Termination of the Agreement

25.1. Subject to the provisions in the agreement between RA and a TMC, RA may terminate an Agreement with a TMC operating a PFT for any breach of the terms and conditions of the agreement, violations of the provisions of the Railways Act, 1989, commitment of an unlawful act or in the event of default as defined in the agreement by giving a written Notice of Termination of 180 days to the TMC.

25.2. Before issuing the Termination Notice, Railway Administration will issue a written show cause notice informing the TMC to make a representation within 30 days. After expiry of 30 days, the Termination notice will be issued in writing if no representation is received from the TMC. If representation is received; the railway administration will consider and decide the issue regarding termination.

25.3. The TMC will also have the right to terminate the agreement by giving a notice of 180 days to the Railway Administration.

25.4. Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism as prescribed under Para 24.0 of the policy.

26.0 Conflicts

26.1. Notwithstanding any provisions in this policy, stipulations of The Railways' Act, 1989 will prevail.

26.2. In case of conversion of container terminal into PFT, if there is any conflict between the provisions of this policy and the MCA, the former will prevail in PFTs of any type.

26.3. In case of a conflict between the provisions of this policy and the private siding policy, the former will prevail in PFTs of any type.

27.0 Review of the Policy

27.1. IR reserves the right to review this policy time to time.

28.0 Guidelines on setting up of Private Freight Terminals (PFTs)

28.1. Detailed guidelines along with timelines is enclosed as Annexure A.

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Annexure - A

PROCEDURAL GUIDELINES & TIME-LINE FOR SETTING UP OF PRIVATE FREIGHT TERMINALS (PFTs)/ PRIVATE SIDINGS

1.0 The approval process and timelines of PFT/Private Siding :

1.1 The entire approval process will be operated through two Standing Committees – one each at Zonal and Divisional levels to accord approval of proposals for private sidings/ Private Freight Terminals (PFTs) and monitor the compliance of mandated timelines.

1.2 The Constitution of the Committees will be as follows:

Division Level		**Zone/ HQ level**	
DRM	Chairperson	PCOM	Chairperson
Sr.DOM	Convenor	CTPM	Convenor
Sr. DCM	Member	CCM/FM	Member
Sr. DEN(Co)	Member	CE(G)	Member
Sr. DEE/TRD	Member	CEDE	Member
Sr. DSTE	Member	CSTE/Plg	Member

1.2.1 The member of the above committees at the divisional and headquarter level shall be by designation and in absence of the incumbent, the officer looking after either formally or as link officer shall discharge this function.

1.2.2 The convenor will initiate and maintain the case file and coordinate for the meetings of Standing Committee.

1.2.3 The Divisional Standing Committee on PFTs and Pvt Sdgs. shall conduct due diligence on the eligibility documents and the siding layout proposal. For this, the Standing Committee will consider all relevant issues across the table and take decision accordingly. If needed, the committee may also ask applicant to attend the meeting. The Committee will hold its meetings on pre-determined frequency, ideally a day should be fixed, but the frequency should not be more than a month. The Convenor will be responsible for maintaining records of the Committee Meetings, a copy of which may be shared with the Applicant.

1.2.4 The Zonal Level Committee will also work on similar lines.

1.3 In Principle Approval

1.3.1 **Stage 1 –At the Divisional Level:**

1.3.1.1 For setting up of Private Freight Terminal (PFTs), the applicant shall submit online application on Indian railway website

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https://ircep.gov.in/PVTSDG so as to enable online tracking of status of application/ approval with SMS alert on registered mobile number of applicant.

1.3.1.2 In addition to on-line application, the applicant shall also submit hard-copy of the application in the prescribed format (along with the requisite documents) duly signed by authorized signatory of the applicant firm to the concerned Division along with the fee as under:

In case of Private Freight Terminal (PFT), an application fee of ₹ 10 lakh in the form of Demand Draft in favour of FA&CAO of the concerned zonal railway (for example if the proposal is in the jurisdiction of South Central Railway, Demand Draft will be in favour of FA&CAO, South Central Railway).

1.3.1.3 The process will start with submission of hard copy of application by the applicant to the Division in the prescribed format, with required fee and documents.

1.3.1.4 The In-Principle Approval (IPA) will be confined to (i) understanding the eligibility of the Applicant; (ii) whether a takeoff can be given at the serving station; (iii) whether the station has the requisite infrastructure for construction of proposed PFT; (iv) whether 'Electronic In-motion Weighbridge' can be installed inside the PFT or outside; and (v) operational plan for traffic projection, assessment about requirement of additional capacity on IR network etc.

1.3.1.5 The time limit for IPA at the Divisional Level will be 21 days from the date of submission of application by the party.

1.3.1.6 On completion of the exercise at the Divisional level, the proposal with the recommendations of the Divisional Standing Committee shall be sent to the CTPM for further consideration of the Zonal Committee. In case of any delay beyond stipulated 21 days, adequate reasons should be recorded on the file by the DRM.

1.3.2 **Stage 2 –At the Zonal Level:**

1.3.2.1 The time limit for the approval PFT proposal at the Zonal Level will be normally cleared in 15 days and in exceptional cases not exceeding 21 days from the date of receipt of documents from division.

1.3.2.2 The Standing Committee on Private Sidings/PFT at Zonal Railway's level shall consider all relevant issues of the private siding/PFT proposal across the table, in Committee's Meeting and take decision during the course of meeting itself.

1.3.2.3 CTPM shall convey In-Principle Approval of headquarter to the DRM of the concerned division.

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1.3.3 **Stage 3 – Communication to the Applicant**

1.3.3.1 'In-Principle Approval (IPA)' shall be communicated by the Division to the Applicant **within 5 days** of receipt of approval from Headquarter.

1.3.3.2 The IPA shall be deemed as 'lapsed' after expiry of 180 days from the date of communication of IPA to the applicant, if Detailed Project Report (DPR) alongwith stipulated codal charges are not received from the applicant. In this case, application fee shall be forfeited by Railways. After expiry of the above period, if the applicant intends to continue with his proposal, he shall be required to submit a fresh application along with the prescribed application fee.

1.3.3.3 A periodical review of In principal approved proposals should be carried out by the zonal railways. In case of non-responsive proposals, such proposals may be cancelled and closed.

1.4 Detailed Project Report (DPR)

1.4.1 **Stage 1 –At the Divisional Level:**

1.4.1.1 The Applicant shall submit the DPR along with all relevant drawings, especially proposed ESP to the DRM **within 45 days** of receipt of the IPA. The DRM may condone any delay beyond this limit up to 30 days for valid reasons to be recorded in writing. If the party fails to submit DPR beyond the condoned period, the IPA shall be withdrawn by the railway and application money shall be forfeited.

1.4.1.2 The scope of the DPR approval shall, inter alia, include the following –

A. Approval of ESP drawing which shall include, inter alia, clear markings defining Common User Facilities;

B. Approval of area of railway land to be licensed for connectivity;

C. Detailed estimate of the PFT covering all departments clearly specifying estimate of work in Railway premises as well as outside Railway premises;

D. Approval of mode of execution, i.e. whether work shall be executed by the Applicant or by Railway or by a combination of both modes. In case it is decided that the applicant has to take up work on Railway land to complete connectivity and other necessary infrastructure work including station or yard modification, if any, then the approval of the DPR shall be construed as approval to the Applicant to take up the work for which the Railway will pay the applicant as per the approved terms and conditions of DPR.

E. Approval of the milestones and the timelines for the execution of the work in the DPR up to the Commercial Notification of the PFT, which should not normally exceed 18 months after approval of DPR.

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Note 1: Before Final approval of DPR, ESP should be approved.

Note 2: Any structural change demanded by the Railways after Final approval of DPR, shall require personal approval of GM.

F. The levy of Departmental and General charges on the cost of the project, especially with reference to the land owned by the PFT applicant, shall be based upon the provisions of the Engineering Code.

1.4.1.3 The Division shall send the Applicant's DPR proposal to the Zonal Headquarters, where the CTPM shall be the coordinating officer for approval of DPR at HQ level.

1.4.1.4 The process of examination of the DPR at the Divisional Level and communicating the same to the HQ should be completed **within 30 days from the receipt of DPR from the applicant.**

1.4.2 **Stage 2 - At the Zonal Level:**

1.4.2.1 The CTPM shall be the coordinating officer at the Headquarters for approval of DPR at HQ level. The Headquarter shall approve the DPR **within 30 days** from the date of receipt of same from division.

1.4.2.2 The Zonal Committee, under the Chairpersonship of the PCOM, shall approve the DPR; which shall include the final Engineering Site Plan (ESP) duly approved by the concerned department as per extant instructions; all within 30 days. Any subsequent changes in the DPR (except any revision in the ESP (Engineering Scale Plan) or LOP (Layout Plan) or SIP (Signal & Interlocking Plan), etc. not affecting the DPR estimates) at any stage would require the approval of GM on the recommendations of the Zonal Committee.

1.4.2.3 CTPM shall communicate approval of the DPR to the DRM of the Division as well as all the concerned departments in the HQ.

1.4.2.4 The Division shall communicate the approval of the DPR to the Applicant and direct him to deposit all statutory and codal charges and start the work.

1.4.2.5 The whole process leading to the communication of the approval of the DPR to the applicant should be completed **within 70 days** from the date of submission of the DPR by the applicant to the division. This timeline shall stand suitably enhanced in the event of any revision required by the Railway Administration in DPR or ESP, but in no case exceeding 15 days beyond 70 days.

1.4.3 **Stage 3 At the Divisional Level:**

1.4.3.1 On receiving the approval of DPR, Divisional Committee should regularly monitor and ensure the following:

A. Preparation of SIP, which will have to be subsequently sent to the HQ for final approval by CSTE or his nominated official;

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B. Submission of drawing for OHE & PSI installations such as sectioning diagram, LOP, SED, Power supply diagram, wiring diagram, etc. by PFT Owner. Sectioning diagram, power supply diagram will subsequently be sent to HQ for final approval of PCEE or officer nominated by him

C. Land Licensing; if any

D. Other approvals needed such as Panel Face Diagram, Station Working Rule Diagram, Station Working Rules, Track bonding Plan, Cable Core Plan, Cable Route Plan, Selection tables/ Interlocking tables, Wiring Diagrams, Relay Rack Positioning, CSD (Cross Sectioning Diagram), Traction Sub-station modification Diagram if required, etc.

1.4.3.2 All these activities (A-D) and the requisite approvals from the HQ should be completed **within 45 days** of receipt of approval of DPR from HQ.

1.4.3.3 In case of PFT, the TMC shall also submit a 'Security Deposit' of ₹10 Lakh within one month from the date of commencement of DPR approval failing which the approval may be withdrawn by RA.

1.4.3.4 The Applicant shall:

A. Commence work **within 90 days** of receipt of the DPR approval; and

B. Complete the work within the timelines laid down in the approved DPR which should **not normally exceed 18 months**.

1.4.3.5 The Divisional Level Committee shall ensure that the necessary permissions are given to the applicant for timely completion of the work.

1.4.3.6 The Divisional Level Committee shall facilitate the PFT in obtaining requisite statutory clearances with the intent of commissioning the PFT **within 30 days** of the intimation of completion of the work by the Applicant.

1.5 Construction and monitoring of progress

1.5.1 To ensure adherence to the timelines, there should be a system of monthly reporting to the GM, on the status of the progress on the approval and construction of the PFT by the DRM at the Division level and the CTPM at the HQ level.

1.5.2 A similar system of reporting should be introduced in the MCDO of the Zone to the Railway Board.

1.5.3 The convenor of respective committees shall ensure timely online updation of status/ position in regard to various stages of approvals and construction of Private Freight Terminals on Indian railway website https://ircep.gov.in/PVTSDG so as to enable online tracking of status of application/ approval with SMS alert on registered mobile number of applicant.

2.0 Standardization of essential facilities related to grant of approval to a new freight terminal including its layout:

Essential facilities to be provided can be seen in two categories – infrastructure inside the terminal and the infrastructure required at the serving stations.

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2.1 Inside the PFT:

2.1.1 The number of handling lines required in PFT should be assessed by the PFT owner. To avoid detention of rakes, Zonal Railways may use the norms prescribed in Railway Board's letter No. 2007/PL/25/1 dated 05.06.2007, as modified from time to time, as indicative guidelines.

2.1.2 Apart from the handling lines, there should be a Brake Van (BV) Siding. (This BV siding could be in either loop line template or a BV siding taking off as a spur from one of the handling lines. The spur template eliminates requirement of more land, length wise. In case of spur template, the BV siding could be increased in length to 100 metres to create a combined siding for reversal and holding of BVs as well as any sick wagon arising at the PFT).

2.1.3 In case the PFT plans to handle containers, steel or any other kind of crane consignment for which full OHE wiring would not be necessary then the same should not be insisted upon. However, the PFT should have top-wiring facility.

2.1.4 Interlocking of yard inside PFT can be as per the requirement of the TMC. However, if the maintenance is to be done by Signal Dept., then the interlocking should be as per extant rules and directives. The work of PFT is to be done as per the approved ESP/SIP and requirements spelt out by the User Department. The cost is to be kept as per the standard provisions and last accepted rates and would be open to the scrutiny by PFT owner before undertaking the work.

2.1.5 TMC will be required to provide rest room facilities for crew and guard at the PFT at its cost. TMC will also permit the train crew and guard to avail of the facilities of staff canteen in their premises, if available, on payment of charges as prescribed for their own staff.

2.2 Infrastructure at the Serving Station

2.2.1 In case major infrastructural modifications such as additional loop lines, new panel for RRI or SSI, shifting of stations building, etc., are required at the serving station, completion of such work should not be linked to the commissioning of the PFT.

3.0 Provision of approved consultant for Civil, S&T and OHE works.

3.1 Appointment of consultants by the TMC operating the PFT.

3.1.1 TMC shall be permitted to appoint a Consultant for the work as laid down under paragraph 1828 of Indian Railways Engineering Code.

3.1.2 For this purpose the Engineering, S&T and Electrical (Distribution) and Operating Departments of the Zonal Railways shall maintain a list of Approved Consultants / approved contractors and TMC shall have the liberty to engage any consultant from the list.

3.1.3 On completion of the Civil, S&T and OHE works in the PFT, the Zonal Railways may accept necessary certification given by any recognized certification agency.

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भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 99/TC(FM)/26/1/Pt.-II **New Delhi, Dated 22.08.2016**

The General Managers,

1. Central Railway, Mumbai
2. Eastern Railway, Kolkata
3. East Central Railway, Hojipur
4. East Coast Railway, Bhubaneswar
5. Northern Railway, New Delhi
6. North Central Railway, Allahabad
7. North Eastern Railway, Gorakhpur
8. Northeast Frontier Railway, Maligaon
9. Northeast Frontier Railway/C, Maligaon
10. North Western Railway, Jaipur
11. Southern Railway, Chennai
12. South Central Railway, Secunderabad
13. South Eastern Railway, Kolkata
14. South East Central Railway, Bilaspur
15. South Western Railway, Hubli
16. Western Railway, Mumbai
17. West Central Railway, Jabalpur
18. CORE, Allahabad

Sub: **Policy Circular On Private Sidings : Freight Marketing Circular No. 11 Of 2016.**

Ref: In supersession to Railway Board's letters no. 99/TC(FM)/26/1, dated 31.3.2005, 13.3.2006, 12.03.2007,25.10.2007 & 14.01.2009; letter no. 2007/TC(FM)/18/8, dated 22.07.2009; Freight Marketing Circular No. 01 of 2012 issued vide Board's letter no. 99/TC(FM)/26/1/Pt.II, dated 30.01.2012 and letter no. 2012/TC(FM)/18/17, dated 22.10.2012.

Various rules/procedures relating to setting up and functianing of sidings were formulated and revised by Board vide letters under reference with subsequent modifications from time to time. The matter has further been reviewed by Board and accordingly, in supersession to all such instructions, revised guidelines with modifications have been approved by Board as enclosed in the form of Freight Marketing Circular No. 11/2016.

This issues with the consent of Civil Engineering, Traffic, Mechanical, Electrical & Signal Engineering Directorates and concurrence of Finance Directorate of Ministry of Railways.

Enclosure/As Above

अनिल कुमार 22/8/16
(अनिल कुमार)
निदेशक / सिविल इंजी.(जी)/रेलवे बोर्ड

22/8/16
(समीर कुमार)
निदेशक / मा.भा.विप. / रेलवे बोर्ड

No. 99/TC(FM)/26/1/Pt.-II New Delhi, Dated 22.08.2016

Copy forwarded for information to :

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

22/8/16

For **Financial Commissioner/Railways**

No. 99/TC(FM)/26/1/Pt.-II New Delhi, Dated 22.08.2016

1. The Chief Operations Manager, All Indian Railways.
2. The Chief Commercial Manager, All Indian Railways.
3. The Principal Chief Engineer, All Indian Railways.
4. The Chief Administrative Officer (Const.), All Indian Railways.
5. The Chief Traffic Planning Manager, All Indian Railways.
6. The Chief Commercial Manager (FM), All Indian Railways.
7. The Chief General Engineer, All Indian Railways.
8. The Managing Director / Chief Commercial Manager, Kankan Railway Corparation Ltd., Belapur Bhawan, Plat na. 6, Sector-11, CBD Belapur, Navi Mumbai - 400014.
9. The General Manager, Centre For Railway Information System (CRIS), Chanakyapuri, Near National Rail Museum, New Delhi.
10. AM(Traffic), AM(Commercial), AM(Civil Engg.), AM(Warks), AM(Elect.), AM(Mech.), AM(Signal), Adv.(F), Adv.(Vig.), Adv.(FM), EDCE(G), EDPM, EDPG, EDTC(C), ED/Warks, EDCE(P), ED/Infra.(Civil), ED/PSU, EDV(E), EDV(T), ED(FC), EDME(Frt.), ED/RE(P), DF(C) in Railway Board.
11. PSO/Sr.PPS ta CRB, FC, MT, ME, MM, ML, MS and Secretary, R.Bd. for kind informatian of CRB, FC, MT, ME, MM, ML, MS and Secretary/Railway Board.

अनिल कुमार 22/8/16

(अनिल कुमार)
निदेशक / सिविल इंजी.(जी)/रेलवे बोर्ड

22/8/16

(समीर कुमार)
निदेशक / मा.भा.विप. / रेलवे बोर्ड

Government Of India
Ministry Of Railways
(Railway Baard)

Freight Marketing Circular No. 11 Of 2016

Policy On Private Sidings

Railway Board have been issuing guidelines / instructions regarding setting-up / functioning of private sidings from time to time. These instructions are contained in Board's letters vide no. 99/TC(FM)/26/1, dated 29.09.2000, 31.03.2005, 13.03.2006, 14.01.2009 and Freight Marketing Circular No. 01 of 2012 {no. 99/TC(FM)/26/1/Pt.II}, dated 30.01.2012, No. 99/TC(FM)/26/1/Sdg. for Iron Ore dated 14.8.2012 and No. 2012/TC(FM)/18/17 dated 22.10.2012. Board have reviewed the existing instructions and in supersession to all previous Circulars/ Instructions, as mentioned before (excepting those mentioned in the body of this Circular), it has been decided to issue a new Policy Circular on Private Sidings as Freight Marketing Circular No. 11 of 2016 for implementation on Indian Railway system.

The revised policy guidelines shall be applicable for all new sidings and for those ongoing proposals where 'Detailed Project Report (DPR)' has not been approved. All ongoing proposals where DPR is already approved, will continue to be governed by the pravisions of the Policy prevailing at that time.

1. Eligibility And Applicability :

(i) Private siding is only for end user. However, one co-user is permitted under the policy (with permission of siding owner and approval of COM).

(ii) All new sidings shall come up with 'Engine On Load' (EOL) concept in terms of Railway Board's letter no. 2012/TC(FM)/18/21, dated 07.03.2013 and its amendments from time-to time.

2. Definitions :

(i) '**Abstract Cost**' means the cost as indicated by the party in the application for setting up of private siding.

(ii) '**Anticipated Cost**' means the cost as anticipated at the stage of Feasibility Report.

(iii) '**Completion Cost**' means the cost calculated on the basis of payments made for contracts of execution, procurement, establishment etc., for which audited accounts will be submitted.

(iv) '**Common User Facilities**' are those traffic facilities which facilitate the Railway traffic operations, such as 'Y' connection, additional lines/loop lines at the serving station, crossing station, patch doubling, shunting neck, engine escape line, modification to existing OHE or Electrification, S&T work etc.

(v) '**Co-user**' refers to the permission given to a rail user (other than the owner of a private siding) by the Railway Administration, for using the siding for handling of his own goods traffic at that siding, subject to the provisions of the Siding Agreement. In case of container traffic, 'Co-user' shall be governed by the instructions contained in Board's letter no. 2011/TT-III/73/33, dated 08.06.2012 and its amendments.

(vi) 'End User' means a user who owns a plant/manufacturing unit or production unit/ mines and the siding is for the purpose of his exclusive use for handling the product(s) being used or manufactured or produced therein. This also includes sidings of FCI, POL and Containers.

(vii) 'Estimated Cost' means the cost, as estimated at DPR (Detailed Project Report) stage. It excludes the cost of land acquired by the Party and also the cost of track network utilized by the Party for their internal use.

(viii) 'Party' means the Applicant who is the End User.

(ix) 'Private Siding' refers to privately owned siding constructed/laid out by a Party at its own cost for railway freight services at the premises of its plant or manufacturing unit or production unit or mines etc. under a special arrangement. It means the Railway track connecting the Applicant's works with the Railway system. It shall cover only that portion of track network & related infrastructure on which Railway rolling stock will ply. The network utilised by the Company/Party for their internal use shall not form part of the siding defined herein.

3. Nodal Agency :

(i) In order to provide a 'Single Window Service' to the rail customers at various stages, for all siding matters, Chief Transportation Planning Manager (CTPM) at the zonal railway shall be the Nodal Officer. Throughout the construction stage, including activities for approval of plans and sanctioning of estimates, CGE will be coordinating officer and as soon as the siding is notified for commissioning, CCM(FM) shall be the coordinating officer.

(ii) In Railway Board's office, Executive Director/Civil Engg. (General) shall be the coordinating officer during construction stage. Executive Director/ Freight Marketing shall be coordinating officer both prior to construction and also after siding is notified for commercial operation.

4. Procedure And Time Line :

4.1 In the whole process of survey, approval of DPR, execution, final inspection etc.; Railways shall observe a Time Line, as mentioned in Annexure-1 and summarized as under :

(a) For all approvals before start of work = D + 7 Months

(b) For commission of Private Siding = D + (12 Months to 25 Months)

D is Date of receipt of application from the Party for Private Siding project.

4.2 After undertaking survey exercise and examining the Feasibility Report and Conceptual Plan, submitted by Division; CTPM of the Zonal Railway shall advise 'in-principle approval' (IPA) to the Party in Proforma, as prescribed at Annexure-2.

4.3 After approval af the ESP (Engineering Scale Plan) and Intimation to the Party, no changes in the ESP shall be permitted, except on unavoidable technical consideration.

4.4 Commercial operation on the siding shall be permitted only after signing of the 'Private Siding Agreement' including 'Land License Agreement' (Annexure-3) by Sr.DCM and Sr.DEN respectively on the Division.

4.5 Extension Or Closure Of Proposols :

(i) Delay In Submission Of DPR, Cost & Other Details - In case of deloy in submission of DPR, Cost and other details by the Porty within specified time-line, CTPM may permit extension upto one month on receipt of the request from the Party. Further, extension upto next two months period may be permitted by COM. Beyond this time period, the case will be deemed to be 'dormant' and will be so advised after giving 7 days' notice to the Party.

(ii) Closure Of Proposals - The cases, where proposals become non-responsive or the applicant is no longer interested in constructing the Siding, COM in consultation with PCE shall close the proposal perceived as non-responsive with due forfeiture of Codal Charges, already deposited with Railways.

4.6 A committee comprising of CTPM (convener), CGE and SAG officer from finance department will monitor the progress of commissioning of sidings at HQ level and report will be submitted to GM. Similarly at divisional level branch officers from Operating (convener), Engineering and Finance Deptt will review the progress of siding on monthly basis and report be submitted to DRM.

5. Departmental Charges :

5.1 The Deportmental Charges, in terms of provisions of 'Indian Railways Code for the Engineering Department - 2012' (Ref : Para 1137-E ond 1829-E for Deportmental Charges), sholl be poyable by the Party, desirous to set up a siding. These charges shall have applicability as per following Toble :

Table 1. Departmental Charges and Stages of Payment

SL	Executing Agency For Project	Departmental Charges *(Inclusive Of Cost Of Tools & Plants And Establishment Supervision)* {w.r.t. Total Completion Cost of project}	Stages Of Payment			
			Appraval Of Undertaking Of Survey {w.r.t. Abstract Cost of project}	Conveying Approval To Survey/Plans And Estimates *(Inclusive of amount deposited with Railways mentioned in Cal. 4)* {w.r.t. Detailed Estimated Cost of project}	Before Commencement Of Executian Of Work {w.r.t. Detailed Estimated Cost of project}	Applying For Final Approval Of Completed Warks *(Balance Cost by adjusting cast already deposited w.r.t. detailed estimated cast of project)* {w.r.t. Total Completion Cost of project}
1	*2*	*3*	*4*	*5*	*6*	*7*
1.	Railways	12½%	1%	2%	8½%	% age worked out as under - *{(Column 3) minus (Column 5) minus (Column 6)}*
2.	Party	6¼%	1%	2%	2¼%	
3.	Approved Consultant	4% (For All Works Except OHE And S&T Works)	1%	2%	Nil	
		6¼% (For OHE And S&T Works)	1%	2%	2¼%	

Note : An illustration, showing a sample calculation on the above Table is enclased as **Annexure-5**.

5.2 (i) Departmentol Charges shall be levied ta cover the cost of tools & plant and of establishment supervision w.r.t. Survey, DPR Approval, Plans & Estimates, Canstruction and Final Inspection & Certificotion and shall be utilised by the

respective departments in terms of Railway Board's letter no. 2001/E&R/400 /6, dated 07.03.2002. The charges leviable will be on the total cost of private siding project (wages & materials) including cost of land (Para 1137-E and 1829-E). However, the cost of land, acquired by the applicant at its own expense, shall not be included in the total cost of the project for the purpose of levy of Departmental Charges.

(ii) Further, cost of any work charged staff (both gazetted & non-gazetted) that may be required for actual execution of siding project work in case of only SL-1 of Table-1 above, shall be in addition to these departmental charges.

(iii) Project cost of siding shall cover only that portion of track network & related infrastructure on which Railway's rolling stock will ply. The track network utilized by the Company/Party for their internal use shall not form part of the siding project cost.

5.3 On project completion, total cost of the project (executed either by Railway or by the Party) shall be calculated on the basis of payments made for the contracts of execution& procurement and the establishments provided for the project. The cost of creation of 'Common Users Facilities', if to be incurred by the Party, shall be shown separately.

5.4 The Chief General Engineer of the Zonal Railway, in consultation with the respective PHOD, will decide the Executing Agency for the Deposit Work alongwith its supervision, depending on nature of project and on a formal request from the Party. Accordingly, applicability of charges, as prescribed in Table-1 above (for execution by Railway or by the Party through an Approved Consultant under supervision of Railway or through the Consultant), shall be advised to the Party.

6. <u>Capital Cost Of Siding</u> :

6.1 The siding owner shall bear the capital cast of the new sidings from the take-off point at the serving station.

6.2 The capital cost for all traffic facilities, such as 'Y' connection, additional lines/loop lines at the serving station, crossing station, patch doubling, shunting neck, engine escape line, S&T work, modification to existing OHE or Electrification in future in station limit etc., as to be approved by COM, shall be fully borne by the Railway.

The distance, for charging of tariff, for each 'Y' connection, shall be increased by 5 (five) kilometres, which shall be applicable to all traffic handled at that siding.

6.3 The capital cost for augmenting the facilities including electrification within the premises af siding owner shall be borne by the siding owner.

6.4 All developments for the proposed traffic facility works and construction thereto at the station, as assessed by the concerned Division shall be as per Railway's approved designs/drawings and standards/specifications.

6.5. The Applicant shall be required to deposit the stipulated Departmental Charges in advance as per Codal provisions detailed in Table-1 at Para 5.1 above.

6.6 Licensing of Railway land for providing connectivity to the private siding exclusively shall be done as per extant policy (Master Circular no. 2005/LML/18/8, dated 10.02.2005) with its amendments.

6.7 The Railway land needed for connectivity to the private siding including engine escape line and shunting neck exclusively required for placement and withdrawal of rakes from private siding shall be based on local conditions & terrain and taking into consideration Railway's future requirement. For providing connectivity, Divisional Railway Manager of the Divisian (Sr.DOM & Sr.DEN to coordinate) shall identify and decide upon the area to be licensed and send recommendations to the HQ of the Zanal Railway for approval as per extant policy. In addition, railway land, if available and not required for railway's operational/ developmental works, can be given on lease to other government departments/PSUs for laying their own private siding as per extant instructions. (Autharity Rly Board's letter no. 2011/LML/18/17 dt 21.08.12 & 2001/LML/13/53 dated 04.10.2001) "

6.8 Physical work for providing connectivity to Private Siding shall be done towards the end of construction af the siding and after executing the land licensing agreement.

6.9 Maintenance and operation of these assets at the station including staff costs shall be the responsibility of the Railways.

6.10 Siding shall normally take off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, an Party's request for a connection from a location between twa existing statians at his own cost, provision of a Block Hut/Block Station with required points & crossings may be considered, provided:

(i) All aspects including the operational feasibility of constructing a new Block Hut/Block Station and impact of splitting of block section on train operation have been examined to the satisfaction of the Zonal Railway and are certified by the COM of the Railway.

(ii) Entire capital cost of the new Block Hut/Block station & related items is borne by the Party.

(iii) The siding owner also pays a lumpsum amount which would be equal ta recurring cast tawards maintenance & staff employed far a period of 10 years an the basis of initial deployment of staff at the new Block Hut/Block Station. Such payment sholl be made before the cammissioning of siding.

The mointenance ond staff charges, when taken in advance for 10 years period, shall be worked out os per procedure mentianed in Railway Board's Circular no. 2013/CE-I/SP/1, dated 25/02/2015 (enclosed as Annexure-4) with updation from time to time; but no escalation @ 10% every year sholl be applicable while working out the one-time maintenance cost and also for the cost of staff deployed at new stations, level crassings etc., as applicable to the private siding project for 10 years periad.

(iv) The maintenance and staff charges, so deposited by the Party shall be utilised by the concerned Departments of Railway for creation of required manpower ond the cantractual agencies, as the case may be.

7.0 **<u>Instructions For Bearing The Capital Cost Of Assets In Railway Area</u>** :

The siding owner can also opt for bearing the cost of traffic facilities that are to be narmally borne by Railways, as stated in Para 6.2. In case the siding owner desires ta bear such capital cast of traffic facilities including Y-connection to expedite commissioning af his siding, the following shall be applicable:

7.1 These facilities, if executed by the Party, shall only be done through Railway's approved contractors/consultants. Alternatively, Party can request the Railway to execute part/full work on deposit term basis.

7.2 The Common User traffic facilities at the station, so created by the siding owner shall be used not only by the Party who financed these; but also by other users including Railways and the assets, so created, shall belong to the Indian Railways and shall be maintained as any other Railway asset by the Railway.

7.3 The ownership of such assets will remain with Railways and no land licensing will be charged for this portion of the work at the station from the siding owner. Stretches of land, where no land licensing will be charged by Railway shall also be marked on the approved ESP.

7.4 Meanwhile, Division shall analyze the projected outward traffic volumes estimated to emanate annually from the siding after commissioning. This analysis shall be based on the traffic volumes projected by the siding owner in their application. The traffic projections shall be sent to ED/Planning, Railway Board through CTPM of the Railway for use in the planning for traffic facility works on Indian Railways.

7.5 Regarding expenditure to be incurred (on railway land) on account of construction of the new siding, the private entrepreneur shall get Abstract Estimate of their siding sanctioned, which shall include the break-up of their share as also Railway's share of the total expenditure. The Abstract Estimate of Railway's share shall be according to the standardized cost of super-structure per km of track, as issued by Civil Engineering Department. Separate cost shall be laid down for steel girders and PSC girders in case of bridges.

7.6 The detailed estimate shall be prepared and vetted by the Division and approved/ sanctioned by CGE of the Zonal Railway. Thereafter, the private entrepreneur shall undertake construction of the siding entirely as per this sanctioned estimated cost; to be executed by Railways or by the Party under Railway's supervision or by the Party through Railway's Approved Consultants.

7.7 After completion of the siding, the actual expenditure incurred by the siding owner on behalf of Railways shall be verified by the Division. This verification shall be based on the certified audited accounts of the siding owner.

7.8 <u>Charging Of Freight From The Siding Owners, Bearing Cost Of 'Common Users Facilities')</u> :

(i) A fixed freight discount of 10% on outward traffic only shall be given to the Party who apts for bearing cost of work in Railway area for a maximum period of 10 years or till the investment made by the Party is realized through freight discount, whichever is earlier. This discount shall be given upfront in freight charges for outward traffic at the time of booking. To this effect, the CCM/FM of Zonal Railway shall issue notification to grant freight rebate to siding owner for transportation of its outward traffic from that private siding.

(ii) The above freight discount shall actually be the repayment of investment made on behalf of Railways, and is not really a freight rebate in the strictest sense of the term. As such, this freight discount shall be admissible in addition to all other rebates that the siding owner may become eligible for such as empty flow direction etc.

(iii) The distance, for charging of tariff, for each 'Y' connection, shall be increased by 5 (five) kilometres, which shall be applicable to all traffic handled at that siding.

(iv) Division shall advise the CCM/FM of the Zonal Railway, the total amount of investment made by the Party in Railway area in terms of provisions of Para 6.2 and 7.0 above. On receipt of advice from the Division, CCM/FM of the Zonal Railway shall also advise CRIS regarding the above amount for private party, so that proper checks/flags are set in FOIS for issuing the Railway Receipt.

The Goods Clerk shall maintain records, containing details of all outward traffic moved alongwith discount given and the balance amount of repayment due to the siding owner through FOIS. TIA and Sectional CMI shall conduct post checks regarding this account-keeping on a quarterly basis.

(v) When the cost of 'Common User Facilities', as mentioned in Para 6.2 is borne by the Party, cost of supervision, inspection or establishment charges, taken in the project cost, shall not be included for the purpose of calculating repayment of investment to the Party.

8.0. Cost Of Gauge Conversion :

The Gauge conversion from MG/NG to BG, being Railways operational requirement, its cost shall be shared with the Party in terms of Para E-1822 to E-1826 of 'Indian Railways Code For The Engineering Department - 2012', provided the investment on gauge conversion, made by the Railways is financially viable with a minimum ROR of 14% based upon the traffic offered by the siding in the last 24 months. Where the investment on gauge conversion is not financially justified, the siding owners shall bear the full cost of the conversion or the siding shall be closed.

9.0 Maintenance Of Assets On New And Existing Sidings :

9.1 Responsibilities Of Siding Owner -

(i) The siding owner shall have the option to maintain the track etc. of his siding either himself or through the Railways. The owner shall enter into an Agreement with the concerned Division regarding the Operation & maintenance of his siding.

(ii) Siding owner shall, at all times, maintain his siding properly, so that train operations are not hindered.

(iii) Siding owner shall be liable to pay damage costs, as advised by the Division, if the rolling stock of the Railway is derailed/damaged inside the siding due to bad maintenance conditions.

9.2 Electrification Cost -

New Sidings	Existing Sidings
In case of new siding in the electrified territory or the territory sanctioned for electrification, the	While undertaking electrification of main line, all existing sidings on this section shall be electrified at Railway's cost, provided it is operationally justified by COM of that Zonal Railway. While preparing the abstract estimate for any new electrification project; GTKMs and cost of electrification shall

New Sidings	Existing Sidings
entire cost of electrification of the siding shall be borne by the siding owner.	be taken for main line as well as sidings combined together for calculating the ROR of the overall RE project (i.e. including both main line & sidings).

9.3 Maintenance of OHE -

9.3.1 OHE maintenance cost for existing as well as new sidings shall be borne by the Railways.

9.3.2 In cases of theft of OHE in the siding premises, restoration will be done by the Railways; but the cost of such restoration shall be borne by the siding owner.

9.4 Maintenance Of Civil Engg. Assets -

New Sidings	Existing Sidings
Maintenance shall be got done by the Party at its own cost. However, Railways would charge "Inspection Charges" as per details in Annexure-4Y.	(i) The existing practice of siding owners getting the maintenance done themselves at their own cost shall continue. However, Railways shall charge the "Inspection Charges" as per details in Annexure-4Y. (ii) Wherever track maintenance is being done by Railways at the cost of siding owner, the Party shall continue to bear this cost of 'maintenance and inspection' as per Annexure-4X.

9.5 C&W Examination -

9.5.1 Maintenance Facilities In Sidings :

New Sidings	Existing Sidings
Normally no C&W facility shall be developed inside the plant/yard. However, in exceptional cases, if on operational ground it becomes necessary to develop the maintenance facility including prescribed equipments inside the siding, capital cost on one time basis shall be borne by the Party. Regular upkeep of facilities provided by the Party shall remain Party's responsibility. Running repairs of rolling stocks including material and staff cost for all railways' owned stocks, in all cases shall, however, be borne by the Railway. In case of POL and other hazardous materials, some facilities exclusive to	As per existing instructions, regular facilities for C&W examination shall be planned only if the level of loading/unloading is five or more rakes per day. In cases, where C&W facilities are essentially required to be provided as part of Private Siding, taking into consideration the volume of traffic and pattern of operation, apportionment of the cost shall be done as per Board's letter no. 84/WI/SP/24, dated 8.1.85 (and as amended from time to time). Accordingly, the capital expenditure on construction of sick lines/train examination lines (excluding recoverable P.Way materials) and cost of staff quarters shall be borne by the siding owners; while Railways shall bear cost of tools & plants, consumable stores, re-coverable P.Way materials and recurring expenditure on staff involving normal

New Sidings	Existing Sidings
those commodities, such as permanent catwalks, steam cleaning and flame proof lighting shall be developed at Party's cost in the Railway yard, if required.	examination & repairs to rolling stocks. However, in exceptional cases, enlisted in Railway Board's letter no. 77/M(N)/951/36, dated 13.04.1981, the siding owners shall bear all the expenses for examination, certification, repairs etc. including staff costs.

9.5.2 Handling of Wagons in Sidings :

(i) The siding owner shall ensure that no railway wagan gets damaged during loading/unloading in his siding. For damage & deficiencies caused due to the fault of the siding owner, damage & deficiency charge shall be raised as per the extant rules.

(ii) There would be frequent checks by the representative of the Railway as per Railway Board's letter no. 2010/TT-IV/9/1, dated 18.09.2015 (as amended from time to time) to ensure that wagons are not damaged in the siding.

(iii) All tipplers and bulk handling systems used for loading/unloading of wagons shall be provided and commissioned as per RDSO's approved specifications.

(iv) For other mechanised handling equipments, where RDSO's specifications are not available, prior approval for their use shall be taken from a committee of officers of Operating/Commercial and Mechanical departments.

(v) The tipplers and bulk handling systems shall have to be replaced by the siding owner after their codal life is completed.

(vi) The applicant shall ensure that tipplers, bulk handling systems and mechanised equipments are operated only by qualified and experienced staff under adequate supervision.

(vii) If the rolling stocks inside the siding continue to get damaged, the siding shall be closed till the equipment or procedure that is causing the damage, is repaired/put right.

9.6 Maintenance Of S&T Assets -

9.6.1 Maintenance af Signal & Telecommunication equipments, provided at the take off point of the siding and linked to the main line Railway Track, shall be maintained by Railway at its own expense.

9.6.2 Maintenance of Signal & Telecommunication equipments inside the siding, which includes Block Instrument & Communication Equipment, Interlocking of Points &Signals, Level Crossing Gates and Centralized Operation of Points & Signals etc. shall be done by the Party at its cost. Maintenance shall be got dane through the sources (Cantractors) approved by the Railways.

9.6.3 Periodicity of inspection of equipments inside the siding shall be once in a quarter. Railway shall inspect the installation at the level of Sr. Section Engineer to ensure the safety and reliability aspects of the Signal & Telecom equipments. The cost of such inspection & supervision shall be charged to the siding owner.

9.6.4 Technology To Be Adopted :

(i) Obsolete Technology like lever frames, modified non-interlocking etc. shall not be used under any circumstances for the S&T works in siding.

(ii) Uniformity in signal installations shall be maintained in contiguity with signaling system in the section in which the serving station is situated.

(iii) Depending on site condition, age of signaling installation and quantum of modification involved, Railway will also decide for madification to the existing signaling installation at the serving station.

9.7 **Commercial Staff** - The Party shall bear the cost of one Commercial Staff per shift or as decided by the Railway, depending upon wark-load. As soon as the Siding is notified by the Railway Administration, the Party shall be advised by the Division to deposit cost of posts of commercial staff, estimated for 10 years period to facilitate commercial functioning af the private siding.

10.0 Provision **Of Other Facilities** :

10.1 'In-motion Electronic Weighbridge' : Siding owner shall be required to provide at its own cost an 'In-motion Electronic Weighbridge' at private siding having outward traffic, on private/railway land as per the extant rules, mentioned in *RATES MASTER CIRCULAR/ PROVISION OF WEIGHBRIDGE/2014/0* issued vide Railway Board's letter no. *TC-I/2014/108/2, dated 12.06.2014 and even number dated 03.03.2016* with corrigendum, as issued from time to time.

10.2 'Terminal **Management System**' **(TMS)** terminals of 'Freight Operating Information System' **(FOIS)** with access, as prescribed by Indian Railways, shall be installed at the siding and all casts related to such installation shall be borne by siding owner.

10.3 Siding owner shall provide all facilities (such as room, furniture, electricity, hardware, network connectivity, telephone etc.) for provision of FOIS terminal in the siding for issuing of RR or taking delivery of consignment.

11.0 Agreement :

11.1 An Integrated Agreement, comprising of 'Land License Agreement' and 'Private Siding Agreement' shall be signed in the revised format, enclosed as Annexure-3, before commissioning af the siding.

11.2 'Land Licensing Agreement' shall be signed before start of physical work for providing connectivity ta private siding. Sr.DEN of the concerned Division shall be signatory of the 'Land License Agreement'.

11.3 Agreement for 'Private Siding' shall be signed before issue of commercial notification and operation on the siding by the Railway, Sr.DCM of the concerned Division shall be signatory of the 'Private Siding Agreement'.

11.4 After notification of siding and signing of "Integrated Private Siding Agreement", one copy of the same shall also be kept with Sr.DFM of the Division for raising bills for all the dues specified in the 'Integrated Private Siding Agreement'.

11.5 Commercial Department of the Zonal Railway shall issue such a notification after obtaining alpha & numeric code of the siding, as per extant procedure.

11.6 After notification, Commercial Department of the Zonal Railway shall inform CRIS, so that relevant particulars of the siding are fed in FOIS for immediate placement of indents and issue of RRs through Terminal Management System (TMS).

This issues with the consent of Civil Engg., Traffic, Mechanical, Electrical & Signal Directorates and concurrence of Finance Directorate of Ministry of Railways.

Enclosures :

(1) *Annexure-1* : *Time Line for various stages of Approval, Construction& Commissioning*

(2) *Annexure-2* : *Performa for Approval of DPR to the Party*

(3) *Annexure-3* : *'Private Siding Agreement' and 'Land License Agreement'*

(4) *Annexure- 4* : *Procedure for Maintenance Charges*

(5) *Annexure-4X* : *Calculations for 'Maintenance and Inspection Charges'*

(6) *Annexure-4Y* : *Calculations for 'Inspection Charges'*

(7) *Annexure-5* : *Sample Calculation Sheet for Deportmental Charges : Private Siding Project*

(No. 99/TC(FM)/26/1/Pt.-II, New Delhi, Dated 22.08.2016)

22/8/16
(अनिल कुमार)
निदेशक / सिविल इंजी.(जी)/रेलवे बोर्ड

22/8/16
(समीर कुमार)
निदेशक / मा.भा.विप. / रेलवे बोर्ड

Time Line For Private Sidings Projects

SL	Subject	Coordi-nating Officer	Time Frame *(Working Days)*
1.	Notification for Private Siding proposals by Railway or suo-motu by Party	CTPM	-
A.	***Application by the Party to Railway Administration for construction of Private Siding alongwith a non-refundoble deposit of Rs. 20,000***		***D'***
2.	Application by the Party to Railway for construction of Private Siding alongwith a non-refundable deposit of Rs. 20,000 (DD in favour of FA&CAO of the Railway) alongwith the details of - *(i) Party's name, (ii) Consultant's name, (iii) Brief description of siding work, (iv) Location (Station, Division & Railway) with 3 options, (v) Electrified siding or not, (vi) NOC, if siding is proposed to be taken off from other siding (tollage agreement), (vii) Take off arrangements, (vi) Any other Railway / Private siding existing at the proposed station, (vii) Length of private siding on Railway land, (viii) Grades / levels existing at proposed station and any other alteration to existing grades, (ix) Inward and outward traffic projections, (x) Proposed facilities to be created by the Party in Railway premises and private land; (xi) Related Land details and (xii) Pre-feasibility Report (xiii) Conceptual Layaut Drawings, (ix) Anticipated Cost of the siding project*	CTPM	Date 'D'
B.	**After examining the Feasibility Report and Conceptual Plan, COM will issue 'In-Principle Approval' (IPA)**		***(A) + 35 Days***
3.	CTPM in coordination with CGE and in consultation with other concerned departments to discuss any discrepancy/deficiency etc. in application with Party and finalise alongwith traffic projections etc. *(prima facie feasibility of siding to be seen and if needed, Anticipated Cost to be revised by Party)* and Party to be advised for deposition of Codal Charges @ 1% of total anticipated cost of project within 15 days	CTPM	SL-2 + 5 days
4.	Deposition of the already advised Codal Charge to CGE by Party @ 1% of total Anticipated Cost of project as per Col.-4 of Table-1 in Para 5.1, as undertaking for proposed Survey and CGE will also advise CTPM accordingly	CGE	SL-3 + 5 days
5.	DRM of the Division to be advised about the siding project details and for doing the survey exercise	CTPM	SL-4 + 3 days
6.	Survey will be done by the Division on the proposal of Party and Feasibility Report will be submitted by Sr.DOM to CTPM with approval of DRM and in consultation with concerned Branch Officers and the Party, if so required	DRM	SL-5 + 15 days
7.	CTPM will examine the Feasibility Report and Conceptual Plan based on report from Division and in consultation with other departments. After getting satisfied, COM will issue 'in-principle approval' (IPA) to Party's proposal for private siding and GM will be apprised of the same. Party will also be advised to deposit balance of the Codal Charges @ 2% of proposed Estimated Cost as per Table 1. in Para 5.1	CTPM	SL-6 + 7 days
C.	**After getting 'In Principle Approval (IPA)', party will submit Detailed Project Report (DPR) to the Railways**		***(B) + 15 Days***

SL	Subject	Coordi-nating Officer	Time Frame *(Working Days)*
8.	CTPM will inform AM/Traffic/Railway Board about the siding proposal of Party, so that projected traffic and siding provisions may be incorporated in the Corporate Plan of Indian Railways for planning w.r.t. operational feasibility, traffic offered and impact of project on Railway's plans for future development and other projects in the area	ED/ Planning Railway Board	SL-7 + 7 days
9.	After getting 'in-principle approval' (IPA), Party will submit Detailed Project Reports (DPR) in 10 copies with related Plans including draft ESP, duly signed by Consultant as per the conceptual drawing approved at the time of Feasibility Report/IPA stage alongwith balance Codal Charges as advised at SL-7 above	CTPM	SL-7 + 15 days
D.	**Detailed Project Report (DPR) approval, after examining the proposal in consultation with other concerned Departments**		***(C) + 85 Days***
10.	CTPM, after examining the DPR and enclosed plans, as submitted by the Party, will forward four copies to DRM and one copy each to CGE, CEE, CSTE, CME and CCM. DRM will forward one copy each to all the concerned Branch officers on the Division.	CTPM	SL-9 + 5 days
11.	Presentation by the Party to Divisional Officers on draft ESP for working out the finer details of siding project. Sr.DEN of the Division will coordinate presentation. Consultant shall revise the ESP as per deliberations and submit to Sr.DEN, who will convene meeting of all concerned branch officers for signing of ESP and after approval of DRM, will send approved copy of ESP to CGE, duly indicating the Railway land to be licensed and 'common users facilities' (CUF), if any	CGE	SL-10 + 15 days
12.	ESP alongwith other detailed plans will be got approved by CGE in consultation with all the departments at HQ and the Party, if so required. CGE will send approved ESP to all concerned branches in HQ, DRM and the Party.	CGE	SL-11 + 15 days
13.	Division will be advised for preparing the Detailed Estimate for private siding project based on approved ESP.	CGE	SL-12 + 3 days
14.	CSTE will get tentative SIP prepared based on approved ESP and send to Division for scrutiny and signature	CSTE	SL-12 + 10 days
15.	Sr.DSTE and Sr.DOM of the Division will scrutinise, sign SIP with approval of DRM and send back to CSTE	DRM	SL-14 +7 days
16.	Approval of SIP by CSTE & CTPM and circulation to all concerned branches in HQ, DRM and the Party	CSTE	SL-15 +7 days
17.	Sr.DEE/TRD of the Division will prepare OHE Layout Plan & its Energisation Plan and send to CEE	DRM	SL-12 + 10 days
18.	Approval of OHE Layout Plan & its Energisation Plan by CEE and circulation to all concerned branches in HQ, DRM and the Party	CEE	SL-17 + 7 days
19.	In between, if any observations are made by Railway, the same will be communicated by CTPM to the Party and also to the concerned Departments for making suitable modifications to the siding proposal and related drawings	CTPM	SL-9 + 60 days

SL	Subject	Coordi-nating Officer	Time Frame *(Working Days)*
20.	Observation and views of the Division and concerned HODs will be taken by CTPM on the already communicated draft DPR, submitted by the Party and considered for revision, if so needed	CTPM	SL-12 + 15 days
21.	Sr.DEN will get the Detailed Estimate prepared including draft land licensing charges based on railway land (and rate) involved as per approved ESP. It would include all related sub-estimates, pertaining to all concerned Departments, e.g. S&T, TRD, Mechanical etc. Cost of creation of 'Common Users Facilities', if to be incurred by the Party, shall be shown separately in the Detailed Estimate	DRM	SL-13 + 20 days
22.	Detailed Estimate prepared at SL-21 will be vetted by Divisional Finance within 5 days, approved by DRM and sent to CGE for sanction	DRM	SL-21 + 7 days
23.	CGE will sanction the already vetted Detailed Estimate, as received from Division after examining with respect to approved ESP, SIP and other drawings etc. It will be circulated to all concerned branches in HQ and DRM	CGE	SL-22 + 7 days
24.	CTPM, in consultation with all the concerned Departments in HQ and with inputs from Division, will get the DPR inclusive of approved ESP, SIP, OHE layout etc. approved	CTPM	SL-23 + 10 days
25.	Approval of DPR, ESP and Detailed Estimate shall be communicated to the Party and the concerned officers by CTPM	CTPM	SL-24 + 3 days
E.	**Decision on the mode of execution of work (by party or by Railway), deposition of money, signing of provisional integrated siding agreement (ISA)**		***(D) + 35 Days***
26.	Party shall also be informed to sign the provisional "Integrated Siding Agreement" (Annexure-3) and submit to Division	CTPM	SL-25 + 3 days
27.	The provisional "Integrated Siding Agreement (ISA)" (Annexure-3) will be signed by the Party in token to the acceptance of various provisions of the final agreements, which would be signed after completion of work and before notification for commissioning of the siding	DRM	SL-26 + 5 days
28.	After signing Provisional ISA, Party will apply to Railway (CGE) for getting various parts of the total work executed either by the Railway or by the Party under Railway's supervision or by the Party through Railway's Approved Consultant	CGE	SL-27 + 5 days
29.	CGE will decide the mode of execution of each part of work in consultation with all the concerned departments and Party will be informed accordingly	CGE	SL-28 + 7 days
30.	Party will also be advised to make various stages of payment, as applicable for the above mentioned three scenarios and as mentioned in Col.6 of Table 1. at Para 5.1 of the Circular	CGE	SL-29 + 5 days
31.	Deposition of the requisite amount by the Party in favour of Railway as per stages already advised to the Party *{Note : If the advised payment is not deposited by the Party even after 30 days to the date of communication, the DPR will require renewal by CTPM in consultation with all concerned branches}*	CGE	SL-30 + 10 days

SL	Subject	Coordi-nating Officer	Time Frame *(Working Days)*
32.	If Railway have to execute the work, Executing Agency (Division, Construction, IRCON, RVNL etc.) will be decided with the approval of GM and communication therefor to the concerned Unit	CGE	SL-29 + 5 days
F.	***Preparation time for processing to start wark either by Railway ar by the Party***		***(E) + 60 Days***
33.	The work will be started by Railway or the Party as per SL-29 / SL-32	CGE	SL-31 + 60 days
G.	***Time frame for pracessing licensing of railway land / approval thereof***		***(F) + 120 Days***
34.	Sr.DEN in consultation with the concerned Branch Officers and as per approved drawings will process for licensing of Railway land (indicating value of land as per prescribed circulars on the subject) and will send to CGE with the approval of DRM	DRM	SL-27 + 60 days
35.	The nominated Land Licensing Committee in Railway HQ, on receiving the proposal from DRM, will process for licensing of Railway Land, as per approved plan and CGE will communicate approval of the Railway (GM) to the Party	CGE	SL-34 + 60 days
H.	***Canstruction & Commissianing of Siding***		***(F) + 5 to 18 months***
36.	Sr. DEN will review progress for execution of siding project and apprise DRM, CGE and CTPM on monthly basis. Party will also ensure deposition of specified stage payments or additional amount, if any due to variations in contract or scope of work or change in system of supervision etc.	CGE	Monthly Review
37.	Party shall submit half yearly return of expenditure on the project to Railway.	CGE	Six - Monthly Review
38.	After completion of work as per approved plan and estimates; completion of the siding project alongwith details of audited Total Completion Cost of project will be reported by the Party / Executing Agency to CGE	CGE	SL-33 + 5 months to 18 months *(as per project size)*
39.	Party will be advised for depositing the amount of Codal Charge @ 4% of Total Completion Cost of project as per Table-1; reducing the amount already deposited with Railway as per SL-9	CGE	SL-38 + 5 days
40.	Deposition of the balance Codal Charges by Party, as advised at SL-39	CTPM	SL-39 + 7 days
41.	If CRS sanction is required for commissioning of siding project, Division (Sr.DSTE) will coordinate, prepare and send documents for CRS sanction to CSTE	DRM	SL-39 + 20 days
42.	Documents for CRS sanction, received from the Division shall be processed by CSTE and CRS sanction will be obtained	CSTE	SL-41 + 30 days
43.	Completion Certificate for siding project will be issued by Division	DRM	SL-40 + 5 days
44.	The "Integrated Agreement" for Private Siding shall be signed on the Division by Sr.DCM & Sr.DEN for their respective portions of the agreement, i.e. for 'private siding' and 'land licensing' respectively	DRM	SL-43 + 5 days
45.	Commissioning of the Siding shall be got notified through CCM/FM and circulated	CTPM	SL-44 + 5 days

Annexure-1

SL	Subject	Coordi-nating Officer	Time Frame *(Working Days)*
	to all concerned for further operation and maintenance of the activities, as mentioned in the "Freight Marketing - Engineering Circular". Party will be advised also to deposit cost of commercial staff required in terms of Para 9.7 of the Circular		

- Approval process before start of work – D+170 working days (say 7 Months upto SL-32)
- Construction + Commissioning – 5 to 18 Months (SL-33 to SL-45)
- **Siding to become operative – (D + 12 Months) to (D + 25 Months)** ***(as per project size)***

Notes :

1. The Time-Line is for uniform guidance to all concerned officials on Indian Railways. However, efforts should be made by the Railways in further reducing the total time period in approvals and completion/commissioning of the siding projects.
2. GMs and DRMs may nominate a suitable day of week for the nominated committee of HQ and Divisional officers of the concerned departments to review the status of siding projects and expedite the process for completing the activities within prescribed time-frame.
3. Process for CRS sanction for connectivity should be started as per SL – 41 & 42 as soon as related works in yard are completed.

Annexure-2

_____Railway

No. _____ Dated__.__.__

To

_____

_____

_____

(Name & address of the Party)

Sub: 'In Principle Approval' (IPA) for the project of private siding : _____.

Ref: Letter no. _____, dated __/__/__ from M/s _____ _____ (Name & address of the Party).

*****

In reference to above mentioned letter, 'In Principle Approval' (IPA) for the praposed Private Siding at _____ has been approved by the competent authority of _____ Railway.

You are advised to contact the concerned officials of _____ Division, _____ Railway, submit the Detailed Project Report (DPR) and get the detailed Plan & Estimate prepared & approved/sanctioned. The money for execution of Deposit Work may also be got deposited with the Railways, as applicable within the specified time-frame.

Please acknowledge receipt of the letter.

Chief Traffic Planning Manager
_____ Railway

Copy for information & necessary action to :

(i) Divisional Railway Manager, _____ Railway, _____ in reference to their letter no. _____, dated __/__/__.

(ii) Chief General Engineer, _____ Railway, _____ in reference to their letter no. _____, dated __/__/__.

(iii) FA&CAO, _____ Railway, _____.

Annexure-3

_____Railway

Private Siding Agreement

MEMORANDUM OF AGREEMENT made this_____ day of _____20___Between The President Of India, acting through the _____Railway Administration (hereinafter called "The Railway Administration") of the one part and _____ _____ (hereinafter called the applicant)* of the other part.

WHEREAS The Applicant is desirous of having a private siding laid by the Railway Administration at _____ from the _____ station yard of the _____ Railway taking off from Kilometer No. _____ between _____ station ond _____ stotion of the _____ Railway as shown in red ond green on the plan bearing CE's No. _____ hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at _____ District _____.

AND WHEREAS the Railway Administration is willing to lay the said siding for the said Applicant upon and subject to the terms ond conditions hereinafter set forth.

NOW, Therefore, this Agreement witnesseth as follows :

1. **Interpretation** : In these presents, unless the context otherwise requires, the following Words and Expressions have the meaning and shall be interpreted as specified, namely-

(A) Words importing the singular number include the plural number and vice versa.

(B) "Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.

(C) "The Railway Administration" means the President of India, acting through the General Manager for the time being of (name of Zonal Railway) Railway and any officer of the (name of Zonal Railway) Railway authorized by any such General Manager to deal with any matters, with which these presents are concerned.

(D) "The Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the association or body and, in the case of a company, corporation or body corporate the successor in business of interest, such company, corporation or body corporate for the time being.

(E) "Works" means the premises belonging to or occupied or used by the Applicant which are connected with the (name of the Zonal Railway) Railway system by the siding herein before mentioned.

(F) "Undertaking" includes all land, railway lines, works, buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or pertaining to the (name of the Zonal Railway) Railway system as now or hereafter constituted and all engines and rolling stock(whether belonging to the _____ Railway system or not) passing over such system.

(G) "_____ Railway system" includes Private and Assisted sidings constructed by the Railway Administration for the use of other persons.

(H) "Siding" includes the Railway track connecting the Applicant's works with the Railway system, as hereinafter agreed to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and tele-communication equipment gates, buildings and other constructions, erections, works and movable property constructed / erected / made/ provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed / erected / made / provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the Railway Administration and land belonging to or occupied or used by the Applicant.

The siding shall cover only that portion of track network on which Railway rolling stock will ply. The network utilised by the Company/Party for their internal use shall not form part of the siding defined herein."

(I) "Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and laying out of ballast and all other works necessary to permit the laying and construction of railway track of the siding and generally all works which have to be abandoned, if the siding be closed.

(J) "Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the siding.

(K) "Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased person, a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals, the certificated guardian of a minor's property, the committee of lunatic, the assignee or receiver of an insolvent's estate, the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

(L) "Departmental Charges" means the charges leviable by the Railway Administration, when work is undertaken by the "Railway" for outside parties, in terms of the Indian Railways Code For Engineering Department (as revised from time to time).

(M) "Overhead Charges" : This, in the context of siding construction includes Departmental and General Charges, as decided/revised by the Railway from time to time.

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* Note : Forms Of Description Of The Applicant -

(a) (Where a single person is the Applicant) "and A.B. (insert full name) of (insert address and occupation)"

(b) (Where two or more persons are joint Applicants), "and A.B. (insert full name) of (insert address and occupation) and C.D. : (insert full name) of (insert address and occupation)".

(c) (Where a single person trading under a different fee name is the Applicant) "and A.B. (Insert full name) of (insert address and occupation) carrying on business under the name or style of (insert name) at (if the business is carried on at a different address from the address already inserted then insert such additional address)."

(d) (Where a partnership firm is the Applicant and the names of the partner known), "and A.B.

(Full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

(e) (Where a partnership firm is the applicant and the names of partners are not known), "and A &Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

(f) (Where an incorporated Company is the Applicant), "A.B. &Co. Ltd. a company incorporated in (insert country of incorporation (e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorparated elsewhere than in India address) "and its principal office in India at (insert address)".

(g) (Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the joint family, governed by the Mitakshara School of Hindu Law, carrying on business under the name or style of (insert name under which the joint family business is carried on) at (insert address) and C.D.E.F.G.H. etc. (insert full name) being the other adult members af the said joint family.

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2. **Agreement To Construct Siding**:

Subject to the terms and conditions hereinafter contained, the Railway Administration shall at the cost and expense of the Applicant in all respects, construct partly or fully on the land of the Railway Administration and partly or fully on the land of the Applicant of the said siding, from _____ (length of siding) Kilometers on _____ (name of portion)Branch as shown in red and green on the plan annexed hereto (bearing CE's No. _____) connecting the Applicant's work known as _____ situated at or near _____ in the District of _____ with the system at or near _____ on _____ Railway.

3. **Preliminary Survey Expenses And Departmental Charges** :

(a) (i) The Applicant shall bear and pay to the Railway Administration in advance a sum of Rs. _____ (Rupees _____) for the first track kilometer or part of a track kilometer of the siding required and a sum of Rs. _____ (Rupees _____) for every ½track kilometer or fraction thereof in excess of one track kilometer, as cost of survey and preparation by the Railway Administration of the plans and estimates for the siding when the same will traverse in a flat terrain, but in case of sidings through difficult terrain of which the Railway Administration shall be the sole judge, the Applicant shall pay such sum as may be fixed by the Railway Administration.

(ii) The amount of Rs._____ (Rupees _____) and Rs._____ (Rupees _____) respectively as stated above are subject to increase from time to time at the sole discretion of the Railway Administration on the circumstances of each case and the Applicant shall be bound to bear and pay such sum.

(iii) Single copies of such plans and estimates shall be sent to the Applicant on completion. If additional copies of such plans and estimates are required to be supplied, the Applicant shall have to pay such additional charges, as may be levied by the Principal Chief Engineer of the Railway. If the Applicant shall desire any alterations to such plans involving further survey work, the Applicant shall pay to the Railway Administration in advance, the cost of such further survey and the preparation of amended plans and estimates at the rates and terms, as stated

above in addition to the cost before mentioned.

(iv) Provided, however, that where a subsidiary or auxiliary line requiring additional survey work is proposed to be constructed off the main siding, but forming part of the same; the additional length of such divergent line shall be reckoned in calculating the survey charges.

(v) Provided further that the amounts mentioned in this Clause shall not be refundable under any circumstances when survey work has started; but if the survey work is not started at all, the amount may be refundable deducting such expenses, as may be incurred.

(b) When the work of survey and construction of a private siding is allowed by the Railway, to be carried out by the Party through an Approved Consultant / Consulting Firm / Consulting Engineer and not under Railway supervision, the General Charges shall not be leviable and only 4% charges of the total project cost, towards Survey & Final Inspection in terms of Para 1829 of Engineering Code, shall be leviable. Accordingly, applicability of charges as prescribed therein shall be advised to the party and the stages mentioned in the Engineering Code for collection of charges from the party shall be followed.

Thus, the total charges (including all overhead charges) to be recovered from the party shall be as follows:

(i) Surveys: (1) 1% of the assessed cost of the project at the stage, proposal of the party for undertaking the survey is approved by the Railway.

(2) Balance amount to complete2% of the Estimated cost of the project, while applying for the final approval of the complete works.

(ii) Final Inspection: 2% of the cost of a project while applying for final approval of the complete works.

4. Land :

(a) The Railway land required for providing connectivity to the siding shall be licensed to the Applicant. The applicant shall have to pay for land license fee at the rate of 6% per annum of the market value of the land or at such rate as may be revised from time to time. This license fee shall be revised every year with a notional increase in land value @ 7% per annum or at such rate as may be revised from time to time over the previous year's market value of land to arrive at the land value of current year. The land outside the Railway Boundaries shall be acquired by the Applicant at his cost.

(b) License Fee of Land: The Applicant shall pay to the Railway Administration in advance on the first day of April every year such sum of money, as may be fixed by the Railway Administration from time to time as yearly license fee for the use and occupation of land belonging to the Railway Administration upon which the portion of the said siding and works colored red on the said plan shall be situated, the first payment thereof to be made on the 1st day _____ 20____.

(c) The Land License Agreement containing detailed terms and conditions is appended herewith as Annexure '3-A'.

{Note- In case, Railway Land is given to other government department/PSU on Lease, Land Leasing agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway}

5. **Sub-Grade Work** :

The sub-grade work, culverts & bridges, drains, pitching & protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant, the work shall conform to the Railway Administration's drawings and specifications and shall be executed under the supervision of Engineering staff of the Railway Administration or under the supervision of Approved Consultant. The Applicant shall have to pay the General Charges for establishment, Departmental Charges and other Overhead Charges as provided in the extant orders of the Railway Administration, on the estimated cost of the work depending on the agency of execution.

6. **Payment By The Applicant Against The Total Estimated Cost** :

(a) The Applicant shall pay in advance to the Railway Administration total estimated cost of the work to be done by Railway Administration including all Overhead Charges as per the extant rules. After completion of the work and certification in writing by the Railway Engineer, the completion cost of the work shall be arrived at with the cost of materials and labour based an actual & overhead charges as per rates, fixed from time to time added to it.

In case the completion cost is lower than the amount deposited, the difference shall be paid back to the Applicant and vice versa. No interest shall, however, be payable by the Railway Administration on any such amount refundable to the Applicant. If the amount actually expended by the Railway Administration for the construction of the siding exceeds the amount paid in advance by the party, the Applicant shall pay to the Railway Administration, on demand, the excess amount forthwith in case the excess amount is upto 25% above the estimated cost. If the excess amount is more than 25% of the estimated cost, a revised estimate shall be supplied by the Railway Administration as and when such excess amount is known and the Applicant shall forthwith deposit the excess amount, so involved.

(b) The Railway Administration may execute the work by its own labour/through contractor or other agencies. If the Railway Administration incurs any additional liability arising out of litigation or arbitration award or any other dispute etc. after sanction of the Estimate/Drawing, physical progress of this work or even after sanction of Commissioner of Railway Safety; the Applicant shall have to discharge the debt liability and he shall be bound to pay the same within one month, from the date of the written demand in this regard.

(c) **Capital Cost** : The capital cost of all traffic facilities, such as 'Y' connection, additional lines at the serving station, crossing stations, patch doubling of the section etc. shall be fully borne by the railways. The distance for charging of tariff, for each 'Y' connection shall, however be inflated/increased by 5 (five) kilometers. However, the capital cost for augmenting the facilities, within the premises of siding owner shall be borne by the siding owner.

(d) **Capital Cost, if Borne By Siding Owner** : In case the siding owner desires to bear the capital cost of traffic facilities to expedite commissioning of his siding, the following shall be applicable :

(i) The works of connectivity, 'Y' or otherwise and any additional loop line at the serving station, may also be executed by the siding owner. However, such a facility shall be used as a common user facility by Indian Railways.

(ii) The common user facilities, if executed by the Party, shall only be done thraugh Railway's approved contractors/consultants, unless permitted in exceptional

circumstances, with the approval of General Manager. The provisions given in various Railway Codes and Manuals, extant instructians, issued by Railway fram time ta time and statutory provisians, stipulated in variaus Acts of Gavernment of India, shall be followed in all respect.

(iii) The facilities at the station, sa created by the siding owner shall be used not only by the party who financed these, but alsa by other users and the assets, so created, shall belang ta the Indian Railways and shall be maintained & used as any other Railway asset by the Railway. The investors shall not be eligible for any return/concession in lieu of such use of these assets by the Railways ar ather rail users. The investors shall also not qualify for any preferential treatment in the matter of utilisation of these assets.

(iv) The common user traffic facility shall become praperty of Railway Administratian and the investor shall have no claim ta these assets.

(v) The license fee af land far 'Y' connection far praviding connectivity ta the private siding on Railway land or any ather connectian serving the private party exclusively shall be charged as per extant policy, as revised fram time to time by Railways, at its sale discretian.

(vi) Na license fee will be charged far the cammon user traffic facility at the statian from the siding owner. Camman user traffic facilities are thase facilities which facilitate the Railway traffic operations at the station. Classification of any facility as a 'Common User Traffic Facility' shall be certified by CTPM on the siding plan during the approval af the plan by the competent authority.

(vii) The Railway land needed for cannectivity ta the private siding including engine escape line and shunting neck exclusively required far placement and withdrawal of rakes from private siding shall be based an local conditions & terrain and taking into consideration Railway's future requirement. Far providing connectivity, Divisional Railway Manager of the Divisian (Sr.DOM & Sr.DEN to caordinate) shall identify and decide upon the area to be licensed and send recommendatians ta the HQ af the Zanal Railway for approval as per extant palicy. In additian, railway land, if available and nat required for railway's aperatianal/ developmental works, can be given an lease to ather government departments/PSUs far laying their own private siding as per extant instructions. (Authority Rly Baard's letter no. 2011/LML/18/17 dt 21.08.12 & 2001/LML/13/53 dated 04.10.2001) "

(viii) The Railway shall permit use af the siding or any extension for the traffic af any other person/s upon payment by such persan/s to the ariginal applicant (i) of such portion af the cost originally paid by the applicant ta the Railway Administratian, in respect of the land, sub-grade & track warks ar (ii) tollage far such use, as shall be decided by the General Manager of the Railway Administration.

(ix) The use of siding ar any extensian shall be so canducted in a manner that has least interference with the free use of the siding by the original applicant whose traffic shall have precedence.

(x) Physical wark far providing connectivity to private siding shall be done towards the end af the construction of the siding.

(xi) All developments for the praposed traffic facility warks at the statian shall be as per Railway's approved designs & drawings and constructed as per Railway's appraved standards & specifications. In case the investor siding owner desires execution af the work by Railways, he The investor shall be required to deposit the full cost af canstruction, calculated alongwith departmental charges as per Codal provisians, in advance, befare commencement of the wark.

(xii) Maintenance and aperatian af these assets, at the station including staff costs, shall be the responsibility of the Railways.

7. **Various Assets And Their Maintenance** :

7.(a) **Permanent Way** : The Applicant shall provide and deliver at site the Permanent Way and other materials in accordance with the Railway Administration's standards and specifications as per the Railway Administration's estimate or if agreed, by owner of the siding, Railway can also arrange the P.Way materials at the site at owner's cost. On completion to the satisfaction of the Railway Administration of the sub-grade work the permanent way materials shall be laid by the Railway Administration. All charges incurred in laying and fitting the permanent way materials and all other equipments, which may be provided, including freight at public tariff rates, materials trains and handling charges shall entirely be borne by the Applicant.

In addition, the Applicant shall bear Departmental and Other Charges as may be fixed by the Railway Administration from time to time on such cost, borne by the Applicant. The Railway Administration may also, if so required by the Applicant, provide any station machinery required upon payment by the Applicant in advance of such cost and charges in respect thereof, as shall be fixed by the Railway Administration.

7.(b) **Electrification Of Siding** :

(i) **Existing Sidings** :

While undertaking electrification of main line, all existing sidings on this section shall be electrified at Railway's cost, provided it is operationally justified by COM of that Zonal Railway. While preparing the abstract estimate for any new electrification project; GTKMs and cost of electrification shall be taken for main line as well as sidings combined together for calculating the ROR of the overall RE project (i.e. including both main line & sidings).

(ii) **New Sidings** : In case of new siding, in the electrified territory or the territory approved for electrification, the entire cost of electrification of siding shall be borne by the siding owner. This shall also apply to the Military Sidings.

7.(c) **OHE Maintenance (Both New & Existing)** :

(i) OHE Maintenance cost, for existing as well as new sidings, shall be borne by the Railways.

(ii) In case of theft of OHE in the siding premises, restoration shall be done by the Railways, but cost of such restoration shall be borne by the siding owner.

7.(d) **C&W Examination** :

(i) **New Sidings** : If on operational grounds it becomes necessary to develop the maintenance facility for rakes handled in the siding; for the maintenance facility including prescribed equipments inside the siding, capital cost on one-time basis shall be borne by the party. Regular upkeep of these facilities shall be the party's responsibility. Running repairs of rolling stocks including material and staff cost in all cases shall, however, be borne by the Railway. In case of POL and other hazardous materials, some facilities exclusive to those commodities, such as permanent catwalks, steam cleaning and flame proof lighting may be developed at party's cost in the Railway yard, if required.

(ii) **Existing Sidings** : Regular facilities for C&W examination shall be planned only if the level of loading/unloading is five or more rakes per day. In cases, where C&W facilities are essentially required to be provided as part of Private Siding, taking into consideration the volume of traffic and pattern of operation, apportionment of the cost shall be done as per Board's letter no. 84/WI/SP/24, dated 8.1.85(and

as amended from time to time).

Accordingly, the capital expenditure on construction of sick lines/train examination lines (excluding recoverable P.Way materials) and cost of staff quarters shall be borne by the siding owners; while Railways shall bear cost of tools & plants, consumable stores, re-coverable P.Way materials and recurring expenditure on staff involving normal examination & repairs to rolling stocks. However, in exceptional cases enlisted in Railway Board's letter no. 77/M(N)/951/36, dated 13.04.1981, the siding owners shall bear all the expenses for examination, certification, repairs etc. including staff costs.

7(e) Maintenance Of S&T Assets :

(i) Maintenance of Signal & Telecommunication equipment, provided at the take off point of the siding and linked to main line Railway Track, shall be maintained by Railways and shall be chargeable to Railways.

(ii) Maintenance of Signal & Telecommunication equipment inside the siding, which includes Block Instrument & Communication Equipment, Interlocking of Points & signals, Level Crossing Gates and Centralized Operation of Points & Signals etc. shall be done by the Party at their cost. Maintenance shall be got done by sources (contractors) approved by the Railways employing Railway certified Signal Technicians, Supervisors & Engineers.

(iii) Periodicity of inspection of equipments inside the siding shall be once in a quarter. Railway shall inspect the installation at the level of Sr. Section Engineer to ensure the safety and reliability aspect of Signal & Telecom equipments. Cost of Supervisor's inspection & supervision shall be charged to the siding owner.

8.(a) Maintenance And Other Charges For The Portion Of Siding Within Railway Land :

(i) The Applicant shall also pay to the Railway Administration towards the ordinary maintenance of the said siding within Railway boundary (coloured red on the said Plan), viz. the permanent way, sub-grade work etc. at such rates, as may be fixed by the Administration from time to time. Such charges shall be paid in advance within seven days after every 31st day of March. Such yearly payments shall include all items upto the last day of respective financial year.

Provided that the entire cost of recoupment of ballast, renewal, replacement or strengthening of permanent way etc. shall be deemed to be special repairs and the applicant agrees to pay on demand the full expenditure incurred by or through the Railway Administration on this account. For this purpose, Railway administration would prepare an estimate, based on actual expenditure which would include Departmental Charges as per the extant rules.

(ii) The Applicant agrees that ony special emergency repair works which may be necessary for the safety of the siding (the Railway Administration being the sole Judge for this purpose) shall be done by the Railway Administration at the cost of the Applicant and the Applicant agrees to pay, on demand, any expenditure incurred by or through the Railway Administration on this account.

8.(b) Maintenance And Other Charges For The Portion Of Siding Outside Railway Land :

(i) The Applicant shall at their own cost and expenses in all things and to the satisfaction of the Railway Administration and if required, by the Railway Administration under its supervision, maintain in good order and repair the said portion of the siding (on their own land, delineated and (coloured green on the said plan). Such charges, as may be

fixed by the Railway for the maintenance &supervision rendered, shall be paid by the Applicant.

The Inspection Charges shall be calculated as per details mentioned in Annexure 'B' of Railway Board's Circular no. 2013/CE-I/SP/1, dated 25.02.2015 with updation from time to time.

(ii) Provided, however, that the Railway Administration may, at the request of the Applicant, undertake at any time, the ordinary maintenance of the said portion of siding (colored green) on the Applicant paying annually to the Railway Administration in advance maintenance charges at such rates, as may be fixed by the Railway Administration from time to time.

The maintenance charges, when taken for ten years in advance shall be worked out as per procedure mentioned in Annexure 'A' to Railway Board's Circular 2013/CE-I/SP/1, dated 25.02.2015 with updation from time to time; but no annual escalation @10% shall be applicable, if one time maintenance charges for the 10 years period have been deposited by the Party with Railways.

(iii) For arriving at equated track length of a private siding, fraction upto half a kilometer shall be treated as half a kilometer and fraction above half a kilometer shall be rounded off to the next kilometer for the purpose of the taking track maintenance charges.

(iv) Provided also that when the Railway Administration is also required to carry out any renewals of Permanent Way Materials or strengthening of track and special repairs to sub-grade works including recoupment of ballast in respect of the said siding (colored green), the Applicant shall pay in advance to the Railway Administration the cost which the Railway Administration or their Engineer may estimate for such renewals of permanent materials or strengthening of track, including supply of materials and special repairs to sub-grade work together with supervision and other charges, as fixed by the Railway Administration.

(v) The difference between the cost, so estimated and the cost actually incurred will be paid to or re-paid by the Railway Administration, as the case may be, on the completion of the particular work being certified in writing by Railway Engineer. No interest shall be paid by the Railway Administration on any such advance.

(vi) The Applicant agrees that any special emergency repair works, which may be necessary for safety of the siding (the Railway Administration being sole Judge for this purpose) shall be done by the Railway Administration at the cost of Applicant and the Applicant agrees ta pay on demand any expenditure incurred by or through the Railway Administration on this account. The Applicant shall also pay to the Railway Administration Departmental and Other Charges, as may be fixed by the Railway Administration from time to time.

8.(c) Railway Administratian shall arrange ta carry out necessary inspection of the portion of the siding outside the Railway land baundary free af cast. However, wherever maintenance is being done by Railways at the cast of the Applicant, the Applicant shall continue to bear this cost. Further the inspection by Railways shall nat absolve the party from their responsibility ar liability laid down in Clause 18 hereinafter.

8.(d) The Applicant shall be responsible to keep the track and cess clear for day to day movement of Ralling Stack and Locomotive. In case this is not done, the Railways shall have the right to stop the working an the siding or impose a charge at a penal rate to be decided by the Railway Administration to have the track and cess cleared for the working of the siding.

9. **Weigh Bridge Facilities And Level Crossings Etc.:**

(a) (i) The Applicant shall provide and maintain at their own cost and expense a suitable electronic weigh-bridge, weigh-bridge house and weigh-bridge siding within the siding limits, as the Railway Administration may require the Applicant to provide from time to time.

(ii) The electronic in-motion weigh-bridge shall be maintained by the siding owner at his cost to the satisfaction of the Railway and shall be subject to periodical inspections by qualified staff at the cost of siding owner, who shall record a certificate to the effect that the weigh bridge is showing correct weight and is in proper working order.

(iii) The weigh-bridge, whenever, will go out of order; the same shall be put right by the siding owner at his cost within 3 days, failing which a penalty of Rs. 2000per day or part thereof shall be imposed. In case, the weigh-bridge is not put to proper working condition within 7 days, then train movement on the siding shall be stopped by the Railway, till the weigh-bridge is put to proper working condition.

(iv) A card shall be kept by the Applicant testifying the accuracy of the weigh-bridge and giving date of tests as in the case of all Railway weigh-bridges. The Applicant shall also permit the Railway weigh-bridge Inspector or such other staff, as may be deputed by the Railway Administration at all times to check the accuracy of the weigh-bridge and to supervise the maintenance, which shall be carried out by the Applicant to the satisfaction of the Railway Administration.

(v) The maintenance shall be done according to Railway Rules & Regulations as in force from time to time. Such emergent maintenance, as may be required for safety, may be done by the Railway Administration without prior notice to the Applicant and the Applicant shall have to pay on demand any expenditure incurred by the or through the Railway Administration on this account, including Departmental and Other Charges, as may be fixed by the Railway Administration from time to time.

Other Rules &Regulatians regarding installatian, aperation and maintenance of weigh-bridges as laid down from time to time by Railway administration shall apply.

(b) (i) The applicants shall also provide and maintain at their own cost the level crossings and ROB/RUB/LHSs for safe passage of trains as well as road vehicles as per the direction of Railway administration.

(ii) The existing level crossings shall be eliminated by providing ROB/RUB/LHS, diversion road etc. at the cast of siding owner within a period of 2 years from the date of the signing of the agreement. Where it is not possible to provide ROB/RUB/LHS on technical ground (to be certified by Railway administration), such level crossings shall have to be manned and maintained by the siding owner including provision of gate posts, gate lodges etc. at his cost to the satisfaction of the Railway administration.

(iii) No new level crossing shall be allowed at the siding.

(iv) In case, the siding owner fails to provide ROB/RUB/LHS/Manned level crossing, as the case may be, the Railway will provide the same and the cast of such provisions including maintenance charges shall be debited from the siding owner.

10. **Installation And Maintenance Of Tipplers Or Any Other Bulk Handling System Designs In The Siding :**

(a) All tipplers and bulk handling systems used for loading/unloading of wagons shall be provided and commissioned as per RDSO approved specifications. The siding shall be commissioned only when a joint certificate is executed jointly by the Applicant, RDSO

and the Sr.DME that the tipplers and bulk handling systems installed/provided in the siding for loading/unloading are as per RDSO approved design and commissioned to their satisfaction.

(b) For 10.(a) above, RDSO's approval shall have to be obtained for fresh installation of every individual equipment and its accessories. Approval obtained for the first installation shall not apply to any subsequent installation for different designs and suppliers. However, in case the designs of the equipments are the same, as initially approved by RDSO and in case the design is still valid, the approval can be given by the CRSE of the Railway.

(c) For all mechanized equipment (such as pay-loaders, JCBs etc.) used for loading/unloading of wagons where RDSO approved specifications are available, these shall be provided and commissioned as per RDSO approved specifications only. For all mechanized equipment (such as pay-loaders, JCBs etc.) used for loading/unloading of wagons where RDSO approved specifications are not available, these shall be provided and commissioned with the approval of the CRSE of the Zonal Railway. For loading/unloading open wagons, the mechanised equipment shall preferably be one with high driver/operators seat so that the driver/operator is able to see the inside area of an open wagon. For all mechanized equipment the siding shall be commissioned only when a joint certificate is executed by the Applicant and the CRSE of the Zonal Railway that the mechanized equipment installed/provided in the siding for loading/unloading are as per RDSO approved design (where available) and commissioned to their satisfaction.

(d) The tipplers, bulk handling systems and mechanised equipment shall have to be replaced by the applicant after their Codal life (as prescribed by RDSO for RDSO approved items or the CRSE for other than RDSO approved mechanised equipment) is completed.

(e) The Applicant shall always maintain tipplers, bulk handling systems as well as mechanised equipment in good condition. Operation of defective systems shall be suspended. The Applicant shall ensure that tipplers, bulk handling systems and the mechanised equipment are operated only by qualified and experienced staff under adequate supervision.

(f) It shall be the responsibility of the applicant to ensure that no part of the mechanized equipment, such as pay-loader/JCB etc. hit the wagon body or its components during loading/unloading, else damage and deficiency charges shall be raised as given hereunder.

(g) For damages and deficiencies occurring to wagons in the siding, caused due to the fault of any representative of the applicant; damage and deficiency bills shall be raised on the applicant as per the following procedure:

(i) Joint inspection of the tipplers, bulk handling system and mechanised equipment shall be done for once in three months by the Sr.DME or an officer authorised by the Sr.DME, the Sr.DCM or an officer authorised by the Sr.DCM and the Siding Owner's representative for three days.

(ii) In case instances of damage to wagons are established during these inspections, penalties for extra damage and deficiencies occurring per unit wagon shall be computed on the basis of latest Rules and Regulations of Indian Railways in force on the date of inspection. The cost of these extra damages and deficiencies occurring per unit wagon shall be multiplied with the units of wagons exchanged with the siding owner for the last three month period to determine damage deficiency bill for the next three month period.

(iii) Other than the joint inspection to be held once in 3 months, the Sr.DME or his authorised representative (not below the rank of Senior Section Engineer) are authorized to inspect the siding any time without advance notice to check whether any

damages are taking place to the wagons. In case damages are detected, additional penalties shall be levied as per latest Rules and Regulations of Indian Railways in force on the date of inspection.

(h) The applicant shall comply with all the provisions contained in RDSO's/CRSE's specifications/approval and shall exhibit fitness certificate issued by ROSO/CRSE/Sr.DME for each tippler, bulk handling system and mechanised equipment at work place. Handling of wagons by a tippler, bulk handling system or mechanized system (JCB, pay-loader etc.), without a valid fitness certificate shall attract a penalty as per the Rules and Regulations of Indian Railways in force on the date of inspection, or may even lead to suspension of the operation of the mechanised system.

(i) Closing of doors of wagons with pay-loaders, JCBs or any other mechanised equipment is strictly prohibited. Loading/unloading of wagon through doors by any means other than manual is prohibited.

(j) In case mechanised equipments are being used for loading/unloading of wagons in the siding, proper infrastructural facilities must be created in advance to prevent damages to wagons. This shall include the following :

(i) Provision of steel railings to restrict the reach of the mechanised equipment beyond certain limit, so that the wheels/bucket ar any other part of the mechanised loading/unloading equipment is unable to hit the wagon body during the process of loading/unloading.

(ii) A continuous high level platform for loading/unloading.

(iii) Ensuring proper illumination during night loading/unloading etc.

(k) The use of mechanised equipment shall not be permitted until the facilities have been provided, as approved by the CRSE of the Zonal Railway.

(l) The applicant shall also ensure that whenever loading is done using tipplers, bulk handling systems or mechanised equipment; loading on the wagons is even on each side. For cases of wagons detected with uneven loading, Railway will be authorized to send back the wagon for unloading and then re-loading, if necessary.

(m) In the event of the Applicant failing to comply with (i) any direction of the railway administration to remove or repair any defect (including defects in bulk handling system like tipplers, pay-loaders, JCB, loading platform etc.) which, in the opinion of the Railway Administration, may endanger the working and safety of the siding and/or cause damage to railway wagons, within such time as shall be fixed by the Railway Administration for the purpose OR (ii) failing to pay prescribed penalties OR (iii) causing repeated damages to wagons despite imposition of penalties; suitable action shall be taken against the applicant by the Railway administration which may include ane or several of the following:

(i) Posting of Railway staff to monitor incidences of damage on daily basis at the cost of the siding owner.

(ii) Daily Video recording of entire loading/unloading operations.

(iii) Suspension of mechanised loading.

(iv) Suspension of traffic.

11. <u>Additional Works Including Renewals, Replacements And Re-strengthening</u> :

(a) In the event of it being necessary after the opening of the siding any alterations or additions or renewals or replacement items, as fencing, signalling, interlocking and telecommunication equipments, improved safety appliance or machinery of any kind or to

provide quarters for signalers or staff for the working of the siding, such additional work shall be provided at the cost of the Applicant as per the general conditions, governing the construction of the siding.

(b) Any additional expenses incurred in working of the safety appliance including but not limited to such as salary and allawances of signalers or watchmen or any other staff as well as all contributions or payments which the Railway Administration may make towards or on account of leave salary, pension, provident fund, bonus, special contribution to provident fund, gratuity, house license fee, cost of uniform or any other contributions, payments or fringe benefits for the benefit of such signalers or watchmen or any other staff employed by the Railway Administration for the purpose of the Clause 11 in accordance with any rules of the Railway Administration for the time being in force relating to the employment and emoluments of Railway servants, provision of stores and repairs shall be paid by the Applicant.

(c) No addition or alteration shall be made to the siding nor shall any temporary or permanent structure be erected without the sanction in writing of the Railway Administration.

(d) All such structures must comply with the regulations from time to time in force upon _____ Railway system regarding standard dimensions and other matters. The terms and conditions of this Agreement shall also be applicable to any additions and alterations made to the siding unless otherwise decided by the Railway Administration.

12. **Deposit Towards The Cost Of Removal Of Siding And All Other Charges:**

(a) The Applicant shall deposit in advance at the time of construction of the siding a sum considered sufficient by the Railway Administration to cover the cost of dismantling of the siding and other charges in connection therewith within the Railway land and marked in red, in the event of termination of this agreement on such ground on which the Applicant shall be liable to pay the cost of dismantling of the siding and other charges. No interest shall be allowed by the Railway on such deposit, if made in cash. Paper securities at 5% below the market value hypothecated to FA&CAO may also be permitted. Interest accrued on this account may be paid to the Applicant.

As the above deposit and the costs are provisional, the applicant shall further pay on demand, ot the time of dismantlement any difference in cost between the cost of dismantlement and the initial deposit, failing which the Railway would be at liberty to appropriate the materials belonging ta the party towards such cost. Any sum due to the Applicant out of the initial deposit shall be refunded to the Applicant.

(b) The applicant shall pay all rates, taxes, cess and assessments, whatsoever payable or hereafter to be payable, to any Local Body or State or Central Government in respect of all structures, buildings and other works, built or erected in connection with the siding.

(c) Any further tax or new tax, which may be imposed by any Statutory Authority, shall also be borne by the applicant.

13.(a) Cost Of Railway Staff Employed At The Siding :

In all private sidings, barring the cost of one commercial staff per shift, Railways shall bear the cost of all other Railway staff. However, in exceptional cases, in terms of Railway Board's letter no. 77/M(N)/951/36, dated 13.4.81; the siding owner shall bear all the expenses for examination, certification, repairs etc. including staff cost; as also mentioned in Clause 7(d)(ii) above.

13.(b) Engine On Load (EOL) Policy

All new sidings shall come up with EOL concept in terms of Railway Board's letter no. 2012/TC(FM)/18/21, dated 07.03.2013, as amended from time to time.

14. Traffic On Siding :

(a) Wagons will be hauled by the Railway Administration (subject to such rules and restrictions as may be enforced from time to time and from the point marked 'X' in the said Plan No.(same no. as in Clause 2) hereinbefore referred to or such other points as may hereafter be fixed upon by mutual consent of the Applicant and Railway Administration in writing at which point they shall be made over to the Applicant and returned ta the Railway Administration in such manner as shall be determined in each case by the Railway Administration. If the Applicant undertakes to shunt the wagons from such point to his premises and back with his own staff and locomotive, the Railway Administration shall not be responsible for any delay, loss and damages caused in consequence of the failure of the Applicant to arrange for such shunting.

(b) Provided that the Railway Administration may at the request of the Applicant undertake shunting by locomotives of wagons inside the premises of the Applicant on the portion of the siding colored green in the said plan and demand such additional charges, as may be determined from time to time by the Railway Administration; but this facility may be withdrawn at any time at the sole discretion of the Railway.

(c) No traffic in commodities other than such as can reasonably be regarded as necessary for the working or requirements of the mill, factory or industry of the firm, shall, except with the written permission of the General Manager of the _____ Railway or an Officer authorised by him, be at any time taken or sent by the Applicant over the siding. No consideration or remuneration of any nature, except such as may be contained in a written permission of the General Manager or an Officer authorized by him, shall be received or taken by the Applicant in respect of traffic over the siding.

15. Siding Not To Be Used By Other Person :

(a) No traffic, inward or outward other than that of the Applicants Works shall at any time be sent over the siding by the Applicant except with the prior written permission of the Railway Administration and the Applicant undertakes nat to permit any other person whamsoever to use the siding and not ta take or receive or permit any other person to take or receive from any other person whomsoever any consideration of remuneration of any sort or in respect of the carrying of any commodity over for any purpose whatsoever in connection with siding except with the prior written permission of the Railway Administration and in all cases or disputes or differences with regard to any matters mentianed in this Clause, the decision of the Chief Operations Manager/Chief Commercial Manager of _____ Railway shall be final and binding on the Applicant.

(b) The Applicant is forbidden to assign, transfer or sublet in any manner whatsoever either/whole or any part of the siding without prior written permission of the Railway Administration. The booking and delivery of traffic of co-user of the siding shall be governed by the same rules and regulations as applicable to the siding owner as far as levy of freight and other charges are concerned. The siding owners shall give a written undertaking that _____ (Name of the party/co-user) has been allowed to use _____ (Name of the siding) owned by him with his consent and that the co-user(s) shall be responsible for the payment of all Railway dues that may accrue as a result of granting of such facility.

(c) For the sister concerns of the Applicant desirous of utilizing the siding facilities, the

booking transactions etc. shall be in the name of the Applicant only and not in the name of the sister concerns.

16. **Freight Etc. On Traffic** :

(a) The Applicant shall pay freight and also all other charges (including siding, placement and withdrawal charges, where leviable) on traffic booked and required by him from and to the siding, from the date of opening of the siding in accordance with the Railway Administration's tariffs, Circulars and Advices in force at or given effect to from the time the traffic is carried or such rates as may be fixed by the Railway Administration from time to time. Such traffic shall be subject to all the rules, conditions and charges, as contained in such Tariffs, Circulars and Advices. The date of opening of the siding shall be reckaned from the date of notification issued by Commissioner of Railway Safety or by the Civil Engg. Department, as the case may be, stating that the said siding is opened to Railway traffic and is fit for movement of the same.

(b) The free time allowed to the Applicant and other co-users of the siding for loading and unloading and the demurrage charges leviable for detention in excess af such free time shall be governed by the rates and rules published from time to time in the Tariffs, Circulars and Advices of the Railway Administration and in force at the time the traffic is carried.

(c) The Railway Administration shall not be responsible for loss, damage, destruction, deterioration of the contents of wagons booked at either owner's risk rate or railway risk rate, hauled over the siding during the time such wagons are in transit or remain on any part of extension of the siding at or beyond the point of interchange.

(d) Unless a Goods Clerk representing the Railway Administration is employed at the siding empowered to effect delivery, their wagons shall not be placed in the siding until delivery is effected at the serving station. In the event of the Applicant and other co-users of the siding failing to effect delivery within the prescribed free time after the arrival of the wagons at the serving statians, the usual demurrage charges shall begin to accrue on such wagons thereafter, the free time, being granted only once.

(e) The Applicant shall at all time, permit any person appointed by the Railway Administration to inspect the loading and unloading of wagons of the said siding (Colored red & Green).

(f) All gaods dispatched from and to the said siding shall be loaded and unloaded by the Applicant and other co-users of the siding at their own cost utilizing their own labour for which railway would not be responsible for any aspect of the employment and working.

17. **Working Of Siding** :

(a) The Applicant shall provide labour for and bear the cost of all operations on the siding. The Applicant shall be responsible for the strict compliance by himself and his employees and agents of all rules, regulations and standing orders made by the Railway Administration from time to time for the working of sidings and for all accidents, loss or damage that may ensue or be caused by reasons of negligence or non-observance of such rules, regulatians and orders. It shall be the duty of the Applicant to obtain, from the Railway Administration authentic copies of all such rules, regulations and orders aforesaid and to see that his employees and agents working in connection with the siding are made and kept acquainted with the same.

(b) Status of the employees working at Sidings : It shall be made clear in the appointment letter of the employees of the applicant working at the siding that they shall not be 'Railway Employee' for any purpose. The term, 'Principal Employer', shall not be evoked under any circumstances.

18. Applicant Responsible For Damage Or Injury To Person Or Property :

The Applicant shall be entirely responsible for all property of the Railway Administration during the time the same shall remain on any part of extension of the siding at or beyond the point of interchange and shall make good on demand all loss of or damage to the engines, damages and deficiencies of rolling stock (Railway wagons) or other property of the Railway Administration from any cause whatsoever except sole negligence on the part of the staff of the Railway Administration or act of God or war or other acts or circumstances for which the Applicant is not responsible. Further, in case of a derailment, Railways shall bear the cost of re-railing of engines and rolling stock except when the derailment has been caused by any obstruction caused by the siding owner or an act of negligence on their part. Applicant shall, however, bear the cost for repairs to the siding necessitated by such derailment.

The Applicant shall also indemnify the Railway Administration against any loss due to damage, injury or death caused to any Railway Servant while working in connection with the Private Siding.

19. Railway Administratian's Rights Regarding Use Of The Siding : In addition to any other rights, powers and liberties herein provided for the Railway Administration shall have the following rights, powers and liberties, over and in connection with the siding or any extension or part thereof namely -

(a) To use the siding or any extension or part thereof for any purposes of the Railway Administration free of charge or any remuneration to the Applicant in respect of such use.

(b) To connect or allow to be connected with the siding or any extension or part thereof any other siding or sidings branching or extending there from which may have been constructed or which may hereinafter be constructed by or under the authority of the Railway Administration for any other person or persons whomsoever or for the purpose of the Railway Administration and to make or allow such alterations as may be necessary to effect such connection.

(c) To use or to permit the use of the siding or any extension or part thereof for the traffic if any person or persons other than the Applicant and to work traffic over the siding or any extension or part thereof to and from any other siding or sidings or branches or extensions there from which may be constructed as aforesaid jointly with the traffic of the Applicant upon payment by such person or persons to the Applicant of either such portion of the cost originally paid by the Applicant to the Railway Administration, in respect of the land and sub-grade work or such tollage for such use as aforesaid as shall be decided by the General Manager for the time being of the Railway Administration or such other Officer as may be nominated by him whose decision shall be final, conclusive and binding on the Applicant as to whether a portion of the aforesaid cost shall be payable and if so the amount thereof or whether a tollage shall be payable and if so the amount or rate thereof.

The Railway Administration shall collect such proportionate cost on behalf of the Applicant may enter into agreement with the person or persons who has/have been permitted the use of Sidings or part thereof by the Railway Administration on the payment by the latter of tollage.

The use of the Siding or any extension or part thereof by the Railway Administration or by other persons shall be so conducted in such manner and to such extent as ta interfere as little as possible with the free use of the siding by the Applicant whose traffic shall have precedence.

(d) To refuse supplies of wagons or other rolling stock for the Applicant to any siding or sidings constructed for any other person or any branches or extensions or parts thereof

over which the Applicant may be allowed to work traffic jointly with such other person or otherwise in the event of non-payment by the Applicant of any sum or tollage which the Railway Administration may decide shall be payable by the Applicant or in the event of non-compliance by the Applicant with any directions or requirement of the Railway Administration with regard to the use of working of the siding or any branch or extension thereof or any other siding branch or extension whether constructed for the Applicant or otherwise including the commission or omission of any act. Matter or thing which may interfere with or inconvenience the Railway Administration in the proper working thereof.

20. **Gauge Conversion Of The Existing Private Sidings** :

(a) The Railway Administration may whenever they shall think proper convert the entire portion of the said siding (colored red and green on the said plan) or part thereof into Railway or assisted siding by giving to the Applicant six months of their intention so to do on payment af such casts to the Applicant as would be considered reasonable by the railway administration at the time of conversion. The decision af the General Manager of the Railway Administration on the amount to be paid shall be final and binding on the parties.

The applicant shall not raise any objection to such conversion and shall execute in the standard forms such agreements as may be considered necessary by the Railway Administration in the altered circumstances failing which the Railway Administration will have the right either to suspend the siding facilities granted ta the holder or to terminate the agreement by giving one month's notice in writing.

(b) Wherever gauge conversion results in MG/NG private siding being cut off the siding can be converted to BG apportioning the cost of conversion in terms of provision af Engineering code relating to assisted sidings provided in the investment made by the Railway is financially viable with a minimum ROR of 14% or such ROR as fixed by Railways from time to time vis a vis traffic offered by the siding in the last 24 months. The siding owner shall have to maintain the traffic level of the preceding 24 months based on which the ROR was calculated, at least for 24 months after opening of the siding for commercial operation. In case, siding owner fails to offer such level of traffic, he/they shall reimburse the cost of gauge conversion. Also siding owner will furnish a Bank Guarantee (B.G.) far the period of 24 months (period to be reckoned with from the date of commercial operation) for the amount borne by the Railway. The B.G. can be encashed by the Railway in the event of failure of siding owner to meet the traffic level as mentioned above. Where it is not financially justified, the siding owner will bear the full cost or the siding will be closed.

(c) The Permanent Way and other materials released from the gauge conversion siding will be taken over by the Railways to be suitably used dispased of giving due credit to the private siding owner, which would be decided by the Railway.

(d) The relevant charges for maintenance of those converted private sidings shall be re-fixed and recovered from the applicant as per extant rules for private sidings.

21. **Applicant Not To Transfer Rights** :

(a) The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect. Provided also that in the event of any other person being permitted by the Railway Administration to use the siding on the Applicant's request or otherwise, the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement.

(b) Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the siding than subject to the under mentioned conditions being complied with the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works pr after proof by the Liquidator of this intension to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the siding. The conditions above mentioned are the following :

(i) That the liquidator shall be approved by the Railway Administration, but such approval will not unreasonably withheld.

(ii) That the liquidator shall duly sign and register a Private siding Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.

(iii) That the applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.

22. **Power To Terminate Agreement, If Traffic Insufficient** :

(a) Notwithstanding anything contained in the Agreement, the Railway Administration shall be entitled, in the event of the Railway Administration being of the opinion that the Applicant's traffic over the siding is insufficient to justify the retention of siding by the Applicant of which the Chief Operation Manager/Chief Commercial Manager of the Railway Administration will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6(six) months' notice in writing of the Railway Administration's intention to terminate this Agreement and on the expiry af such notice, this Agreement shall stand terminated.

(b) The termination of this agreement under the provisions of this Clause shall be withaut prejudice to any rights of remedies to which the Railway Administration will be entitled to, in respect of any acts, matter or things arising before such termination.

23. **Power To Close The Portion Of The Siding Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic** :

(a) In the event of the Railway Administration deciding in the public interest to close the siding or any part or extension thereof or to work the siding or any part or extension thereof for public traffic as part of the railway system (the decision af the Railway being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Railway Administration may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.

(b) Provided, however, that in such event the Railway Administration shall at their option either construct for the use of the Applicant at the cost of the railway Administration a suitable siding in lieu of the siding or the portion or extension thereof so closed or worked for public traffic or furnish the Applicant with facilities for this traffic equivalent to those supplied to him by the siding or such portion or extension thereof but if neither of the foregoing courses shall be found by the Railway Administration to be practicable (the

decision of the Railway being final in this case) the Railway Administration may pay to the Applicant the compensation specified below.

(c) The cost of the siding (both sub-grade and super grade works) originally paid by the Applicant less depreciation @5% (five) per year up to 20 (twenty) years after the date of completion of the work. After expiration of 20 (twenty) years no refund of cost of any part of the work shall be payable.

24. Power To Stop Traffic And To Terminate Agreement In Certain Events :

The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the siding or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events :

(a) In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the Railway Administration.

(b) In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other changes payable to the Railway administration in respect of the siding or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.

(c) In the events of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway administration may endanger the working and safety of the siding within such time as shall be fixed by the Railways Administration for the purpose.

(d) In the events of the Applicant ceasing for a consecutive period of 3 (three) months to use the siding or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.

(e) In the event of the Applicant contravening the provision of Clause 15 hereof.

(f) In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.

(g) In the event of the siding becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.

(h) In the event of any branch line, siding or part or extension thereof, connecting the siding or any part or extension thereof with the _____ Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, siding part or extension shall belong to the Applicant or to any third person.

(i) In the event of any branch line, siding or any part or extension thereof connecting the siding or any part or extension thereof with the _____ Railway system, being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.

The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go on or be used upon the siding or any connected siding or branch line in any of the aforesaid events.

Provided always that on the happening of any of the events mentioned in sub-Clauses (a), (b), (d), (e) and (f), the Railway Administration shall not exercise the power conferred upon

it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be, of the Railway Administration and the Applicant has failed to comply with the same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

25. Termination of Agreement on Death, Insolvency etc. :

This agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events :

(a) In the event of the death of the Applicant, if he is an individual person.

(b) In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School if Hindu Law.

(c) In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.

(d) In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.

(e) In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.

(f) In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.

(g) In the event of the Applicant contravening the provision of Clause 21 hereof.

26. Consequence Of Termination Under Clauses 22, 23, 24, 25 & 27 :

(a) On termination of this agreement under provisions of Clauses 22,23,24,25 and 27 thereof, the Railway Administration shall be entitled to disconnect from their Railway the portion of the said siding within the Railway land (colored red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all casts and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage.

(b) Provided always that the Railway Administration shall at all times have lien on the portion of the said siding within the Railway land (colored red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Railway Administration in respect of termination of this agreement whether under any of the provisions of those presents or in any manner not provided for by those presents.

27. Agreement To Bind Applicant Until Terminated By The Railway Administration :

Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with wham the Railway Administration has agreed to enter into a Private Siding Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successars in title or interest of the Applicant in the Applicant's Works.

(i) Provide that the Applicant may by giving 6 (six) months' notice to the Railway Administration, discontinue the use of the siding. In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligatians under the Agreement shall binding on him.

(ii) Provided further that the Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.

28. **Applicant To Give Vacant Possession Of Land Within A Month Of Termination** :

On termination of this Agreement, the applicant shall remove their materials from the land of the Railway Administration and give vacant possession of the same to the Railway Administration within one month.

Provided that if the Applicant fails to remove their materials from the land of the Railway Administration within the time specified by the Railway Administration, the same shall be removed by the Railway Administration and the cost of such removal be realised from the Applicant either from their deposits ar by sale of the Applicant's awn property within such land of Railway Administration or by any other means.

29. **Right To Charge Interest On Money Due Hereunder To The Railway Administration** :

Notwithstanding anything contained in the foregoing Clauses of this Agreement, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the railway Administration.

30. **Right Of Deduction Of Money Due To The Railway Administration** :

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Railway Administration under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the siding.

31. **Service Of Notices On Applicant** :

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

32. **Exercise Of Powers** :

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 Railway Administration; the agreement signing authority or his authorized representative.

33. Alteration / Variation Of The Agreement :

Except as hereby provided any verbal or written arrangement or abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.

34. Arbitration :

(a) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any or conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement shall be referred to the an arbitral tribunal consisting of at least 3 members to be appointed by the General Manager, _____ Railway for the time being, and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the General Manager will mean the head of the _____ Railway Administration.

(b) In case of dispute with any enterprise of Govt. of India, the arbitration proceeding shall be as per the extant rules in force for settlement of disputes amongst the two government organisations, as circulated by the competent authority in this regard.

(c) If one or more of the arbitrators appointed by the General Manager resigns from his appointment as an arbitrator or vacates his office, or is unable of unwilling to act so for any reason whatsoever or dies, the General Manager will have the power to appoint a new arbitrator to act in his place. Such arbitral tribunal shall be entitled to proceed with the reference from the stage at which it was left by the previous arbitrator.

(d) Place of arbitration proceeding shall be the Zonal Railway Headquarter or at a place where the agreement has been signed.

(e) The arbitral tribunal may from time to time, with the consent of parties _____ to these presents enlarge time for making and publishing the award".

35. Cost Of Execution Of Agreement :

All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the Applicant. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

36. Periodical Review :

The validity of this Agreement shall be reviewed on _____ (month/year) at the end of a period of three years from the date of signing of the agreement and decision for continuation of the same will be decided by both the parties.

37. Agreement In Force From :

The agreement shall be deemed to have come into force on and from _____.

38. Head Notes :

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

In WITNESS WHEREOF, the parties to these presents have set and subscribed their respective hands and seals hereunto on the day and year first above written.

1. Signed sealed and delivered for and on behalf of President of India by

_____ (Sr. Divisional Commercial Manager) _____

of the _____ Railway Administration in the presence of -

2. Signed and delivered by

_____ (Party) _____

_____ in the presence of -

(1) Signature _____

Name _____

Occupation _____

Address _____

_____

Witness :

(2) Signature _____

Name _____

Occupation _____

Address _____

_____

Dated the _____ Day of _____ 20___

Private Siding Agreement-

Reg. No.: _____ For_____ Siding

At Kilometre : _____ Between Stations _____ and _____

Land License Agreement

(For Private Siding)

{Note- This agreement is not to be used for the cases where Railway Land is given on Lease to other government department/PSU. For such cases, Land Leasing Agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway}

Agreement No._____, Dated _____

Memorandum of this Land License Agreement ("**Land License Agreement**") is made and executed an this _____ day of _____ (month) 20___ by and between:

The President Of India, acting through {_____}, _____ Railway, Ministry of Railways, Government of India and having its head office at _____ (hereinafter referred to as the "**Gavernment**" or "**Licensar**", which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns of the one part;

AND

{_____}, having its registered office at {_____}, represented through its (hereinafter referred to as the "**Licensee**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns of the other part.

The **Licensor** and the **Licensee** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS,

(A) The **Licensor** and the **Licensee** have entered into a Private Siding Agreement, dated _____ (**Agreement No.** _____), wherein the **Licensee** has agreed to lay the siding and the **Licensor** has agreed to provide the lond for providing connectivity to the siding.

(B) The **Licensor** is owner of the land described in the Annexure hereunder (the "**Site**") and now desires to License the Site ta the **Licensee** and the **Licensee** desires to take on License fram the **Licensor**, the Site for the purpose of connectivity to the siding.

NOW THEREFORE, in consideration of the promises and covenants herein setforth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder -

1. Definitians and Interpretation -

1.1 Definitions:

In this Land License Agreement, the following wards and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Applicable Permits**" means all clearances, permits, authorisations, consents and approvals required ta be obtained or maintained under applicable laws in connectian with the Site and the siding during the subsistence of the Land License Agreement;

"Encumbrance" means any encumbrance, such as an easement, right of way, licence, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

"Land License Fee" shall have the meaning setforth in Clause 4.1 of this agreement.

"Site" shall have the meaning setforth in Recital (B); and

"Term" shall have the meaning setforth in Clause 3 of this agreement.

1.2. Interpretations -

In this Land License Agreement, except to the extent that the context requires otherwise:

(a) the Annexure to this Land License Agreement forms part of this Land License Agreement and shall be of full farce and effect as though it is expressly set out in the body of this Land License Agreement;

(b) the terms of this Land License Agreement shall be read in consonance with and not in derogation with the terms of Private Siding Agreement;

(c) the words and expressions beginning with capital letters and defined in this Land License Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Land License Agreement and not defined herein, but defined in the Private Siding Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Private Siding Agreement.

2. Grant of License and Possession -

2.1.1 The provisions of this Land License Agreement shall take effect and become binding an the Parties on the date of signing of this Agreement.

2.1.2 In consideration of the Land License Fee and subject to Clause 2.1.3, the **Licensor** grants on License to the **Licensee** and the **Licensee** agrees to accept the License from the **Licensor**, free from Encumbrances and/or encroachments, of all that piece and parcel of land measuring _____, situated at _____, described in the **Annexure** and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Land License Agreement.

2.1.3 The **Licensor** hereby grants and transfers physical possession of the land specified in **Annexure** and in accordance with the pravisions of Clause 4 of the Private Siding Agreement.

3. Term -

3.1 The License granted in pursuance of this Land License Agreement shall be far a period of _____ years from the date of signing of Land License Agreement (the "**Term**") unless the Land License Agreement is determined prematurely in accordance with Clause 6 hereunder.

3.2 The term of the Land License Agreement shall be co-terminus with the Private Siding Agreement.

3.3 The **Licensee** shall not derive any right, title or interest in the said Site which shall remain property of the Railways all the times. The Licensee only shall have possessory right as a **Licensee** for _____ years of the said premises in accordance with the terms of the agreement, provided regular and timely payment of land license fee is made.

3.4 Renewal of the Land **License** Agreement shall be at the sole discretion of the **Licensor**.

4. Land License Fee -

4.1 The **Licensee** shall pay to the **Licensor**, subject to Clause 4.3, an annual Land License Fee ("**Land License Fee**") @ _____.

4.2 The **Licensee** shall pay the Land License Fee to the **Licensor** in advance on the first day of April every year and into such account, as may be designated by the **Licensor** from time to time.

4.3 If the **Licensee** fails to pay the Land License Fee as aforesaid, the **Licensee** shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the base interest rate prescribed by State Bank of India.

4.4 Upon failure to pay Land License Fee within a period of _____ months, **Licensor** reserves the right to terminate the Land License Agreement. However, the same shall not stop **Licensor** to take action for recovery of their dues.

5. Use of Site -

5.1 During the Term of this Land License Agreement, the **Licensee** shall use the Site only for the purpose af siding.

5.2 The Licensor shall always be at liberty to construct adjoining to the Licensed Site and the Licensee shall not be entitled to raise any objection to ask compensation thereafter on the plea of inconvenience, whatsoever at any point of time.

6. Termination of Land License Agreement -

6.1 This Land License Agreement may be terminated earlier by mutual agreement between the Parties in writing.

6.2 The Land License Agreement shall be co-terminus with the Private Siding agreement. Thus, in the event that the Private Siding Agreement is terminated during the currency thereof, then this Land License Agreement shall be deemed to be terminated without any further notice for termination of Land License Agreement and the **Licensor** shall be at full liberty to deal with the site in such manner as it deems fit in its sole discretion.

6.3 The **Licensor** shall have the right ta terminate this Land License Agreement on occurrence of any one or more default(s) by the Licensee as enlisted hereunder:

(a) failure of the **Licensee** to make payments to the **Licensor** in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the **Licensor**;

(b) transfer or assignment of this Land License Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the **Licensor**;

(c) use of the Site for any purpose other than the purposes stated under Clause 5 of this Land License Agreement and such breach is not remedied within a periad of 60 (sixty) days after a notice from the **Licensor** in this behalf; and

(d) Voluntary abandonment by the **Licensee** of its operations at the Site for a continuous period of 90 (ninety) days or more.

6.4 On expiry of the License Term or early termination of the Land License Agreement, for any reason whatsoever, the site, shall revert back to the **Licensor**.

6.5 Upon terminotion under Clauses 4.4, 6.1, 6.2 and 6.3, the **Licensor** shall have the following additional rights :

(a) The recovery of any unpaid Land License Fee due and payable at the time of termination;

(b) the recovery of any damages, costs, fees and expenses incurred by the **Licensor** as a result of the breach of the Land License Agreement by the **Licensee**; and

(c) Any other right or remedy, legal or equitable, that the **Licensor** is entitled to under applicable laws.

7. Licensee's Obligations and Covenants -

Licensee hereby covenants, agrees and represents that :

(a) the **Licensee**, during the Term of the Land License Agreement, shall pay the Land License Fee in accordance with terms and conditions set out in this Land License Agreement and shall observe and fulfil each of its obligations and covenants setfarth herein;

(b) the **Licensee** shall obtoin, at its own cost and expense, all utilities, such as water, electricity etc. from the appropriate authorities;

(c) it shall obtain and keep current all Applicable Permits that may be required under the applicable laws;

(d) it shall pay all taxes, service tax, cesses, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Land License Agreement;

(e) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Land License Agreement, without prior appravol of the Licensar;

(f) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions.; and

(g) It shall, after expiry or termination of the Land License Agreement forthwith, the Licensee hand over possession of the land to the **Licensor**.

8. Stamp Duty and Registration Charges -

Subject to the exemption or waiver, if any, granted by Government or ony other authority, the Parties agree that all stamp duties, registrotion charges and all other local/statutory charges poyable in respect of the License contemplated herein sholl be to the account of and borne by the Licensee.

9. Indemnities and Limitation of Liability -

The Licensee shall fully indemnify, defend ond hold harmless the **Licensor**, its officers, servonts, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which moy be incurred or suffered by the **Licensor** and which may arise out of or as a result of any of the following couses:

(a) any breoch by the **Licensee** of any of its obligations, covenants, agreements, representations or warranties set forth in this Land License Agreement;

(b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused wilfully or negligently by the **Licensee**; and

(c) any breach, violation or non-compliance by the **Licensee** of any applicable laws and/or Applicable Permits.

10. Assignment -

The **Licensee** shall not, without the **Licensor**'s prior written consent, transfer, assign or grant any form of security over any of its rights or obligations under this Land License Agreement.

11. Dispute Resolution -

11.1 The Porties shall use their respective reasonable endeavours to settle any dispute, difference, cloim, question or controversy between the Parties arising out of, in connection with or in relation to this Land License Agreement ("**Dispute**") amicably between themselves through negotiation.

11.2 Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of the Private Siding Agreement.

12. Governing Law -

This Land License Agreement is governed by and shall be construed in accordance with the laws of India. In cose of any dispute and difference orises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

In Witness Whereof The Parties Have Executed And Delivered This Land License Agreement As Of The Day, Month And Year First Above Written.

Signed, Seoled And Delivered
For And On Behalf Of The President Of India
By : ____ (Sr. Divisional Engineer) ____

(Signature)
(Name)
(Designation)

Signed, Sealed And Delivered
For And On Behalf Of Licensee
By :

(Signature)
(Name)
(Designation)

In the presence of (Witness) :
1. 2.

Description of Site

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2013/CE-I/SP/1 New Delhi, 25th February 2015

Addressed To :
As Per List Enclosed.

Sub : Recovery of **Maintenance Charges** and **Inspection Charges** for private siding.

Ref : Board's letters no. 58/W1/SA/13, dated 21/23.04.1982.

******

1. As per the extant orders, maintenance and repair charges for private siding, wherever these ore maintained by the Railways, are levied on km basis as per the guidelines indicated in letters under reference.

2. These instructions have now become quite old, while recommendatians of 6th Pay Commission have already been effected. The matter has accordingly been considered in depth and the Board have decided that in supersession to all previous instructions on the subject, Maintenance & Repair Charges alongwith Inspection Charges for one track km of the Private Siding shall consist of the following :

(a) Staff Cost :
   i) Average Pay of staff
   ii) Dearness Allowance payable to staff
   iii) Leave Salary @ 11% of (Pay + DA) of staff
   iv) P.F. & Gratuity @ 1/8 of (Pay + 1/11 of Pay) of staff
   v) Incidental Charges 10% of (Pay + 1/11 of Pay) of staff
   vi) House Rent Allowance to be added, ot the rates as applicable

(b) Tools and Plant Cost — Rs. 10,000 per year

(c) Cost of replacement of small fittings etc. — @ 3% per year of cost of new fittings

(d) Departmental charges on (a + b + c) — @12½% of the above cost

3. (a) Staff required for **Maintenance** of 1 trock km of siding per month shall be taken to be as under :

Gauge	Trackman (Now Track Maintainer Gr.IV - II)	Keyman (Now Track Maintainer Gr.I)	Mate (Now Track Maintainer Gr.I)	Trolleyman (Now Track Maintainer Gr.IV - II)	SSE/P.Way
B.G.	1.20	0.20	0.20	0.33 (i.e. 4 Trolleymen for one month in a yeor)	0.083 (i.e. one man for one month in a year)
M.G.	1.00	0.20	0.20		

(b) Staff required for **Inspectian** of 1 track km of siding per month shall be taken to be as under :

(i) SSE/P.Way : 1 / 10 km / 25 days (0.004)

(ii) Trolleymen (Now T.M. Gr.IV - II) : 4 / 10 Km / 25 days (0.016)

4. Where the siding contains points & crossings, ten sets af points & crassings shall be taken as equivalent ta one km. In calculating one set of points & crossings, the following formula shall be followed :

Turnout	: :	One Set
Diamand	: :	One Set
Diamand Crossing With Single Slip	: :	$1\frac{1}{2}$ Set
Diamand Crossing With Double Slips	: :	Two Sets
Cross-Over	: :	Two Sets
Trap	: :	$1/5^{th}$ Set

5. Cost of maintenance of sub-grade works, viz. Bridges, Formatians etc. as also the cost of renewals af rails and sleepers shall be charged in addition, an the basis of actual expenditure, whenever incurred plus standard charges thereon as per Cade/Rules.

6. Statements showing **Specimen Calculations** for 'Maintenance Charges' and 'Inspection Charges' are shawn in Annexures - 'X' & 'Y' respectively for facility af reference.

7. A review of these charges shall be made every 5 years applicable from 1st April and for the interregnum, charges be increased by 10% on the base rate every year. Necessary provision may also be made in the agreements in future and the existing agreements may be suitably madified to provide for the abave. However, no annual escalation @10% sholl be applicable, if ane time maintenance charges for the ten years period have been depasited by the Party with Railway.

8. These are general guidelines and difficulties, if any while implementing, shauld be resolved in consultation with the FA&CAO.

9. This issues with the concurrence of Finonce Directorate of the Ministry of Railways.

10. The receipt of this letter may please be acknowledged.

DA / As above

25/02/15

(आलोक कुमार)
कार्यकारी निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 030-44803 (Rly.); 011-23383379 (MTNL); 09910487302 (CUG Mobile)]
e-mail address : edceg@rb.railnet gov.in

No. 2013/CE-I/SP/1 New Delhi, 25th February 2015

Copy farwarded far infarmation ta :

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Audit General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

For Financial Cammissioner / Railways

Annexure 'X'

Details Of Charges For Maintenance Of Private Sidings Per Km Per Year (B.G)

(As On 01.07.2014)

SL	Description	Track Maintainer Gr.IV to Gr.II (Pay Band 5200 - 20200 + GP 1800, 1900 & 2400, i.e. Av. GP of 2033) (Earlier Trackman)	Track Maintainer Grade I (Pay Band 5200 - 20200 + GP 2800) (Earlier Keyman)	Track Maintainer Grade I (Pay Band 5200 - 20200 + GP 2800) (Earlier Mate)	Track Maintainer Gr.IV to Gr.II (Pay Band 5200 - 20200 + GP 1800, 1900 & 2400, i.e. Av. GP of 2033) (Earlier Trolleyman)	SSE/P.Way (Pay Band 9300 - 34800 + GP 4600)
1.	No. of men required	1.20	0.20	0.20	0.33 (4/12 men)	0.083 (1/12 man)
2.	Average Pay (Rs. per month)	Rs. (12700 + 2033 = 14733) x 1.2 = 17,680	Rs. (12700 + 2800 = 15500) x 0.2 = 3,100	Rs. (12700 + 2800 = 15500) x 0.2 = 3,100	Rs. (12700 + 2033 = 14733) x 0.33 = 4,862	Rs. (22050 + 4600 = 26650) x 0.083 = 2,222
3.	D.A. (@107% on SL-2 as on 01.07.14)	Rs. 18,917	Rs. 3,3,17	Rs. 3,317	Rs. 5,202	Rs. 2,378
4.	**Total (Rs.)**	**Rs. 36,596**	**Rs. 6,417**	**Rs. 6,417**	**Rs. 10,064**	**Rs. 4,600**
5.	Leave Salary @ 11% (of SL-4 above)	Rs. 4,026	Rs. 706	Rs. 706	Rs. 1,107	Rs. 506
6.	P.F. & Gratuity @ 1/8 of (Pay + 1/11 of Pay)	Rs. 2,411 (1/8 of Rs. 19287)	Rs. 423 (1/8 of 3382)	Rs. 423 (1/8 of 3382)	Rs. 663 (1/8 of 5304)	Rs. 303 (1/8 of 2424)
7.	Incidental Charges 10% (Pay + 1/11 of pay)	Rs. 1,929	Rs. 338	Rs. 338	Rs. 530	Rs. 242
8.	**Total (Rs. Per month)**	Rs. 44,960	Rs. 7,884	Rs. 7,884	Rs. 12,365	Rs. 5,651
9.	**Annual (Rs.)**	Rs. 5,39,525	Rs. 94,605	Rs. 94,605	Rs. 1,48,378	Rs. 67,811
	Annual Total					**Rs. 9,44,924**
10.	Tools & Plants (Lumpsum)					Rs. 10,000
11.	Cost of replacement of small fittings like ERCs, rubber pads, liners, keys, cotters, spikes, fish bolts, fish plates etc. @ 3% of the cost af fittings (For PSC / CST-9 sleepers with M+4 density & present cost of fittings = Rs. 5,00,000 approx.)					Rs. 15,000
12.	**Total**					**Rs. 9,69,924**
13.	Departmental Charges @ 12½%					**Rs. 1,21,241**
14.	**Total Annual Maintenance Charges Per Kilometre**					**Rs. 10,91,165** Say **Rs. 10,92,000**

Annexure 'Y'

Details Of Inspection Charges For Private Sidings By Railways Per Km Per Year

(As On 01.07.2014)

Considering inspection of 10 kms length of track by SSE/P.Way on push trolley in one day at a frequency of once a month,

Total requirement per Km per month : (i) SSE/P.Way : 1 / 10 km / 25 days (0.004)

(ii) Trolleymen : 4 / 10 Km / 25 days (0.016)

SL	Description	Track Maintainer Gr.IV to Gr.II (Pay Band 5200 - 20200 + GP 1800, 1900 & 2400, i.e. Av. GP of 2033) (Earlier Trolleyman)	SSE/P.Way (Pay Band 9300 - 34800 + GP 4600)
1.	No. of men required	0.016	0.004
2.	Average Pay (Rs. per month)	Rs. (12700 + 2033 = 14733) × 0.016 = Rs. 236	Rs. (22050 + 4600 = 26650) × 0.004 = Rs. 107
3.	D.A. (@107% on SL-2 as on 01.07.14)	Rs. 253	Rs. 125
4.	**Total (Rs.)**	**Rs. 489**	**Rs. 242**
5.	Leave salary @ 11% (of SL-4 above)	Rs. 54	Rs. 27
6.	P.F. & Gratuity @ 1/8 of (Pay + 1/11 of Pay)	Rs. 32 (1/8 of Rs. 257)	Rs. 16 (1/8 of Rs. 128)
7.	Incidental Charges 10% (Pay + 1/11 of pay)	Rs. 26	Rs. 13
8.	**Total (Rs. Per month)**	Rs. 600	Rs. 298
9.	**Annual (Rs.)**	Rs. 7,202	Rs. 3,571
	Annual Total		**Rs. 10,773**
10.	Trolley Tools & Plants etc. (Lumpsum)		Rs. 1,000
12.	**Total**		**Rs. 11,773**
13.	Departmental Charges @ 12½%		**Rs. 1,472**
14	**Total Annual Inspection Charges Per Kilometre**		**Rs. 13,245** **Say Rs. 13,500**

Notes : House Rent Allowance, at the rate as applicable, shall also be added.

Sample Calculation Sheet For Departmental Charges : Private Siding Project

{Ref : Table 1. In Para 5.1 of FM Circular 11 of 2016}

- Considering Cost Of Project As Under :-

✓ Abstract Cost of Private Siding project, as submitted by Party : **Rs. 100 crore**

✓ Detailed Estimated Cost of project : **Rs. 150 crore**

(Civil Engg. Rs. 120 cr + S&T Rs 20 cr + OHE Rs. 10 cr)

✓ Final Completion Cost of project : **Rs. 200 crore**

(Civil Engg. Rs. 150 cr + S&T Rs. 30 cr + OHE Rs. 20 cr)

Table 1. Departmental Charges and Stages of Payment

SL	Executing Agency For Project	Departmental Charges *(Inclusive Of Cost Of Tools & Plants And Establishment Supervision)* {w.r.t. Tatal Completion Cost of project}	Stages Of Payment: Approval Of Undertaking Of Survey {w.r.t. AbstractCost of project}	Conveying Approval To Survey/Plans And Estimates *(Inclusive of amaunt deposited with Railways mentioned in Col. 4)* {w.r.t. Detailed Estimated Cost of project}	Before Commence-ment Of Execution Of Work {w.r.t. Detailed Estimated Cost af project}	Applying For Final Approval Of Completed Works *(Balance Cast by adjusting cast already deposited w.r.t. detailed estimated cast af project)* {w.r.t. Total Completion Cost af project}
1	*2*	*3*	*4*	*5*	*6*	*7*
1.	Railways	12½% (Rs. 25 cr)	1% (Rs. 1 cr)	2%(Rs. 3 cr) (since Rs. 1 cr already taken, now, balance Rs. 2 cr ta be taken)	8½% (Rs. 12.75 cr)	(Col.3 - Cal.5 - Col.6) Rs. 9.25 cr
2.	Party	6¼% (Rs. 12.5 cr)	1% (Rs. 1 cr)	2%(Rs. 3 cr) (since Rs. 1 cr already taken, now, balance Rs. 2 cr to be taken)	2¼% (Rs. 3.375 cr)	(Col.3 - Col.5 - Cal.6) Rs. 6.125 cr
3.	Approved Consultant	4% (Rs. 6 cr) (For All Works Except OHE And S&T Works) 6¼% (Rs. 3.125 cr) (For OHE And S&T Works)	1% (Rs. 1 cr)	2% (Rs. 3 cr) (since Rs. 1 cr already taken, naw, balance Rs. 2 cr ta be taken)	Nil 2¼% (Rs. 0.675 cr)	(Col.3 - Col.5 - Cal.6) Rs. 3 cr (Col.3 - Col.5 - Col.6) Rs. 2.45 cr