

Plissal

**Government of India
Ministry of Railways
Railway Board**

No. 2019/CHG/22/4

Dated: 13.08.2019

To,

**GM/Northern Railway
GM/Western Railway
GM/North Central Railway
GM/North Eastern Railway
CMD/IRCTC**

Sub: Operation of trains by IRCTC – Approval thereof

Ref: IRCTC letter No IRCTC/Tourism/New Project/2019 dt.10.07.2019

In terms of 100 Day Action plan of the Ministry of Railways it has been decided to hand over two rakes to Indian Railway Catering and Tourism Corporation (IRCTC) to operate on Haulage Charge principle. Accordingly, Ministry of Railways hereby grants the approval to IRCTC for running two Tejas class trains on the LJN-NDLS-LJN and ADI-BCT-ADI circuits as a pilot project on the following terms and conditions:-

- 1. Trains Offered:** IRCTC shall operate 2 Tejas rakes on the Lucknow – New Delhi and Ahmedabad – Mumbai sectors to the following timings:-

a. Lucknow Junction - New Delhi-Lucknow Junction*

Arrival	Departure	station	Arrival	Departure
	0610	LJN	2245	
0720	0725	CNB	2130	2135
1143	1145	GZB	1710	1712
1225		NDLS		1630

b. Ahmedabad – Mumbai Central – Ahmedabad*

Arrival	Departure	Station	Arrival	Departure
	0640	ADI	2155	
0808	0813	BRC	2020	2025
0935	0938	ST	1857	1900
1310		BCT		1540



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** These services will run on six days a week. The timings and stoppages can be altered/ modified through mutual consent between IR and IRCTC.*

- 2. Operations:** These trains would be uniquely numbered and operated according to the time-table by Indian Railways' operating staff – loco-pilots, guards, station masters, etc. These services will be at par with Shatabdi Express services for the purpose of according priority in train running. Accordingly, these trains will be controlled through the COA, monitored through the ICMS and would be available on all applications of IR like NTES, etc., for dissemination of information to passengers. Most suitable platforms would be nominated according to feasibility and maintenance slots would be nominated at both originating stations. The above two trains will be operated by IRCTC for an initial period of 3 years. Thereafter, the agreement may be extended on mutual consent.
- 3. Fare Structure:** IRCTC will be permitted full flexibility to decide the fare to be charged from the passengers. No concessions or railway privilege or duty passes will be allowed on these trains.
- 4. Ticketing:** IRCTC shall be permitted to use the NGeT portal of IR for ticketing purpose. However, the revenue account relating to these two trains shall be maintained in a distinct and separate manner. CRIS would render necessary assistance for this purpose. Simultaneously, IRCTC would develop its own ticketing system. This may be applicable only for a period of one year as IRCTC is not paying charges for the use of NGeT portal.
- 5. Composition:** The normal composition of the trains would be 18 coaches. IRCTC, however, will be permitted to run the train with a minimum of 12 coaches for a period of 1 year. The haulage charges would be calculated per trip based on the actual number of coaches used on each trip or 12 coaches, whichever is higher.
- 6. Haulage Charges:** Haulage charges will be payable for each trip as applicable. The calculation of haulage charge shall be done as per the Commercial Circular No. 20 of 2015 duly incorporating the relief in maintenance charge and overheads. The relief sought by IRCTC in their proposal regarding maintenance charges and overheads is agreed to for a period of one year as follows:-
 - a. Repairs and Maintenance shall be charged at 5% of the total capital expenditure for actual coaches run.

- b. 50% reduction shall be provided on the Overheads presently calculated.
- c. The element of costing on "En-route train examination charges" shall not be included in the costing.
- d. Haulage charges shall be applicable only for the commercial trips and not for familiarisation trips (FAM) or other trips where no income is generated by IRCTC.

These charges would be reviewed during the mid-term review.

- 7. Haulage charges will be paid on monthly basis by IRCTC on receipt of GST Invoice from Indian Railways. EDPM shall notify the haulage charges based on the above enumerated principles.
- 8. **Charges for custody of trains:** IRCTC would pay applicable charges to IR for full rake including spares irrespective of number of coaches being run by them from the date of handing over of such rake irrespective of date of operation by IRCTC. Such charges payable annually by IRCTC to IR shall be limited to the amount of lease charges payable annually by IR for such stock and shall be payable semi-annually upon receipt of advice from IR. On provisional basis, EDPM will advise IRCTC of the charges payable on this count based on the inputs received from EDF(RM) which will be equivalent to lease charges payable by IR to IRFC including GST as applicable.
- 9. **Advertisement Rights:** IRCTC will also have rights for advertisement inside and outside the coaches and including branding of the train subject to applicable legal and policy restrictions. IRCTC may undertake modifications inside the rake without making any structural changes or changes that would affect the safety of the train. Further, for interior and exterior advertisement, layout, passenger amenities, etc., extant RDSO specs, Railway Board's orders would have to be regarded by IRCTC.
- 10. **Luggage & Parcels:** IRCTC would be permitted the usage of the luggage portion of LRRM for carriage of luggage and parcels.
- 11. **Current Reservation and Check-in of Passengers:** IRCTC shall be permitted to arrange pre-departure welcome arrangements, current reservation counters and check-in counters for its passengers. The details shall be worked out in consultation with Station Director/ Station Managers of the station concerned and the proposal be submitted to the division concerned. Such arrangements should

not cause inconvenience to IR's regular passengers. No extra charges would be levied for setting up these arrangements for a period of 1 year.

12.Entry to Ticketed Area: The tickets issued by IRCTC shall be valid authority to enter the station and travelling.

13.Ticket Checking: The ticket checking staff of IR would not do onboard checks on IRCTC trains. Entry into ticketed area of the station however, would be permitted to passengers upon display of e-ticket, m-ticket and paper ticket issued by IRCTC. IRCTC shall issue an undertaking that they shall not book or carry passengers beyond the carrying capacity of coach /train. Random joint checks by IRCTC and divisional staff will be organized to check overloading at suitable intervals.

14.Liability for Accident Related Claims: Bona-fide IRCTC Train passengers shall be considered on par with IR passengers on issues like liability/treatment in case of accidents or untoward incidents or access to passenger areas/amenities etc. Railway will provide all assistance, restoration in case of accidents and untoward incidents to IRCTC trains.

15.Maintenance: Railways will provide timely pit line examination, IOH, POH and any other scheduled/identified rolling stock examination and ensure that the agreed number of coaches are given to IRCTC for full service. All electric fittings, air conditioning, hot and cold equipment and power cars are to be in working order during the operation of the train. Minimum required Electrical and Mechanical (C&W) staff shall be deputed on train on permanent basis for taking care of all electrical and mechanical issues during the journey.

16.Relief Operations: In case of an accident involving IRCTC train or other IR train accident involving diversion/ short termination or transshipment of passengers IRCTC trains, IR will make its best efforts to divert/ tranship IRCTC passengers also.

17.Force Majeure: Normally, IR would not levy haulage charges for the days on which the train is not operated by IR. Whenever there is cancellation or short termination of a service because of external factors like accidents, weather, natural calamities, agitations, etc., no relief owing to claims of loss of revenue shall be applicable to IRCTC.

18. Memorandum of Understanding: An MOU will be initially signed by IRCTC with the Zonal Railways concerned for operation of these trains, on the above terms and conditions. After receipt of the ED's Committee's Report, constituted for this purpose, a suitable agreement shall be entered with IRCTC, incorporating the mutual responsibilities and obligations on operational, financial and other associated aspects.

19. Mid-term Review: The above terms will be applicable for a period of **one year**. A review of the terms and conditions will be done at the end of the year.

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Principal Exec. Director (Coaching)
Railway Board

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OSD/CRB for kind inf. Of CRB

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