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

No. 2002/CE-I/SP/1 Pt. **New Delhi, Dated 25th February, 2014**

The General Managers,

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

Sub : Revised Standard Memo of Terms and Conditions to be executed between Ministry of Railways and the Ministry of Defence regarding Defence Siding.

Ref : Railway Board's letter no. 71/W1/WMT/8, dated 27.06.1985.

The standard Memo of Terms & Conditions to be executed between Ministry of Railways and Ministry of Defence regarding Defence Siding was issued vide Board's letter under reference.

The matter has been reviewed by Board in consultation with the Ministry of Defence and accordingly, in supersession to the above mentioned letter, revised guidelines with modifications have been approved by Board, as enclosed in the form of Standard Memo of Terms & Conditions regarding Defence Siding for implementation on Indian Railway system.

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

Enclosure / As Above

25-02-14
(आलोक कुमार)
कार्यकारी निदेशक / सिविल इंजी.(जी) / रेलवे बोर्ड

No. 2002/CE-I/SP/1 Pt. **New Delhi, Dated 25th February, 2014**

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.

For **Financial Commissioner/Railways**
28/2/14

No. 2002/CE-I/SP/1 Pt. **New Delhi, Dated 25th February, 2014**

Copy forwarded for information and necessary action to :

1. Director General (OL&SM), IHQ, Ministry of Defence, New Delhi
2. The Principal Chief Engineers, All Indian Railways
3. The Chief Operations Managers, All Indian Railways
4. The Chief Commercial Managers, All Indian Railways
5. The FA&CAOs, All Indian Railways
6. The Chief Administrative Officers (Construction), All Indian Railways
7. The Chief General Engineers, All Indian Railways
8. The Chief Traffic Planning Managers, All Indian Railways
9. The Chief Commercial Managers (FM), All Indian Railways
10. The Managing Director / Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhawan, Plot no. 6, Sector-11, CBD Belapur, Navi Mumbai - 400014.

25.02.14

(आलोक कुमार)
कार्यकारी निदेशक / सिविल इंजी.(जी) / रेलवे बोर्ड

No. 2002/CE-I/SP/1 Pt. **New Delhi, Dated 25th February, 2014**

Copy forwarded for information in Railway Board :

1. PSO/Sr. PPS to CRB, ME, MT, FC, ML and MM for kind information of CRB, ME, MT, FC, ML and MM, Railway Board please.
2. AM(CE), AM(Works), AM(Traffic), AM(C), AM(Budget), AM(Finance), AM(Elect.), AM(ME), Adv./F(X), Adv.(Vig.), Adv.(FM), EDCE(G), ED/L&A-I, ED/Coaching, ED/TT(S), EDTC(C), EDF(C), EDV(T), EDME(Chg.), EDME(Frt.), ED/RE(P), Railway Board.
3. Legal Advisor/ Railway Board.
4. CE-I and F(X)-II Branches / Railway Board.

25.02.14

(आलोक कुमार)
कार्यकारी निदेशक / सिविल इंजी.(जी) / रेलवे बोर्ड

DEFENCE SIDINGS

STANDARD MEMO OF TERMS AND CONDITIONS

Memo of terms and conditions entered into this _____ Day of _____ (month) of 20___ between Ministry of Railways (Railway Board) acting through the Chief Commercial Manager, _____ Railway (hereinafter referred to, as "Railway Administration") and the 'Ministry of Defence, acting through the _____ (hereinafter referred to as "Defence Department"), for the working of siding taking off from _____ station of the _____ Railway, as shown in Plan No. _____ hereto enclosed.

1. The incidence of the cost of construction of the siding, as between the Railway Administration and the Defence Department, shall be in accordance with the following General Principles :

(a) The Railway Administration will bear -

(i) The cost of all recoverable materials, such as permanent way, girders, signals & other movable things which are unlikely to be required for Defence services, used in the construction of troops sidings & platforms etc. And

(ii) The cost of land acquired for troops sidings & platforms etc., if the Railway Administration chooses to acquire it for its own purpose.

(b) The Defence Department will bear the following costs for which Railway Administration will advise detailed break-up of costs to Defence Department -

(i) The cost of construction of troops sidings & platforms etc. including the signalling arrangements required in the event of siding or platform taking off from the main line beyond the limits of a station yard, except cost of recoverable material defined in Clause (a)(i) above.

(ii) The cost of land acquired for troops sidings & platforms etc., if the Railway Administration does not choose to acquire it for its purpose.

(iii) The cost of taking up and returning to stores the materials defined in Clause (a)(i) above in the event of the siding being abandoned.

2.(a) The ordinary maintenance of the siding and all works connected therewith including level crossing(s) both within and outside the Railway premises will be carried out by Railway Administration at the expense of Defence Department, broadly covering the following items :

(i) Maintenance of tracks in accordance with standards laid down in the Indian Railways Permanent Way Manual (latest edition) and/or other relevant instructions/circulars issued out by the Railway Board from time to time.

(ii) Clearance of grass/sand/other debris and obstructions from all tracks in the defence siding.

(iii) Total repairs of roads leading to ramp and maintaining them in such a way that there are no pot-holes on the road and the road surface is kept smooth with coal-tar coat.

(iv) Loading/unloading ramps are plastered and repaired by masonry work in manner, so as to take loads for which they are designed without degradation.

(v) Holding hooks and the buffers at ramps are fitted and are in working condition at all times.

(vi) Overhead cover on platforms (sheds) where available are maintained and missing/damaged sheets (tin/aluminium/fibreglass) are repaired/replaced.

(vii) Repair and maintenance of all electrical fittings in the siding including those fitted on platforms yards and sheds.

(viii) Repairs and maintenance of battery charging facilities where available, including ensuring a steady supply of electricity to the charging outlets.

(ix) Repair and maintenance of watering facilities where available, including ensuring a steady supply of water to the water outlets.

(x) Maintenance and repairs of level crossing(s) on the siding, both within and outside the Railway premises.

(xi) The Railway Administration shall maintain the siding in proper standard at the cost of Defence Department. Grant of obligatory permission to the personnel involved in maintenance will be done by the Defence Department.

(xii) Any other defects not mentioned above.

(b) In case, adequate manpower is not available with Railways for maintenance activities, the maintenance of sidings & assets may be outsourced to any competent agency, if considered necessary by Railways. This cost of outsourcing, as per actuals alongwith specified overhead charges as per 'Indian Railways Code for the Engineering Department - 2012' shall be at the cost of Defence Department.

(c) The standard and adequacy of maintenance shall be verified through joint inspections by a team consisting of representatives of the Defence Department and the Railway Administration in the months of June and December every year. The Defence department shall notify the Railway Administration in writing sufficiently in advance of the proposed date of joint inspection, for which Railway Administration shall earmark its representative(s) to form part of the Joint Inspection Team. The Railway Administration shall ensure rectification of all shortcomings noticed during the joint inspection.

(d) The Railway Administration, its employees, agents and workmen shall, during the continuance of this Memo of Terms have access to enter upon the Defence Department premises for the purpose of inspecting, repairing and maintaining the siding and the work in connection thereto, on production of an authorisation in the form of a Railway/Defence Identity Card. The whole process of involvement of Railway Staff including their agents shall be so regulated that only concerned person has access to the Defence Premises.

Though their access will be controlled by the Defence Authorities, the latter shall ensure that no restrictions are imposed as a result of which maintenance/ working of the siding suffers.

The overall responsibility and accountability from the view point of safety and other technical aspects shall continue to be of the Railways.

(e) The Defence Department shall be responsible for seeing that Road Crossing over the siding is adequately manned by Gateman, wherever required by the Railway Administration and that road traffic is properly safeguarded against accidents and is not unduly obstructed. These Gatemen shall be appointed and paid by the Railway Administration at the cost of Defence Department on monthly basis for which bill will be raised by the authorized representative of the _____ Railway to the Defence Department.

3. If a Goods Clerk be required for the siding, he shall be the servant of the Railway Administration, but his salary and allowances together with contribution to provident fund, pensionary charges and incidental charges, such as cost of uniform etc. shall be borne by the Defence Department. The bill will be required to be submitted by the Financial Adviser & Chief Accounts Officer of the _____ Railway. The Defence Department shall provide the Goods Clerk with suitable office accommodation and afford his facilities to carry out his duties of weighing, loading, unloading, checking, booking etc. efficiently.

4. The Railway Administration may at any time, construct or permit the construction or, any branch or extension of the siding and work traffic over the siding to and from such branch for its own or some other party's use with the prior agreement of the Defence Authorities after mutual settlement of suitable charges to be paid to the Defence authorities for this purpose. The working of such branch or extension and the use of siding by person other than Defence Department shall be so conducted as to interfere as little as possible with the free use of the siding by the Defence Department, whose traffic shall have precedence.

5.(a) In the event of it being necessary, subsequent to the original construction of the siding, to make any alteration or additions thereto, the connection and additions shall be made subject to the conditions governing the original construction or modified as may be mutually agreed to at the time that such alterations or additions are agreed upon.

(b) No alterations or additions shall be made by the Defence Department to the siding or to any of the works provided in connection therewith, under this memo of terms without prior sanction and approval of the Railway Administration.

(c) Without the sanction of the Railway Administration, no temporary or permanent structure shall be erected by the Defence Department in such proximity to the siding as to affect, in any way, the working of trains over the siding. All structures, thus sanctioned shall be made or erected by the Defence Department in all respects in compliance with the Railway Administration's regulations in force for the time being.

6.(a) The Defence Department shall pay to the Railway Administration through the FA&CAO _____ Railway / Sr.DFM _____ Division, the interest charges at the prevalent rate of dividend payable by the Railway to the Central Revenues on the actual outlay incurred by the Railway Administration for the purpose mentioned in Clause 1.(a) (i), (ii) & 5(a) above from the date when the construction of the siding is taken in hand till the date on which the siding is open for traffic and thereafter, pay the following interest and maintenance charges yearly in advance for the siding :

(i) Interest : At the prevalent rate of dividend payable by the Railway to the General Revenues on actual outlay incurred by the Railway Administration in the construction of the siding for the purpose mentioned in Clause 1.(a) (i), (ii) and 5.(a) above to cover the interest charges from the date, the siding is opened for traffic. At the following rates, which are presently in force; this interest amount would be Rs. _____ per annum.

On pre 1964 Capital -

01.4.1963 to 31.3.1966	@4.5%
01.4.1966 onwards	@5.5%

On Post 1964 Capital -

01.4.1964 to 31.3.1966	@5.75%
01.4.1966 onwards	@6%

On the entire Capital -

1993-1994 to 2003-2004	@7%
2004-2005	@6.5%
2005-2006	@6.5%
2006-2007	@6.5%
2007-2008	@7%
2008-2009	@7%
2009-2010	@6%
2010-2011	@6%
2011-2012	@5%
2012-2013	@4%

(ii) Maintenance : At the rate of 4.5% per annum on Railway's share of the cost as per book value of the siding or its present day cost, whichever is higher, (which is presently Rs. _____ per annum) and at the rate of 4.5% per annum for the Defence Department's share of cost as per book value of the siding (which is Rs. _____ per annum).

Note (1) : Railway in consultation with the Defence Authorities shall revalue the cost of Railway's portion of the Defence Siding after every five years for the purpose of working out the present day cost for determining the repairs and maintenance charges, recoverable from the Defence Department.

Note (2) : For the old Defence Siding already in existence, the updating of the cost for this purpose shall be given effect to from 01/4/1978 onwards only.

Note (3) : For the old existing Defence Siding, annual repair and maintenance charges @ 4.5% of the cost borne by Defence Department shall be effective from 01/4/75. Prior to this date, the rate applicable was 2.5%.

7. The Defence Department shall be responsible for payment of all types of taxes, as leviable as per extant Tax Laws including Service Tax, if any and assessments levied by any local authority, Municipal or Dist. Board etc. on any building or structure (permanent or temporary) which may be permitted to be built or erected on land within the siding limits.

8. The renewal of the siding or additions & alternations made thereto due to whatever cause it may be, shall be carried out by the Railway Administrations and the incidence of cost thereof, shall follow that of the original capital cost of the siding.

9.(a) In the event of Defence Department wishing to abandon the siding, this Memo of Terms shall be determined by the Defence Department by giving the other party 90 days notice and after the expiry of such notice, the Railway Administration will be at liberty to remove from the siding the permanent way, girder work, machinery and materials of all kinds provided by the Railway Administration and cost of such removals shall be paid by the Defence Department to the Railway Administration for which the Railway Administration shall advise detailed break-up of costs to Defence Department. Decision of the Railway Administration about cost of removals shall be final and binding on the partners.

(b) In the event of such determination of this Memo of Terms, the Railway Administration shall be at liberty to use the land acquired for the siding vide Clause 1.(a) (ii) for such purposes as it shall think fit, provided it has originally borne the cost of land acquired for troops sidings, platforms etc.

(c) Any material works laid out in the siding at the expense of Defence Department shall not be appropriated by Railway Administration for use without reference to the Defence Department in regard to compensation to be paid to the Defence Department for the value of the material at the time of laying less depreciation and less the cost of dismantling and removal of material from the site to store.

10. In the event of the breach of any terms of this Memo, committed by the Defence Department, Railway Administration will have the right to terminate this Memo of terms after service of three months notice, provided, cancellation will take effect, only if no dispute is referred under Clause 26.

11. This siding, referred to as _____ siding is open for receipt and dispatch of Military Coaching and Goods Traffic of all classifications in wagon/ vehicle loads and smalls.

12. Freight for all classes of goods shall be charged upon and from _____ station, called hereinafter as the serving station; Railway receipt and invoices shall be issued to and from the said station only and in accordance with the rates from time to time published in Military Tariff or Circulars or other notifications. Railway receipts and invoices may be issued to and from the siding direct, where so agreed to and notified by the Railway Administration.

13. In addition to the freight charges, referred to in Clause 12; the Defence Department shall pay on all traffic sent to and from the siding, siding charges at the rate notified and in accordance with the rules laid down in the Indian Railway Conference Association Military Tariff and the Railway's circulars issued from time to time.

The siding charges shall be levied on the wagons / vehicles, hauled over the siding in each direction from serving station to the siding.

14. These siding charges shall be payable only when wagons/vehicles are placed in and/or removed from the siding by the Railway Administration using its own

locomotive and/or labour. In such cases, wagons/vehicles shall be deemed to have been placed at the siding and made over to the representative of the Defence Department, when they are placed at the siding itself. Wagons /vehicles will be considered as having been returned to the Railway Administration as soon as the Defence Department after completing the loading and/or unloading of the wagons at the siding advises the Station Master of the serving station or the Goods Clerk, if provided at the siding of their having done so, in writing.

15. In the event of the Defence Department being permitted under a written authority to use their own locomotive and/or labour, no siding charges shall be payable for wagons hauled to and from the siding and Railway Administration shall not be responsible for any delay, loss or damage caused in consequence of the failure of the Defence Department to arrange for such shunting. Their engine should not run beyond point "X" towards the yard marked in the plan. In such cases, the wagons shall be deemed to have been placed in the siding and made over to the Defence Department when they are placed beyond the point marked "X" in the plan herein before referred to. Wagons will be considered as having been returned to the Railway Administration as soon as the loading and/or unloading of the wagons has been completed and these are placed short of point 'X' referred to above under advice to the Station Master, of the serving station, or the Goods clerk, if provided, in writing.

16.(a) Wagons which cannot be placed in the siding on account of space not being available owing to wagons already placed in the siding of the Defence Department, being detained beyond the free time, such wagons shall be subject to payment of detention/idling charges at the rates decided upon by the Railway Administration.

(b) Wagons will be made over to the Defence Department and returned by the Defence Department in the form of Certificate, shown as Annexure 'A'.

(c) As soon as wagons are placed in the siding and made over to the Defence Department, Station Master of the Serving Station shall fill in Columns 1, 2/3 & 4/5 of both foils of Annexure 'A' and obtain signature of the representative of the Defence Department in Column 6 of Station Record Foil, making over the same to Defence Department.

(d) When this has been done, the free time permissible will commence.

(e) When wagons are returned to the Railway Administration, representative of the Department will present Siding Holder's Foil with Columns 7/8/9/10 duly filed in. The Station Master will then initial in Column 10 of the said foil and fill in Columns 7/8/9/10, 11, 12 & 13 of Station Record Foil and Columns 11, 12 & 13 of Siding Holder's Foil alongwith recovering the demurrage due.

17. The free time referred to above will be calculated in accordance with the Rules in force from time to time, as published in the Military Tariff of the Railway Administration or such other free time agreed to and notified by the Railway Administration and wagons detained over and above such free time shall be subject to payment of demurrage charges laid down in such Tariff.

18. The Defence Department may provide at its own cost a wagon weigh-bridge within their premises, if necessary; provided it is made by the approved

manufacturer to the satisfaction of the Railway Administration and the Railway Weigh Bridge Inspector has access to it at all times to check its accuracy. Supervision and the maintenance of weigh-bridge shall be responsibility of the Defence Department to the satisfaction of the Railway Administration. A card will be kept by the Defence Department testifying to its accuracy and giving date of test as in the case of all Railway weigh-bridges.

If a weigh-bridge is constructed, the weighment will be done by the Goods Clerk from the Railway and his cost will be borne by the Defence Department on presentation of a bill to Defence Department by the authorized representative of the Railway concerned on monthly basis.

19. The Defence Department shall be responsible for seeing that the General Rules and Regulations of the Railway are strictly adhered to by their employees. The employees shall be acquainted with such Rules and Regulations

20. The Railway Administration will not be responsible for the contents of wagons booked either at owner's risk or railway-risk, when placed on the siding.

21. The procedure for booking of outward traffic and delivery of inward traffic shall be in accordance with the rules in force in the Military Tariff of the Railway Administration, subject to such modification as may be considered necessary by the Railway Administration in consultation with the local military authorities.

22. The Defence Department shall be responsible for and shall keep the Railway Administration indemnified against all loss, damages and injury of every description which may occur in working the traffic to, from or over the siding or otherwise unless such loss, damage or injury shall be directly the result of the neglect or misconduct of the servants of the Railway Administration.

23. The Defence Department shall not assign or sublet the siding without the written permission of the Chief Commercial Manager of the _____ Railway and in the event of the latter according permission, the Defence Department remains responsible to the Railway administration and their assignees of sub-lessees shall also become responsible for all charges and obligations under this Memo.

24. No traffic in commodities other than such as can responsibly be regarded as necessary for the working of the Defence Department shall, normally be taken or sent by Defence Department over the siding. If traffic in commodities which are considered not reasonably necessary for the working of the Defence Department, are to be dealt with in the siding, the Station Master of the serving station may permit the same on production of a certificate by the local Defence Authority to the effect that these commodities are necessary for the working of the Defence Department. No consideration or recommendation, of any nature, except such as may be contained in a written permission of the Chief Commercial Manager or an officer authorized by him, shall be received or taken by the Defence Department in respect of traffic over the sidings.

25. In the case of the siding not being in use, whether temporarily or permanently; but which the Defence Department desire, should not be dismantled and charges on account of interest and maintenance in Terms of Clause 6 above shall continue to be paid by the Defence Department.

26. Any dispute or point at issue arising in connection with and/or out of this Memorandum of terms and conditions between the Railway Administration and the Defence Department shall be settled by mutual discussion. If discussion even at the level of Ministers concerned does not result in agreement, the dispute shall be taken to the Cabinet for a final decision. In no case, the dispute or the point at issue between the Railway Administration and the Defence Department shall be referred to arbitration.

27. Subject as otherwise provided in this Memo of Terms, all the notices to be given on behalf of the Ministry of Railways be given or taken on its behalf by the Chief Commercial Manager of the Railway or any officer for the time being entrusted with the functions, duties and powers of the Chief Commercial Manager of the Railway.

Any notice to be served on the Ministry of Defence shall be deemed to be sufficiently served, if delivered at or sent by registered post addressed to the _____.

Any notice to be served on behalf of the Ministry of Defence on the Ministry of Railways shall be deemed to be sufficiently served, if left at the office of or sent by registered post addressed to the Chief Commercial Manager of the Railway.

28. During the conversion of MG Railway line into BG, the defence siding/loop lines shall also be converted to BG by the Railway administration on its own cost.

29. The terms and condition contained herein may be amplified, altered or modified only by the mutual agreement of the Ministry of Defence and the Ministry of Railways.

<u>Enclosures</u> : (i) Plan No. _____
(ii) Annexure 'A' in 2 Parts

Signed on the _____
(Date)

For and on behalf of
The Ministry of Defence,
Government of India

_____

For and on behalf of
Ministry of Railways (Railway Board),
Government of India

Chief Commercial Manager / _____ Railway

ANNEXURE – 'A'

PART-I (STATION RECORD FOIL)

Wagon No.	Arrived		Placed At The Siding (Clause 17)		Signature of Applicants	Returned				Time Allowed Free	Demurrage Due For Hours	Amount (Rs.)
						Loaded		Empty				
	Date	Time	Date	Time		Date	Time	Date	Time			
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*

STATION MASTER **PROPRIETOR**

ANNEXURE – 'A'

PART-II (SIDING HOLDER'S FOIL)

Wagon No.	Arrived		Placed At The Siding (Clause 16)		Returned				Initials Of Station Master	Time Allowed Free	Demurrage Due For Hours	Amount (Rs.)
					Loaded		Empty					
	Date	Time	Date	Time	Date	Time	Date	Time				
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*

STATION MASTER **PROPRIETOR**