

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

No. 2013/TC(FM)/10/02.

Rail Bhavan, New Delhi - 110 001, dated 15.04.2014

**General Manager,**

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

**Sub: Modified policy guidelines on 'Comprehensive Parcel Leasing Policy'.  
Ref: Freight Marketing Circular No. 12 of 2006 and it's amendments issued from  
time-to-time.**

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1.0 The 'Comprehensive Parcel Leasing Policy' i.e. policy guidelines for leasing out of parcel space of the Assistant Guard's Cabin (AGC), Brakevans (SLRs) and Parcel Vans (VPHs/VPs/VPUs) was issued under Freight Marketing Circular No. 12 of 2006 vide Board's letter No. 2006/TC(FM)/10/1 dated 28.03.2006. Since then, a number of amendments have been issued in the various provisions of policy from time-to-time.

2.0 With a view to enable the zonal railways to apply the rules of 'Comprehensive Parcel Leasing Policy' correctly without any confusion, the 'Comprehensive Parcel Leasing Policy' has been reviewed/ modified by amalgamating all the amendments issued so far under the scheme. A copy of the modified 'Comprehensive Parcel Leasing Policy' is enclosed herewith. The modified 'Comprehensive Parcel Leasing Policy' shall be in supersession of all previous instructions issued on the subject.

3.0 These instructions will come into force with immediate effect and shall be made applicable to all future tenders to be invited for leasing out of parcel space of the Assistant Guard's Cabin (AGC), Brakevans (SLRs) and Parcel Vans (VPHs/VPs/VPUs etc.). Accordingly, it's applicability shall be as under -

- (i) The cases, where tenders have been finalized and 'Letter of Allotment (LoA)' has been issued to the party by the Railway Administration prior to 1<sup>st</sup> May 2014, the leaseholder shall be allowed to operate the leasing contract as per policy guidelines prevailing at that time.
- (ii) The cases, where 'Letter of Allotment (LoA)' for award of leasing contract, has not been issued to the party before 1<sup>st</sup> May 2014, the Zonal Railways will cancel all such tenders and return the earnest money to the tenderers. Fresh tenders should be called for as per the revised reserve price as stipulated in para 42.1 of this circular.



4.0 The zonal railways are requested to go through the policy guidelines carefully and follow the policy guidelines contained therein strictly.

5.0 The zonal railways, before executing agreements for parcel leasing contracts, must ensure that necessary changes have been made in the agreement in accordance with the modified policy.

6.0 These instructions will come into force with immediate effect.

7.0 Please acknowledge receipt.

DA: As above.



( Rita Raj )

**Director Freight Marketing**

No. 2013/TC(FM)/10/2.

New Delhi, dated 15.04.2014

Copy forwarded to:

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



**for Financial Commissioner/Railways**

No. 2013/TC(FM)/10/2.

New Delhi, dated 15.04.2014

**Copy forwarded for information and necessary action to:**

1. The Chief Commercial Manager, All Indian Railways.
2. The Chief Operation Manager, All Indian Railways.
3. The Chief Passenger Traffic Manager, All Indian Railways.
4. The Chief Commercial Manager (FM), All Indian Railways.
5. MD/CCM, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot No.6, Sector 11, CBD Belapur, Navi Mumbai-400014.
6. Managing Director, Centre for Railway Information System (CRIS), Chanakyapuri, Near National Rail Museum, New Delhi.
7. CAO(PTS), Northern Railway, IRCA Building, New Delhi.
8. Director General, Railway Staff College, Vadodara.
9. Director, Indian Railways Institute of Transport Management (IRITM), Manak Nagar, Lucknow.
10. MT, FC, AM(Traffic), AM(C), AM(Mech), Adv.(F), Adv.(Vig), EDF(C), EDME(Chg.), EDTC(R), ED(Chg.), EDPM, ED(PG), EDV(T), DF(C), Dir.(Punct.)/Railway Board for information please.



( Rita Raj )

**Director Freight Marketing**

**I. General guidelines for leasing of parcel space**

**1.0 Applicability of the scheme**

1.1 Under the scheme, parcel space of the Assistant Guard's Cabin (AGCs), compartments of Brakevans (SLRs), and Parcel Vans (VPHs/VPs/VPU/ VPRs etc) will be leased out by the divisions/ zonal railways to the private parties (registered leaseholders) for the transportation of parcel traffic.

**2.0 Categorization of service:**

2.1 Categorization of train/ service will be notified separately for Up and Down directions of the train by the zonal railway concerned on which the Up or Down train originates.

**3.0 Eligibility**

3.1 The participant must be a registered lease holder at the concerned division or zonal railway head quarter where tender is floated. Only registered lease holders shall be eligible to participate in parcel leasing tenders.

3.2 Any person or cargo operator or transporter having Indian citizenship, or any agency or company registered in India or manufacturer company of Joint Venture company registered under Company's Act, is eligible to get him/them registered under the scheme.

The annual turnover of the business of the applicant/firm/company, who applies for registration for leaseholder under the scheme, shall have the business to the following extent –

Category	For participation in tenders of	Annual turnover
'A'	Asstt. Guard cabins, SLRs & VPs.	Rs. 02 crores
'B'	Asstt. Guard cabins & SLRs.	Rs. 50 lakhs
'C'	Asstt. Guard cabins.	Rs. 10 lakhs

He shall be required to furnish the Audited Balance Sheet of the last Financial year (at the time of opening of tender) in support of above.

3.3 City Booking Agency and out agency shall not be eligible to participate under these contracts.

**4.0 Registration of Lease Holders**

4.1 Each division/zonal railway after scrutinizing credentials of each applicant, shall maintain an approved list of registered leaseholders with a view to avoid counterfeit participants and fly-by-night operators.

4.2 Prospective lease holders will be required to get themselves registered with concerned division/zonal railway head quarter 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.

4.3 Registration will be done division-wise/ zone-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 railway head

quarter, then he must get himself registered separately at zonal hdqrts.

For participation in the tenders floated for leasing of Parcel Vans (VPs) on round trip basis, the registered leaseholders of any division/ zonal railways (i.e. originating or destination station) can participate in the tenders. There will be no need to get him/them registered at the other-end.

- 4.4 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.
- 4.5 For Registration, the applicant/ 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.
- 4.6 Normally a division/zonal railway should verify all relevant documents submitted by the lease holder within a period of one month on submission of application.
- 4.7 In case of incomplete information or 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.
- 4.8 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 4.10 below.
- 4.9 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 Certificate of Registration is given at Annexure – 2.
- 4.10 Along with the Certificate of Registration, leaseholder will also be provided with a Photo Identity Card duly signed by the ACM.
- 4.11 There will be three categories of Registration, namely 'A', 'B', and 'C'. Details are as follows :

Category	Registration Fee	Parcel space permissible
'A'	Rs. 1,00,000/-	Asstt. Guard cabins, SLRs & VPs.
'B'	Rs. 50,000/-	Asstt. Guard cabins & SLRs.
'C'	Rs. 25,000/-	Asstt. Guard cabins.

The Registration fee shall be in the form of Demand Draft or Banker's Cheque. Railway Administration will not pay any interest on this amount.

- 4.12 It is for the lease holder to decide under which category he wishes to get himself registered depending on the type of lease he wishes to participate in.
- 4.13 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).
- 4.14 Lease holders registered in category 'A' will be eligible to participate in all leasing tenders.
- 4.15 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.

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In case of cancellation of registration and thereby forfeiture of registration fee, all his existing leasing contracts being operated from that division/ zone would also be terminated/cancelled by forfeiting the 'Security/ Performance Deposit'.

In addition to cancellation, such a lease holder/firm would be debarred from fresh registration for a period of five (5) years. All the zonal railway should be informed the name of firm who has been debarred. Fresh registration will not be done by any of the zonal railways/divisions by the name of such firm/or leaseholder for a period of five years.

- 4.16 Appeal against 'cancellation of registration' or termination of lease contract(s) of the leaseholder will lie to Chief Commercial Manager of the zonal railways, who will decide the case at his own discretion on merits of the case.

Appeal should be filed by the leaseholder within 30 days from the date of termination of lease contract or cancellation of registration of the leaseholder, failing which fresh tenders will be called for.

After considering appeal of the leaseholder, if the competent authority decides to reinstate his registration, consequent upon the same, all his contracts (which were terminated as a punitive measure) will be restored. In such cases, 'Registration fee' as well as 'Security/ Performance Deposit', deposited earlier, shall continue.

- 4.17 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 in Para 4.15 above.
- 4.18 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. However, the leaseholder shall be required to deposit the difference in old and new registration fee, if any, at the time of renewal of registration.
- 4.19 The scheme for 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.
- 4.20 If a lease holder wishes to withdraw his registration from the scheme during validity period of his registration or applies for refund after expiry of his registration on completion of 5 years period, registration fee will be refunded in full, subject to (i) clearance of all Railway's dues; and (ii) no contract should be in operation of that applicant (leaseholder).
- 4.21 If Registration Certificate is lost, duplicate Registration Certificate can be issued by the same competent authority, who had issued earlier Registration Certificate after verification of claimant. For issuance of duplicate Registration Certificate, the claimant shall be required to pay 10% of the amount (Non-refundable) of registration fee alongwith application and has to enclose affidavit of the leaseholder.
- 4.22 If expiry of registration falls within the contractual period of any contract, the leaseholder shall be required to renew the registration well before expiry of registration.
- 4.23 After registration of leaseholder, whenever there is change in the name of firm or change in address or change in the premises of firm or change in ownership of firm, the leaseholder shall be required to inform the same immediately to the Railway Administration by providing necessary documents. If information is not provided to the Railway Administration by the leaseholder within one month period, his registration will be cancelled and registration fee will be forfeited.



4.24 The applicant, while submitting his tender/bid, shall be required to give declaration that his registration has not been cancelled earlier by any zonal railway/division on punitive measure and he/ his firm has not been debarred from entering into any new tender. The declaration shall be as under-

- (i) Whether the tenderer is already registered leaseholder in any Zonal Railway/ Divisions, if so, details thereof.
- (ii) Whether their Registration has been cancelled by any Zonal Railway/division, If so details thereof.
- (iii) Whether they have been debarred for fresh registration by any Division/ Zonal Railway, If so, details thereof.
- (iv) Whether any punitive action has been taken by any of the zonal railway/ division, if so the details thereof.
- (v) Whether any Railway's dues are pending against them at any Zonal Railway/Division.

4.25 If any information/declaration made by the leaseholder is found false at any stage before or after award of contract or deliberately defraud with the railways, his registration will be cancelled and registration fee will be forfeited. In addition to forfeiture of registration fee, all his existing leasing contracts being operated from that division would also be cancelled.

#### 5.0 **Earnest Money**

5.1 With a view to ensure that there is no loss of earnings in case of failure of highest bidder to start loading within the stipulated period on account of over bidding or failure of the leaseholder during the contractual period, each participant while submitting his tender shall be required to deposit "Earnest Money". The 'Earnest money' for different types of leasing contracts shall be as under:-

	Parcel Space to be leased out	Earnest Money	Mode of deposit of Earnest Money
(i)	Asstt. Guard Cabin (AGC)	Rs. 20,000/-	Banker Cheque or Bank Draft
(ii)	One compartment of Brakevans (SLR)	Rs. 1,00,000/-	
(iii)	Parcel Vans (VP)	Rs. 4 lakh	

5.2 After finalization of tender, earnest money of all unsuccessful bidders would be refunded. No interest shall be payable on earnest money.

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

#### 6.0 **'Security Deposit/Performance Guarantee'**

6.1 The 'Security Deposit/Performance Guarantee' specified for operating different types of parcel leasing contracts is as given below.

	Parcel Space to be leased out	Security Deposit/ Performance Guarantee	Minimum Amount	Mode of Security deposit
(i)	Asstt. Guard Cabin (AGC)	Amount equivalent to <b>10 (ten) days</b> lump sum leased freight (accepted rates) of the leased parcel space	Rs. 20,000/-	Bank Guarantee OR FDR
(ii)	One compartment of Brakevans (SLR)		Rs. 1 lakh	
(iii)	Parcel Vans (VP)	Amount equivalent to <b>5 (five) days</b> lump sum leased freight (accepted rates) of the leased parcel space	Rs. 4 lakh.	

Railway Administration will not pay any interest on this amount.

- 6.2 The Bank Guarantee/ FDR shall be valid for the period of contract + three months. Similarly, security deposit collected in cash shall be refunded only after three months after expiry of contract period.
- 6.3 It is the responsibility of destination station and intermediate station(s) to submit the report regarding outstanding due, if any, against the leaseholder, within a maximum period of 60 days, after completion of contractual period. If no report is received from the intermediate station(s) within 60 days after expiry of contract, it will be assumed that there is no amount outstanding against the leaseholder and the security deposit will be refunded by the concerned division/ zonal railway of originating station subject to observing other rules.
- 6.4 In case of failure of the highest bidder/allottee of the contract to start loading within the stipulated period on account of over bidding or failure of the leaseholder to continue the loading during the contractual period without giving notice to railway administration, the "Security Deposit/ Performance Guarantee" shall be forfeited.
- 6.5 In all cases where an existing contract is terminated by Railway administration as a punitive measure, the "Security Deposit/ Performance Guarantee" shall be forfeited.
- 6.6 "Security Deposit/Performance Guarantee" will be refunded by the Railway Administration in following circumstance –
- (i) after successful completion of contractual period; or
  - (ii) termination of contract by the leaseholder by giving 2 months advance notice; or
  - (iii) termination of contract by the railway administration on operational grounds.

In all such cases, refund of "Security Deposit/Performance Guarantee" shall be subject to clearance of all railway dues.

**7.0 Duration & Mode of leasing for contracts:**

7.1 **SLR/AGC** - For leasing of parcel space of the compartment of Brakevans (SLRs)/ Assistant Guard's Cabin (AGCs), there will be four types of lease, depending on the duration of the leasing contract. These are classified as follows:

	<b>Type of lease</b>	<b>Period of lease</b>	<b>Mode of lease</b>
(i)	Long term lease	3 years	Open tenders
(ii)	Short term lease	1 year	Open tenders
(iii)	Temporary lease	30 days at a time	Quotation basis
(iv)	Day to day lease	Maximum 10 days at a time	Quotation basis

The details guidelines are annexed as Part II (Para 39 to para 47) of this circular.

7.2 **Parcel Vans** - Parcel Vans (VPHs/VPs/VPU/VPRs etc.) shall be leased out on round trip basis, only on long term contracts through open tenders. Leasing of Parcel Vans is not permitted on short term, temporary or day-to-day basis. The details guidelines are annexed as Part III (Para 48 to para 52) of this circular.

**8.0 Extension of Leasing contract -**

8.1 No extension will be allowed to any of the parcel leasing contract. However, in case of expiry of contract period and non-finalization of new contract due to administrative delays, temporary extension can be granted by the CCM in case of only 'long term & short term contracts' till finalization of new tender or for a period of 3 months, whichever is earlier.

8.2 Divisions/zonal railways should take timely action to call for fresh tenders at least three months before the expiry of existing contracts.

**9.0 Reserve price for leasing of AGC, SLR & VPs**

- 9.1 Reserve price should be fixed by the zonal railways/ divisions concerned as per the guidelines stipulated (annexed) for each type of lease/service viz. AGC/SLR/VP.
- 9.2 Reserve Price shall be fixed by the Commercial department with vetting from associate Finance, based on guidelines for various types of lease.

**10.0 Escalation in lumpsum leased freight during contractual period**

- 10.1 Revision in lumpsum leased freight during contractual period - Budgetary or any other increase in the tariff rates shall be made applicable in case of leased traffic during the currency of contractual period. The lumpsum leased freight shall be increased/decreased accordingly, on prorata basis.
- 10.2 Revision of leased rates in case of tenders under process/finalization stage - Whenever tariff rates are increased/ decreased, the lumpsum leased freight will be increased/ decreased on prorata basis even in case of parcel leasing tenders, which are in process or under finalization stage. The zonal railway shall be required to make a provision in the tender notification to this effect.
- 10.3 However, revision of categorization of service/train, consequent upon up-gradation of train in higher scale or vice-versa, shall not be made applicable to lease contracts during the currency of contractual period.

**11.0 Levy of surcharges under the scheme**

- 11.1 The leaseholder will have to pay 'Development charge' or any other charges levied by the Railway Administration on the freight over and above the Lumpsum leased freight.
- 11.2 The leaseholder shall be liable to pay 'Service Tax' as imposed by the Central Government from time-to-time for transportation of goods/parcels.
- 11.3 The surcharge leviable for bulky articles will not be applicable under the scheme as handling/ loading/ unloading is done by the leaseholder.

**12.0 Payment of 'lumpsum leased freight'**

- 12.1 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 or exemption as mentioned under Para 20 & 21 of this circular.
- Payment of lumpsum-leased freight shall be one day in advance from the nominated day of loading. Accordingly, leaseholder shall be required to deposit lumpsum-leased freight one day in advance from the nominated day of loading, within 'business hours' of the parcel office.
- 12.2 If the leaseholder fails to deposit the freight one day in advance from the nominated day of loading, 5% surcharge on lumpsum leased freight will be levied.
- 12.3 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.
- 12.4 For parcel space leased out on round trip basis, 50% of the agreed upon lumpsum leased freight charges would be deposited at each end.





**13.0 Issuance of 'Money Receipt'**

- 13.1 No Railway Receipt will be issued by railway for consignments being transported in leased parcel space.
- 13.2 In lieu of deposition of 'lumpsum leased freight' in advance, 'Money Receipt' will be issued to the leaseholder(s) for entire capacity of leased parcel space from lease originating to lease terminating station. Details of collection of advance 'lumpsum leased freight' should be given in the Money Receipt itself indicating the following:

(i)	Date of collection of 'lumpsum leased freight'	
(ii)	Name of lease holder.	
(iii)	Train No.	
(iv)	Type of lease (AGC/SLR/VP etc.)	
(v)	Capacity of parcel space leased out	
(vi)	Date of loading of leased parcel space	
(vii)	Amount of Lump sum leased freight	

- 13.3 Parcel Way Bill will not be issued in case of leased parcel traffic. Only 'Money Receipt' will be issued to leaseholders for the amount of advance lumpsum leased freight deposited for entire parcel leased capacity from lease originating to lease terminating station indicating full particulars as per Para 13.2 above.

**14.0 Schedule of Powers for dealing parcel leasing contracts**

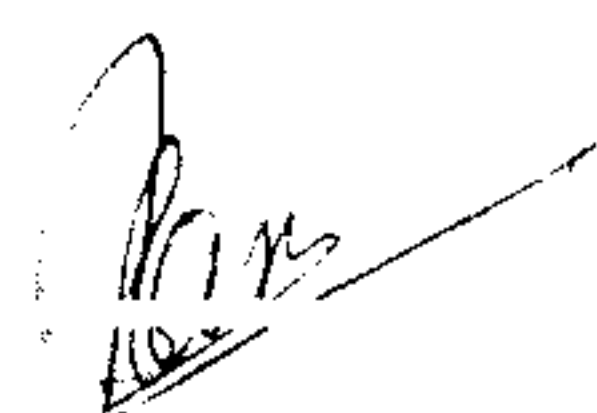
- 14.1 Tender Committee for dealing with parcel leasing tenders would be constituted as per the 'Schedule of Powers (SOP)' given below.

Value of contract	Level of Tender Committee	Accepting Authority
Up to Rs. 5 Crore	Senior Scale.	Sr. DCM
Up to Rs. 10 Crore	JAG Tender Committee.	ADRM
Up to Rs. 15 Crore	JAG Tender Committee.	DRM
Above Rs. 15 Crore	SAG Tender Committee	CCM (PHOD) or AGM in the absence of CCM in PHOD

- 14.2 Tenders for leasing of parcel space will be dealt as per above SOP. However, the above 'Schedule of Powers (SOP)' will be made applicable only to parcel leasing tenders/ contracts and will not be made applicable to other earning contracts.

**15.0 Formation of Tender Committee**

- 15.1 Tender Committee for dealing with parcel leasing tenders will be comprised of 3 members, one of whom will be from Commercial and the other from Accounts department. The 3<sup>rd</sup> member of the Tender Committee will be nominated by the accepting authority.
- 15.2 There will be a Standing Tender Committee for dealing parcel leasing contracts, 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.
- 15.3 Briefing note for Tender Committee and comparative statements should be prepared and vetted by finance to facilitate the Tender Committee.





**16.0 Invitation of tenders**

- 16.1 Tenders for leasing out of parcel space by passenger carrying trains will be awarded by inviting bids/ offers through open tenders by the Divisions/ zonal railways head quarter as per Schedule of Powers (SOP) mentioned in para 14.1 above.
- 16.2 In case of inviting tenders for leasing of Parcel Vans on round trip basis, the guidelines contained in Para 48 to 52 must be followed. In all cases of leasing of Parcel Van, prior consent and operational clearance (NOC) of the concerned zonal railway(s) must be obtained from the concerned zonal railway before calling for fresh tender.
- 16.3 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 South East Central Railway. Similarly, parcel space in a train, which originates from Nagpur and runs over CR, will be leased out by C.Rly.).
- 16.4 Divisions/zonal railways should take timely action to call for fresh tenders at least two three months before the expiry of existing contracts so that there will be no need to extend the existing contract(s) beyond its expiry date.
- 16.5 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.
- 16.6 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.
- 16.7 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.  
All the Tenders should also be up-loaded on the relevant web-site of the concerned division/ zonal railway.
- 16.8 Tender Notification should be for a period of 21 working days from the date of publication of Notification.
- 16.9 Cost of Tender Form for leasing out parcel space shall be as follows :

	<b>Type of lease</b>	<b>Cost of Tender Form</b>
(i)	Asstt. Guard cabin.	Rs. 500/-
(ii)	One compartment of SLR	Rs. 1,000/-
(iii)	Parcel Van.	Rs. 2,000/-

- 16.10 The last date and time of submission of Tender and the date and time of opening of tender should be specifically mentioned in the tender notification 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.
- 16.11 While issuing notification calling for bids for leasing out parcel space in AGC/SLRs/Parcel Vans, reserve price of the parcel space must invariably be mentioned in the advertisement to avoid receipt of unworkable offer/bids.
- 16.12 While issuing tender notification, alongwith the originating – destination station, the name of intermediate stations where loading/ unloading facility is restricted, may also be mentioned to avoid unworkable offers. (Ref: Para 23.1 & 23.2).



- 16.13 Each tenderer, while submitting his tender bid, shall be required to produce proof of his registration as a lease holder with the division/ zonal railway Headquarter concerned by attaching a photocopy of his Registration Certificate.
- 16.14 Divisions/zonal railways on receipt of tenders (i.e. last date of the submission of tenders) will finalize the contract/tender expeditiously. After finalization of tenders, 'Acceptance Letter' to the successful bidder will be issued within a maximum period of 30 days. This should strictly be followed by all divisions/ zonal railways in order to avoid loss of revenue.
- 16.15 Tender offers will have to be kept valid by the tenderers for a maximum period of 90 days.

**17.0 Declaration (details) to be furnished by the tenderers in Tender Form**

17.1 In case of tenders for leasing of parcel space on Short Terms or Long Term basis, the tenderer, while submitting his tender form, shall be required to furnish the following declaration in the tender form, failing which his tender will not be considered-

- (i) **Number of days lease (loading) required** – In cases, where the leaseholder does not want to operate the lease contract on all the days of service available, then he shall be required to mention the specific day of week (say- Monday, Tuesday, Wednesday, Saturday etc.), on which he wants to operate the lease contract.
- (ii) **Number of days leave required** – The tenderer shall mention leave required during a year. The maximum leave during a year should not exceed (@ one leave after 30 lease operations i.e. maximum 12 leave during a year in case of daily train).
- (iii) **Intermediate loading/ unloading facility** – The tenderer shall be required to mention the name of intermediate station(s) where he wants to carry out loading/unloading operation.

The condition for loading/unloading of parcels at intermediate station(s) from the leased SLR/ VP, can only be accepted, if it is found operationally feasible and the intermediate station(s) mentioned by the leaseholder in the tender form have not been restricted by the concerned zonal railway/ division for handling of leased parcel traffic.

17.2 The tenderer, while submitting his tender form, shall also be required to give declaration in the tender form, as mentioned in Para 4.24 of this circular.

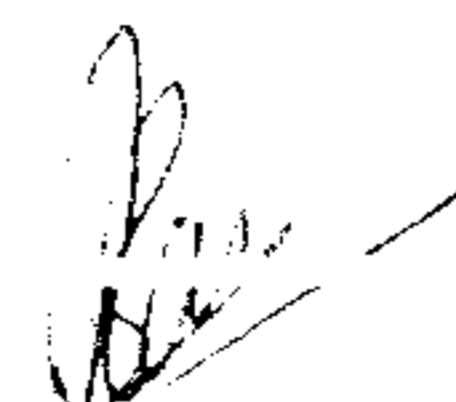
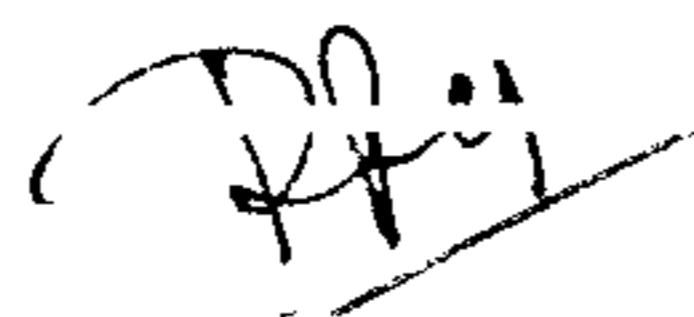
**18.0 Procedure to grant leave/ exempt loading**

18.1 Divisions/zonal railways may, accordingly, exempt the lease holder to load leased AGC/SLRs/Parcel Vans by granting a maximum leave as per declaration made by the tenderer/ leaseholder in the tender form.

If a tenderer does not mention any leave or mention 'Nil' in the column of leave, no leave will be granted.

18.2 If the leaseholder desires to avail leave on any day, he shall be required to give notice atleast 24 hours in advance/ before the scheduled departure of the train, to the Chief Parcel Supervisor of the originating station with copy to concerned Division/zonal railway HQ.

On such days Railway can either clear their non-leased parcels by utilizing such space of the compartment of Brakevan of train or else lease out the SLRs on day-to-day basis in case of demand.



COMPREHENSIVE PARCEL LEASING POLICY

- 18.3 This leave may be availed by the lease holder as per his choice.
- 18.4 This leave can be accumulated and be availed of at one time also.
- 18.5 In all such cases, adjustment in lumpsum leased freight may be allowed for subsequent/ future loading by the same leaseholder at the station itself, if advance payment of freight is made.
- 18.6 For the purpose of granting leave, the year should be counted from the date of commencement of contract, as mentioned in the agreement.

At the end of each year, accumulated leave would lapse, and balance leave at the start of next year would start from 'zero'.

- 18.7 In case the leaseholder exceeds the number of leave days as mentioned by him in the tender form, he shall have to pay full freight of that day.
- 18.8 With a view to prevent fraud and leakage of Railway revenue, the zonal railways must ensure that the cases where the leaseholder applies for leave at originating station and the same is granted, the originating station must convey the message to all the concerned intermediate stations through commercial controller/ telephonically. On such days, loading should not be done by leaseholder at any of the intermediate station.

If it is found to have been loaded the leased SLR/VP by the leaseholder from any of the intermediate station on the day(s) of leave/exemption/non-loading permission, his lease contract will be terminated and registration will be cancelled by forfeiting Security Deposit and Registration fee as per para 4.15 of this circular.

**19.0 Method of determining highest bid**

- 19.1 As stipulated in para 17, the tenderer shall be required to furnish the details in the tender form regarding number of days of operation of lease during a week, number of days of leave, he wants to avail during a year.

The Highest bid will be determined on the basis of total value of earnings offered by the prospective lease holder during the contract period on the basis of declaration/ details given by him in the tender form.

The Tender Committee shall evaluate tender on the basis of highest valuation taking into account number of loading days, number of days of leave specified by the tenderer in tender form. For example:- If a tenderer wants to operator lease contract 5 days in a week and desires to avail 9 days leave during a year. The contractual value of his tender will be worked out as per the following method:-

(i)	A tenderer mentions say- Monday, Tuesday, Wednesday, Thursday & Saturday = 5 days in a week for operation of lease contract	Total days of operation during a year will be 5 x 52 week = 260 days
(ii)	Leave required during a year - as mentioned by the tenderer in tender form	9 days
(iii)	Total number of loading days	260 - 9 = <b>251 days</b>

Thus, the tender will be evaluated equivalent to the bid amount for 251 days.

With a view to lease out parcel space of the AGC/SLR/VP for all the number of days of service/ train running, the remaining days of service of a week may be offered by the Tender Committee to the second highest bidder in the same tender. Tender Committee may negotiate with the second highest bidder to match with the rate of highest bidder. If all the days of service are not leased out in such manner, fresh tender may be called for by railway for remaining number of days.



19.2 If more than one 4 tonnes compartment of Brakevans (SLRs) are to be leased out on the same train, the Division(s) may award the contracts through one tender for all the available compartments. Tender Committee may award contracts for more than one compartments to the highest offers received (H-1, H-2 and so on) provided the offers are above the prescribed minimum benchmark for accepting the offers for such leasing and difference between highest and lowest acceptable offer is less than 10%.

In case where two SLRs of the same train with different capacity (for example - Duranto Exp) are to be leased out through the same tender, then reserve price should be fixed separately on pro-rata basis. The offers should be compared with respective reserve price for finalizing the tenders.

19.3 Similarly, if more than one Parcel Van is to be leased out by the same train, the zonal railway may call for offers in a single tender, by the same train, at the same time, for all the Parcel Vans, which are to be leased out. Tender Committee may award the contracts for all the Parcel Vans (VPs) to the highest offers received (H-1, H-2, H-3 and so on) provided that the offers are above the reserve price and the difference between highest and lowest acceptable offer is less than 10%.

19.4 In case separate tenders have been floated for two compartments of 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 10%.

**20.0 Failure of lease holder to start or operate lease contract**

20.1 On allotment of contract, the successful bidder (leaseholder) shall be required to commence the loading within a period of 15 days, failing which the contract will be terminated and Earnest Money/ Security Deposit will be forfeited.

The accepting authority shall be empowered to condone the delay on the merits of the case on written application from leaseholder and give another 15 days (maximum period) to the leaseholder for commencement of contract.

20.2 If the Highest bidder fails to take up or to start the lease contract, he must be debarred at least two years from participating in the tender in that division/ zonal railway.

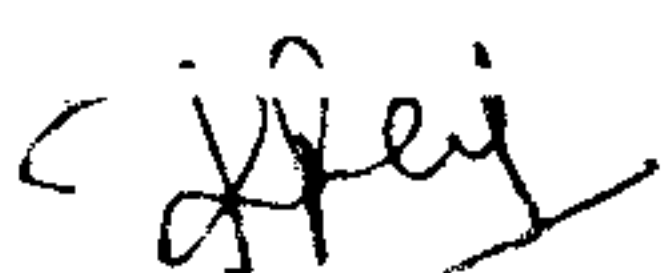
20.3 If the leaseholder, after commencement of loading, fails to load leased parcel space of SLR/VP on any specific day without any genuine reason and without prior permission of the Railway administration, the lumpsum freight of that day shall be forfeited.

20.4 If the lease holder, after commencement of loading, fails to operate the contract continuously for 10 days without giving any notice, his contract will be terminated and security deposit forfeited.

20.5 In case of three such failures (in different leasing contracts on the same division) within a period of 5 years, his registration will be cancelled along with other penalties mentioned under Para 4.15.

20.6 If it is not feasible for the leaseholder to continue the contract due to fluctuation in the market or any unforeseen reason, leaseholder can terminate the contract by giving 60 days notice to the Railway Administration "subject to completion of one year contractual period". In such cases, Security Deposit will not be forfeited.

20.7 Whenever there is change in originating or terminating station or short termination of service of a train by Railway Administration and leaseholder of existing contract is not willing to continue the contract, he may be allowed so do so. In such cases,



security Deposit of leaseholder will be refunded even not fulfilling the condition of '60 days advance notice' and 'condition of completion of one year contractual period' (subject to clearance of all railway's dues) provided a notification to that effect is issued by railway administration or CCM certifies that Railway is not in a position to run the service from/up to station as mentioned in the tender notification and agreement, after obtaining views of COM.

20.8 In case of dispute, on the part of Railway's obligations, where lease contract could not operationalized by the leaseholder or suspended by Railway in certain circumstances like change of loading or unloading point, not providing service, not providing sufficient time for loading or other operational problems, Railway Administration (CCM) shall be empowered to deal with such situation as deem fit, depending upon the merit of case as they are doing de-facto. If later on, the problem is resolved by Railway, the intervening period involved in resolving such disputes (non-operationalization of contract/non loading by the leaseholder due to disputes) will be treated as 'dies-non'.

21.0 **Adjustment in advance freight paid due to non - loading**

21.1 Railway administration shall give guarantee to provide leased parcel space of the Assistant Guard's Cabin/Brakevan/Parcel Vans as per terms and conditions of the agreement. However, in case of Railways' operational exigencies such as termination of train short of destination or cancellation of service/train due to floods/foggy weather, derailment/ accidents, breach of line, interruption of traffic or any other operational reason, Railway Administration shall not be held responsible for not providing the guaranteed service for the leased parcel space.

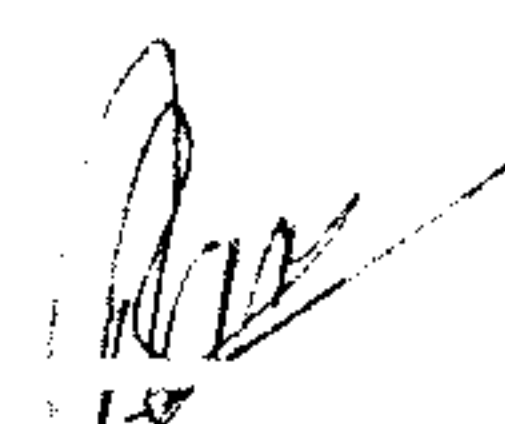
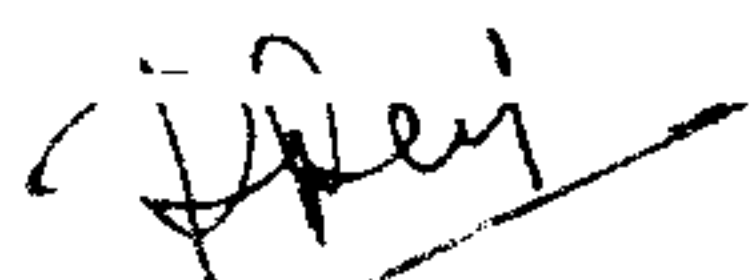
Railway administration shall not be held responsible in case of non-supply of leased parcel space on account of non-availability of SLR/VP due to being marked sick or due to supply of stock to the higher priority group or any other operational exigencies. In such cases 'lumpsum leased freight' of that day will be adjusted for next loading.

21.2 Adjustment of 'Lumpsum leased freight' – 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 of the SLR/VP,
- (iii) non-availability of SLR/ VP,
- (iv) SLR sealed through to destination by railway staff at originating station,
- (v) carriage of dead body in SLR compartment, (see para 21.6 below),
- (vi) change of platform at the last moment,
- (vii) restriction to bring parcels on platform due to security arrangements for VVIP movement, important functions etc.,
- (viii) agitation/ strike by railway staff, etc.
- (ix) when train is running on diverted route and does not pass through the station(s) where loading/ unloading facility is provided.

21.3 Adjustment of 'Lumpsum leased freight' – When the lease holder is not able to load the parcel space due to unavoidable circumstances including one of the following:

- (i) Public agitation, Bandh, etc.
- (ii) Natural calamities like earthquake, floods breach etc. or on the day of state/ nation elections.



- 21.4 In case of circumstances mentioned in para 21.2 and 21.3 above, when parcel space is not utilised for loading for no fault of leaseholder, he shall be exempted from payment of freight for that particular day(s) (non-loading) subject to verification of circumstance by the multi-disciplinary team. If freight is deposited in advance, it may be adjusted against the next loading/ payment. In case the freight cannot be adjusted in this manner, then the same may be granted as a refund.
- 21.5 (i) In case of short termination of train service, the leaseholder will be allowed to avail the service up to the destination/train's terminating station, upto which train is running and freight shall be collected proportionately up to that destination.  
(ii) If the leaseholder does not want to avail the service upto short of destination, he may be exempted, provided-  
(a) an application is made to CCM, for exemption of loading and payment of lumpsum leased freight on the day(s) of such disruption;  
(b) CCM certifies the operational constraints in consultation with COM.
- 21.6 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.
- 21.7 In all other cases, if the leaseholder fails to load the SLR, advance lumpsum leased freight collected, will be forfeited.
- 21.8 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.
- 21.9 Permission for loading of leased VP on any other day/train in case of *force leave*: when the leaseholder could not be able to load the leased Parcel Van on account of certain circumstances as mentioned under paras 21.2 (iii), 21.2 (viii) and 21.3 above, if later on, he desires to load the VP, he may be permitted to do so, on any other subsequent day within a period of 30 days (from the date of non-loading) with the approval of CCM, if it is operationally and commercial feasible. In such cases, VP will be attached by the same train (if room is available) or any other train in which room is available.
- 22.0 **Procedure for preparation of manifest by lease holder**
- 22.1 Leaseholder shall be required to prepare detailed 'Manifest' (in the prescribed format – as given in Annexure - 3) for the consignments being transported by him in the leased SLR/VP. Leaseholder shall also give declaration as given in Annexure – 4.
- 22.2 'Manifest' will mention full particulars of train number, date, details of leased space, details of payment of lumpsum leased freight, Money Receipt number etc. (as per Annexure-3).
- 22.3 The leaseholder shall be required to declare the content of each package/ consignment in the Manifest and put up the label (Paste-on-label or through ink) describing the content in each package/ consignment to be transported by him in the leased SLR/VP. The leaseholder must ensure that before loading the consignments description has been mentioned on each packages/ consignment.
- 22.4 The leaseholder shall be required to prepare detailed 'Manifest' for consignments being transported by him for each combination of loading & unloading station indicating station-wise details of number of consignments loaded in the leased parcel

space (AGC/SLR/VP). However, in case of loading from an originating station to different destinations, only one Manifest is required to be submitted by the leaseholder. For example -

	Originating station	Destination station	No. of consignments	Description of consignments	Weight in Qtl.
(i)	Delhi	Aligarh	30	Electric goods	07.00
(ii)	Delhi	Kanpur	20	Hosiery	06.00
(iii)	Delhi	Allahabad	40	Machinery part	15.00
(iv)	Delhi	Gaya	10	PC Monitor	05.00
(v)	Delhi	Dhanbad	10	PC Monitor	05.00

Similarly, leaseholder shall be required to submit single manifest for loading of parcels from an intermediate station to various destinations, for example-

	Originating station	Destination station	No. of consignments	Description of consignments	Weight in Qtl.
	Kanpur	Allahabad	05	Machinery part	02.00
	Kanpur	Gaya	10	PC Monitor	01.00
	Kanpur	Dhanbad	10	PC Monitor	01.00

22.5 Each 'Manifest' will be prepared in 4 copies to be used as follows :

- (i) 1<sup>st</sup> copy of the Manifest to be retained as 'record' at loading station.
- (ii) 2<sup>nd</sup> copy to be retained by the lease holder as his 'record'.
- (iii) 3<sup>rd</sup> copy will be kept in the leased parcel space (SLR/VP) near the door, preferably in a transparent polythene folder/ bag. This will be retained by parcel office of unloading station as 'record'.
- (iv) 4<sup>th</sup> copy to be returned back to the lease holder duly signed and stamped by the parcel staff of the unloading station. This will serve as an authority to remove/ take away the consignments from the railway premises at destination station.

22.6 All the copies of each 'Manifest' will be signed by leaseholder or his authorized representative.

22.7 All the copies of 'Manifest' will be signed and stamped by the parcel staff of originating station who will retain one copy as 'record' and return the other copies to the lease holder.

22.8 Copy of the manifest must be submitted at the parcel office by the lease holder or his representative before starting loading in the leased compartment.

22.9 Representative of the leaseholder shall be authorized to takeover and remove consignments from station premises on the basis of the 4<sup>th</sup> 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.

22.10 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 AGC/SLR/VP.

In case number of packages found are excess than the packages shown in the 'Manifest', a penalty of Rs 5000/- per vehicle shall be recovered even when the weight of the parcels loaded in the vehicle is within the permissible carrying capacity of that vehicle.

In case the numbers of packages found are less than the packages that mentioned in






the 'Manifest', no penalty shall be recovered, provided the total weight of the packages are within the permissible carrying capacity of the vehicle.

22.11 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 that vehicle/ unit leased out to him between any leg of its journey.

22.12 Punitive charges for overloading has been given in para 27 of this circular.

**23.0 Loading/Unloading facility at intermediate station(s) & Loading/ Unloading operation at originating, intermediate & destination stations**

23.1 In view of operational constraints or heavy passengers' traffic at important station(s)/interchange point or having heavy originating parcel traffic from big station(s), where it is not feasible to grant permission for handling of leased parcel traffic, the zonal railways, if it is of the opinion that it is necessary to do so in the public interest, may impose restriction on loading/ unloading of leased parcel traffic at such station(s).

For this purpose, zonal railway shall notify the list of such stations, which have been restricted for loading/unloading of leased parcel traffic. This will be circulated to all concerned i.e. all the zonal railways/divisions on Indian Railways. The zonal railways will also up-load the same on their web-site.

There will be no need to obtain 'No Objection Certificate (NOC)' from the controlling division/zonal railway of that intermediate station for granting loading/ unloading permission at intermediate station. The Tender Committee, while finalizing tender for parcel leasing contracts, may grant permission for loading/unloading of leased parcel traffic at intermediate station(s) provided that the intermediate stations, where loading/ unloading facility has been sought by the leaseholder are not restricted by any of the zonal railways.

23.2 Loading/Unloading operation of parcels in the leased parcel space at originating/ destination and intermediate stations will be carried out by the leaseholder.

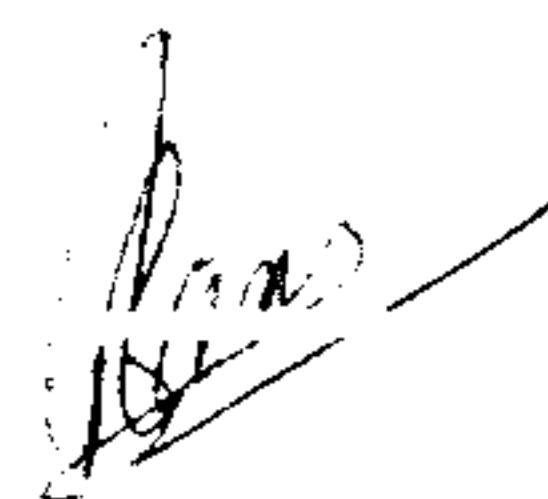
23.3 Loading/unloading facility at intermediate stations can only be allowed at such station(s) which are mentioned by the tenderer/ leaseholder in the tender form and these stations are not restricted for carrying out loading/ unloading operation of leased parcel traffic at such stations subject to having stoppage time of train at that station 5 minutes or more in case of leased SLR and 10 minutes or more in case of leased Parcel Van.

It must be checked that the intermediate station(s) where loading/ unloading permission is sought by the leaseholder, are not restricted by any of the zonal railway for handling of leased parcel traffic.

23.4 Leaseholder shall be liable to produce clear photo copy of the 'Money Receipt' as documentary proof in regard to payment of lumpsum leased freight for leased parcel space of AGC/SLR/VP of a particular train/day at any time while transporting his consignment.

23.5 Leaseholder shall complete loading /unloading operation within the available time at originating and destination stations after placement of rake at originating station and before removal of rake at destination station.

23.6 Three hours free time from the time at which the Parcel Van/vehicle is placed in position, shall be allowed for loading or unloading of parcels in case the leased Parcel Vans placed at separate terminal at originating and destination station.



- 23.7 The lease holder shall complete loading/ unloading operation at intermediate station(s) within the scheduled stoppage time of train at that station. The leaseholder shall give adequate time for sealing of Brakevans/ Parcel Vans by the Railway Staff.
- 23.8 Leaseholder shall padlock the brake van before departure of train so that railway staff can complete other formalities including sealing of brake van (SLR).

The originating station must ensure that after completion of loading, the leased SLRs/VPs are sealed by the railway staff. Similarly, intermediate station(s), where loading/unloading permission is given, must ensure sealing of SLR/VPs before departure of train.

- 23.9 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 intermediate station(s). In no case shall detention to a train be permitted at intermediate station on account of loading/unloading of parcels by the leaseholder.
- 23.10 Detention of train on account of loading/unlading of parcels in leased AGC/ SLR/VP should, in no case, be allowed at originating or intermediate stations.
- 23.11 In case of detention of a train beyond the scheduled stoppage takes place on account of loading/ unloading of parcels by the lease holder, a fine of Rs. 5,000/- shall be imposed for each such occasion.
- 23.12 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.

**24.0 Placement/Withdrawal of Rakes on/from platforms**

- 24.1 At all train originating stations, all efforts should be made to place the empty rake of trains at least ½ hour before the scheduled departure of the train. However, in any case (late placement of rake), the leaseholder shall be required to complete the loading operation within the available time and by giving sufficient time to the railway staff for sealing of SLR.
- 24.2 At train's terminating station, the leaseholder shall be required to unload all the parcels expeditiously on arrival of train at destination station. All the parcels should be unloaded before removal of empty rake.
- 24.3 Normally the nominated platform of a train 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.
- 24.4 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.
- 24.5 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.
- 24.6 In all cases TXR fitness must be given before placement of rake on the platform and before commencement of loading.
- 24.7 In all cases where TXR marks a brake van (SLR/VP) as damaged for any reason, a written memo must be given.



**25.0 Stacking/Removal of consignments on/from platforms**

- 25.1 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.
- 25.2 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 extent permissible only at the originating station.
- 25.3 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 hours in case of leased VPs.
- 25.4 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 extent permissible only at the train terminating station.
- 25.5 At intermediate stopping stations en-route, where loading/unloading permission has been granted, lease holder can stack his consignments 1 hour before the scheduled departure of the train in case of leased SLRs/VP. No separate permission would be required for this purpose.
- 25.6 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.
- 25.7 Parcels awaiting loading at originating/intermediate station and awaiting removal at intermediate/destination station should be so arranged/stacked so as not to cause any inconvenience in the free movement of the traveling passengers.
- 25.8 Chief Commercial Manager of the zonal railways may increase/ reduce the stacking time keeping in view the availability of space, traffic-load at that station/ terminal and restriction imposed by local administration on road-movement.
- 25.9 In case of non-supply of leased Parcel Van by the Railway on account of operational problems or any other reason on the part of Railway Administration, the leaseholder may be allowed to keep his parcels for next loading without payment of wharfage charges, provided sufficient room/ space for stacking of such parcels is available at that terminal and there will be no obstruction for other traffic.

**26.0 Over carriage of consignments in leased SLR**

- 26.1 Lease holder shall be responsible to unload the consignments from the leased SLR/Asstt. Guard cabin/VP at that station where his lease terminates.
- 26.2 In case the lease terminates at intermediate station and if the lease holder fails to unload his consignment from the leased SLR at that intermediate station, then the normal parcel freight from the lease terminating station to the station of over carriage and back shall be charged.
- 26.3 If the lease holder takes delivery of this over-carried consignments at the destination station, then normal parcel freight from the lease terminating station upto the station of over carriage shall be charged.
- 26.4 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.)

26.5 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.

26.6 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.

#### 27.0 **Weighment, re-weighment & Punitive charges for Over loading**

27.1 Loading/unloading will not be supervised by railway staff.

27.2 **Weighment of outward leased parcel traffic** - The originating station shall weigh at least 20% of the total leased traffic on daily basis, in such a manner that entire leased traffic, originating from a station, is weighed in rotation. (For example – if at a station, 20 SLRs are running on lease, the parcel staff of that station shall weigh the parcels of atleast 4 SLRs daily so that entire leased SLRs i.e. 20 SLRs shall be covered in a week). Records of such weighment should be mentioned/ kept in weighment register.

27.3 **Variation in number of packages loaded in vehicle vis-à-vis shown in the 'Manifest'** - The leaseholder shall load parcels in each coaching vehicles viz. Parcel Vans, Brakevans and Assistant Guard's cabin upto the permissible carrying capacity of that vehicle notified by the railway administration. It is the responsibility of the leaseholder to ensure that parcels are loaded in the vehicle upto the permissible carrying capacity.

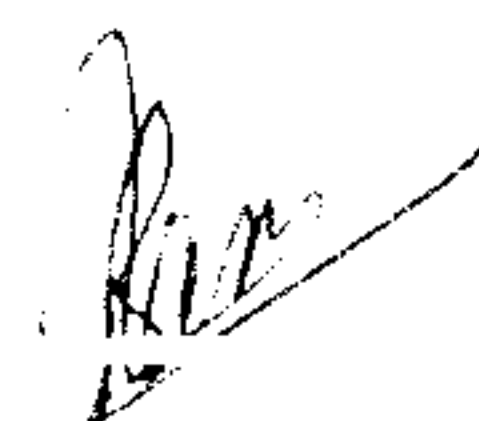
In case number of packages found are excess than the packages shown in the 'Manifest', a penalty of Rs 5000/- per vehicle shall be recovered even when the weight of the parcels loaded in the vehicle is within the permissible carrying capacity of that vehicle.

In case the numbers of packages found are less than the packages that mentioned in the 'Manifest', no penalty shall be recovered, provided the total weight of the packages are within the permissible carrying capacity of the vehicle.

In case overall weight of the parcels loaded in vehicle is detected beyond the permissible carrying capacity of that vehicle, charges/ penalty punitive charges shall be recovered from leaseholder as under:-

#### 27.4 **Overloading in SLR/AGC**

- (i) Weight of each individual package is not required to be checked. Only the total weight of the consignments loaded in the vehicle would be checked. In case of SLR, weight of the consignments should be checked for each 4 tonne compartment separately, and it must be within the permissible limit for each compartment. Under-loading in one 4 tonne compartment will not mean that the other 4 compartment can be over loaded.



- (ii) If weight of parcels exceeds the permissible carrying capacity of any coaching vehicle viz. Parcel Vans, Brakevans and Assistant Guard's cabin, Charges/Punitive charges shall be recovered from the consignor/ leaseholder as follows (i) Normal lumpsum leased freight for weight in excess of permissible carrying capacity of vehicle + (ii) punitive charges equivalent to six times the freight at Scale - R for entire excess weight from origin to destination irrespective of the point where such over loading was detected + (iii) a penalty of Rs. 10,000/- per vehicle.

Levy of penalty on account of over-loading, at an earlier point, does not permit the leaseholder to transport parcels beyond the permissible carrying capacity of vehicle at a later stage or between any leg of it's journey. In case loading/unloading is carried out at intermediate station(s), after 1st check point and overloading is detected at later stage, the Railway Administration shall have the right to impose 'two times the above mentioned penalty'.

- (iii) In addition to the above penalty, Railway will terminate the contract after 4<sup>th</sup> (fourth) default by forfeiting 'Security/Performance deposit'.
- (iv) In case weight of parcels in a vehicle is found to be overloaded by more than 5% of the leased capacity or 1 tonne whichever is less 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' at the point of detection of overloading. Railway shall not be held responsible for any damage, deterioration or loss to the excess consignment due to off loading of parcels. Overloading of parcels, beyond the permissible limit, shall in no case, be allowed to be carried in the vehicle.
- (v) In case leased consignments are detained by railway authorities for weighment purpose, no wharfage would be charged.
- (vi) 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.

**27.5 Penalty for loading of heavy packages in Assistant Guard's Cabin**

- (i) **Loading of heavy packages in Assistant Guard's Cabin:-** The weight of individual packets carried in Assistant Guard's Cabin should not exceed 25 kgs. In case of detection of weight of any package more than 25 Kgs. loaded in Assistant Guard cabin, then penalty for excess weight will be as follows:

	<b>Excess weight</b>	<b>Punitive charges/Penalty</b>
(a)	Up to 5 Kg.	No penalty.
(b)	More than 5 kgs.	Penalty equivalent to six times of 'Scale-R' for excess weight of that particular package(s) from origin to destination irrespective of the point where such over loading was detected.

- (ii) In addition to this above, a penalty of Rs. 5000/- per occasion/ per Assistant Guard's Cabin shall also be recovered.
- (iii) In addition to the above penalty, Railway may will terminate the lease contract in case of 4<sup>th</sup> (fourth) default for loading of heavy packages having weight of

more than 25 kgs. in leased AGC. Excess weight found in the entire lot of packages in Assistant Guard's Cabin (AGC) should be treated as one default.

- (iv) In case a package is found to be excess weight by more than 10 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. Railway will not be held responsible for damage, deterioration or loss to the over/excess weight package on account of off loading. The packages found excess weight upto 10 kgs. Shall be allowed to be carried in Assistant Guard's Cabin of the same train.

#### 27.6 **Punitive charges for over loading in Parcel Vans**

- (i) **Tolerance limit** – With a view to take care of weighment tolerance, a tolerance of 0.5 tonnes on permissible carrying capacity may be permitted to take care of weighment scale variation. The limit of tolerance will be applicable in case of only Parcel Vans (VPHs/VPs/VPU's etc.).
- (ii) **Punitive charges for loading beyond permissible carrying capacity-** If weight of Parcel Van exceeds the permissible carrying capacity of vehicle but it is within the prescribed limit of tolerance, normal freight shall be charged from the consignor/consignee/ leaseholder for actual weight in excess of permissible carrying capacity of vehicle.

If weight of parcels loaded in the Parcel Van is found beyond the permissible carrying capacity + Tolerance, charges/ punitive charges shall be recovered from the lease holder as follows (i) Normal lumpsum leased freight for weight in excess of permissible carrying capacity of vehicle + (ii) punitive charges equivalent to six times the freight at Scale – R for entire excess weight from origin to destination, irrespective of the point where such over loading was detected + (iii) a penalty of Rs. 10,000/- per vehicle.

- 27.7 In addition to the above penalty, Railway will terminate the contract after 4<sup>th</sup> (fourth) default by forfeiting 'Security/Performance deposit'.

Railway Administration shall have the right to terminate ~~the~~ that particular contract or even terminate all the contracts running on that division/ Railway of a leaseholder and cancel the registration of leaseholder in view of seriousness of the case or repeated violation of rules. Imposition of such penalty shall solely be on the discretion of the Chief Commercial Manager (FM) of the zonal railway.

- 27.8 Efforts should be made to conduct weighment in presence of the concerned leaseholder or his representative. The report of weighment result should be countersigned by the CPS. The party concerned will also countersign on the relevant record.

In case of refusal by party to counter- sign, then weighment clerk, TXR or RPF staff and CPS of the station will sign the weighment statement and the same will be binding on the both parties.

- 27.9 Weighment of Parcel Vans (VPHs/VPs/VPU's etc.) should be done once preferably at the originating station or at the destination station on an in-motion-weighbridge. As the in-motion-weighbridges are certified by the concerned departments of State Government from time-to-time, second weighment should not be permitted on party's request.

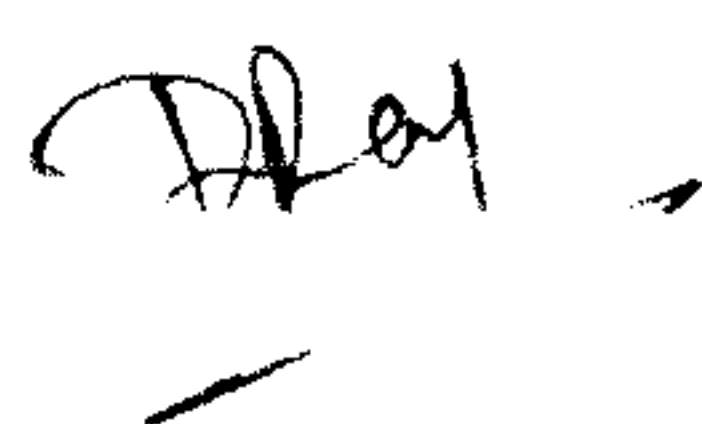


**28.0 Extension of train/ Increase in frequency of train**

- 28.1 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.
- 28.2 The existing lease holder should be permitted to continue his lease contract 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.
- 28.3 The above arrangement should continue till the expiry of the contractual period in the normal course.
- 28.4 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.
- 28.5 However, in case the existing lease holder is not willing 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.
- 28.6 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.
- 28.7 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.
- 28.8 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.
- 28.9 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.

**29.0 Claims Compensation :**

- 29.1 In case of leased consignments, Railway Administration shall not be responsible for claim/compensation due to any reason.
- 29.2 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.
- 29.3 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. latent defect.

29.4 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.

29.5 '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.

29.6 Brake Van will be padlocked by the leaseholder and sealed by the railway as well.

### 30.0 **Theft**

30.1 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.

30.2 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 Information Report (FIR) will be lodged with the GRP and a copy of the same will be given to the lease holder.

The condition of vehicle (for example- specific sign of cutting of the side wall or any other vehicle breakage etc.) should be certified by the multi-disciplinary team and it should be kept for record.

30.3 This FIR can be lodged either at the destination or at any stopping station enroute where the theft is detected.

30.4 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 'Manifest' i.e. list of packages accompanying the SLR.

30.5 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.

30.6 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.

### 31.0 **Identity Cards/Labour Platform Permits/Vehicle Pass etc.**

31.1 Divisions/zonal railways will issue laminated Photo Identity Cards to all registered lease holders and also for his 3 authorized representative for purpose of their identification in station premises. These will be duly signed by the ACM and shall be valid for 1 year (calendar year) only. On expiry the same will be reissued annually.





31.2 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 inter-alia name of labour, gender, age, residential address, validity. The validity of such Laminated Photo Identity Cards will be per calendar year. New Laminated Photo Identity Cards will be issued by the leaseholder for 1 year (calendar year) and will be re-newed every year.

The leaseholder shall be liable to keep all the record regarding authenticity and identity of the labourers engage by him.

31.3 The Laminated Photo Identity Cards, issued by leaseholder in favour of his labours, will be counter-signed by Chief Parcel Supervisor on behalf of Station Manager/ Station Superintendent/ Station Master. The labourers will be allowed to enter in the platform/ railway premises to perform loading/unloading operation from/to leased parcel space on the basis of Laminated Photo Identity Cards. No separate Platform Permits will be issued.

31.4 The details of leaseholder and their labourers will be maintained by Chief Parcel Supervisor. These details will also be provided to SS/SM.

31.5 Number of labourers required for handling of loading/unloading operation shall be decided by DCM/Sr.DCM keeping in view the quantum of lease traffic and availability of time to arrange loading/unloading operation in the leased AGC, SLR, VP.

31.6 Checking of labourers should not be resorted to while loading/unloading is in progress and such checks should only be conducted after its completion.

31.7 Each lease holder may be given entry pass for 2 vehicles for each 4 Tonne of SLR space. These will be issued by Chief Parcel Supervisor (on behalf of Station Manager/ Station Superintendent/ Station Master) and will be valid for 1 year (calendar year). On expiry the same will be renewed annually.

31.8 With a view to restrict entry of unauthorized persons, only genuine persons/ customers should be allowed to come in the parcel office.

31.9 Leaseholder shall be required to submit copy of Registration Certificate, copy of 'Letter of Acceptance (LOA)' and copy of Agreement of the lease contract at intermediate stations (where loading/ unloading is permitted) and also at destination station. The leaseholder shall also submit written declaration alongwith all the relevant details and photograph of his authorized representative. On receipt of these documents, the Chief Parcel Supervisor (on behalf of Station Manager/ Station Superintendent/ Station Master) of intermediate/ destination station will permit the representative of the leaseholder and his labours to regulate loading/ unloading operation.

The representative of the leaseholder at intermediate/ destination station(s), will issue Laminated Photo Identity Cards to his labours as per the laid down procedure.

## 32.0 **Powers to relax certain conditions of the scheme**

32.1 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.

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 (Para 25), issuance of platforms permits for more labourers (Para 31) etc.

- 32.2 Chief Commercial Managers of the Zonal railways may modify some of the conditions of prospective lease contract prescribed in the scheme, which are in the spirit of maximization of revenue but not strictly as per the terms and conditions of the leasing policy. Conditions having financial implications may only be changed with the concurrence of FA&CAOs.
- 32.3 In case trains run via diverted route or not terminating/ originating at/from its original terminating/origination station due to natural calamities like earthquake, floods, breach etc., leaseholder shall be exempted, if he desires so on making an application to CCM, to pay lease freight on day(s) of such disruption provided CCM certifies the operational constraints in consultation with COM.
- 32.4 Chief Commercial Manager may condone forfeiture of 'lumpsum leased freight' on account of non-loading by the leaseholder on receipt of application from the leaseholder and he is satisfied with the reasons mentioned by the leaseholder for non-loading as per para 21 of scheme and no fault of leaseholder is established, subject to verification of circumstance by the multi-disciplinary team.
- 32.5 In case of operational exigencies, or reasonable grievances of the lease holder, when leased SLR/VP could not be operationalised, CCM will be authorized to decide such suspended intervening period on merit of the case. (Para 21).

33.0 **Right to terminate the contract**

- 33.1 Lease holder shall have the right to terminate the agreement after serving 60 days notice to railway administration. However, leaseholder shall not be allowed to terminate the contract before one year (10 months + 2 months notice period) in case of any contract whether it is on short term or long term. In case he does so, his security deposit shall be forfeited and he shall be debarred from entering into any tender for next two year. But he shall be allowed to operate existing tender of other trains, if any.

(The leaseholder can give notice for termination of contract after completion of 10 months. Thus, 10 months + 2 months (Notice period) = 12 months period will be completed. After completion of 1 year period, the leaseholder can be allowed to quit the contract. In such cases, security deposit will not be forfeited).

- 33.2 Railway shall have the right to terminate the contract/ agreement for any reason whatsoever 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 or serious violation of any of the stipulation of policy/ railway's rules by the lease holder or in case of operational exigencies.

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.

34.0 **Other terms and conditions of the scheme**

- 34.1 Lease holder shall be solely responsible for canvassing, acceptance, booking, handling, documentation and delivery of the parcel/packages both at originating and destination stations.
- 34.2 Brake Van will be padlocked by the lease holder. In addition to the above padlocking, the brake van shall be sealed by the railway.



34.3 Lease holder shall load only such commodities which are permissible to be booked and carried as 'Parcel', under prescribed Railway Rules.

34.4 Live stock will not be permitted to transport in the leased SLR/VP.

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.

As per above para, commodities listed in Red Tariff, offensive, contraband, dangerous, explosive, inflammable materials 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 Brakevan/Parcel Van.

In case of mis-declaration of commodity loaded in the leased SLR/VP, penalty shall be imposed as per extant rules.

34.5 In case of false declaration of any commodity, the lease holder and owner of the goods shall be punishable under section 163 of Indian Railway Act 1989.

34.6 If such articles are found to have been loaded in leased AGC/SLR/VP, in contravention of the above para, a fine of Rs. 50,000/- shall be imposed on the lease holder. His lease contract will be cancelled. He shall be debarred to participate in the future tenders for one year. However, he may continue the existing contracts of other trains, if any. In addition to this, he shall be liable for legal action as per provisions of Indian Railway Act.

In addition to above, his registration may also be cancelled as per para 4.15 of this circular depending on the seriousness of the offence.

34.7 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.

34.8 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 originating/ intermediate/ destination station, will be made good to the railway by the lease holder. The assessment of damage made by the railway will be final.

34.9 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.

34.10 If it is proved that derailment of a train have been caused by, or to have arisen from improper loading or unloading or due to overloading in the leased vehicle on the part or negligence of leaseholder, a penalty of Rs. 50,000/- shall be imposed. In addition to this, Railway Administration may terminate all his contracts and cancel his registration depending upon seriousness of incident. In addition to the above, equipment reraiment charges will also be recovered from leaseholder.

34.11 Leaseholder shall maintain/keep all the record related to transportation of parcels in the leased SLR/VP viz. name, address, Sales Tax/TIN Number of the consignor and consignee alongwith with details of booking of parcels carried by each customer.

The leaseholder shall be liable to pay various taxes directly to the concerned authority for levy of Sales tax, Service Tax and any other tax imposed by Central Government or State Government or Municipal Corporation.



34.12 The Railway shall reserve the right to open the padlock and seals to trans-ship the parcels/packages of the leased Brake Van in unavoidable circumstances like accidents, strike, hot axle etc.

34.13 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, offensive, contraband or any other banned articles are loaded.

Before opening and checking of leased AGC/ SLR/ VP, permission from Divisional Commercial Manager of the concerned division may be obtained.

34.14 Some space within station premises should be earmarked, subject to availability of space by divisions/ zonal railways for use of lease holders for (i) stacking their consignments and (ii) keeping their trolleys.

34.15 With a view to maintain proper accountal and check on various aspect of leased traffic viz. earnings per trip, type of stock, carrying capacity, details of Money Receipt, accountal of leased earnings in balance sheet, number of leave/ non-loading days availed by the leaseholder etc., a proforma is being attached at Annexure - 5. All concerned must maintain the same and submit it every month to Sr. DCM/ CCM(FM) and Traffic Accounts Office.

34.16 The zonal railways may make efforts to organize loading/unloading operation of leased Parcel Vans (VPs)/ Brake vans (SLRs)/ Assistant Guard's Cabin (AGC) at separate parcel terminals i.e. outside the passenger handling area at train's originating and train's terminating station. This will help the Railways to decongest the platform and make space freely available for passengers' movement. A provision may also be made in the agreement to this effect.

34.17 All the Books/Registers being used in the parcel office (including weighment/ re-weighment Register/ message book) must contain page number at each page of the Book/Register. Chief Parcel Supervisor should ensure for the same.

34.18 All valuable records of parcel office should be kept at a proper place in the parcel office under lock and key.

**35.0 Multi - Disciplinary team for dealing with lease holders**

35.1 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.

35.2 Hand picked staff of outstanding track record and having impeccable integrity must be posted in these cells for dealing with lease holders.

35.3 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.

35.4 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.

35.5 No. of teams per shift will depend on number of platforms, number of trains arriving/departing etc.



- 35.6 Teams will comprise of representatives (on duty) from following departments:
- (i) Commercial department – Parcel staff – Team Leader.
  - (ii) Mechanical department – TXR staff.
  - (iii) Security department – RPF staff.
- 35.7 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.
- 35.8 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.
- 35.9 The name and telephone no. of the multi-disciplinary team must prominently be displayed at each parcel office. Station Manager/ Chief Parcel Supervisor should take immediate action on the complaints.
- 35.10 In case complaints of harassment are received against any particular member of a team he should be replaced.
- 36.0 **Helpline**
- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 The name and telephone no. of help line at divisional office must prominently be displayed at each parcel office.
- 37.0 **Dispute Resolution**
- 37.1 Notwithstanding any provisions in this policy, stipulations of Railway Act, 1989 will prevail. In case of any dispute in interpretation of policy, the decision of Railway Administration shall be final and binding.
- 37.2 All disputes in regard to implementation of the policy/ agreement with the Zonal Railway, under this scheme, will be referred to an Arbitrator nominated by General Manager of the Zonal Railway.
- 38.0 **Jurisdiction**
- 38.1 In case of any dispute, any suit, petition, reference or other filing shall be subject to exclusive jurisdiction of the Court \_\_\_\_\_ (name of place) City of India.

**II. Guidelines for leasing of parcel space in Assistant Guard's Cabin (AGCs) & Brakevans (SLRs)**

**39.0 Applicability of the scheme**

39.1 The parcel space of the Assistant Guard Cabin and the compartments of the Brakevans of all passengers carrying trains viz. Shatabdi, Rajdhani, Superfast, Mail, Express including Summer Specials/ Puja Specials/Holiday Specials/other special trains and ordinary passenger trains (having Brakevan) running on BG trains, may be leased out by the divisions/ zonal railways.

39.2 Parcel space of Assistant Guard Cabin of Garib Rath Express trains is not permitted to lease out.

**40.0 Minimum space to be leased out**

40.1 Minimum space to be leased out will be as follows:

Parcel Space	Minimum space	Additional space
Compartment of SLR	Entire parcel capacity of one unit	Multiples of units
Asstt. Guard cabin	Parcel capacity of Asstt. Guard cabin (i.e. 1 Tonne)	Not available

40.2 In case of mail/express and ordinary passenger trains running with 2 SLRs, from end to end, following space should be leased out:

- (i) Both the compartments of front SLR.
- (ii) Assistant Guard cabin of front SLR.
- (iii) One compartment of rear SLR.

The remaining second compartment of rear SLR will not be leased out 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.

40.3 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.

40.4 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.

40.5 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.

40.6 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.

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**41.0 Duration, Mode of leasing & it's procedure**

41.1 There will be four types of lease, depending on the duration of the leasing contract for leasing of parcel space of the compartment of Brakevans (SLRs)/ Assistant Guard's Cabin (AGCs). These are classified as follows:

	Type of lease	Period of lease	Mode of lease
(i)	Long term lease	3 years	Open tenders
(ii)	Short term lease	1 year *	Open tenders
(iii)	Temporary lease	30 days at a time	Quotation basis
(iv)	Day to day lease	Maximum 10 days at a time	Quotation basis

\*tenders will be invited for 3 years.

41.2 Open tender for leasing of parcel space in Brakevans (SLRs) and Assistant Guard's Cabin (AGCs) will be invited for a period of 3 years for all types of lease. The Tender Committee will be empowered to consider the offer(s) even below the prescribed reserve price in one tender itself. However, offers below the reserve price may be considered for reduced periods as per the norms given in following table:-

	Offered price	Duration
1.	Above the prescribed reserve price	Long Term Lease - 3 years.
2.	50% and above but less than 100% of the prescribed reserve price	Short Term Lease - 1 year.

41.3 The offered rates will be linked with the lease period.

41.4 The minimum benchmark for accepting the offer(s) shall be 50% of the prescribed reserve price applicable for that category of service/train { except - trains, notified under (i) Rajdhani Parcel Service under 'Scale-R'; & (ii) Premier Parcel Service under 'Scale-P' } for full leased capacity of that unit, which is to be leased out.

41.5 The above provisions shall not be made applicable in case of leasing of SLR/AGC by "trains, notified under Rajdhani Parcel Service under Scale-R; and Premier Parcel Service under Scale-P" for which offers below 100% of reserve price will not be accepted. This will also be not made applicable in case of leasing of Parcel Van(s).

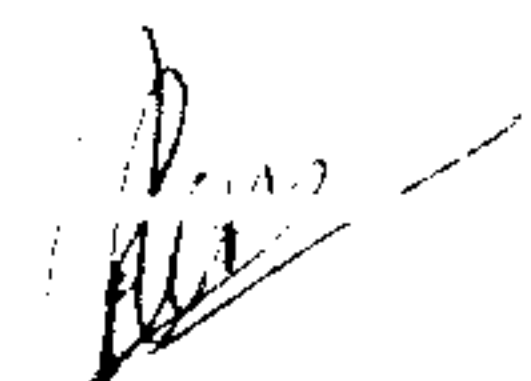
41.6 In the tender notification, it will be mentioned that if no offer(s) are received above the prescribed reserve price then Railway may consider offer(s) below reserve price for reduced period which should also be mentioned in the tender document.

41.7 The train, in which one compartment of Brakevan is leased out through open tender for long term contract or contract for one compartment is already in operation, subsequent compartment(s) of the Brakevans cannot be leased out at reduced rates for short terms.

41.8 In case no suitable bid is received even for short term lease through open tender, then the zonal railways may leased out the parcel space on 'Temporary basis' for a period of 30 days at a time by inviting quotations. The maximum period for temporary leasing should not be more than six months. Before this next open tender may be invited and finalized.

- 41.9 Procedure for leasing of parcel space on temporary basis of 30 days at a time has been detailed under para 46 of this Circular.
- 41.10 In case offers for even temporary leasing are not received then possibility of day-to-day leasing can be explored.
- 41.11 Procedure for leasing of parcel space on day-to-day basis has been detailed under para 47 of this Circular.
- 41.12 For each type of leasing, divisions/zonal railways shall enter into an agreement with the lease holder as per the standard format of agreement.
- 42.0 **Reserve price for leasing of parcel space of Assistant Guard's Cabins (AGCs) and Brakevans (SLRs)**
- 42.1 Reserve price for leasing of Assistant Guard's Cabins (AGCs) - Reserve price for leasing of parcel space of Assistant Guard's Cabins (AGCs) shall be equivalent to "1.25 times the freight" as per normal tariff rates, applicable for booking of non-leased piecemeal parcel traffic as per category of train/ service.
- 42.2 Reserve price for leasing of parcel space of compartment of Brakevans (SLRs) - Reserve price for leasing of parcel space of the compartment of Brakevan (SLR) shall be equivalent to the freight at par with the normal tariff rates, applicable for booking of non-leased piecemeal parcel traffic as per category of train/ service.
- 42.3 The zonal railways shall fix reserve price on the basis of prescribed rates/ scale applicable to that category of train/service as stipulated in para 42.1 & 42.2.
- 42.4 The minimum benchmark for accepting the offer(s) shall be 50% of the prescribed reserve price applicable for that category of service/train { except - trains, notified under (i) Rajdhani Parcel Service under 'Scale-R'; & (ii) Premier Parcel Service under 'Scale-P' } for full leased capacity of that unit, which is to be leased out. This will be applicable for **short term lease** of one year contract and **temporary lease**.
- 42.5 For **day to day lease**, the reserve price will be fixed as per para 42.1 and 42.2 above. The provision contained in para 42.4 will not be made applicable in case of day-to-day lease.
- 42.6 For trains, in which one or more compartments of SLRs have already been leased out through open tender and these are in operation, the reserve price for leasing of subsequent compartment(s) of SLR by the same train shall be equivalent to the amount of highest leased freight among the leased compartment of SLR by the same train, which are in operation or the existing parcel rate as per category of that train, whichever is higher.
- 42.7 The zonal railways, while issuing tender notification for leasing of parcel space, will publish one day's reserve price for the parcel space to be leased out. The highest bid will be determined on the basis of total annual value of the contract (amount offered by the tenderer × number of days). The tenderer whose annual value of contract is the highest among the participants will be treated as the highest bidder.
- 42.8 In case of leasing to/from intermediate stations, reserve price will be the parcel rate for that category of train for the distance covered.
- 42.9 Reserve price for leasing of Assistant Guard's Cabin (AGCs) where engine reversal is involved at enroute - In case of trains where engine reversal is involved en-route, the



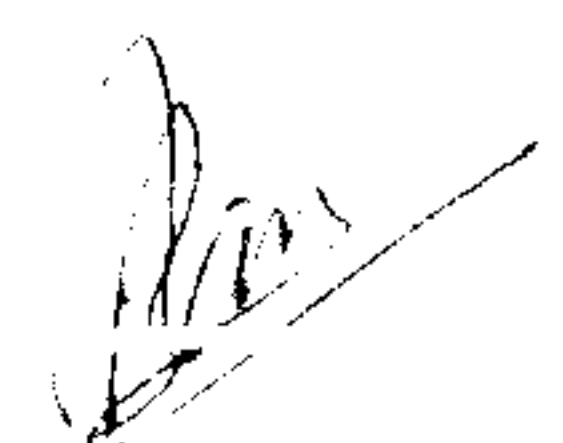




reserve price for Asstt. Guard cabin will be 10% lower for each reversal involved during the trip. (Suppose there are 3 reversals involved during a train's entire journey, but the Asstt. Guard cabin is leased out for a portion which involves only 2 reversals, then the reserve price would be 80% of the rate as stipulated in para 42.1).

**43.0 Leasing of parcel space of AGC/SLRs from Intermediate stations**

- 43.1 Parcel space of the SLRs of passenger carrying trains should normally be leased out from train's originating station to its terminating station.
- 43.2 In cases where there is no offer from originating /intermediate stations of the railway after the "inviting open tender", divisions/zonal railways can lease out parcel space from intermediate stations, provided that stoppage time of the train at that intermediate station is 10 minutes or more.
- 43.3 In case of leasing of parcel space of the Assistant Guard's Cabins/ Brakevans from/to intermediate station, prior consent/ no objection certificate must be obtained from the division/zonal railway in whose jurisdiction the train's originating station is situated.
- 43.4 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.
- 43.5 Order of priority for leasing of parcel space of SLRs/AGC should be as follows-
- (i) Originating station to Destination station.
  - (ii) Originating station to Intermediate station.
  - (iii) Intermediate station to Destination station.
  - (iv) Intermediate station to Intermediate station.
- 43.6 In case offers are received from more than 2 pairs of intermediate stations [Para 43.5 (iv)], then the parcel space between that pair of stations whose offer is higher should be leased out.
- 43.7 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.
- 43.8 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.
- 43.9 Division/zonal railway which is leasing out parcel space will send prior intimation to all concerned before commencement of leasing contract.
- 43.10 In case of leasing of AGC/SLR, the originating zonal railways shall provide a copy of 'Procedural Order/Working Instruction' to all the concerned stations/zonal railways where loading/unloading is to be carried out, giving details inter-alia name of leaseholder, train number, days of operation of lease, type of lease, duration of lease, validity date of contract, origin-destination point of lease, details of leave, mode of payment etc.

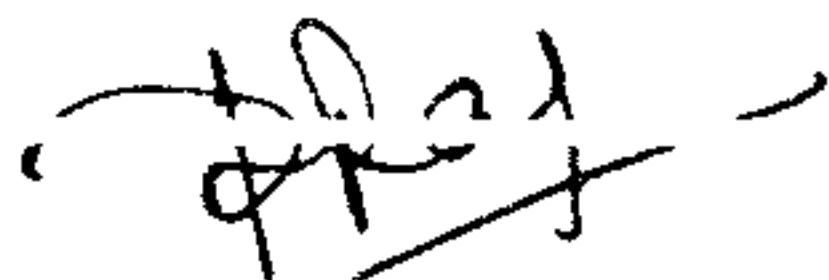


**44.0 Leasing of parcel space of Brake vans (SLRs) by Ordinary Passenger trains**

- 44.1 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.
- 44.2 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) provided it is not restricted for handling of leased parcel traffic.
- 44.3 Loading/unloading of parcels at all stations will be carried out by leaseholder.
- 44.4 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.
- 44.5 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.
- 44.6 Where ordinary passenger trains are running with single SLR, leasing of one 4 Tonne compartment may be done.

**45.0 Leasing of parcel space of Assistant Guard's Cabin**

- 45.1 Assistant Guard's Cabin of front SLR of all passenger carrying trains will be leased out for 1 Tonne capacity to courier companies/lease holders.
- 45.2 Lumpsum leased freight will be collected for 1 Tonne capacity even if actual utilization of parcel space is less.
- 45.3 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.
- 45.4 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.
- 45.5 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.
- 45.6 However, the representative of the lease holder who is permitted to travel in the Asstt. Guard cabin can be changed enroute.
- 45.7 The authority mentioned in Para 45.5 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.



- 45.8 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.
- 45.9 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.
- 45.10 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.
- 45.11 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.
- 45.12 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.
- 46.0 **Procedure for leasing of parcel space of AGC/SLR on temporary basis**
- 46.1 Leasing of parcel space on a temporary basis is permitted only to registered lease holders.
- 46.2 The system of temporary lease for Brakevans (SLRs)/Assistant Guard Cabin (AGCs) shall not be resorted to in case of those trains to which leased Parcel Vans are attached or any of the SLR compartments have been leased out through open tender. When no offer is received through open tenders and none of the compartments of SLR on a train are leased out through open tender. In such cases, all the leasable compartments of the SLR of such trains may be leased out by inviting quotation for a period of 30 days at a time. The maximum period for leasing of SLRs/AGCs on temporary basis will be six months. Fresh quotation will be invited each time after completion of each 30 days period.
- 46.3 These may be leased out and allotted to the lease holder by the zonal railways/Divisions by calling quotations.
- 46.4 When parcel space in a train is to be leased out on temporary basis, a notice i.e. 'Notice for calling Quotations' should be displayed atleast 7 days in advance giving full details viz. train No., space available, reserve price and the due date of opening of quotation etc. It shall also be mentioned in the notice that offers can be considered below the reserve price also. For cases where the reserve price (for 30 days) is less than Rs. 3 lakhs the 'Notice for calling Quotations' should be displayed on the notice board in the DRM office and Parcel office of the originating point and other suitable location. For cases where the reserve price (for 30 days) is more than Rs. 3 lakhs, the 'Notice for calling Quotations' should be published in the newspapers also apart from the display on the notice board in DRM office and Parcel office of the originating point and other suitable location.



- 46.5 Every originating train on a division (which has not been leased out on long term or short term basis) will be allocated one day in a month when fresh bids for temporary lease of that train would be entertained.
- 46.6 Trains should be evenly spread out so that there is no bunching on any one particular day of the month.
- 46.7 The venue, date and time of opening of quotations will be prefixed and no change in any case be done.
- 46.8 In case the nominated day happens to be a holiday, then the bids would be opened on the next working day.
- 46.9 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, originating-terminating station, number of compartment available for lease etc.
- 46.10 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.
- 46.11 Interested parties may drop their quotations in sealed cover in a box provided for this purpose. The quotations will be opened in presence of following concerned officer at notified date and time.
- (i) Assistant Commercial Manager.
  - (ii) Assistant Divisional Finance Manager.
  - (iii) One member as notified.
  - (iv) Applicants or their authorized representatives.
- 46.12 The proceedings of opening of quotations will be prepared and signed by all the railway officers present at the time of opening of quotation.
- 46.13 No quotation will be accepted if it is not submitted by the applicants themselves or their authorized representatives.
- 46.14 The 'Security Deposit' in case of leasing contracts on temporary basis would be the same as laid down under para 6 of this circular.
- 46.15 Allotment letter will be issued within 72 hrs. from the date of opening of quotations. A brief and standard agreement will be signed between allottee and Railway.
- 46.16 The lease holder will have to start the loading within 3 days from the date of receipt of allotment letter.
- 46.17 All other terms and conditions including collection of one-day advance freight etc. will be applicable.
- 47.0 **Procedure for leasing of parcel space on day-to-day basis**
- 47.1 Leasing of parcel space in SLRs/Asstt. Guard cabin on a day-to-day basis is permissible only to registered lease holders.
- 47.2 Leasing of parcel space on day-to-day basis will be permitted for only those trains which have not been leased out on either Long Term or Short Term or Temporary basis. These may be leased out by divisions on a day-to-day basis for a period not exceeding 10 days at a time.



COMPREHENSIVE PARCEL LEASING POLICY

- 47.3 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.
- 47.4 These may be leased out and allotted to the registered lease holders by divisions without inviting tender on 'highest offer received' basis, provided that the offer is above the prescribed reserve price. There will be no need to obtain finance concurrence.
- 47.5 This will be done at least 24 hrs. in advance of the departure date.
- 47.6 Prospective lease holders who are desirous of taking day-to-day lease should contact the ACM in the divisional hdqtrs. and offer their bids.
- 47.7 Division will maintain a separate priority register for train-wise allotment of parcel space on day-to-day lease (separate pages will be allocated to each train) in the following format :

I.	II.	III.	IV.	V.	VI.	VII.	VIII.	IX.	X.	XI.	XII.
Sr. No.	Date & Time of application	Name of party	Train No.	Scale applicable	Per tonne Parcel rate	Freight of parcel space	Offered rate	Days of lease.	Signature of party.	Signature of ACM.	Remarks.

- 47.8 Lumpsum leased freight for the entire period of day-to-day lease allotted shall be collected in advance.

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(File No. 2011/TCO/10/10/2)

### **III. Guidelines for leasing of parcel space of Parcel Vans (VPs)**

#### **48.0 Applicability of the scheme**

48.1 The scheme is applicable to Parcel Vans (VPHs/VPs/VPU/VPRs etc) and either being attached to Mail/Express trains or being run as part of Parcel Express train. (Throughout this policy, wherever the term Parcel Van has been used it cover VPs/VPHs/VPU/VPRs etc.)

48.2 Leasing of Parcel Vans (VPHs/VPs/VPU/VPRs etc) is not permitted by Ordinary passenger trains Shatabdi, Jan-shatabdi, Duranto, Rajdhani Express trains etc.

48.3 Leasing of Parcel Vans can be done even for those trains where SLRs have not been leased out.

#### **49.0 Duration, minimum space & Mode of leasing for contracts:**

49.1 Parcel space of the Parcel Vans (VPHs/VPs/VPU/VPRs etc) will be leased out on round trip basis, only for long terms contracts by inviting bids through open tenders. Leasing of Parcel Vans is not permitted on short term, temporary or day-to-day basis.

49.2 Minimum space to be leased out shall be entire parcel capacity i.e. permissible carrying capacity of Parcel Vans (VPHs/VPs/VPU/VPRs etc).

#### **50.0 Operational Clearance/ No Objection Certificate**

50.1 In all cases of leasing of parcel space of the Parcel Van (VP), before inviting tenders, the zonal railway (owning or destination zonal railway) who intends to lease out Parcel Vans, must obtain consent and operational clearance (NOC) from the zonal railway of other-end. The operational clearance/NOC should be issued by the concerned zonal railway within a period of 15 (fifteen) days.

Tender should not be called for by the zonal railway without obtaining operational clearance (NOC) from the concerned zonal railway(s).

#### **51.0 Invitation of tenders for leasing of Parcel Vans**

51.1 Normally leasing of Parcel Vans should be done from end-to-end/ on round trip basis by the owning railway of the train.

51.2 However, if the owning railway fails to lease out Parcel Van through open tender, only then the zonal railway of the other-end/destination-end may lease out Parcel Vans on round trip basis with the prior consent and obtaining operational clearance (NOC) from the owning railway.

51.3 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.

Leasing of Parcel Vans on round trip, by attaching/detaching VP at enroute station can only be permitted with the prior consent and obtaining operational clearance (NOC) from the owning as well as destination zonal railway.



However, such attachment and detachment may only be done keeping in view the availability of room in train composition, stoppage time of train at the station and operational feasibilities to attach/detach Parcel Vans (VPs).

51.4 Leasing of Parcel Vans should only be done to/from such intermediate stations where following conditions exist :

(i) Minimum distance of 500 kms. is covered in each direction, from lease originating to lease terminating station.

“Leasing of Parcel Vans (VPHs) on round trip basis is permitted even for less than 500 kms in each direction of leasing. However, the reserve price will be fixed for a minimum distance of 500 kms. for each direction”.

(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.

51.5 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) Attaching/detaching (Shunting) of Parcel Vans from one train to another train is permissible at one enroute junction station on the jurisdiction of any zonal railway. However, in such cases operational clearance/NOC must be obtained from the concerned zonal railway of enroute station where shunting is required to be done before leasing of Parcel Vans on round trip basis. The zonal railways of that enroute station must reply/ give its clearance by return fax within 7 (seven) days after receipt of the letter from the zonal railway seeking NOC.

(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.

51.6 Loading/unloading facility at intermediate station(s) can only be allowed at such station(s), which are mentioned by the tenderer/ leaseholder in the tender form subject to having stoppage time of train at that station(s) 10 minutes or more provided such station(s) have not been restricted by any of the zonal railway.

51.7 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) Attaching/detaching (Shunting) of Parcel Vans from one train to another train is



permissible at one enroute junction station on the jurisdiction of any zonal railway. However, in such cases operational clearance/NOC must be obtained from the concerned zonal railway of enroute station where shunting is required to be done before leasing of Parcel Vans on round trip basis. The zonal railways of that enroute station must reply/ give its clearance by return fax within 7 (seven) days after receipt of the letter from the zonal railway seeking NOC.

- (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.

51.8 Non-leased Parcel Van(s) are also permitted to be attached in those trains where leased Parcel Van(s) are running, with the approval of CCM, provided sufficient room for attaching additional Parcel Van is available on that train, in following cases-

- (i) Indent/Demand placed for Parcel Van (VP) by Military Secretary to President of India; Special Protection Group (SPG) for VVIP escort; Relief Material in case of natural calamities; Election material; demand for kit-wagon (VP) by Railway officials; Railway Material Consignments (RMC) etc. are permitted to be attached by those trains where leased Parcel Van (VP) is running. Allotment of Parcel Van will be made by the zonal railway as per preferential schedule for allotment of Parcel Vans.
- (ii) 'Train service Parcel Van(s)' may be permitted by the CCM in case of clearance of accumulated outward parcel traffic/transit traffic/seasonal perishable traffic/ unexpected demand of piecemeal parcel traffic booked through railway.
- (iii) Indented/ Demand's Parcel Van(s) can also be permitted by CCM, to be attached by those trains where leased Parcel Van (VP) is running.

Before attaching additional Parcel Van, operational feasibility may be obtained from the operating department of originating zonal railway.

51.9 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.

51.10 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.

51.11 The originating zonal railways shall provide a copy of agreement to the zonal railway of other-end (destination station).

If loading/ unloading facility is granted at enroute stations, the zonal railway of originating station shall provide 'Procedural Order/ Working Instruction' to all the concerned stations/ zonal railways where loading/ unloading is permitted, giving details inter-alia name of leaseholder, train number, days of operation of lease, type of lease, duration of lease, validity date of contract, origin-destination point of lease, details of leave, mode of payment etc.





**52.0 Reserve Price for leasing of Parcel Vans**

52.1 Reserve price for leasing of Parcel Van shall be equivalent to the freight for entire permissible carrying capacity of vehicle meant for loading of parcels, on the basis of category of service/ train as given below. The Reserve Prices stipulated under this para will be applicable only for Long Term Lease. Parcel Vans shall be leased out on round trip basis, only for long term contracts. Leasing of Parcel Vans will not be permitted on short term, temporary or day-to-day lease.

52.2 Reserve Price shall be fixed by the Commercial department with vetting from Associate Finance, based on guidelines given below.

52.3 For trains where one or more Parcel Vans have already been leased out through open tender and is in operation, the reserve price for the subsequent Parcel Van by the same train shall be equivalent to the amount of highest leased freight among the leased Parcel Vans running by the same train and it is in operation subject to successful completion of leased Parcel Van up to period of one year.

52.4 Reserve price for leasing of Parcel Van on Round trip basis shall be as under-

<b>Applicable for</b>	<b>Type of service Category of train</b>	<b>Reserve price for Round trip</b>
<b>For all origin-destinations (including NFR)</b>	Trains notified under "R" category	1.50 times of single journey freight at Scale-R
	Trains notified under "P" or "S" category	1.50 times of single journey freight at Scale-P

52.5 Reserve price applicable for leasing of round trip Refrigerated Vans (VPRs) on all zonal railways including NF Railway will be as under:-

<b>Applicable for</b>	<b>Category</b>	<b>Reserve price for Round trip</b>
<b>For all origin-destinations (including from/to NFR)</b>	As per types of service/ trains	1.50 times of single journey freight as applicable for round trip Parcel Vans (as per category of train)  i.e. 1.5 x [1.50 times of single journey freight at Scale-R or Scale P (as per category of train)]

52.6 For determining the reserve price for leasing of Parcel Van(s) on round trip basis, the following methodology may be adopted -

- (i) Category of train for return direction must also be ascertained by the leasing zonal railway from the zonal railway of other-end/ destination railway.
- (ii) If in either of the two directions, the train is notified at "Scale-R", the reserve price shall be determined at "1.50 times of single journey freight at Scale-R" for all origin-destinations.
- (iii) "Scale-S" will not be applicable for leasing of Parcel Van on round trip basis. The reserve price shall be worked out at minimum of "Scale-P" even when the proposed Parcel Van is to be leased out/ attached by a train which is notified under the category of 'Standard Parcel Service' at "Scale-S" in both direction or either direction.




52.7 **Guidelines for fixation of reserve price for Parcel Vans**

- (i) **Comparison of lease rates with the normal parcel tariff rates (non-leased piecemeal parcel traffic booked through railways):** There is no need to compare the reserve price/offered rates of leased Parcel Vans (VPHs/VPs/VPU) with the tariff rates of normal parcel booking i.e. non-leased piecemeal parcel traffic booked through Railway as both are separate products.
- (ii) **Comparison of rates with the rates of other trains:-** Each train is a separate product depending upon the timing of train, location and origin-destination points of the train and total journey time of train. Comparison of offered rates of leased Parcel Van of a train with the rates/offered rates of leased Parcel Van by other trains would not be justified in every case.
- (iii) **Leasing of more than one Parcel Van (VP) by the same train:** If more than one Parcel Van is to be leased out by the same train, the zonal railway may call for offers in a single tender, by the same train, at the same time, for all the Parcel Vans, which are to be leased out. Tender Committee may award the contracts for all the VPs to the highest offers received (H-1, H-2, H-3 and so on) provided that the offers are above the reserve price and the difference between highest and lowest acceptable offer is less than **10%**.
- (iv) **Leasing of Parcel Van for lesser number of days:** As per para 17.1 (i) and Para 17.1(ii), the tenderer/ leaseholder shall be required to mention the number of days he wants to operate the contract and number of days he wants to avail leave. It is upto the leaseholder to indicate number of days on which he wants to operate service. The highest bid will be determined on the basis of total annual value of contract (amount offered by the tenderer x number of days). The tenderer whose annual value of contract is highest among the participants shall be treated as highest bidder.

52.8 The trains where more than one VP is leased out; and on any specific day there is shortage of VP; the allotment of VP shall be on rotation basis. (e.g. If VP is allotted to 'A' on any specific day, next time the VP will be allotted to 'B' on the same circumstance).

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**Application for Registration of Lease Holders**

To-

**Sr. DCM or Chief Commercial Manager (FM),  
Name of the Division/ name of Railway.  
(Address).**

1. Category under which Registration sought : :
2. Name of applicant (individual/firm/company/society) : :
3. Nature of applicant :  
(Whether individual/Firm/Company/Joint Venture) :
4. Whether Partnership Firm : :
5. Address :  
(Copy of address proof) :
6. Details of Registration of Firm/Company/Society :  
(copy attached) :
7. Annual turnover of the business of the firm/applicant :  
(Copy of audited balance sheet attached) :
8. Location of premises from where leasing work will be :  
conducted :  
(i) Address :  
(ii) Area in Sq. Mts. :  
(iii) If owned, proof of ownership of premises  
(iv) If rented, proof thereof (copy of lease deed)
9. Current business profile : :
10. Service Tax Registration Number : :
11. TIN Number/ Sales Tax Number : :
12. Attested copy PAN Card (either of proprietor or of the company) : :
13. Telephone Numbers of Office of the company/firm : :
14. Names and addresses of persons authorized to deal :  
with business with Railway Authorities : :
15. Contact number of the concern person authorized to :  
deal the business with Railways :  
(i) Office  
(ii) Residence  
(iii) Mobile number of the concerned officer
16. Photographs of lease holder and his authorized :  
representatives. : :

Date : \_\_\_\_\_ place \_\_\_\_\_ .

Signature of applicant  
(with full address)  
Stamp/ Seal of firm/Company



**Certificate of Registration for Lease Holders**

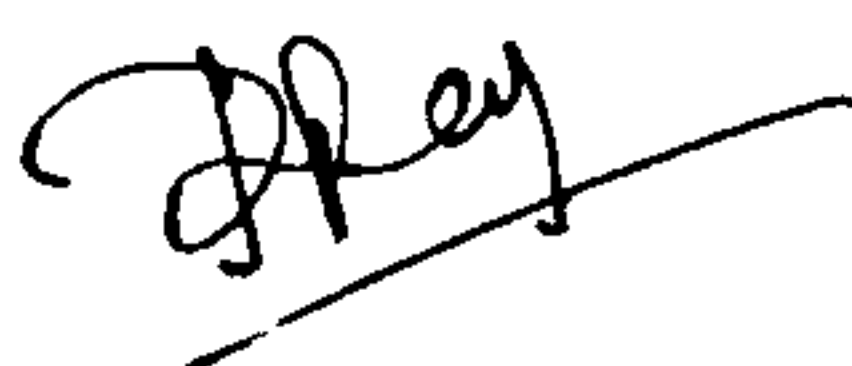
This is to certify that M/s. \_\_\_\_\_ (*Name of company/firm/individual*) having their registered office at \_\_\_\_\_ (*Address of company*) have registered themselves under Category “ \_\_\_ ” lease holder on \_\_\_\_\_ division /railway (*Name of division/zonal railway*) of \_\_\_\_\_ railway (*Name of zonal railway*).

They have paid the required registration fee of Rs. \_\_\_\_\_ for the purpose of participating in parcel leasing tender and operating leasing contracts pertaining to Asst. Guard Cabins/ Brake vans/Parcel Vans.

This registration will normally be valid for a period of 5 (five) year from \_\_ / \_\_ /\_\_\_\_ to \_\_ / \_\_ /\_\_\_\_ unless the registration is prematurely cancelled by the railway administration as a punitive measure for violating laid down terms and conditions of the policy/ contract.

Date : \_\_\_\_\_ place \_\_\_\_\_.

Signature of Sr. DCM/DCM or Dy. CCM  
Name of Division/ Name of Railway



**MANIFEST**

(To be submitted by lease holder)

- |  |  |
|--|--|
| 1. Name of leaseholder M/s: _____                | 2. Telephone/Mobile No.: _____                         |
| 3. Address : _____                               |  |
| 4. Type of lease (short term or long term) _____ | 5. Period of lease: From ___/___/___<br>To ___/___/___ |
| 6. Parcel space leased out (AGC/ SLR/ VPH) _____ | 7. Train No. _____                                     |
| 8. From (originating station) _____              | 9. To (destination station) _____                      |
| 10. Railway MR No. _____                         | 11. Date of issue of MR : _____                        |
| 12. Lumpsum leased freight: _____                | 13. Date of loading _____                              |

Sr. NO.	From	To	No. of packages	Description of consignment	Private marking	Weight	Name and complete address of consignor	Sales Tax Registration /TIN of consignor	Name and complete address of consignee	Sales Tax Registration /TIN of consignor

**Total weight** \_\_\_\_\_

(Content/ description of commodity/goods has been mentioned on each package through Past-on-label or through ink)

Signature of leaseholder  
or his authorized representative  
(with date and place)

To be countersigned by the Railway staff of originating/ loading station





## **DECLARATION**

**(To be printed on the reverse-side of Manifest)**

1. In the leased SLR/VP, I have loaded only such commodities, which are permissible to be carried as 'Parcel' under the prescribed railway rules.
2. The consignments loaded in the leased SLR/VP, are within the permissible carrying capacity of vehicle and no overloading is done.
3. I shall load the parcels from intermediate station(s) in such a manner that the weighment of parcels loaded in the leased SLR/VP shall not exceed the permissible carrying capacity of vehicle between any leg of it's journey.
4. I have loaded the consignments in such a manner that the packages are evenly distributed/ spread out in the vehicle equally to avoid hazardous situation.
5. Adequate space has been left between roof of the vehicle and the top layer of the packages loaded in the vehicle to avoid direct contact with the ceiling and electric lamps/ bulbs.
6. I have not loaded the commodities listed in Red Tariff, offensive, contraband, dangerous, explosive, inflammable material and any other commodities which are prohibited by the Railway or banned by the Civil Authorities from time to time for transportation in the leased SLR/VP. I have ensured that the fuel tanks of 2/3/4 wheeler vehicles, loaded in the leased SLR/VP, are completely empty.
7. I have prepared detailed 'Manifest as per the prescribed format for consignments being transported by me in the leased vehicle. Description of each package, loaded in the leased vehicle, has been given through ink marking or through paste-on-labels. In case of false declaration/non-declaration of the commodity of any packages, the Railway Administration shall have the right to impose punishment as per rules.
8. I shall be solely responsible for the claims, compensation for the consignments carried by me in the leased vehicle. I will not prefer any claims towards damage, destruction, deterioration of any consignment, which occurred during transit.
9. I hereby declare that I have followed all the safety norms as per the contract agreement.

I had personally supervised the loading and ensured that the above declaration is true and correct. I shall be responsible if any from the above stipulations is found incorrect/ false.

Signature of leaseholder  
or his authorized representative  
(with date and place)



## CASH BOOK FOR LEASED PARCEL TRAFFIC

Name of leaseholder M/s. \_\_\_\_\_ for the month of \_\_\_\_\_ 2010.

Parcel space leased out (AGC/SLR/VPH) \_\_\_\_\_ Train No. \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Type of lease (short term or long term) \_\_\_\_\_ Period of lease from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Date of lease operation	Leased amount (Rs.)	Permissible CC	Details of deposition of amount				Reason for non-loading
			Money Receipt No	Date of MR	Amount (Rs.)	Leased amount paid for date	
<b>Total</b>							

(Separate account should be maintained for each leaseholder)

### SUMMARY OF THE MONTH

Opening balance (Balance freight from previous month)		Total No. of loading days during the month	
		Actual No. of days loading done during the month	
Total amount deposited during the month & taken in the balance sheet		Total No. of leave days during the month	
		Actual No. of days leave availed during the month	
Closing balance (to be C/F to the next month)		Total No. of non-loading days during the month	
		Actual No. of days non-loading days availed	

Date : \_\_\_\_\_  
Name of station: \_\_\_\_\_

Signature of Chief Parcel Supervisor

