FREIGHT MARKETING CIRCULAR NO.12 of 2006

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

No. 2006/TC(FM)/10/1.

रेल भवन, नई दिल्ली $-\ 110\ 001,$ तिथि

Rail Bhavan, New Delhi – 110 001, dat ed 27.03.2006

The General Manager (Comml.),

- 1. Central Railway, Mumbai (CSTM).
- 3. East Central Railway, Hazipur.
- 5. Northern Railway, New Delhi.
- 7. North Eastern Railway, Gorakhpur.
- 9. North Western Railway, Jaipur.
- 11. Sout h Cent r al Rly., Secunder abad.
- 13. South East Central Rly, Bilaspur.
- 15. Western Railway, Mumbai,

- 2. East ern Railway, Kolkat a.
- 4. East Coast Railway, Bhubaneswar
- 6. North Central Rly., Allahabad.
- 8. Northeast Frontier Rly., Maligaon,
- 10 Sout her n Railway, Chennai.
- 12. Sout h East er n Railway, Kolkat a.
- 14. Sout h West er n Railway, Hubli.
- 16. West Central Rly., Jabalpur.
- Sub.: Policy for leasing of parcel space in the Brake Vans (SLRs) by passenger carrying trains and leasing of Parcel Vans on round trip basis.
- 1. With a view to maximize utilization of un-utilized/under-utilized parcel space in Brake Vans (SLRs) of various Mail/Express trains, scheme for leasing SLRs for parcel traffic was introduced by Ministry of Railways in November 1991. Since its inception, a number of amendments/changes have been made in the scheme from time to time to make the scheme more customer-friendly. However, only a small percentage of total parcel carrying capacity available in Brake Vans/Parcel Vans has been leased by Zonal Railways. Thus, there is tremendous scope to further improve the leasing business and thereby increase revenue. With a view to make the scheme attractive, customer-friendly and also simplify the rules for leasing, the scheme has been revised.
- 2. Moreover, in view of a large number of amendments issued from time to time, a comprehensive master circular has been prepared to enable Zonal Railways to apply relevant rules correctly without any confusion. The revised policy guidelines are in super-session of all previous instructions on the subject. The standard format of agreement for different types of leasing will be issued separately.
- 3. These instructions will come into effect from 1.4.2006. Following provisions of this Comprehensive Leasing Policy will be applicable to existing leasing contracts also.
 - (i) (E) Extension of Lease.
 - (ii) (Y) I dent it y cards/ Plat f or m Labour per mit s.
 - (iii) (BB) Procedure for preparation of manifest by lease holder.
 - (iv) (EE) Placement / Withdrawal of Pakes on/from platforms.

- (v) (FF) Adjustment/refund of advance freight paid due to non-loading.
- (vi) (II) Overloading.
- (vii) (JJ) Over carriage of consignment in leased SLR/VP.
- (viii) (MM) Extension of train/increase in frequency of train.
- 4. Following provisions of this Comprehensive Leasing Policy will be applicable to existing leasing contracts also provided the lease holder is agreeable for modifying the existing terms of the contract agreement and there is no adverse financial implications for railways :
 - (i) (V) Failur e of leaseholder in fulfilling his obligations having start ed loading.
 - (ii) (AA) Payment of lumpsum lease freight.
 - (iii) (CC) Loading/unloading at originating and intermediate stations.
- 5. Divisions/Zonal Railways should complete the work of Registration of leaseholders before 31.5.2006. After 31.5.2006, only registered lease holders shall be eligible for participating in tenders floated thereafter, as also for undertaking temporary lease or day-to-day lease.
- 6. Zonal Railways are required to monitor parcel earning by maintaining division-wise details of total parcel carrying capacity available in Brake Vans/Asstt. Guard Cabin/Parcel Vans in each Zonal Railway. There should be a system for review of monitoring the earnings vis-à-vis capacity available. This is imperative given the target for parcel earnings in the budget 2006-07 and to reduce losses in parcel business.
- 7. Tender notice for leasing of Brake vans/Asstt. Guard cabin/Parcel Vans should be issued well in advance before termination of existing contracts. There should be time bound program for leasing tenders. All proceedings of leasing tender should be closely monitored by Zonal Railways.
- 8. This issues with concurrence of Finance Directorate of Ministry of Railways.
- 9. Please acknowledge receipt.

(I NDRA GHOSH) EXECUTI VE DI RECTOR/ FREI GHT MARKETI NG

No. 2006/TC(FM)/10/1. Copy for warded to : New Delhi, dat ed 27.3.2006

- 1. DAI (Railways) with 36 spares.
- 2. FA&CAOs, All Indian Railways.

for FINANCIAL COMMISSIONER/ RAILWAYS

No. 2006/TC(FM)/10/1.

Copy for warded for information and necessary action to:

- 1. The Chief Operation Manager, All Indian Railways.
- 2. The Chief Commercial Manager, All Indian Railways.
- 3. The Chief Mechanical Engineer, All Indian Railway.
- 4. The Chief Passenger Traffic Manager, All Indian Railways.
- 5. The Chief Commercial Manager (FM), All Indian Railways.
- 6. Chief Security Commandant, All Indian Railways.
- 7. The Managing Director, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot No.6, Sector 11, CBD Belapur, Navi Mumbai-400014.
- 8. Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot No.6, Sector 11, CBD Belapur, Navi Mumbai-400014.
- 9. Managing Director, Centre for Railway Information System (CRIS), Chanakyapuri, Near National Rail Museum, New Delhi.
- 10. MT, FC, AM(Traffic), AM(C), Adv. (F), Adv. (Vig), EDF(C&RM), EDME(Chg.), EDTC(R), EDV(T), DF(C)/ Railway Board for kind information.

(I NDRA GHOSH) EXECUTI VE DI RECTOR/ FREI GHT MARKETI NG

No. 2006/TC(FM)/10/1.

New Delhi, dat ed 27.3.2006

Copy for information to:

MT, FC, AM(Traffic), AM(C), AM(Mech), Adv. (F), Adv. (Vig), EDF(C&RM), EDME(Chg.), EDTC(R), EDPM, EDPG, EDV(T), DF(C), DTC(R), DTC(C), DPM, DTC(G), JDTC(G) for information.

(I NDRA GHOSH) EXECUTI VE DI RECTOR/ FREI GHT MARKETI NG

<u>I NDEX</u>

(A)	Category of trains :	-	-	-	-	(1)
(B)	Cat egorization of services :	-	-	-	-	(1)
(C)	Space to be leased out :	-	-	-	-	(1)
(D)	Duration of contract :	-	-	-	-	(2)
(E)	Extension of Lease :	-	-	-	-	(4)
(F)	Leasing of SLRs/Asstt. Guard cabin	f r om				
	Intermediatestations:	-	-	-	-	(4)
(G)	Leasing of Parcel Vans (VPs/VPUs/VF	PHs)from				
	Intermediatestations:	-	-	-	-	(5)
(H)	Leasing of Asstt. Guard cabin : -	-	-	-	-	(6)
(1)	Leasing of or dinary passenger trains	: -	-	-	-	(7)
(J)	Eligibility:	-	-	-	-	(7)
(K)	Registration of Lease Holders : -	-	-	-	-	(8)
(L)	Earnest Money :	-	-	-	-	(9)
(M)	Security Deposit :	-	-	-	-	(10)
(N)	Reserve Price of brake vans (SLRs) of	of mail/exp	resstra	ains :	-	(10)
(O)	Reserve Price of unpopular trains : -	-	-	-	-	(11)
(P)	Reserve Price of Parcel Vans (VPs/VI	PUs/VPHs)	: -	-	-	(11)
(Q)	Reserve Price of Asstt. Guard Cabin	: -	-	-	-	(12)
(R)	Schedule of Powers:	-	-	-	-	(12)
(S)	For mation of Tender Committee : -	-	-	-	-	(13)
(T)	Invitation of tenders:	-	-	-	-	(13)
(U)	Method of determining highest bid :	-	-	-	-	(14)
(V)	Failure of lease holder in fulfilling hi	s obligat ior	ns af t er			
	having st art ed loading :	-	-	-	-	(14)
(W)	Procedure for leasing of parcel space	e on t empor	ary			
	basis for 1 month at a time : -	-	-	-	-	(14)
(X)	Procedure for day-to-day leasing : -	-	-	-	-	(16)
(Y)	I dent it y Cards/ Labour Plat form Perr	mits:-	-	-	-	(17)
(Z)	Grant of leave to lease holder : -	-	-	-	-	(17)
(AA)	Payment of lumpsum leased freight :	-	-	-	-	(18)
(BB)	Procedure for preparation of manife	st by lease	holder	: -	-	(19)
(CC)	Loading/ Unloading at originating and	int er media	ıt e			
	stations:	-	-	-	-	(20)
(DD)	Stacking/ Removal of consignments o	n/fromplat	forms:	-	-	(21)
(EE)	Placement / Withdrawal of Rakes on/f	rom platfc	r ms :	-	-	(22)
(FF)	Adjustment/refund of advance freig	ht paid due)			
	to non - loading :	-	-	-	-	(22)
(GG)	Multidisciplinary teams for dealing w	with lease h	olders	: -	-	(23)
(HH)	Helpline	-	-	-	-	(24)
(11)	Overloading:	-	-	-	-	(24)
(JJ)	Over carriage of consignment in leas	ed SLR/ VP	: -	-	-	(26)
(KK)	Claim Compensation :	-	-	-	-	(27)

(LL)	Theft :-	-	-	-	-	-	-	-	-	(27)
(MM)	Extension of	train/l	ncreas	einfre	equency	of tra	in :	-	-	(28)
(NN)	Powerstorel	ax cert	ain con	dit ions	of the	schem	e :	-	-	(29)
(OO)	Other terms	and Co	ndition	s of the	e schem	ne :	-	-	-	(29)
	Annexure-1		-	-	-	-	-	-	-	(31)
	Annexure -2		-	-	-	-	-	-	-	(32)
	Annexure-3		-	-	-	-	-	-	-	(33)

COMPREHENSI VE PARCEL LEASING POLICY

(A) <u>Category of trains</u> :

- 1. The scheme is applicable to the following categories of passenger trains on BG sections :
 - Shat abdi/ Raj dhani, Superfast, Mail/ Expresses including Summer Specials/ Puja Specials/ Holiday Specials/ any other special train, and or dinary passenger trains (short distance slow passenger trains st opping at all road side stations).
- 2. The scheme is applicable to Parcel Vans (VPs and VPRs) either being attached to Mail/Express trains or being run as part of Parcel Express special. (Throughout this policy, wherever the term Parcel Vans has been used it covers VPs/ VPUs/ VPHs/ VPRs etc.)
- 3. Leasing of Parcel Vans will not be permitted by :
 - (i) Shat abdi and Raj dhani Express trains.
 - (ii) Or dinary passenger trains.

(B) <u>Categorization of services</u> :

- 1. Zonal Railways will not if y such trains as 'Premier Parcel Service' if
 - (i) Its utilization of SLR parcel space during the preceding twelve months period was 60% or more at the originating station; or
 - (ii) Its parcel space has been leased out at normal reserve price or higher, or
 - (iii) It is a Parcel Van Special.
- 2. All other trains shall be classified as 'Standard Parcel Service'.
- 3. Cat egorization will be notified separately for Up and Down directions of the train by the zonal railway concerned on which the Up or Dn train originates.
- 4. In case of round trip leasing of Parcel Vans, category of train in the reverse direction must be ascertained by the leasing railway from the zonal railway at the other end.

(C) <u>Space to be leased out</u> :

1. Minimum space to be leased out will be as follows :

Par cel Space	Minimum space	Additional space
SLR	One compartment of 4 Tonne	
Asstt.Guard cabin	Entire cabin of 1 Tonne	Mult iples of minimum space
Par cel Van	Entire Van of 18 or 25 Tonne	

2. Each unit of minimum space to be leased out shall be floated as a separate tender. For example if both 4 Tonne compartments of front SLR are to be leased out, then two tenders of 4 Tonne compartments should be floated. Similarly, separate tenders should be floated for leasing of each 4 Tonne space in the two SLRs (front and rear).

- 3. In case of mail/express and ordinary passenger trains running with 2 SLRs, from end to end, following space should be leased out :
 - (i) Bot h 4T compart ments in front SLR.
 - (ii) One 4T compartment of rear SLR.
 - (iii) The Asstt. Guard cabin of front SLR.

The remaining second 4 Tonne compartment of rear SLR will not be leased and must be kept under Guard's charge for loading of passengers' luggage, perishables, newsprints etc. and for loading/ unloading of parcels from intermediate stations.

4. In cases, where 3 or 4 SLRs are running by a Mail/Express train due to attachment of slip/sectional coaches enroute, or bifurcation/ amalgamation of rakes at intermediate stations, parcel space as detailed below should be leased out.

All except one 4 Tonne compartment should be leased out from originating station of each link portion up to final destination of bifurcated/amalgamated portion respectively.

- 5. The above space should be leased out on through journey basis from the originating station itself up to the destination stations and should not be split up into different segments up to and beyond the bifurcation point.
- 6. In case of reversal of train at enroute station, one 4 Tonne compartment in front SLR and another 4 Tonne compartment in the rear SLR will be leased out.
- 7. Parcel space in a train may be leased out to more than one licensee on different days during the same week, in case single lease holder is not forth coming. 'Security Deposit' shall be collected from each lease holder as per laid down criteria.
- 8. Leasing of Parcel Vans will be on round trip basis by the owning railway of the train.
- 9. Leasing of Parcel Vans can be done even for those trains where SLRs have not been leased out.
- 10. In case of trains to/from NF Railway leasing of Parcel Vans will be done on single trip basis by the originating railway.
- 11. Leasing of VPRs can be done on both round trip or single trip basis.

(D) <u>Duration of contract</u> :

- 1. There will be 5 types of lease, depending on the duration of the leasing contract. These are classified as follows :
 - (i) Long t er m lease -3 year s.
 - (ii) Medium t er m lease 2 years.
 - (iii) Short term lease 1 year.
 - (iv) Temporary lease for a period of 30 days at a time.
 - (v) Day to day lease for a maximum period of 10 days at a time.
- 2. While the first three types will be through tender, the last two types of lease will be on quotation basis.
- 3. In case of all trains the following matrix indicates the tendering sequence :

Tendering Duration

1 st round	Long Ter m Lease.
2 nd round	Medium Term Lease.
3 rd round	Short Term Lease.

- 4. Trains cat egorized as 'Premium Parcel Service' should not be offered for 3rd round of tendering and in case of no response in the 2nd round SLRs of these trains should be used for clearing parcel booked by railways or for day-to-day lease.
- 5. Parcel space of trains which do not get taken up even after 3rd round should be made available for either temporary lease of 30 days at a time or for dayto day lease.
- 6. For each type of leasing, divisions/zonal railways shall enter into an agreement with the lease holder as per the standard format of agreement.
- 7. Railway shall have the right to terminate the agreement for any reason what soever after serving one month's notice to the lease holder. However, Railway shall reserve the right to terminate the contract as a punitive measure without any notice and at any time in case of breach of agreement by the lease holder.

However, such instantaneous termination of contract by railway administration should be followed by a written intimation of breach of contract within 3 working days of termination.

- 8. Lease holder shall also have the right to terminate the agreement after serving 60 days notice to railway administration.
- 9. Tenders for Long Term Lease will be float ed in following cases :
 - (i) All popular trains.
 - (ii) Newly introduce trains which are expected to get leased out.
 - (iii) Other trains which have earlier been given on Medium Term Lease of two years at normal reserve price and have completed their full contractual period.
 - (iv) Unpopular trains which have earlier been given on Medium Term Lease at reduced reserve price (50% of parcel rate) and have completed their full contractual period.
- 10. Tenders for Medium Term Lease will be float ed in following cases :
 - Unpopular trains which are going in for 2nd round of tendering at reduced reserve price (50% of parcel rate).
 - (ii) Trains which have earlier been given on Short Term Lease for one year and have completed their full contractual period at discounted reserve price of 25% of parcel rate.
- 11. Tenders for Short Term Lease will be floated in following cases :
 - (i) Unpopular trains which are going in for 3rd round of tendering at discount ed reserve price. (25% of parcel rate).
 - (ii) Unpopular trains which have earlier been given on Temporary Lease for 1 month at a time and have completed 6 months.
- 12. Procedure for leasing of parcel space on temporary basis of 30 days at a time have been detailed under para (W) of these instructions.

13. Procedure for leasing of parcel space on day-to-day basis have been detailed under para (X) of these instructions.

(E) <u>Extension of Lease</u> :

- 1. Extension of lease is permissible only in case of long term lease of 3 years.
- 2. In case of Long Term Lease, on expiry of the contract period, the same can be extended only once, by 2 more years at a lease rate of 25% more than the lumpsum leased freight rate.
- 3. Such extension will be subject to satisfactory performance by the lease holder, without any penalty for overloading or violation of any provision of the contract.
- 4. In case of expiry of contract period and non finalization of new contract due to administrative delays, temporary extension can be permitted by the CCM only once, for a period of 3 months.

(F) Leasing of SLRs/Asstt. Guard cabin from Intermediate stations :

- 1. Parcel space in SLRs of passenger carrying trains should normally be leased out from train's originating station to its terminating station.
- 2. In cases where there is no offer from originating / intermediate stations of the railway after the 3rd round of tendering, divisions/ zonal railways other than the originating railway can lease out parcel space from intermediate stations, provided that stoppage time of the train at that intermediate station is 10 minutes or more.
- 3. In such cases, prior consent/no objection certificate must be obtained from the division/zonal railway in whose jurisdiction the train's originating station is situated.
- 4. The concerned originating division/zonal railway must issue 'No Objection Certificate' (NOC) within a period of 15 (fifteen) days from the receipt of request from the intermediate division/zonal railway.
- 5. Order of priority for leasing of SLRs/Asstt. Guard cabin should be as follows
 - (i) Or iginating station to Destination station.
 - (ii) Or iginating station to I ntermediate station.
 - (iii) I nt er mediat e st at ion t o Dest inat ion st at ion.
 - (iv) I nt er mediat e st at ion t o I nt er mediat e st at ion.
- 6. In case offers are received from more than 2 pairs of intermediate stations [Para (F) 5 (iv)], then the parcel space between that pair of stations whose offer is higher should be leased out.
- 7. In metropolitan cities served by more than one railway station, leasing will be permitted only at train's originating/terminating station. Leasing of SLR will not be permitted to/from any other intermediate station (short of originating/destination station) of suburban section of metropolitan cities.
- 8. In case of ordinary passenger trains, if there is no potential of leasing out parcel space from train's originating to terminating point, divisions/zonal railways may lease out parcel space between any two pair of stations.
- 9. Division/ zonal railway which is leasing out parcel space will send prior intimation to all concerned before commencement of leasing contract.

10. In case of leasing of parcel space from a joint station, which is served by two or more divisions/zonal railways, the division/zonal railway over which the train is to run, will lease out parcel space. (For example, parcel space in a train, which originates from Nagpur and runs over SECR, will be leased out by SouthEast Central Railway. Similarly, parcel space in a train, which originates from Nagpur and runs over CR, will be leased out by Central Railway).

(G) <u>Leasing of Parcel Vans from Intermediate stations</u>:

- 1. Normally leasing of Parcel Vans should be from end to end on return trip basis. Loading/Unloading may be permitted at all intermediate stations enroute having stoppages of 10 minutes or more.
- 2. However, leasing of Parcel Vans from intermediate station may be done in cases where there is no traffic offering from originating station, or when adequate room in the train composition permits attaching of extra leased Parcel Vans from an intermediate station.
- 3. Leasing of Parcel Vans should only be done to/from such intermediate stations where following conditions exist :
 - (i) Minimum dist ance of 500 kms. is cover ed in each direction, from lease or iginating to lease terminating station.
 - (ii) Adequate time margin of at least 10 minutes is available for attaching/detaching of Parcel Vans.
 - (iii) Shunting facilities are available for attaching/detaching of Parcel Vans.
 - (iv) Attaching/detaching of Parcel Vans may also be permitted from adjacent yards as per operating convenience.
- 4. Leased Parcel Vans can also be shunted from one train to another provided following conditions are satisfied :
 - (i) There is no room on direct trains from the originating to the destination station.
 - (ii) Minimum distance of 750 Kms is covered from lease originating station to the lease terminating station.
 - (iii) Shunting is carried out at station where adequate time margin of at least 10 minutes is available for attaching/detaching of Parcel Vans.
 - (iv) Shunting facilities are available for attaching/detaching of Parcel Vans.
 - (v) Only one such shunting operation is permissible.
 - (vi) The intermediate station where trains are changed must be on the same zonal railway which leases out the parcel vans, or is the interchange station of that zone with the adjoining zone.
- 5. Normally, no train service Parcel Vans should be attached by those trains in which round trip Parcel Vans have been leased.

However, in case of seasonal/unexpected demand, which may require attachment of train service Parcel Vans the same may be permitted by the CCM.

6. After a leased Parcel Van has been placed for loading/unloading, the same must be completed within the free time allowed. In case a leased Parcel Van

is detained beyond free time for loading/unloading, normal demurrage charges would be levied.

7. In case the leased Parcel Van could not be attached to the nominated train due to this excess detention on account of the lease holder, then the advance lumpsum leased freight deposited will be forfeited only for the outward journey. The lease holder has to deposit fresh freight amount for hauling the parcel van on the next nominated day of service.

(H) Leasing of Asstt. Guard cabin :

- 1. Asstt. Guard's cabin of front SLR of all passenger carrying trains will be leased out for 1 Tonne capacity to courier companies/lease holders.
- 2. Lumpsum leased freight will be collected for 1 Tonne capacity even if actual utilization of parcel space is less.
- 3. The weight of individual packets carried in the Asstt. Guard's cabin should not exceed 25 kgs., and the gross weight of all packets should not exceed 1 Tonne.
- 4. Courier companies/lease holders will be allowed to load/unload their packets etc. at all stopping stations en-route irrespective of stoppage time of the train at intermediate stations. No separate permission would be required for this.
- 5. Only one representative of the courier company/lease holder will be permitted to travel at a time in the Asstt. Guard's cabin of the same train free of charge with an authority from the Sr. DCM/DCM to travel in Asstt. Guard's cabin for the purpose of handling of packages from/to intermediate stations.
- 6. However, the representative of the lease holder who is permitted to travel in the Asstt. Guard cabin can be changed enroute.
- 7. The authority mentioned in item no. 5 above shall be issued along with the contract for a period of 1 year and shall be renewed annually for the duration of the contract.
- 8. The representative of the courier company/lease holder will be suitably counseled about the availability of guard brake valve and related equipment in Asstt. Guard cabin and strictly instructed not to touch/ interfere/damage/use the same in any manner. In case of any misuse of the equipment or damage to the same, a penalty of Rs. 5000/- (per occasion) would be imposed on the lease holder.
- 9. In case the courier company/lease holder does not wish to send his representative in the Asstt. Guard cabin and wants to padlock the same, he may do so. However, in that case no loading/unloading at intermediate stations would be permissible and the Asstt. Guard cabin would be locked through to the destination.
- 10. In case of trains involving reversal of engine at intermediate junction station, leasing of Asstt. Guard cabin may be permitted provided the leaseholder agrees to trans-ship his consignments from front brake van to rear brake van at the junction station where train reverses.
- 11. In all such cases, trans-shipment of consignment should be done within the scheduled stoppage of the train and in order to facilitate this work, lease

holder may be permitted to keep a trolley at nominated place in the station premises.

12. In case the leasing of Asstt. Guard cabin is up to an intermediate station, then after vacating the same, the representative of the lease holder must verbally inform the train Driver/Asstt. Driver regarding the vacant status of the Asstt. Guard cabin.

(I) <u>Leasing of brake vans (SLRs) of ordinary passenger trains</u>:

Ordinary Passenger Trains are provided with one SLR and in many cases even 2 SLRs. Barring very few exceptions, none of the SLRs of these ordinary passenger trains have been leased out, primarily because of lack of response and interest from prospective lease holders. There is substantial potential for leasing out of SLRs of ordinary passenger trains since presently SLRs of these trains are running empty in both up and down directions every day. For leasing of front SLR of ordinary passenger trains, following as detailed below should be followed.

- 1. The leaseholder shall be permitted to load/unload the parcels from/to all intermediate stations coming in the way of the journey of that specific ordinary passenger train irrespective of the stoppage time of train at that station(s).
- 2. Loading/ unloading of parcels at all stations will be carried out by leaseholder.
- 3. Apart from Parcels, even bulk commodities of freight traffic may also be permitted to be carried by the leased brake vans (SLRs) of ordinary passenger trains. Commodities would comprise of either bagged consignment (food grain, cement, fertilizer etc.) or packaged consignment. Loose consignments such as coal, sand etc. should not be permitted.
- 4. Leaseholder will be liable to ensure that quantum of traffic for any one road side station is such that loading/unloading can be completed within the scheduled stoppage of the train.
- 5. Where ordinary passenger trains are running with single SLR, leasing of one 4 Tonne compartment may be done.

(J) <u>Eligibility</u>:

- 1. Any person or cargo operator or transporter having Indian citizenship, or any agency or company registered in India is eligible to participate in leasing tenders.
- 2. The applicant must be a registered lease holder on the division where the tender is floated.
- 3. In case the tender has been floated by zonal hdqrts., then the applicant must be a registered lease holder at zonal hdqrts.
- 4. The scheme for leasing of parcel space is not applicable from/to city booking agency or out agency.

(K) <u>Registration of Lease Holders</u> :

- 1. With a view to avoid counterfeit participants and fly-by-night operators, there is need to maintain an approved list of leaseholders at each division/zonal railway after scrutinizing credentials of each leaseholder.
- 2. Prospective lease holders will be required to get themselves registered with the railways in order to participate in leasing tenders. For the purpose of getting themselves registered they will be required to submit documents listed in Annexure -1.
- 3. Registration will be done division wise. In case a lease holder wishes to participate in tenders floated by different divisions then he must get himself registered separately in each division.

In case a lease holder wishes to participate in tenders floated by zonal hdqrts., then he must get himself registered separately at zonal hdqrts.

- 4. For this purpose, the lease holder will submit his documents (as listed at Annexure 1) to the division/zonal railway concerned. The division/zonal railway will duly verify the correctness of all details given in the relevant documents by deputing commercial inspectors to the business premises mentioned in the documents. Only after all documents have been verified for their authenticity, division/zonal railway will accept the applicant as a registered lease holder.
- 5. Normally a division/zonal railway should verify all relevant documents submitted by the lease holder within a period of one month of submission of application.
- 6. In case of non submission of documents mentioned at Annexure 1 or in case details provided by him are found to be incorrect, then the applicant will not be eligible for being registered as a lease holder.
- 7. After his documents have been verified, the lease holder will be asked to deposit the registration fee for the category in which he seeks registration as detailed under para no. 10 below.
- 8. On payment of registration fee, the lease holder will be registered by the division/zonal railway concerned and a certificate to that effect will be issued by the Sr. DCM/DCM/Dy. CCM. Format of the Certificate of Registration is given at Annexure -2.
- 9. Along with the Certificate of Registration lease holder will also be provided with a Photo I dentity Card duly signed by the ACM.
- 10. There will be three categories of Registration, namely 'A', 'B', and 'C'. Details are as follows :

Cat egor y	Regist ration Fee	Parcel space permissible				
'A'	Rs. 1 Lakh.	Asstt. Guard cabins, SLRs and VPs.				
' B'	Rs. 50,000/ -	Asstt. Guard cabins & SLRs.				
'C	Rs. 10,000/-	Asstt. Guard cabins.				

11. It is for the lease holder to decide which category he wishes to get himself registered depending on the type of lease he wishes to participate in.

- 12. Registration Fee will have to be deposited separately in each division. However a lease holder may get himself registered in separate categories on different divisions depending upon his requirement.
- 13. Registered lease holders will be eligible to participate in tenders on a particular division for the category he is registered in. (For example a lease holder registered in category 'C' can only participate in leasing tenders for the Asstt. Guard cabins).
- 14. Lease holders registered in category 'A' will be eligible to participate in all leasing tenders.
- 15. If the registration of a lease holder is cancelled as a punitive measure, either for reasons of repeated over loading or for repeated failure to start loading after award of contract, or for attempt to deliberately defraud railways or for repeated violation of any of the existing stipulations where cancellation of registration has been legislated as the penalty, then the entire registration fee would be forfeited.

In addition to forfeiture of registration fee, <u>all</u> his existing leasing contracts being operated from that division would also be cancelled.

In addition to cancellation, such a lease holder would be debarred from fresh registration for a period of 5 years.

- 16. Appeal against cancellation of registration will lie to CCM.
- Once a lease holder has registered himself, his registration will be valid for 5 years, unless his registration is cancelled by the railway administration as mentioned at it em 15 above.
- 18. Before expiry of his registration on completion of 5 years, a lease holder may renew his registration by submitting fresh documents as listed at Annexure - 1, without payment of any additional registration fee. The registration fee deposited earlier will be carried forward.
- 19. The scheme of registration of lease holders will be a continuous process and open throughout the year. Any new entrant can get himself registered on a particular division at any time by submitting an application with relevant documents for verification, and thereafter paying the registration fee.
- 20. If a lease holder wishes to withdraw from the registration scheme his registration fee will be refunded in full, subject to clearance of all railway dues.

(L) <u>Earnest Money</u> :

1. 'Earnest Money' specified for bidding for different types of parcel space is as given below.

Par cel	Space	
Asstt.	Guard	cabin

- (i) Asstt. Guard cabin.(ii) 4T SLR compart ment
- (iii) Parcel Van.

Ear nest Money Rs. 5,000/ -Rs. 25,000/ -. Rs. 50,000/ -.

- 2. All participants in the tender will be required to deposit the above 'Earnest Money'.
- 3. After finalization of tender, earnest money amounts of all unsuccessful bidders would be refunded.

4. Earnest money of the successful bidder would be converted into Security deposit, if the bidder so requests.

(M) Security Deposit :

(iii)

- 'Security Deposit' specified for operating lease of different types of parcel 1. space is as given below.
 - Parcel Space
 - (i) Asstt. Guard cabin.
 - (ii) 4T SLR compart ment
 - Parcel Van.

Security Deposit Rs. 5,000/-Rs. 25,000/-. Rs. 50,000/-.

2. In all cases where an existing contract is cancelled by the railway as a punitive measure, the Security Deposit shall be forfeited.

(N) Reserve Price of parcel space of Mail/Express trains :

Stipulations given below are equally applicable for fixing the reserve price of brake vans (SLRs), Parcel Vans (Parcel Vans) and Asstt. Guard cabins.

- Reserve Price shall be fixed by the Commercial department with vetting 1. from associate Finance, based on guidelines given below.
- 2. Reserve Price for leasing out full capacity of each compartment, meant for loading of parcels, may be fixed on the basis of following scales :

(i)	Raj dhani Expresses	-	Scale R
(ii)	Shat abdi Express and Mail/Express trains		
	notified for Premier Parcel Service (A6)	-	Scale P

- (iii) Other Mail/Expresses, summer/puja/holiday specials, newly introduced trains, all other special trains and ordinary passenger trains Scale S
- 3. In case of trains where the existing lease charges are different from the parcel rate, then the reserve price may be fixed at the Last Accepted Rate (LAR) at which the previous contract has been successfully operated for the entire duration of the contract period as indicated below.

(i)	Long t er m lease	-	successfully operated for 3 years.
(ii)	Medium t er m lease	-	successfully operated for 2 years.
(iii)	Short term lease	-	successfully operated for 1 year.
(iv)	Tempor ar y lease	-	successfully operated for 3 mont hs.

- 4. In cases where the existing lease contract has not been operated for the full duration as specified at item no. 3 above, then the LAR shall be the previous lease rate which has been successfully operated for the specified dur at ion.
- 5. For trains in which one 4 Tonne compartment of front SLR has already been leased out through tender and is in operation, the reserve price for the second 4 Tonne compartment of front SLR or one compartment of rear SLR by the same train shall be as per provisions stipulated in paras 2 to 4 above.
- 6. For day to day lease, the reserve price will be the parcel rate for that category of train, for the amount of parcel space leased out.
- 7. There will not be any 'escalation' element in the 'Reserve Price' for taking care of future budget ary increase in parcel rates.

- 8. In case of trains running daily, the reserve price will be fixed as the lumpsum parcel freight for 365 days in a year. In case of bi-weekly, tri-weekly trains etc., the reserve price will be fixed as the lumpsum parcel freight for 'X' days in a year, where 'X' denotes the number of trips of the train during the course of one year.
- 9. Following powers are delegated for accepting bids below the reserve price in case of SLRs/Asstt. Guard cabins only as the case may be.
 - (i) DRM 10% below reserve price.
 - (ii) CCM 15% below reserve price.
- 10. In case of leasing to/from intermediate stations, reserve price will be the parcel rate for that category of train for the distance covered.

(O) <u>Reserve Price for brake vans (SLRs)/Asstt. Guard cabins of unpopular trains</u> :

- 1. A mail/express train whose SLR compartments could not be leased out after one round of tendering due to no response will be termed as an unpopular train and its reserve price will be reduced.
- 2. The following matrix indicates the step by step reduction in reserve price after each round of unsuccessful tendering.

Round of tendering	Dur at ion	Reserve Price
1 st round	Long Term - 3 years	100%
2 nd r ound	Medium Term - 2 years.	50%
3 rd round	Short Term-1year.	25%

3. 3rd round of tendering should not be resorted to for trains categorized as 'Premium Parcel Service' and in case of no response in the 2nd round SLRs of these trains should be used for clearing parcel booked by railways or for day-to-day lease.

(P) <u>Reserve Price of Parcel Vans (Parcel Vans)</u> :

1. Reserve Price for Parcel Vans shall be decided as given below :

Type of service	Scale for Reserve Price
Mail/ Express trains not if ied for Premier Parcel Service in both directions	Scale-Pf or both directions.
Mail/ Express trains - Notified for Premier Parcel Service in one direction.	Scale-P in not if ied dir ect ion & Scale-S in the other direction.
Other Mail/Expresstrains, summer/puja/holiday specials, newly introduced trains, other special trains and ordinary passenger trains.	Scale – S in both directions.
Par cel Expresses.	Scale – P in bot h dir ect ions.

- 2. Parcel Vans to NF Railway which are leased out on single trip basis, the reserve price for outward journey towards NF Railway will be at 1.25 times the normal parcel freight for that category of train.
- 3. Parcel Vans from NF Railway which are leased out on single trip basis, the reserve price for return journey from NF Railway will be at 0.5 times the normal parcel freight for that category of train.
- 4. Reserve Price of VPRs will be 1.5 times the parcel rate for that category of train.
- 5. Reserve Price for leasing of Parcel Vans on round trip basis will be 1.5 times the normal round trip parcel rate for that category of train.
- 6. Above Reserve Prices stipulated in Paras 2, 3 and 5 will be applicable only for Long Term or Medium Term or Short Term Lease of 1 year or more. These rates will not be applicable for either Temporary Lease of 30 days or for Day-to-Day lease. For Temporary Lease or for Day-to-Day lease, the Reserve Price would continue to be the normal parcel rate

(Q) <u>Reserve Price of Asstt. Guard cabin</u>:

- 1. In case of Asstt. Guard cabin, the reserve price for leasing will be the parcel rate for 1 Tonne capacity as applicable to that category of train.
- 2. In case of trains where engine reversal is involved en-route, the reserve price for Asstt. Guard cabin will be 10% lower for each reversal involved during the trip. (Suppose there are 3 reversals involved during a train's entire journey, but the Asstt. Guard cabin is leased out for a portion which involves only 2 reversals, then the reserve price would be 80% of the parcel rate.)
- 3. A mail/express train whose Asstt. Guard cabin could not be leased out after one round of tendering due to no response will be termed as an unpopular train and its reserve price will be reduced in stages as given under para (O).

(R) <u>Schedule of Powers</u> :

1. Tender Committee for dealing with such tenders would be constituted as per the revised schedule of powers (SOP) for leasing contracts as detailed below. However, it is mentioned that these powers are specifically for leasing of parcel space only and will not be applicable for other earning contracts.

Value of contract	Level of Tender Committee	Accept ing Aut hor it y
UptoRs.2 Ors.	Senior Scale.	Sr.DCM
UptoRs.5Crs.	JAG.	ADRM
UptoRs.8 Crs.	JAG.	DRM.
>Rs. 8 Crs.	CCM/FM, FA&CAO/T, CPTM	CCM.

2. Correction Slip to circular no. 1 of Board's letter no. 99/TC(FM)/10/4 dated 23.10.2000 is being issued separately.

(S) Formation of Tender Committee :

- 1. In all cases, Tender Committee will consist of 3 members, one of whom will be from Commercial and the other from Accounts department. The 3rd member of the Tender Committee will be nominated by the accepting authority.
- 2. There will be a Standing Tender Committee for this purpose, and no fresh nomination of the Tender Committee will be required in each case unless the accepting authority changes one of the existing members by a specific order.
- 3. Briefing note for Tender Committee and comparative statements should be prepared and vetted by finance to facilitate the Tender Committee.

(T) <u>Invitation of tenders</u>:

- 1. Contracts for leasing out of parcel space in SLRs/Parcel Vans by passenger carrying trains will be awarded by inviting bids/offers through tenders by divisions/zonal Railways.
- 2. Divisions/ zonal railways should take timely action to call for fresh tenders at least 2 months before expiry of the existing contracts so that there is no revenue loss to the Railway.
- 3. To the extent possible, divisions/ zonal railways should call for tenders at the same time for all the available parcel space for leasing on a particular train i.e. both compartments of front SLR, one compartment of rear SLR and Asstt. Guard's cabin.
- 4. Efforts should be made to ensure that the work of inviting of leasing tenders is uniformly spread out throughout the year so that there is no bunching of large number of tenders at any one particular time, resulting in delay in finalization.
- 5. Divisions/ zonal railways will issue notification calling for tenders for leasing of parcel space in SLRs/ Parcel Vans in reputed national/regional newspapers in Hindi/ English/ Regional Language. Efforts should be made to display them on the relevant web sites also.
- 6. Cost of Tender Form for leasing out parcel space will be as follows :

	<u>Par cel Space</u>	Cost of Tender Form
(i)	Asstt. Guard cabin.	Rs. 100/ -
(ii)	4T SLR compart ment	Rs. 250/
(iii)	Par cel Van.	Rs. 1000/

- 7. Tender notification should be for a period of 30 days from the date of publication of notification.
- 8. The date and time of opening of tender should be specifically mentioned and must not be changed unless the day has been declared a holiday. In that case the tender would be opened on the next working day at the same time and at the same place.
- 9. While issuing notification calling for bids for leasing out parcel space in SLRs/Parcel Vans, reserve price of the parcel space must invariably be mentioned in the advertisement to avoid receipt of low and unworkable offer/bids.
- 10. Only regist ered lease holders can participate in the tender process.

- 11. Each applicant/participant, while submitting his tender bid, shall be required to produce proof of his registration as a lease holder with the division/zonal hdqrts. concerned by attaching a photocopy of his registration certificate.
- 12. Divisions/zonal railways on receipt of tenders (i.e. last date of the submission of tenders) will finalize the contract/tender and issue allotment letter to the successful bidder within a maximum period of 30 days. This should strictly be followed by all divisions/zonal railways in order to avoid loss of revenue.
- 13. Tender offer should be valid for a maximum of 90 days.

(U) <u>Method of determining highest bid</u>:

- 1. The highest bid will be determined on the basis of total value of earnings of fered by the prospective lease holder during the contract period.
- 2. In case separate tenders have been floated for two 4 Tonne compartments of front SLR of a particular train, then the two tenders can be finalized even if the highest bids in the two cases are different.

However, the difference between the two highest bids should be less than 15%.

(V) Failure of lease holder in fulfilling his obligations after having started loading :

- 1. If the lease holder fails to load leased SLR/VP on any day without any genuine reason and without prior permission of the Railway administration, the lumpsum freight for that day shall be forfeited.
- 2. If the lease holder after commencement of loading in leased SLR/Asstt. Guard cabin/VP fails to operate the contract continuously for 10 days without giving any notice, his contract will be cancelled and security deposit forfeited.
- 3. In case of three such failures within a period of 5 years, his registration will be cancelled along with other penalties mentioned under Para K (15).
- 4. If it is not feasible for the leaseholder to continue the contract due to fluctuation in the market or any unforeseen reason, lease holder can terminate the contract by giving 60 days notice to the Railway Administration. In such cases, security deposit will not be forfeited.

(W) Procedure for leasing parcel space on temporary basis for 30 days at a time :

- 1. Leasing of parcel space on a temporary basis is permitted only to registered lease holders.
- 2. Parcel space in SLRs/Asstt. Guard cabin by only those trains will be leased out on temporary basis which have not been leased out on either Long Term or Medium Term or Short Term basis despite three rounds of tendering. These may be leased out by divisions/zonal railways on temporary basis for 30 days.
- 3. These may be leased out and allotted to the lease holder by the zonal railways/ Divisions by calling quotations.
- 4. At the first instance when parcel space in a train is to be given on temporary basis, the same should be advertised in reputed national/regional newspapers in Hindi/English/Regional Language newspapers.

- 5. Thereafter for subsequent leasing of the same train on temporary basis, a notice should be displayed on the notice board in DRM office and Parcel office giving the train no, the existing rate of temporary lease and the due date when fresh bids would be opened.
- 6. Every originating train on a division (which has not been leased out on LT, MT or ST basis) will be allocated one day in a month when fresh bids for temporary lease of that train would be entertained.
- 7. Trains should be evenly spaced out so that there is no bunching on any one particular day of the month.
- 8. The venue, date and time of opening of quotations will be prefixed and no change in any case be done.
- 9. In case the nominated day happens to be a holiday, then the bids would be opened on the next working day.
- 10. Prospective lease holders who are desirous of taking temporary lease should put their bids in the nominated box, and lease holder whose bid is the highest compared to the current lease rate would be permitted to operate the lease for the next 30 days period.
- 11. For inviting quotations wide publicity at trains originating point may be done by issuing 'Quotation Notice' and displaying the same in the DRM office and Parcel office at least seven days in advance.
- 12. The details of availability of parcel space in the brake vans (SLRs)/Asstt. Guard's cabin may be given in the notice viz. train number, originatingterminating station, number of compartment available for lease etc.
- 13. Interested parties will submit their quotations in sealed cover which will be accepted and opened in presence of following concerned officer at notified date and time.
 - (i) Assist ant Commercial Manager.
 - (ii) Assist ant Divisional Finance Manager.
 - (iii) One member as not if ied.
 - (iv) Applicants or their authorized representatives.
- 14. The proceedings of opening of quotations will be prepared and signed by all the railway officers present at the time of opening of quotation.
- 15. No quotation will be accepted if it is not submitted by the applicants themselves or their authorized representatives.
- 16. The 'Security Deposit' in case of leasing contracts on temporary basis would be the same as laid down under para (M).
- 17. Allot ment letter will be issued within 72 hrs. from the date of opening of quot at ions. A brief and standard agreement will be signed between allottee and Railway.
- 18. The lease holder will have to start the loading within 3 days from the date of receipt of allot ment letter.
- 19. All other terms and conditions including collection of one-day advance freight etc. will be applicable.

(X) <u>Procedure for leasing of parcel space on day-to-day basis</u> :

1. Leasing of parcel space on a day-to-day basis is permissible only to registered lease holders.

- 2. Parcel space in SLRs/Asstt. Guard cabin by only those trains will be leased out on day-to-day basis which have not been leased out on either Long Term or Medium Term or Short Term or Temporary basis. These may be leased out by divisions/zonal railways on a day-to-day basis for a period not exceeding 10 days at a time.
- 3. A notice should be displayed on the notice board in DRM office and Parcel office giving the train number of those trains in which parcel space is available for being leased out on a day-to-day basis.
- 4. These may be leased out and allotted to the lease holder by divisions/ zonal railways without inviting tender on 'highest offer received' basis, subject to reserve price mentioned at para N (6).
- 5. This will be done at least 24 hrs. in advance of the departure date.
- 6. Prospective lease holders who are desirous of taking day-to-day lease should contact the ACM in the divisional hdqrts. and offer their bids.
- 7. Division will maintain a separate register in which separate pages will be allocated to each train.
- 8. Divisions/Zonal Railways will maintain a priority register for train-wise allot ment of parcel space in SLRs for day-to-day lease in the following format:
 - (i) S No.
 - (ii) Dat e/ Time of application
 - (iii) Name of party.
 - (iv) Train No.
 - (v) Amount of parcel space.
 - (vi) Parcel rate.
 - (vii) Of f er ed r at e.
 - (viii) Day of lease.
 - (ix) Signature of party.
 - (x) Signature of ACM.
 - (xi) Remarks.
- 9. Lumpsum leased freight for the leased portion will be colleted one day in advance.

(Y) <u>I dentity Cards/ Labour Platform Permits/ Vehicle Pass etc.</u> :

- 1. Divisions/ zonal railways will issue laminated Photo I dentity Cards to all registered lease holders for purpose of their identification in station premises. These will be duly signed by the ACM and shall be valid for 1 year only. On expiry the same will be reissued annually.
- 2. Laminated Photo I dentity Cards will also be issued to 3 authorized representatives of all registered lease holders having validity of 1 year, duly signed by the ACM. On expiry the same will be reissued annually.
- 3. Lease holder in turn will issue laminated photo identity cards to each of his labour, duly signed by the lease holder himself. Labourer's photo identity card will contain the labourer's full details including his residential address.

- 4. To facilitate as also to regulate loading/unloading operation from/to leased parcel space, divisions/zonal railways will issue free Platform Permit(s) to the Leaseholder for his labourers.
- 5. A maximum of 8 (eight) labourers may be allowed to handle loading/unloading operation of a 4 Tonnes compartment of leased SLR. For this purpose for each 4 Tonne SLR, 8, numbered, Labour Platform Permits will be issued to each lease holder for leases that he is operating.

In case of Asstt. Guard compartment, maximum of 2 (two) labourers may be allowed.

- 6. Numbered laminated platform permits will be issued by the Station Superintendent for leasing contracts operating from his station.
- 7. Numbered laminated labour platform permits issued to lease holders will be valid for the duration of the contract of that particular lease holder.
- 8. Labour ers will be permitted to enter the platform area on production of **both** of the following :
 - (i) Number ed Labour Plat for m Per mit issued by the railway administ ration, and
 - (ii) Phot o I dent it y Card issued by the Regist ered Lease Holder.
- 9. Checking of labourers should not be resorted to while loading/unloading is in progress and such checks should only be conducted after its completion.
- 10. Each lease holder may be given entry pass for 2 vehicles for each 4 Tonne of SLR space. These will be issued by the Station Superintendent and will be valid for 1 year. On expiry the same will be renewed annually.
- 11. There will be no restriction on the number of packages to be loaded in any one vehicle.

(Z) Grant of leave to lease holder :

- 1. The provisions contained under this item are applicable to trains which have been leased out for Long Term or Medium Term basis or Short Term basis.
- 2. Divisions/ zonal railways may exempt the lease holder to load leased SLRs/ Parcel Vans by granting a maximum of 1 (one) day's leave per month (for 30 days operation).
- 3. In case of weekly/bi-weekly trains the leave would be granted at the rate of 1 day for 30 trips of the train.
- 4. This leave may be availed by the lease holder as per his choice of national holidays like 15th August, 26th J anuary, 2nd Oct ober or regional f estivals such as Holi, Diwali, Bihu, Pongal et c.
- 5. In all such cases, adjustment in lumpsum leased freight may be allowed for subsequent / future loading by the same leaseholder at the station it self.
- 6. This leave can be accumulated and be availed of at one time also. For example, a lease holder in Maharashtra can accumulate 4 days leave during 4 months and avail of the same during 4 consecutive days of Ganesh Chaturthi.
- 7. At the end of each year, accumulated leave would lapse, and balance leave at the start of next year would start from zero.
- 8. Lease holder if he so desires can also avail of 1 day non loading per week by depositing 15% of the lumpsum leased freight rate. However, such notice of non loading must be given at the station, at least 48 hrs. before the

departure of the train. On such days divisions can either clear their railway booked parcels by these trains or else lease out the SLRs on day-to-day basis in case of demand.

9. In addition to above leave, lease holder if he so desires can also avail more number of days of non – loading by depositing 30% of the lumpsum leased freight rate. However, such notice of additional days of non – loading must be given at the station, at least 48 hrs. before the departure of the train. On such days divisions can either clear their railway booked parcels by these trains or else lease out the SLRs on day-to-day basis in case of demand.

(AA) <u>Payment of lumpsum leased freight</u> :

- 1. Pre-payment of lumpsum leased freight is compulsory under the scheme irrespective of partial/non-utilization of leased parcel space by the leaseholder, except in case of leave as mentioned under Para (Z).
- 2. Lumpsum leased freight charges will be calculated as per the lumpsum rate fixed from lease originating to lease terminating station for full parcel space leased out irrespective of its actual utilization.
- At the first instance lumpsum leased freight will be collected for 6 days for 4 Tonne SLR compartment & Asstt. Guard cabin.
- 4. Thereafter in case of 4 Tonne SLR compartment & Asstt. Guard cabin, lumpsum leased freight for 5 days at a time will be collected after every 5 days so that minimum 1 day reserve remains with the railways.
- 5. At the end of the contract period the lumpsum leased freight for the last 5 days will be collected for 4 days only and 1 day's reserve lumpsum leased freight will be adjusted accordingly.
- 6. In case of SLRs/Asstt. Guard cabin of trains which are not running on a daily basis (weekly/bi-weekly/tri-weekly etc.) lease holder will be required to pay the lumpsum leased freight for 4 trips of the train in the first instance.
- 7. Thereafter in case of 4 Tonne SLR compartment & Asstt. Guard cabin, lumpsum leased freight for 3 trips of the train will be collected after every 3 trips so that minimum 1 trip reserve remains with the railways.
- 8. At the end of the contract period the lumpsum leased freight for last 3 trips will be collected for 2 trips only and 1 trip's reserve lumpsum leased freight will be adjusted accordingly.
- 9. In case of Parcel Vans, at the first instance lumpsum leased freight for the leased parcel van will be collected for 3 days/trips.
- 10. Thereafter in case of Parcel Vans, lumpsum leased freight for 2 days/trips at a time will be collected after every 2 days/trips so that minimum 1 day/trip reserve of lumpsum leased freight remains with the railways.
- 11. At the end of the contract period the lumpsum leased freight for last 2 days/trips will be collected for 1 day/trip only and 1 day's/trip's reserve of lumpsum leased freight will be adjusted accordingly.
- 12. Details of collection of advance lumpsum leased freight should be given in the Money Receipt itself indicating the following :
 - (i) Name of lease holder.
 - (ii) Train No.
 - (iii) Capacity of parcel space leased out.

(iv) From ___/ ___ to ___/ ___ (bot h days inclusive).

- 13. Leaseholder shall be liable to produce clear photo copies of the money receipt as documentary proof in regard to payment of lumpsum leased freight for leased SLR of a particular day at any time while transporting his consignment.
- 14. If lease holder fails to load leased parcel space on any specific day without prior permission of railway administration, the lumpsum leased freight of that day shall be forfeited.
- 15. The surcharge leviable for bulky articles will not be applicable under the scheme as handling/loading/unloading is done by the leaseholder.
- 16. For parcel space leased out on round trip basis, 50% of the agreed upon lumpsum leased freight charges would be deposited at each end.

(BB) <u>Procedure for preparation of manifest by lease holder</u> :

- 1. No Railway Receipt will be issued by railway for consignments being transported in leased parcel space.
- 2. Only 'Money Receipt' will be issued to leaseholders for the amount of advance lumpsum leased freight deposited for entire capacity of leased parcel space from lease originating to lease terminating station indicating full particulars as detailed under para AA (12).
- 3. Leaseholder shall be required to prepare detailed 'Manifest' (format given in Annexure -3) for consignment being transported by him.
- 4. 'Manifest' will mention full particulars of train no., date, details of leased space, details of payment of lumpsum leased freight, Money Receipt number etc.
- 5. Manifest will be prepared for each combination of loading & unloading station indicating station-wise details of number of consignments loaded in the leased parcel space. For example for 2312 Dn Kalka Mail, separate set of manifests will be prepared for
 - (i) Delhi Aligarh,
 - (ii) Delhi Kanpur,
 - (iii) Delhi Allahabad,
 - (iv) Delhi Gaya,
 - (v) Delhi Dhanbad, et c.
- 6. Each 'Manif est' will be prepared in 4 copies to be used as follows :
 - (i) 1st copy to be retained by the lease holder as his 'record'.
 - (ii) 2nd copy to be retained by parcel of fice of loading station as 'record'.
 - (iii) 3rd and 4th copies will be kept in the leased parcel space near the door, preferably in a transparent polythene folder/bag.
 - (iv) 3rd copy to be retained by parcel office of unloading station as 'record'.
 - (v) 4th copy to be returned back to the lease holder signed and stamped by the parcel staff of the unloading station. This will serve as an authority to remove consignments at destination station.
- 7. All the copies of each 'Manifest' will be signed by leaseholder or his authorized representative.

- 8. All the copies of 'Manif est' will be signed and stamped by the parcel staff of originating station who will retain the 2nd copy as 'record' and return the other copies to the lease holder.
- 9. 2nd copy of the manifest must be submitted at the parcel of fice by the lease holder or his representative before starting loading in the leased compartment.
- 10. Representative of the leaseholder shall be authorized to takeover and remove consignments from station premises on the basis of the 4th copy of 'Manifest' duly signed and stamped by the parcel staff of unloading station. This will be treated as an authority to take delivery and remove the consignments from railway station.
- 11. Loading/ unloading will not be supervised by railway st af f.
- 12. The Leaseholder shall be prima-facie responsible for correctness of entries made in 'Manifest' as well as actual number of consignments physically loaded/ available in the leased SLR.

However, there would not be any penalty for minor variation of up to 3% in the number of packages as long as the overall weight remains within the permissible limit. (For example, if the manifest mentions a total of 250 packages and actually there are 258, no penalty would be charged as along as the total weight does not exceed.)

- 13. It will be the responsibility of the leaseholder to ensure that the total weight of consignments loaded in the parcel space is not beyond the permissible carrying capacity of space leased out to him.
- 14. Penalty for overloading have been detailed under para (HH) of these instructions.

(CC) Loading/Unloading at originating and intermediate stations :

- 1. Loading/ unloading of parcels at all stations will be carried out by leaseholder.
- 2. Leaseholder shall complete loading/unloading operation within 30 minutes at originating and destination stations.
- 3. Leaseholder shall padlock the brake van 5 (five) minutes before scheduled departure of train so that railway staff can complete other formalities including sealing of brake van (SLR).
- 4. Detention of train on account of loading/unlading of parcels in leased SLR should, in no case, be allowed.
- 5. Lease holder will be permitted to load/unload at all intermediate stations where stoppage of the train is 5" or more.
- 6. For such loading/unloading at intermediate stations no separate permission or 'No Objection Certificate' will be required to be obtained from the controlling division of that intermediate station. However, the lease holder must inform the Station Superintendent of that intermediate station in writing that he intends to load/unload from his station by that particular train.
- 7. In case of leasing of SLRs of ordinary passenger trains, the leaseholder shall be permitted to load/unload the parcels from/to all intermediate stations coming in the way of the journey of that ordinary passenger train irrespective of the stoppage time of trains at that station(s).

- 8. In case of ordinary passenger trains, apart from parcels, even bulk commodities of freight traffic are permitted to be carried by these leased SLRs. Commodities would comprise of either bagged consignment (food grain, cement, fertilizer etc.) or packaged consignment. Loose consignments such as coal, sand etc. would not be permitted.
- 9. Lease holder shall complete his loading/unloading operation in the leased SLR/Asstt. Guard cabin/VP within the scheduled stoppage time of the train at that intermediate station. In no case shall detention to a train be permitted at intermediate station on account of loading/unloading of parcels by the leaseholder.
- 10. In case detention to a train beyond the scheduled stoppage takes place on account of loading/unloading by the lease holder, a fine of Rs. 500/- shall be imposed for each such occasion.

(DD) Stacking/ Removal of consignments on/ from platforms :

- 1. At all train originating stations, lease holder can stack his consignments 2 hours before the scheduled departure of the train in case of leased SLRs, and 3 hrs. in case of leased VPs.
- 2. In case of early morning trains leaving before 6.00 hrs. lease holder may stack his consignments after 22.00 hrs. and keep them overnight at the platform to the extant permissible only at the originating station.
- 3. Similarly, at train terminating stations, lease holder must remove his consignments within a maximum of 2 hours after the actual arrival of the train in case of leased SLRs, and 3 hrs. in case of leased VPs.
- 4. In case of late night trains arriving after 22.00 hrs. lease holder may stack his consignments overnight at the platform up to 6.00 hrs. to the extant permissible only at the train terminating station.
- 5. At all intermediate stopping stations en-route where loading/unloading is to be carried out, lease holder can stack his consignments 1 hour before the scheduled departure of the train in case of leased SLRs/Parcel Vans. No separate permission would be required for this.
- 6. In cases where clearance from Excise Officials is required for removing the consignment from the platform, extra stacking time may be permitted which should be 1 hour after the opening of Excise office.
- 7. Parcels awaiting loading at originating station or awaiting removal at destination station should be so arranged/stacked so as not to cause any inconvenience in the free movement of the traveling passengers.

(EE) <u>Placement / Withdrawal of Rakes on/ from platforms</u> :

- At all train originating stations, empty coaching rakes must be placed at least ¹/₂ hour before the scheduled departure of the train. In case of late placement of rakes, the scheduled departure of the train should be suitably delayed so that at least 20" loading time is available in case of leased SLRs.
- 2. Similarly, at all train terminating stations, empty coaching rakes must be withdrawn at least ½ hour after the actual arrival of the train.

- 3. Normally the nominated platform for an originating train should not be changed at short notice except in an emergency resulting in non-utilization of parcel space by the lease holder.
- 4. Similarly at intermediate stations, where loading/unloading is to be carried out by the lease holder, the platform nominations should not normally be changed except in an emergency.
- 5. In both the above cases, even if such a change is required in an emergency, the train should be placed/received on the adjoining platform face of an island platform so that the stacked consignment can be loaded without any difficulty.
- 6. In all cases TXR fitness must be given before placement of rake on the platform and before commencement of loading.
- 7. In all cases where TXR marks a brake van (SLR/VP) as damaged for any reason, a written memo must be given.

(FF) Adjustment advance lumpsum leased freight paid due to non - loading of SLR/VP

- 1. Railways should ensure that the space leased out is made available without fail to the leaseholder (s).
- 2. In following cases mentioned at paras 4 and 5 below, where non-loading of parcel space by lease holder is not due to lease holder's fault, lumpsum leased freight charges of that day deposited in advance may be adjusted against the next payment due and one day's/trip's less lumpsum leased freight charges collected accordingly. In case the day happens to be in the last period of the lease contract, then the advance lumpsum leased freight paid may be adjusted against the advance lumpsum leased freight paid that station. In case the advance lumpsum leased freight cannot be adjusted in this manner, then the same may be granted as a refund.
- 3. In such cases, reasons mentioned under paras 4 and 5 must be certified by the multi-disciplinary team mentioned under para (GG).
- 4. When the leased space is not made available by the Railways due to unavoidable circumstances including one of the following :
 - (i) damage to inside walls of SLR due to theft during previous trip,
 - (ii) breakage of floor,
 - (iii) non-availability of front SLR,
 - (iv) SLR sealed through to destination by railway staff at originating station,
 - (v) carriage of dead body in SLR compartment, (see para 6 below),
 - (vi) change of platform at the last moment,
 - (vii) restriction to bring parcels on platform due to security arrangements for VVI P movement, import ant functions etc.,
 - (viii) agit at ion/strike by railway st af f, et c.
- 5. When the lease holder is not able to load the parcel space due to unavoidable circumstances including one of the following :
 - (i) Public agit at ion,
 - (ii) Bandh, et c.

- 6. Normally dead body should not be carried in the brake van (SLR) and as far as possible these should be loaded in the Asstt. Guard cabin of front SLR of those trains which have not been leased. If no such train is available, then the dead body should be loaded in the Asstt. Guard cabin of a leased train and the lease holder granted lumpsum leased freight adjustment for one day's non-loading.
- 7. In all other cases, if the leaseholder fails to load the SLR, advance lumpsum leased freight collected, will be forfeited.
- 8. If the lease holder has a genuine reason for not loading on that day he may prefer a claim for refund which will be dealt with on merits.

(GG) <u>Multi – Disciplinary team for dealing with lease holders :</u>

- 1. In order to provide single window and customer friendly service to lease holders in the DRM office, a special cell should be created in each DRM office for dealing with leasing cases and lease holders.
- 2. Hand picked staff of outstanding track record and having impeccable integrity must be posted in these cells for dealing with lease holders.
- 3. A complaint register will be opened in the Commercial department where lease holders can record their grievances and complaints of harassment, if any. Staff of the special cell against whom repeated complaints are entered in the register should be shifted immediately.
- 4. In order to provide single window and customer friendly service to lease holders at the station, multi-disciplinary teams will be deputed in each shift at major passenger terminals from where large number of trains originate/terminate.
- 5. No. of teams per shift will depend on number of platforms, number of trains arriving/departing etc.
- 6. Teams will comprise of represent at ives from following departments :
 - (i) Commercial department Parcel staff Team Leader.
 - (ii) Mechanical department -TXR st af f.
 - (iii) Security department RPF st af f.
- 7. Only members of the multi-disciplinary team will interact with lease holders for solving all their lease related problems and provide a single window clearance to them instead of making them run from pillar to post for solving their grievances.
- 8. All checks and certifications regarding leased parcel space whether pertaining to over loading, or damage to walls of the brake van etc. will be undertaken only by members of the multi-disciplinary team.
- 9. Names of team members will be prominently displayed on each platform.
- 10. In case complaints of har assment are received against any particular member of a team he should be replaced.

(HH) <u>Helpline</u> :

1. In order to provide immediate help to a lease holder in an emergency, each division will get a help line activated for solving their day-to-day problems.

- 2. The telephone number of the helpline will be that of the Commercial Controller in the Divisional Control Office who will be instructed to note down complaints in a register and take necessary corrective action.
- 3. Divisional Commercial officers will scrutinize this register daily and take note of the type of complaints received and their rectification. The emphasis should be more on problem solving and system improvements in order to ensure that these do not recur rather than on fault finding and fixing responsibility.

(II) <u>Overloading</u>:

Railway's objective should be to penalize deliberate defaulters rather than make life difficult for everybody. For achieving this purpose Railway's will ensure that lease holders do not resort to deliberate overloading, while at the same time permitting some amount of flexibility to lease holders for genuine errors of judgment. Normally railways will operate on the principle of 'customer is always right' and as such neither individual packages nor the entire consignment of a lease holder will be weighed as a matter of course. However, sample checks will be carried out from time to time in order to ensure that unscrupulous people do not try to take advantage of this liberal policy and indulge in deliberate over loading with a view to defraud the railways.

- 1. Weight of each individual package is not required to be mentioned on the package. Only the total weight of consignment in the SLR/VP would be checked.
- 2. In case of Asstt. Guard cabin the total weight of consignment as also the weight of individual package must be within the specified limits. The total weight of consignment must not exceed 1 Tonne and the weight of individual packages must be less than 25 Kgs.
- 3. There would not be any penalty for variation in the number of packages as long as the overall weight remains within the permissible limit. (For example, if the manifest states 250 packages and actually there are 253, no penalty would be charged as along as the total weight does not exceed the prescribed limit.)
- 4. In a SLR, weight of the consignment should be checked for each 4 Tonne compartment separately, and it must be within permissible limits for each compartment. Under loading in one 4 Tonne compartment will not mean that the other 4 Tonne compartment can be over loaded. In all such cases, the over loaded compartment will attract penalty as mentioned below.
- 5. Toler ances provided for as also penalty for overloading of entire consignment in 4 Tonne SLR compartment, 1 Tonne Asstt. Guard cabin or Parcel Van will be as follows :

	<u>Over loading</u>	<u>Charge/Penalty</u>
(i)	Upto3%	Normal lumpsum leased freight for the excess
		weight only, no penalty.
(ii)	>3% up t o 5%	Normal lumpsum leased freight for the excess
		weight as freight charges. Penalty of 6 times
		Rajdhani freight for the entire amount of
		excess weight.

- (iii) >5%
 (a) Normal lumpsum leased freight for the excess weight as freight charges. Penalty of 6 times Rajdhani freight for the entire amount of excess weight + Rs. 5000 for each of first 3 occasions.
 - (b) Cancellation of lease for 4th default in addition to penalty as mentioned at (a) above.
- 6. The 6 times Raj dhani lumpsum leased freight mentioned in item no. 5 above will be charged for the entire excess weight from origin to destination irrespective of the point where such over loading was detected.
- 7. In case a consignment is found to be overloaded by more than 5%, then the excess weight would be off loaded at the point of detection and lease holder will have to take delivery of this part consignment on as is where is basis.
- 8. Railway will not be responsible for any damage, deterioration or loss to the excess consignment due to of f loading short of destination.
- 9. In case of overloading of more than 10%, each slab of 5% or part thereof would be counted as a separate violation. (For example overloading of 13% would be counted as 2 violations of more than 5% and penalty charged accordingly)
- 10. In case any package in Asstt. Guard cabin is more than 25 Kgs. in weight, then tolerances provided for as also penalty for excess weight will be as follows:

	Excess weight	<u>ght</u>	<u>Char ge/ Penalt y</u>			
(i)	Upto3Kg.		No penalt y.			
(ii)	3 Kgto5 Kgs.		6 times Rajdhani freight for that particular packet.			
(iii)	>5 Kgs.	(a)	6 times Rajdhani freight for that particular packet + Rs. 5000 for each of first 3 occasions.			
		(b)	Cancellation of lease for 4 th default in addition to penalty as mentioned at (a) above.			

- 11. In case of excess weight of more than 10 Kgs., each slab of 5 Kgs. or part thereof would be counted as a separate violation. (For example excess weight of 13 Kgs. would be counted as 2 violations of more than 5 Kgs. and penalty charged accordingly)
- 12. In case a consignment is found to be excess weight by more than 5 Kgs, then the particular packet would be off loaded at the point of detection and lease holder will have to take delivery of this part consignment on a as is where is basis.
- 13. Railway will not be responsible for any damage, deterioration or loss to the over weight consignment due to of f loading short of destination.
- 14. In case leased consignments are detained by railway authorities for weighment purpose, no wharf age would be charged.
- 15. Division where such excess weight is detected would communicate to the lease allotting division/railway which in turn will take necessary action like termination of lease, cancellation of registration etc.

16. In case of cancellation of lease on account of overloading for 2 separate contracts (minimum of 8 violations in all), registration of the lease holder would also be cancelled as mentioned under para (K 15).

(JJ) Over carriage of consignments in leased SLR :

- 1. Lease holder shall be responsible for unloading his consignment from the leased SLR/Asstt. Guard cabin/VP at the station where his lease terminates.
- 2. If the lease holder fails to unload his consignment from the leased SLR at the intermediate station where his lease terminates, then the normal parcel freight from the lease terminating station to the station of over carriage and back shall be charged.
- 3. If the lease holder takes delivery of this over-carried consignment at the destination station, then normal parcel freight from the unloading station to the station of over carriage shall be charged.
- 4. However, no charges will be levied in case packages of one station are over carried/unloaded short of destination at another station by mistake, provided all such stations are between the lease originating to the lease terminating station. (For example, in case of lease contract between New Delhi – Chennai, no charges would be leviable in case packages of Agra get over carried to Bhopal or packages of Chennai get unloaded short of destination at Nagpur by mistake.)
- 5. When the lease holder fails to unload his consignment from the leased SLR at the intermediate station where his lease terminates due to Railway's operational reasons such as termination of train short of destination in case of accident, floods, breach of line, interruption of traffic or any other operational reason no extra freight or penalty will be charged.
- 6. When the lease holder fails to unload his consignment from the leased SLR at intermediate station where his lease terminates due to failure to open doors of SLR then the lease holder will be permitted to unload his consignment at the next station or in the opposite direction during the return trip. In all such circumstances, no extra freight or penalty will be charged.

(KK) <u>Claims Compensation</u> :

- 1. In case of leased consignments, Railway Administration shall not be responsible for claim/ compensation due to any reason.
- 2. Lease holder shall carry parcels/packages at his own risk and shall be responsible both to the railway and to the consignor/consignee for any loss, damage, destruction, deterioration and non-delivery of the parcels/ packages for any act of omission or commission on their part for parcels and it's contents loaded in the leased SLR.
- 3. Railway shall not be responsible for any loss, destruction, damage, deterioration or non delivery of goods arising from the following causes :
 - (i) Act of God.
 - (ii) Act of war.
 - (iii) Act of public enemies.
 - (iv) Restraint or seizure under legal process.

- (v) Orders or restrictions imposed by Central Government or States Government or by any officer or authority subordinate to the Central Government or a State Government authorized in this behalf.
- (vi) Fire, explosion or any unforeseen risk.
- (vii) Act or omission or negligence of the lease holder or consignor or consignee.
- (viii) Natural deterioration or wastage in bulk, or weight due to inherent defect, quality or vice of the goods.
- (ix) lat ent def ect.
- 4. Railway shall only be responsible to carry the SLR/VP from lease originating to lease terminating station with Railway seal and lock intact and shall not be responsible for the contents.
- 5. Brake Van will be padlocked by the leaseholder and sealed by the railway as well.
- (LL) <u>Theft</u>:
 - 1. Loading will not be supervised by Railway Staff at loading station. If both Railway's seals and padlocks are in intact condition, Railway shall not be responsible in any way unless there is a specific sign of theft e.g. cutting of the side wall of the SLR.
 - 2. However, if railway seals as well as padlocks of any of the doors of the leased SLR are found tampered with, or in case of damage to the inside walls of the brake van where it is apparent that theft has taken place First I nf or mation Report (FI R) will be lodged with the GRP and a copy of the same will be given to the lease holder.
 - 3. This FIR can be lodged either at the destination or at any stopping station enroute where the theft is detected.
 - 4. In such cases, parcels from the leased SLR will be unloaded in the presence of CPS, RPF and the lease holder or his representative. Packages will be compared with the 'Manif est' i.e. list of packages accompanying the SLR.
 - 5. A certificate of discrepancies found will be prepared in triplicate and signed by CPS, RPF and the lease holder/his representative. A copy of the same would be handed over to the lease holder or his representative.
 - 6. Balance consignment available in the SLR will not be deposited with the RPF or GRP. Lease holder should be free to take delivery of the remaining portion of his consignment.

(MM) Extension of train/Increase in frequency of train :

- 1. In case a train in which parcel space has been leased out is extended beyond its initial originating station or beyond its initial destination station, then the procedure as detailed below should be followed.
- 2. The existing lease holder should be permitted to continue his lease between the pair of stations mentioned in his contract. It will be assumed that the lease is being operated to/from an intermediate station as the case may be.
- 3. The above arrangement should continue till the expiry of the contractual period in the normal course.

- 4. In case the lease holder is prepared to extend his lease to cover the newly extended portion also then the same may be extended and lumpsum leased freight charged should be increased on pro-rata basis as per his existing lease charges for the extra distance covered.
- 5. However, in case the existing lease holder is not prepared to extend his lease beyond the starting and terminating stations for which the contract has been executed then division/zonal railway will be at liberty to float fresh tenders for the newly extended portion.
- 6. In such a case it must be ensured that the period of lease for the newly extended portion is co-terminus with the current lease for the earlier run of the train, so that after expiry of the contract fresh lease can be given for the entire stretch from origin to destination.
- 7. In case of increase in frequency of weekly/bi-weekly/tri-weekly trains, the current lease may be extended for the same lease holder in case he is willing for the same at the existing lumpsum leased freight rate, for the increased number of trips.
- 8. However, in case the existing lease holder is not prepared to extend his lease beyond the current number of trips of the train, then division/zonal railway will be at liberty to float fresh tenders for the increased number of trips.
- 9. In this case also it must be ensured that the period of lease for the increased frequency is co-terminus with the current lease for the earlier number of days so that after expiry of the contract fresh lease can be given for all the days combined.

(NN) <u>Powers to relax certain conditions of the scheme</u> :

- 1. Zonal Railways, in exceptional cases, with the personal approval of Chief Commercial Manager, may relax some of the conditions which have only local bearing and have no financial implications.
- 2. These include issues related to loading/unloading problems, relaxation in the stacking time on account of restriction imposed by local municipal administration on road movement for particular peak period, issuance of platforms permits for more labourers etc.

(OO) Other terms and conditions of the scheme :

- 1. Lease holder shall be solely responsible for canvassing, acceptance, booking, handling, documentation and delivery of the parcel/packages both at originating and destination stations.
- 2. Brake Van will be padlocked by the lease holder. In addition to the above padlocking, the brake van shall be sealed by the railway.
- 3. Lease holder shall load only such commodities which are permissible to be booked as 'Parcel', under prescribed Railway Rules.
- 4. Commodities listed in Red Tariff, offensive, contraband, dangerous, explosive and any other commodities which are prohibited by the Railway or banned by the Civil Authorities from time to time shall in no case be allowed to be loaded in the leased SLR/VP.
- 5. If such articles are found to have been loaded in leased SLR/VP, in contravention of the above para, a fine of Rs. 10,000/- shall be imposed on the lease holder. In addition to above, his registration may also be cancelled as per para K (15) depending on the seriousness of the offence.
- 6. In addition to above, in case of serious violation, lease holder will also be liable for prosecution as provided for under Indian Railway Act 1989.
- 7. Lease holder shall also be liable for any loss, injury or damage which may be caused by reason of bringing such offensive goods on the train as per provisions of Indian Railway Act 1989.
- 8. In case of false declaration of any commodity, the lease holder and owner of the goods shall be punishable under section 163 of I ndian Railway Act 1989.
- 9. 'Percentage Charges' shall not be realized from the lease holder. However, claims will be settled on merits of the case under railway rules applicable to consignments booked at owner risk after verification of records but in no case it shall exceed Rs.50/- per Kg. of the weight of such goods. The Railway may call upon the lease holder to prove the deficiencies by documentary evidence and such other documents as may be deemed necessary before admitting any claim.
- 10. Any damage caused to the Brake Van or to the platform or any other Railway property while handling parcels/packages by the lease holder or their agent at booking or destination station, will be made good to the railway by the lease holder. The assessment of damage made by the railway will be final.
- 11. The Railway shall reserve the right to open the padlock and seals to transship the parcels/packages of the leased Brake Van in unavoidable circumstances like accidents, strike, hot axle etc.

- 12. The Railway and other concerned departments shall reserve the right to check the contents of the packages at any time to see that no dangerous, explosive, of fensive, contraband or any other banned articles are loaded.
- 13. Some space within station premises should be earmarked by divisions/zonal railways for use of lease holders for (i) stacking their consignments and (ii) keeping their trolleys.

ANNEXURE - 1

Registration of Lease Holders

- 1. Name of applicant
- 2. Address (Copy of proof of residence)
- 3. Fir m's/ Company's/ Societ y's name :
- 4. Nat ure of applicant : Whet her individual/firm/company/society
- 5. Details of Registration of Firm/ Company/ Society :
- 6. Whether Partnership Firm :
- 7. Names and addresses of persons authorized to deal with Railway Authorities :
- 8. Locat ion of premises from where leasing work will be conducted :
 - (i) Address :
 - (ii) Area in Sq. Mts. :
 - (iii) If owned, proof of ownership of proposed premises :
 - (iv) If rented, particulars of rent paid and copy of lease deed :
- 9. Telephone Numbers :
 - (i) Office:
 - (ii) Residence :
 - (iii) Mobile :
- 10. Attested copy of PAN Card (either of proprietor or of the company):
- 11. Cat egory of Regist ration sought :
- 12. Photographs of lease holder and his authorized represent at ives.
- 13. Current business profile.

ANNEXURE - 2

Certificate of Registration for Lease Holders

This is to certify that M/S ______ (Name of company) having their registered office at ______ (Address of company) have registered themselves as Category "___" lease holder on _____ division (Name of division) of ______ railway (Name of zonal railway).

They have paid the required registration fee of Rs. _____ lakhs for the purpose of operating leasing contracts pertaining to brake vans/ parcel vans/ asst. guard cabins.

This registration will normally be valid for a 5 year period from $__/_/___$ to $__/_/____$ unless the registration is pre-maturely cancelled by the railway administration as a punitive measure for violating laid down terms and conditions of the contract.

Signat ur e of Sr. DCM/ DCM Name & Address

ANNEXURE - 3

Details of manifest to be submitted by lease holder

1. 3.	Name : Address :	2.	Telephone No. :	
4. 6.	Train No SLR :	5. 7.	Date of dispatch : Compartment :	
8.	Railway MR No.	9.	Dat ed :	
10.	Station From :	11.	Station To :	

GR No.	No. of packages.	Tot al weight	Consignor	Consignee	Pvt . Mar king