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

No.TC-I/2018/104/2 Pt.C New Delhi, dt. 24.01.2020

General Manager
All Zonal Railways

Sub: Guidelines regarding Freight Advance Scheme
Ref: Rates Circular No.5 of 2019, its corrigendum dt.29.03.2019 & addendum dt.04.12.2019

In supersession of above mentioned circular and its corrigendum/addendum, the revised guidelines regarding Freight Advance Scheme are given below-

1. **Introduction/Brief description of scheme :**
The Scheme provides a facility to major freight customers to avail tariff certainty against payment of advance freight to Indian Railways. Customers who agree to pay a freight advance in the last quarter of a financial year to cover their estimated freight upto the end of next financial year will have the benefit of fixed base freight rate and class of the commodity upto the end of the next financial year; subject to terms and conditions of the scheme, as below.

2. **Eligibility:**

2.1 The customer should have given minimum annual freight revenue of ₹ 500 crore in previous calendar year.

2.2 The customer should be E-payment customer under the extant policy for all freight payments.

2.3 Railway Receipts issued in favour of customer or applicant as one paying the freight shall be considered for determining eligibility for offering tariff certainty and for payment from advance amount.

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3. Validity:

Customers can approach the Railways from 1st January to 31st March of a calendar year to offer freight advance upto 31st March of the following financial year. The agreements under Freight Advance scheme will normally be valid and effective from 1st April to 31st March of Financial Year only. However, on customer's request, agreements may commence anywhere between January to March of a calendar year and be valid till 31st March of subsequent calendar year; i.e. agreements may be valid for a period of maximum fifteen months. After expiry or termination of agreement as per para 4.6 of this policy, customers may apply for fresh agreement, and the base fare and class of commodities as prevalent on date of commencement of new agreement shall be applicable.

4. Terms and Conditions:

4.1 Amount and installments of Freight Advance-

4.1.1 The customer shall agree to pay Railways a minimum of ₹ 500,00,00,000/- (Rupees five-hundred crore only) as Freight Advance (inclusive of GST and other taxes applicable).

4.1.2 The freight advance committed can be either in one or maximum two installments; each of minimum forty percent of total advance committed. Eligible customers may opt to offer advance freight amount less than their total estimated freight for the full agreement period (subject to minimum of ₹ 500 cr), however fixed base rate and class of commodities will be applicable only till exhaustion of freight advance given or termination of agreement as per para 4.6 of this policy, whichever is earlier.

4.1.3 The agreements shall remain valid till exhaustion of freight advance amount or till 31st March of the same financial year or till termination of agreement, whichever is earlier. That is, the base freight rate and class of the commodity for the customer shall remain fixed, as prevalent at time of commencement of agreement, up to 31st March of same financial year or till exhaustion of freight advance amount or till termination of agreement, whichever is earlier. However, in case of customers whose agreements commence during last quarter of a financial year i.e. before 1st April, "31st March" would mean 31st March of subsequent Financial Year.

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4.1.4 The customer shall pay the first installment of Freight Advance to Nodal Railway before the date of commencement of the agreement. The agreement shall be effected or operationalised in Terminal Management System (TMS) of the Freight Operations Information System (FOIS) upon specific advice from Principal Finance Advisor (PFA) of the Nodal Railway regarding confirmation of receipt of Freight Advance.

4.1.5 The second installment of the advance shall have to be paid before the exhaustion of the first installment of the advance or by 30th September of the same financial year, whichever is earlier. In case sufficient leftover balance is available from first instalment, the General Manager may extend submission of second instalment till 15th November of the same year, subject to availability of advance amount till then. For avoidance of doubt it is clarified that in event of exhaustion of freight advance before payment of second instalment, the agreement shall cease to exist and the agreement including fixed base freight and class of commodities will not be applicable.

Note 1: Zonal Railways shall advise an assessment of freight amount required to last for the entire duration of the agreement to such customers offering freight advance before 1st April; say on 10th of January or 10th of February or 10th of March. This shall only be advisory and shall have no bearing on para 4.1.1.

Note 2: Customers opting for freight advance in the month of January, February or March can have agreement for more than 12 months and benefit as per terms and conditions of the scheme for a period of 15 months, 14 months or 13 months respectively or till the exhaustion of freight advance or till termination of agreement, whichever is earlier.

4.2 Priority in allocation, Base freight rate and commodity class applicability:

4.2.1 Under this scheme, only the base freight rate and class of the commodity for the customer (one paying the freight) shall remain fixed at the level prevalent on the date of commencement of agreement till such time that advance mode of payment is in operation or till date of validity of agreement, whichever is earlier. Thereafter, freight rates and class of commodities as applicable on the date on which the validity of the agreement ends shall be charged. Other charges like Busy Season charge, Development Surcharge, any discounts or concessions shall continue to apply as per concerned specific policies/circulars.

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Note 3: In no case shall the benefit of the scheme extend to the financial year following the year for which the agreement has been made, even if some balance of the advance remains with the Railways at the end of the relevant financial year i.e. if the agreement is for the year 2019-20 then the scheme including fixed freight base rate and class of commodities will not be valid beyond 31st March, 2020. For the next year, a fresh agreement may be entered into.

4.2.2 In case the customer/applicant is under an existing Long Term Tariff Contract, the applicability of revised freight rates and class shall be as per terms and conditions of Long Term Tariff Contract policy.

4.2.3 Railways shall accord priority in allocation of rakes within same class to freight customers who have signed agreement under Freight Advance Scheme as per the instructions issued under Preferential Tariff Order (PTO) by Traffic Transportation directorate of Railway Board from time to time.

Note 4: Please see Preferential Tariff Order GO No.93-Amendement No.1-reg. dated 06.12.2019 issued by Traffic Transportation directorate.

4.3 Procedure for application and approval:

4.3.1 The customer shall apply to Principal Chief Commercial Manager (PCCM) of the Zonal Railway of its choice. Container Train Operators (CTOs) shall apply to Principal Chief Commercial Manager/Northern Railway, since Northern Railway is the nodal Railway for CTOs. The application must include all details and relevant documents.

4.3.2 The customer shall provide a list of customer codes, the commodities proposed to be carried under the agreement, GSTINs and originating-destination (O-D) points, estimated number of indents to be placed under this scheme (in consultation with Zonal Railway), as applicable. It may be noted that all customers/customer codes must be under a single legal entity. Customer may add O-D points and commodities during tenure of agreement with a prior notice of thirty days to Principal Chief Commercial Manager provided the traffic being added is its own traffic, for which the customer will give necessary undertaking to the Zonal Railway. Notwithstanding any provision in this policy, for commodities added later than date of signing of the agreement, the base freight rate and class in force on date of acceptance of such application for addition of new commodities, shall

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apply. The customer shall also provide a matrix of State-wise and Zone-wise O-D points for the purpose of GST accountal. For container train operators, the requirement of providing list of commodities and list of O-D pairs (Station to Station or point to point) is not mandatory. Based upon the GSTINs of O-D points, advance receipt vouchers(ARVs) shall be issued by the concerned railways and the data thereof shall be entered in the GST manual utility, to enable GST compliance. Zonal Railway shall review the number of indents towards approaching the exhaustion of same, and may update the same by a quantity commensurate with amount of Freight balance left. While doing so, Zonal Railways will exclude the two days average freight in compliance with para 4.5.4 of this policy.

4.3.3 The applications shall be processed for General Manager's approval by PCCM and Principal Chief Operations Manager (PCOM) with due concurrence of Principal Financial Adviser (PFA). The applications should be finalized within a month.

4.3.4 After approval from General Manager, the Railway shall enter into the agreement with the customer. The agreement shall be signed by PCCM and PFA of the relevant Zonal Railway. A model agreement is annexed for the guidance of Zonal Railways. The same may be modified as per specific and typical requirements of Zonal Railway.

4.3.5 The agreement including the fixed freight base rate and class of commodities shall commence from the date and time that freight advance amount is received by the Zonal railway. On receipt of advance, CCM(FM) and FA&CAO/Traffic or HoD looking after Traffic Accounts will ensure immediate switch to mode of payment through TMS advance account. Railway must invariably ensure that date of signing of agreement is within 72 hours of receipt of advance amount. The commencement of agreement shall coincide with date and time of receipt of freight advance by Railway.

4.3.6 Tripartite Agreement (TPA) for e-freight payment should continue to operate for next 72 hours from commencement of freight advance agreement only for clearance of pending Railway Receipts. In case, there are outstanding RRs after the said 72 hours, the same may be cleared by manual mode of payment.

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4.4 Limitations on use of Freight Advance amount:

4.4.1 The advance amount shall be used only for payment of charges accrued against Railway Receipts.

4.4.2 Customers shall have no interest claim, under any circumstance, on Freight Advance amount paid under this scheme to Railway.

4.5 Modalities of Freight Advance:

4.5.1 Till adequate amount is available from freight advance for adjustment, no amount will be debited under existing Tripartite Agreement (TPA) for e-freight payment; and the TPAs for e-payment will be kept in abeyance till the freight advance mode of payment is in operation.

4.5.2 Indents shall be registered (including online indents) under this scheme and thus avail priority in allocation as per terms & conditions, subject to number of indents as decided/updated by Zonal Railways as the ceiling limit. The indents registered earlier than commencement of agreement shall not be treated as part of this policy.

4.5.3 To ensure a smooth transition back to e-freight arrangement under the TPA, the customer shall reactivate the TPA for e-freight payment with all the relevant terms and conditions applicable on receipt of notice from Indian Railways. Railways will issue this notice once the balance of the total freight advance under the agreement is likely to fall below one month's equivalent freight on customer's account

4.5.4 The freight amount in the RRs shall continue to be debited to freight advance account of the customer under this scheme till the time the balance in the account is more than the sum of two days of peak freight realized up to then in the period of the agreement.

4.5.5 CRIS shall send the position of balance advance freight and railway-wise utilization thereof every month, by 2nd of the following month, to the nodal railway and Western Railway (as nodal railway for apportionment of earnings). When the balance Advance Freight reaches an amount equal to one month's average Freight Charges, the nodal Railway shall issue a notice to the customer

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and to other concerned Zonal Railways to reactivate the e-payment agreement. FOIS shall track and flag when the remaining balance of Freight advance falls below the sum of peak two days freight equivalent realized up to then in the period of the agreement. The generation of RR from Freight Advance shall stop at this point and system shall revert to realization of freight payment through e-payment system.

4.5.6 In case of termination of agreement in event of non-payment of second installment by the customer, the payment of freight shall continue from the balance freight advance amount. The freight base rate and class of commodities as prevailing on date shall apply. Tripartite e-payment agreements shall subsequently be reactivated as per para 4.5.5 above.

4.6 Termination of agreement:

4.6.1 The agreement shall be deemed to be terminated either on exhaustion of freight advance amount or in event of failure of customer to pay the second instalment or end of the financial year i.e. 31st March (as applicable), whichever is earlier.

4.6.2 In case of termination of agreement, the fixed freight base rate and class of commodity shall not be continued. The indents registered subsequent to termination of agreement shall be treated as per usual rules of allotment; i.e. priority in allocation will not be applicable

4.6.3 After termination or expiry of the agreement, the Nodal Railway and customer may enter into fresh Freight Advance agreement.

4.7 Treatment of unutilized advance:

4.7.1 The unutilized advance from first installment may be added to second installment, if any. Railway shall refund to the customer unutilized advance, if any, as on 31st March or adjust against the advance for the next financial year under fresh agreement.

4.8 The customers shall be able to view their position regarding debit of freight amount and balance advance through a report in FOIS. CRIS shall implement the same.

4.9 Miscellaneous:

4.9.1 The Commercial and Finance departments of the concerned Railway shall issue a Joint Procedure Order for smooth operation of the scheme and implementation of

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the agreement. For this purpose, a model JPO shall be issued from Railway Board for guidance; the same can be modified by the concerned Railway as per local requirements.

4.10 The Zonal Railway may seek any clarifications regarding the operation of the system in TMS directly through the liaison offices of FOIS in the respective Zones.

4.11 All other relevant rules shall remain applicable

This issues in consultation with Traffic Transportation Directorate and with the concurrence of Finance (Commercial & Accounts) Directorate of Ministry of Railways.

Shilpi Bishnoi
24.01.2020
(Shilpi Bishnoi)
Director, Traffic Commercial(Rates)
Railway Board

No.TC-I/2018/104/2 Pt.C New Delhi, dt. 24.01.2020

Copy to:

1. **Principal Financial Adviser,** All Zonal Railways
2. Dy.C&AG(Rlys), Room No.222, Rail Bhavan, New Delhi.

24.01.2020
for **Financial Commissioner/Railways**

No.TC-I/2018/104/2 Pt.C New Delhi, dt. 24 .01.2020

Copy to:

1. Principal Chief Commercial Manager, All Zonal Railways
2. Principal Chief Operations Manager, All Zonal Railways
3. Managing Director, CRIS, Chanakyapuri, New Delhi-21.
4. Chief Admn. Officer, FOIS, N. Rly., Camp: CRIS, Chanakyapuri, New Delhi-21.
5. Managing Director, KRCL, Belapur Bhavan, CBD Belapur, Navi Mumbai-400614.
6. Director General, National Academy of Indian Railways, Vadodara
7. General Secy., IRCA, New Delhi.
8. Director, IRITM, Campus: Hardoi Bye-pass Road, Kanausi, Manaknagar, Lucknow-226011

Shilpi Bishnoi
24.01.2020
(Shilpi Bishnoi)
Director, Traffic Commercial (Rates)
Railway Board

Copy for information:
CRB, MT, FC, Railway Board
AM(T), AM(IT), PED/C(R&M), PED(F), PED(A/c), PED/TT(M), EDTC/R, EDFM, EDCC, ED(PG), EDTT(S), EDTT(F), ED(Coal), EDFC, EDVT, DFC, DFA,OSD/MR, Railway Board
TC(R), TC(CR), F(C), Railway Board

Model agreement for Freight Advance Scheme as per Rates Circular No.1 of 2020

This agreement made on this ………..day of…………………year …………………..by and between Principal Chief Commercial Manager/_____ and Principal Financial Advisor, Nodal Zonal Railway____ as the ONE PART (hereinafter referred to as "Railways" which expression shall, unless the context otherwise specifies, mean and include its successors and permitted assigns),

AND

………(customer/company name)………………… having its Registered Office at ………………… (its successors and permitted assigns) of the OTHER PART, hereinafter called the ……….;

WHEREAS …….(customer/company)………. is engaged in business of ………….. and the Railways is engaged in transportation of goods and passenger in the country.

NOW THEREFORE, in consideration of the premises and mutual covenants herein under, the Parties hereto agree as follows:-

1.0 Tenure of Agreement :

This agreement will be effective from the date _________ for all purposes and intents and shall remain in force till 31st March'20__ or till exhaustion of freight advance amount, or till termination as per provisions of this agreement, whichever is earlier.

2.0 Terms & Conditions of agreement:

i. M/s…… (customer name) agrees to pay Railways ₹ …. crore inclusive of GST, in advance towards payment of freight charges. M/s______has agreed to pay ₹ ___crore of Advance Freight amount in one/two (tick the applicable option) installments. The First installment of ₹ ___crore (i.e. not less than forty percent of total amount of Freight Advance offered) will be/has been paid by M/s__by/on date_____. The second installment shall be paid on or before 30th September 20__ or by 15th November 20__ (if so approved by General Manager/______Railway), in accordance with relevant provision of Freight Advance Scheme. The agreements shall remain valid till exhaustion of freight advance amount or till 31st March 20__ or till termination of agreement as defined, whichever is earlier.

ii. Railway shall debit the freight charge as per actuals @ base freight charges and class as applicable on date of commencement of this agreement, (i.e. only the base freight rate and class of the commodity for the customer shall remain fixed at the level prevalent on the date of commencement of agreement till such time that advance mode of payment is in operation or till date 31st March' 20__ or till termination of agreement, whichever is earlier; after which the charges as per the published freight tariff will be applicable. Other charges like Busy Season surcharge, Development Surcharge, any discounts or concessions shall continue to apply as per concerned specific policies/circulars.

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iii. In case the customer/applicant is under an existing Long Term Tariff Contract, the applicability of freight rates and class shall be as per terms and conditions of Long Term Tariff Contract policy. This provision/para shall take precedence over any other related provision of the policy circular and this agreement.

iv. Only the charges raised against M/s…….. (as one paying the freight) in the Railway Receipt/RR shall be adjusted from the freight advance by Railways. The charges accrued against RR shall be adjusted from the freight advance paid, throughout the year till such time net credit is available against the same, subject to maximum validity of this agreement.

v. Indents shall be registered (including online indents) under this scheme and thus avail priority in allocation as per terms & conditions, subject to number of indents as decided/updated by Zonal Railway as the ceiling limit. The indents registered earlier than commencement of agreement or registered subsequent to termination of this agreement will be treated as per usual rules of allotment; i.e. priority in allocation will not be applicable. The freight for rakes supplied against indents not covered under this agreement will not be accepted against the advance amount.

vi. M/s….. shall has provided an exhaustive list of customer codes, commodities, GSTINs and originating-destination (O-D) points, estimated number of indents to be placed under this scheme (in consultation with Zonal Railway), as Annexure_____. M/s_____ hereby undertakes that all customer codes and GSTINs provided are under a single legal entity (relevant documents at Annexure___). M/s….. has provided a matrix of State-wise and Zone-wise Originating-Destination points for the purpose of GST accountal, at Annexure__. M/s…….. may add O-D points and commodities during tenure of agreement with a prior notice of thirty days to Principal Chief Commercial Manager, with undertaking that the traffic being added is its own traffic. Notwithstanding any provision of this agreement, for commodities added later than date of signing of the agreement, the base freight rate and class in force on date of acceptance of such application by Railway shall apply. _____ (Name) Railway may review the number of indents towards approaching the exhaustion of same, and may update the same by a quantity commensurate with amount of Freight balance left. While doing so, Zonal Railways will exclude the two days average freight in compliance with para xiii of this agreement.

vii. M/s …… gives an undertaking to Railway to the effect that it shall avail the benefit of this scheme only for its own loading as per details given above; and that under no circumstance shall it book/transport on behalf of any third party (undertaking enclosed as Annexure___). Any non-compliance or default on this account by M/s …… shall be held illegal and shall tantamount to fraudulent act; in which case the Railway shall be free to take action as deemed fit, including termination of agreement, forfeiture of freight advance amount, imposition of penalty, blacklisting, legal recourse etc.

viii. M/s______ shall have no interest claim, under any circumstance, on Freight Advance amount paid under this scheme to Railway.

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ix. The mechanism for charging RRs against this advance freight amount shall be operational from 00:00 hours of ____(Date/month/year). The existing Tripartite Agreements for e-payment shall continue to be in force for atleast 72 hours (*Zonal Railway to specify date and time here*) after the advance freight account has come into operation, so as to allow clearance of E-RRs issued on TPA E-payment mechanism.

x. M/s_____ agrees to clear all dues on account of pending E-RRs issued before commencement of Advance Freight Account in TMS. In case payment against E-RRs is pending beyond this time, the same shall be realized by Railway through any mode other than e-payment mode.

xi. Till adequate amount is available from this advance freight for adjustment, no amount will be debited under existing Tripartite Agreement for e-freight payment and till such time the TPAs will be kept in abeyance. To ensure a smooth transition back to Tri-Partite agreements (TPAs), M/s…….. , on receipt of notice from Railways, shall reactivate the TPAs for e-freight payment with all the relevant terms and conditions applicable. Railway will issue this notice to M/s_____ and to other concerned Zonal Railways to reactivate the e-payment agreement once it is seen that the balance of the advance freight is likely to be less than one month's equivalent freight on M/s___'s account.

xii. The system (FOIS/TMS) shall track and flag when remaining balance of Freight Advance is less than total of peak two day's freight equivalent. The generation of RR from Advance Freight shall stop at this point, and system shall revert to realization of freight payment through e-payment system. It shall be the responsibility of M/s…… to keep track of freight advance amount utilization, and take necessary action accordingly. M/s……. shall be able to view its position regarding debit of freight amount and balance advance through a report in FOIS.

xiii. M/s_____ shall pay second installment of Freight Advance, if any, before the generation of RRs is stopped from this Advance Freight Account as per the provisions of scheme or before/on 30th September 20__, whichever is earlier. In case sufficient leftover balance is available from first installment, the General Manager may extend submission of second installment till 15th November 20__. M/s_____ shall approach concerned PCCM/Zonal Railway for payment of second installment at least a month in advance of any of these events; i.e. either a month before exhaustion of Freight advance or a month in advance of 30th Sept 20__, whichever is earlier.

xiv. Notwithstanding anything in this agreement, in event of failure of customer to pay the second installment as per para (xiii) above, the agreement shall be deemed to be terminated. The fixed freight base rate and class of commodity shall not be effective.

xv. In case of termination of agreement as per para (xiv) above; i.e. in event of non-payment of second instalment by the customer, the payment of freight shall continue from the balance freight advance amount. The freight base rate and class of commodities as prevailing on date shall apply. Tri-partite agreements shall subsequently be reactivated as per para (xii) above.

xvi. After the exhaustion of Freight Advance amount as defined in para (xii) above, e-freight payment under the provisions of the TPAs shall be restored with the relevant terms and

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conditions currently in force. M/s………. shall resume making payments for freight as per the provisions of the agreement for e-payment of freight entered with Railways. M/s _______hereby agrees to undertake all necessary measures to resume all e-payment agreements well in time to enable a smooth transition back from Freight Advance to e-payments.

xvii. After termination or expiry of the agreement, the Railway and M/s__ may enter into fresh Freight Advance agreement as per terms and conditions of the extant policy. The base rate and class of commodities as prevalent on date of commencement of new agreement shall then be applicable.

xviii. The unutilized advance from first installment may be added to second installment, if any. Railway shall refund to the customer unutilized advance including GST thereof, if any, as on 31st March or adjust against the advance for the next financial year under fresh agreement.

Note: In no case shall the benefit of fixed base rate and class of commodities extend to the financial year following the year for which the agreement has been made, even if some balance of the advance remains with the Railway upon expiry/termination of the agreement.

xix. Railways shall intimate M/s……. regarding debit of freight amount and balance through a joint reconciliation to be carried out on monthly basis in the second week of the following month.

xx. For the implementation and monitoring of this arrangement (including monthly reconciliations, coordination with customer etc), CCM/FM or ______is nominated as nodal officer. M/s_____ hereby nominates Sh/Ms ____ as an authorized signatory and nodal official for coordinating with Railways (relevant document at Annexure ____).

xxi. All other rules shall remain applicable.

3.0 Settlement of Disputes

i. Any and all disputes between the Parties arising out of or in connection with this agreement or its performance shall be settled amicably between the Parties.

ii. If any difference or dispute arises between the parties to this agreement, the same shall be referred to a three member Arbitrator for resolving the difference or dispute, as the case may be, to be appointed mutually by both the parties and if such appointment fails, in that event the party seeking for Arbitration can approach the appropriate forum of law asking/praying for appointment of an Arbitrator to arbitrate on the issue so raised. For the purpose of Arbitration, The Arbitration and Conciliation Act, 1996 would be the law

4.0 Governing laws and jurisdiction

This agreement shall be governed and interpreted by and construed in accordance with the laws of India and the courts/tribunals of Nodal Zonal Railway Head Quarter at_______ (*mention city/State*) shall have exclusive jurisdiction of all matters under this agreement.

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5.0 Force Majeure

Neither M/s….. nor Railways shall be liable to the other for failure to perform its obligations hereunder if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanctions, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or for any other reason beyond the reasonable control of the Party claiming the existence of force majeure.

A force majeure event shall not relieve either Party from any liability which arose before the occurrence of that event.

6.0 Implementation of Agreement

The CEO/CMD/MD or his/her nominated representative shall be authorized to act for and on behalf of the M/s…….

PCCM, ________Railway or any representative duly authorized by the Railways shall act for and on behalf of the Railways.

Signed in presence of the witness /witnesses under mentioned on ……th day of …………, 20__.

For (Railways)

Signature

Name: 1. (…………………..)

Designation: Chief Commercial Manager/ _________ Railway

Name 2. (…………..)

Designation: Principal Financial Advisor/_____ Railway

Address:

1. WITNESS

Signature

For (M/s……)

Signature

Name: (……………….)

Designation:

Address:

1. WITNESS

Signature

24.1.2020

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