

**GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
( RAILWAY BOARD )**

**No. 2006/TC(FM)/10/14.**

भारतीय रेलवे बोर्ड - 110 001, दिल्ली  
Rail Bhavan, New Delhi - 110 001, dated **06.09.2006**

**The General Managers,  
All Indian Railways.**

**Sub: Standard format of agreement to be signed between Railway administration and leaseholder for contracts of leasing of parcel space in the Brake Vans/Assistant Guard Cabin/Parcel vans.**

**Ref: 'Comprehensive Parcel Leasing Policy' circulated under FM Circular No. 12 of 2006 vide Board's letter No. 2006/TC(FM)/10/1 dated 28.03.2006.**

Further to Board's above referred letter, a copy of the specimen standard format of the agreement to be signed between Railway Administration and leaseholders for contracts of leasing of parcel space in the Brake Vans/Assistant Guard Cabin/Parcel vans, is sent herewith.

The zonal railway may make minor changes as per their requirement.

The standard format of the agreement has been vetted by Finance and Legal Directorates of the Ministry of Railways.

Please acknowledge receipt.

DA: As above.

**(N. Madhusudana Rao)  
Executive Director Freight Marketing**

No. 2006/TC(FM)/10/14.

New Delhi, dated 06.09.2006

Copy forwarded to:

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

**for Financial Commissioner/Railways**

No. 2006/TC(FM)/10/14.

New Delhi, dated 06.09.2006

Copy forwarded for information/ necessary action to:

1. The Chief Commercial Manager, All Indian Railways.
2. The Chief Commercial Manager (FM), All Indian Railways.
3. The Managing Director/Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot No.6, Sector 11, CBD Belapur, Navi Mumbai-400014.
4. MT, FC, AM(C), AM(F), Adv. (F), EDF(C&RM), EDPG, EDV(T), DF(C), DTC(CI),/ Railway Board, New Delhi for kind information.

**(N. Madhusudana Rao)  
Executive Director Freight Marketing**

## **SPECIMEN FORMAT**

AGREEMENT FOR LEASING OF PARCEL SPACE IN BRAKEVANS/PARCEL VANS/ASSISTANT  
GUARDS CABIN BY TRAIN NO. \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_ .

This agreement executed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between the President of India acting through the Chief Commercial Manager/ Divisional Railway Manager, \_\_\_\_\_ (name of zonal railway/ division) of \_\_\_\_\_ Railway herein after called "Railway Administration" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean & include its successors and assignees) on the one part and, Shri/ M/s. \_\_\_\_\_ (name and full address of the firm or transporter or the person to whom the parcel space is being leased out) hereinafter called the leaseholder on the other part for leasing of parcel space in Brakevans/Parcel Vans/ Assistant Guards Cabin having carrying capacity of \_\_\_\_\_ tonnes by Train name/number \_\_\_\_\_ for the transportation of parcels from \_\_\_\_\_ to \_\_\_\_\_ for a period of \_\_\_\_\_ years, Railway Administration and the Leaseholder do hereby jointly and severally covenant and agree in the manner following that is to say.

### **GENERAL STIPULATIONS/ DEFINITIONS:**

In this agreement, unless a different intention appears from the subject or context, the expression:

- A. The President of India and the Divisional Railway Manager/ General Manager of the \_\_\_\_\_ Division/ Railway include their successors and assignees.
- B. "Railway Administration" means and includes the President, Union of India and his successors and assignees the General Manager, Chief Commercial Manager, Chief Commercial Manager (FM), Chief Commercial Manager (PM), Divisional Railway Manager, Chief Traffic Manager, Sr. Divisional Commercial Manager, \_\_\_\_\_ Division / \_\_\_\_\_ Railway and their successors and assignees.
- C. "Leaseholder" includes legal representatives of the Leaseholder.
- D. "Parcel" means consignments/ packages booked at Coaching rates and are usually permitted to be carried by Rail or other passenger carrying trains.

## **TERMS AND CONDITIONS OF THE AGREEMENT**

### **1.0 Assured supply of leased parcel space**

1.1 Railway Administration will provide \_\_\_\_\_ tonnes parcel space to the leaseholder in (Ist compartment of front Brakevan/ IInd compartment of front Brakevan/ Ist compartment of rear Brakevan/ Assistant Guard's compartment/ Parcel Van) for the transportation of parcel traffic on \_\_\_\_\_ (days of leasing i.e. daily/weekly/bi-weekly etc.) by train No \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ with effect from \_\_\_\_\_ (date/month/year) for a period of \_\_\_\_\_ years.

1.2 The guaranteed supply of Brake Vans/ Parcel Vans will be in normal circumstances. In unavoidable circumstances or operational exigencies, Railway shall not be bound to fulfill its commitment. In such circumstances, lumpsum leased freight of that day will be adjusted for next day/next loading.

1.3 Railway administration shall not give guarantee to supply any specific type of coaching vehicle. In case of non-availability of VPH having carrying capacity of 23 tonnes, the Railway administration may supply 18 tonnes VP or VPU.

### **2.0 'Security Deposit' to be deposited with Railway Administration**

2.1 The leaseholder has deposited Bank Guarantee for Rs. \_\_\_\_\_ vide No. \_\_\_\_\_ dated \_\_\_\_\_ drawn at \_\_\_\_\_ Bank ( nationalized Bank) as Security deposit in favour of Sr. Divisional. Finance Manager, \_\_\_\_\_ Division of \_\_\_\_\_ Railway as valid upto the contractual period + three months i.e. \_\_\_\_\_ as 'Performance Guarantee'. In case of performance failure or non-payment of Railway's due for whatsoever reason, the Railway Administration shall have the right to encash the same during the period of validity of Bank Guarantee.

### **3.0 Validity of contract and lumpsum leased freight payable**

3.1 The contract for leasing will commence with effect from \_\_\_\_\_ (date/month/year) and it will remain valid up to \_\_\_\_\_ (date/month/year) for a period of \_\_\_\_\_ years. The lumpsum leased freight payable for leasing of \_\_\_\_\_ tonnes parcel space in the (Ist compartment of front Brakevan/ IInd compartment of front Brakevan/ one compartment of rear Brakevan/ Assistant Guard's

compartment/ Parcel Van) by train No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ shall be Rs. \_\_\_\_\_ for each single journey.

- 3.2 No Budgetary increase will be applicable during the currency of contractual period.
- 3.3 The surcharge leviable for bulky articles will not be applicable under the scheme as handling/loading/unloading is done by the lease holder.
- 3.4 The leaseholder shall not compete with Railways for the traffic being proposed or moved by the Railway for parcel/luggage transport.
- 3.5 The lumpsum leased freight shall be payable in advance for the entire carrying capacity of leased parcel space irrespective of its actual utilization of parcel space by the Leaseholder.
- 3.6 The Leaseholder shall be liable to deposit the lumpsum leased freight as mentioned in para 3.1 above at the originating station itself with Chief Parcel Supervisor \_\_\_\_\_ .
- 3.7 In case of leasing of Parcel Van on round trip basis, 50% of the agreed upon lumpsum round trip leased freight would be deposited at each end.

#### 4.0 **Advance payment of lumpsum leased freight**

- 4.1 The Leaseholder shall be required to deposit the lumpsum leased freight in advance as mentioned below at the originating station.
- 4.2 At the first instance, the leaseholder shall deposit lumpsum leased freight for six days for 4 Tonne SLR compartment & 1 tonne in case of Asstt. Guard cabin. The leaseholder shall deposit lumpsum leased freight for five days at a time after every 5 days so that minimum 1 day reserve remains with the railways. At the end of the contract period, for the last 5 days, the leaseholder shall deposit lumpsum leased freight for 4 days only and 1 day's reserve lumpsum leased freight will be adjusted accordingly. In case of SLRs/Asstt. Guard cabin of trains which are not running on a daily basis (weekly/bi-weekly/tri-weekly etc.), leaseholder will be required to deposit the lumpsum leased freight for 4 trips of the train in the first instance. Thereafter, the leaseholder shall deposit lumpsum leased freight for 3

trips of the train after every 3 trips so that minimum 1 trip reserve remains with the railways. At the end of the contract period, for last 3 trips, the leaseholder shall deposit lumpsum leased freight for 2 trips only and 1 trip's reserve lumpsum leased freight will be adjusted accordingly.

4.3 In case of Parcel Vans, at the first instance, the leaseholder shall deposit lumpsum leased freight for the leased parcel van for 3 days/trips. Thereafter, the leaseholder shall deposit lumpsum leased freight for 2 days/trips at a time after every 2 days/trips so that minimum 1 day/trip reserve of lumpsum leased freight remains with the railways. At the end of the contract period, for last 2 days/trips, the leaseholder shall deposit lumpsum leased freight will be collected for 1 day/trip only and 1 day's/trip's reserve of lumpsum leased freight will be adjusted accordingly.

4.4 Details of collection of advance lumpsum leased freight should be given in the Money Receipt itself indicating the following:

- (i) Name of leaseholder.
- (ii) Train No.
- (iii) Capacity of parcel space leased out.
- (iv) From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (both days inclusive).

4.5 Leaseholder shall be liable to produce clear photo copies of the money receipt as documentary proof in regard to payment of lumpsum leased freight for leased SLR of a particular day at any time while transporting his consignment.

4.6 If leaseholder fails to load leased parcel space on any specific day without prior permission of railway administration, the lumpsum leased freight of that day shall be forfeited.

#### 5.0 **Adjustment in advance lumpsum leased freight due to non-loading of Brakevan(SLR)/ Parcel Van (VP)**

5.1 As mentioned below in paras 5.1.(i) and 5.1.(ii), where non-loading of parcel space by leaseholder is not due to leaseholder's fault, lumpsum leased freight charges of that day deposited in advance will be adjusted against the next payment due and one day's/trip's less lumpsum leased freight charges collected accordingly. In case the day happens to be in the last period of the lease contract, then the advance lumpsum leased freight paid will be adjusted against the advance lumpsum leased freight payable by the leaseholder for any other leasing contract that he has at

that station. In case the advance lumpsum leased freight cannot be adjusted in this manner, then the same shall be granted as a refund.

5.1.(i) When the leased space is not made available by the Railways due to unavoidable circumstances including one of the following:

- (i) damage to inside walls of SLR due to theft during previous trip,
- (ii) breakage of floor,
- (iii) non-availability of front SLR,
- (iv) SLR sealed through to destination by railway staff at originating station,
- (v) carriage of dead body in SLR compartment,
- (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.

In above cases reasons mentioned for non-loading must be certified by a multi-disciplinary team comprising representative of commercial, mechanical and security departments nominated for this purpose.

5.1.(ii) When the leaseholder is not able to load the parcel space due to unavoidable circumstances including one of the following :

- (i) Public agitation,
- (ii) Bandh, etc.

## 6.0 **Grant of leave to leaseholder**

6.1 The provisions of leave shall be made applicable only to leasing contracts, which have been leased out for Long Term or Medium Term basis or Short Term basis at the rate of maximum of 1 (one) day's leave per month (for 30 days operation). In case of weekly/bi-weekly trains, the leave would be granted at the rate of 1 day for 30 trips of the train.

6.2 This leave can be availed by the leaseholder as per his choice of national holidays like 15th August, 26th January, 2nd October or regional festivals such as Holi, Diwali, Bihu, Pongal etc. In all such cases, adjustment in lumpsum leased freight will be allowed for subsequent/future loading by the same leaseholder at the station itself. Leave can be accumulated and be availed of at one time also. At the end of each year, accumulated leave would lapse, and balance leave at the start of next year will start from zero.

6.3 Leaseholder can also avail of 1 day non – loading per week by depositing 15% of the lumpsum leased freight rate. However, such notice of non – loading must be given at the station, at least 48 hrs. before the departure of the train.

6.4 In addition to above leave, the leaseholder can also avail more number of days of non-loading by depositing 30% of the lumpsum leased freight rate. However, such notice of additional days of non-loading must be given at the station, at least 48 hrs. before the departure of the train.

*(Include this para, If applicable. Otherwise this para should be deleted.)*

**7.0 Failure of leaseholder in fulfilling his obligations after having started loading:**

7.1 If the leaseholder fails to load leased SLR/VP on any day without any genuine reason and without prior permission of the Railway administration, the lumpsum freight for that day shall be forfeited.

7.2 If the leaseholder after commencement of loading in leased SLR/Asstt. Guard cabin/VP fails to operate the contract continuously for 10 days without giving any notice, his contract will be cancelled and security deposit forfeited.

7.3 In case of three such failures within a period of 5 years, his registration will be cancelled along with other penalties mentioned under Para 7.4 below.

7.4 If the registration of a leaseholder is cancelled as a punitive measure, either for reasons of repeated over loading or for repeated failure to start loading after award of contract, or for attempt to deliberately defraud railways or for repeated violation of any of the existing stipulations where cancellation of registration has been legislated as the penalty, then the entire registration fee would be forfeited.

In addition to forfeiture of registration fee, all his existing leasing contracts being operated from that division would also be cancelled. However, contract can be cancelled/ terminated by the Railways with the approval of tender accepting authority.

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

7.5 Appeal against cancellation of registration will lie to CCM.

## 8.0 **General terms and conditions of the scheme**

- 8.1 Railway staff will not supervise loading/unloading of parcels at originating/destination/intermediate station.
- 8.2 Leaseholder shall be solely responsible for canvassing, acceptance, booking, handling, loading/unloading, documentation and delivery of parcels etc. from the parties concerned at originating, destination and intermediate stations. Leaseholder will put his identification mark/ labels to differentiate consignments of his various customers loaded in leased Brake van/ Parcel Van.
- 8.3 Leaseholder shall padlock the Brake Van/Parcel Van. In addition to the leaseholder's padlocks, the railway will put his seal on Brake van/Parcel Van.
- 8.4 The leaseholder shall bring the parcels and load in the leased Brake Van attached to passenger carrying train at specific platform where the train has been placed. In case of leased Parcel Vans, leaseholder shall load parcels in the Parcel Van at a specific platform/terminal notified by the Railway Administration for this purpose.
- 8.5 In case detention to a train beyond the scheduled stoppage takes place on account of loading/unloading by the leaseholder, a fine of Rs. 500/- shall be imposed for each such occasion.
- 8.6 Leaseholder shall load only such commodities, which are permissible to be booked as 'Parcel', under prescribed Railway Rules.
- 8.7 The leaseholder shall be responsible to take following precautions to prevent incidence of fire in the Brakevans or Parcel Vans of passengers' carrying trains:-
- (i) The leaseholder shall be responsible for proper supervision of loading/unloading to avoid any hazardous situation, also ensuring proper locking of the doors of Brakevans. All the consignments should not loaded at one place or direction of the vehicle. It should be evenly distributed/ spread out in the vehicle equally.

(ii) Adequate space must be left between roof and the top layer of the packages loaded in the Brakevan to avoid direct contact with the ceiling and electric lamps. The leaseholders must ensure the same.

(iii) Smoking and lightening of cigarette/bidi in the Brakevan (SLR)/Parcel Van is strictly prohibited while loading/unloading parcels. Leaseholder will ensure the same.

8.8 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.

8.9 If such articles are found to have been loaded in leased SLR/VP, in contravention of the above rules, a fine of Rs. 10,000/- shall be imposed on the leaseholder. In addition to above, his registration may also be cancelled as per para 7.4 above depending on the seriousness of the offence.

8.10 In addition to above, in case of serious violation, leaseholder shall be liable to prosecution as provided in Railways Act 1989.

8.11 Leaseholder 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 Railways Act 1989.

8.12 The leaseholder shall be liable to made good any damage caused to the Brake Van/ Parcel Van or platform or any other Railway property while handling parcel packages by the Leaseholder or his agent either at booking station or destination station or during transit. The assessment of damage made by the Railway will be final and binding on the Leaseholder.

8.13 In case of false declaration of any commodity, the leaseholder and owner of the goods shall be punishable under section 163 of Railways Act 1989.

8.14 "Percentage Charges" shall not be realized from the leaseholder. 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 leaseholder to prove the deficiencies by documentary evidence and such other documents as may be deemed necessary before admitting any claim.

- 8.15 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. Cost of transshipment, if any at enroute station will have to be borne by the leaseholder.
- 8.16 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.
- 8.17 Division shall earmark some space (wherever feasible) within station premises for use of leaseholders for (i) stacking their consignments and (ii) keeping their trolleys.
- 8.18 Leaseholder will be allowed to load/unload parcels within the scheduled stoppage time of train from the Brakevans of a Mail/ Express train at intermediate station(s) where stoppage time of train is 5 minutes or more with prior permission of the Railway administration for loading/unloading of parcels at that intermediate station(s).
- 8.19 In Metropolitan cities served by more than one railway station, loading/unloading of parcels from the leased Brakevan will be permitted only at train's originating / terminating station. The leaseholder shall not be allowed to load/unload the parcels from the leased Brakevan at any other intermediate station of sub-urban section of metropolitan cities.
- 8.20 Leaseholder shall complete loading/unloading operation within a maximum period of 30 minutes at originating station and destination station. He shall padlock the Brakevan five minutes before the schedule departure of trains at originating station so that railway staff may seal the doors of Brakevan. In case of loading/unloading of Parcel Vans, prescribed free time will be allowed.
- 8.21 Leaseholder shall complete loading/unloading operation from leased Brake van/ Asstt. Guard cabin/Parcel Van within the scheduled stoppage time of the train at intermediate station. Detention of train on account of loading, unloading of

parcels in the leased Brakevan at originating or intermediate or destination station, shall, in no case, be allowed.

8.22 Any detention caused to the train on account of loading/unloading of parcels on the part of Leaseholder will render him liable for payment of demurrage/wharfage charges as applicable to public. In case detention to a train beyond the schedule stoppage on account of loading/unloading of parcels in the leased Brake Van/ Parcel Van by the leaseholder, leaseholder shall be liable to pay a fine as imposed by Railway Administration. In case of repeated incidences of detention of train at intermediate station on the part of leaseholder, the Railway Administration shall have the right to impose higher fine or terminate lease contract.

8.23 No check of prescribed packing condition will be made by the Railway staff at the time of loading which will be the sole responsibility of the Leaseholder. Any damages due to packing condition or mutilation due to transit shall be the responsibility of the Leaseholder.

8.24 The leaseholder shall carry parcels and packages etc. at his own risk and responsibility. He shall be responsible for loss and damage to parcel and packages for any act or omission on his part or his representatives and will have to indemnify Railway Administration.

#### 9.0 **Leasing of Parcel Vans from Intermediate stations:**

9.1 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.

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

#### 10.0 **Leasing of Asstt. Guard cabin:**

10.1 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.

- 10.2 Courier companies/leaseholders will be allowed to load/unload their packets etc. at all stopping stations en-route irrespective of stoppage time of the train at intermediate station(s) within the scheduled stoppage time of train. No separate permission would be required for this.
- 10.3 Only one representative of the courier company/leaseholder 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. The authority to travel in the Assistant Guard Cabin will be issued along with the contract for a period of 1 year and will be renewed annually for the duration of the contract. The representative of the leaseholder who is permitted to travel in the Asstt. Guard cabin can be changed enroute. The leaseholder can also padlock the Asstt. Guard's Cabin to destination station, if he doesn't want to send his representative.
- 10.4 The representative of the leaseholder/ courier company will not touch/interfere/damage the guard brake valve and related equipment in Asstt. Guard cabin. In case of any misuse of the equipment or damage to same, a penalty of Rs. 5000/- (per occasion) would be imposed on the leaseholder.
- 10.5 In case of trains involving reversal of engine at intermediate junction station, leaseholder will trans-ship his consignments from Assistant Guard Cabin of front brake van to Assistant Guard Cabin of rear brake van at the junction station where train reverses within the scheduled stoppage time of train.
- 10.6 In case the leasing of Asstt. Guard cabin is up to an intermediate station, then after vacating the same, the representative of the leaseholder must verbally inform the train Driver/Asstt. Driver regarding the vacant status of the Asstt. Guard cabin.
- 11.0 **Leasing of brake vans (SLRs) of ordinary passenger trains:**
- 11.1 The leaseholder shall be permitted to load/unload the parcels from/to all intermediate stations coming in the way of the journey of that specific ordinary passenger train irrespective of the stoppage time of train at that station(s).
- 11.2 Apart from Parcels, even bulk commodities of freight traffic may also be permitted to be carried by the leased brake vans (SI.Rs) of ordinary passenger trains.

Commodities would comprise either bagged consignment (food grain, cement, fertilizer etc.) or packaged consignment. Loose consignments such as coal, sand etc. should not be permitted.

11.3 Leaseholder shall 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.

**12.0 Stacking/Removal of consignments on/from platforms:**

12.1 At originating station, leaseholder 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. In case of early morning trains leaving before 6.00 hrs. leaseholder may stack his consignments after 22.00 hrs. and keep them overnight at the platform to the extent permissible only at the originating station. Similarly, at train terminating stations, leaseholder must remove his consignments within a maximum of 2 hours after the actual arrival of the train in case of leased SLRs, and 3 hrs. in case of leased VPs.

12.2 In case of late night trains arriving after 22.00 hrs. leaseholder may stack his consignments overnight at the platform up to 6.00 hrs. to the extent permissible only at the train terminating station.

12.3 At all intermediate stopping stations en-route where loading/unloading is to be carried out, leaseholder can stack his consignments 1 hour before the scheduled departure of the train in case of leased SLRs/Parcel Vans.

12.4 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.

12.5 Parcels awaiting loading at originating station or awaiting removal at destination station should be so arranged/stacked so as not to cause any inconvenience in the free movement of the traveling passengers.

**13.0 Preparation of 'Manifest':**

13.1 Leaseholder shall be required to prepare detailed 'Manifest' as per prescribed format for consignments being transported by him in the leased parcel space.

- 13.2 No Railway Receipt will be issued by railway for consignments being transported in leased parcel space.
- 13.3 Only 'Money Receipt' will be issued to leaseholders for the amount of advance lumpsum leased freight deposited for entire capacity of leased parcel space from lease originating to lease terminating station indicating full particulars.
- 13.4 'Manifest' will mention full particulars of train no., date, details of leased space, details of payment of lumpsum leased freight, Money Receipt number etc.
- 13.5 Leaseholder shall obtain clear and complete address of consignor and consignee with their Sales Tax Registration Number/ TIN in case consignments are meant for sale. The leaseholder shall mention the same on Manifest.
- 13.6 In case of consignments where consignor gives declaration that the consignment is 'Not for sale' or that 'No Sales Tax/VAT is applicable' on the commodity booked, then no Sales Tax Registration Number or TIN shall be mentioned in Manifest. In such a case declaration should be obtained from consignors to this effect.
- 13.7 Manifest will be prepared for each combination of loading & unloading station indicating station-wise details of number of consignments loaded in the leased parcel space.
- 13.8 Each 'Manifest' will be prepared in 4 copies to be used as follows :
- (i) 1<sup>st</sup> copy to be retained by the leaseholder as his 'record'.
  - (ii) 2<sup>nd</sup> copy to be retained by parcel office of loading station as 'record'.
  - (iii) 3<sup>rd</sup> and 4<sup>th</sup> copies will be kept in the leased parcel space near the door, preferably in a transparent polythene folder/bag.
  - (iv) 3<sup>rd</sup> copy to be retained by parcel office of unloading station as 'record'.
  - (v) 4<sup>th</sup> copy to be returned back to the leaseholder signed and stamped by the parcel staff of the unloading station. This will serve as an authority to remove consignments at destination station.
- 13.9 All the copies of each 'Manifest' will be signed by leaseholder or his authorized representative.
- 13.10 All the copies of 'Manifest' will be signed and stamped by the parcel staff of originating station who will retain the 2<sup>nd</sup> copy as 'record' and return the other copies to the leaseholder.
- 13.11 2<sup>nd</sup> copy of the manifest must be submitted at the parcel office by the leaseholder or his representative before starting loading in the leased compartment.

- 13.12 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.
- 13.13 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 Brake vans/Parcel Vans.
- 13.14 However, there would not be any penalty for minor variation of up to 3% in the number of packages as long as the overall weight remains within the permissible limit.
- 13.15 It will be the responsibility of leaseholder to ensure that total weight of consignments loaded in leased parcel space is not beyond the permissible carrying capacity of vehicle leased out to him between any leg of its journey. Penalty for overloading will be imposed as per para 15.0.

**14.0 Identity Cards/Labour Platform Permits/Vehicle Pass etc.:**

- 14.1 Divisions/zonal railways will issue laminated Photo Identity Cards to all registered leaseholders for purpose of their identification in station premises, which will be valid for 1 year only. On expiry the same will be reissued annually.
- 14.2 Laminated Photo Identity Cards will also be issued to 3 authorized representatives of all registered leaseholders having validity of 1 year.
- 14.3 Leaseholder with his signature will issue laminated photo identity cards to each of his labour. Labourer's photo identity card will contain the labourer's full details including his residential address. Leaseholder shall be solely responsible for credentiality of the labourers engaged by him.
- 14.4 To facilitate as also to regulate loading/unloading operation from/to leased parcel space, divisions/zonal railways will issue free Platform Permit(s) to the Leaseholder for his labourers.

- 14.5 A maximum of 2 labourer for each 1 tonne Assistant Guard Cabin and 8 labourer for each 4 Tonnes compartment of Brakevan will be allowed to handle loading/unloading operation.
- 14.6 The Station Superintendent will issue 'Numbered laminated platform permits' to leaseholders and his labourers for operation of leasing contracts at that station. 'Numbered laminated platform permits' will be valid for the duration of the contract of that particular leaseholder.
- 14.7 Labourers will be permitted to enter the platform area on production of both of the following:
- (i) Numbered Labour Platform Permit issued by railway administration, and
  - (ii) Photo Identity Card issued by the Registered Leaseholder.
- 14.8 'Entry Passes' for entrance of vehicle in Railway's premises will be issued to the leaseholders as per their volume of traffic. On expiry the same, it will be renewed annually.
- 15.0 **Overloading:**
- 15.1 Weight of each individual package is not required to be mentioned on the package. Only the total weight of consignment in the SLR/VP would be checked.
- 15.2 In case of Asstt. Guard cabin the total weight of consignment as also the weight of individual package must be within the specified limits. The total weight of consignment must not exceed 1 Tonne and the weight of individual packages must be less than 25 Kgs.
- 15.3 There would not be any penalty for variation in the number of packages as long as the overall weight remains within the permissible limit.
- 15.4 In a SLR, weight of the consignment should be checked for each 4 Tonne compartment separately, and it must be within permissible limits for each compartment. Under loading in one 4 Tonne compartment will not mean that the other 4 Tonne compartment can be over loaded. In all such cases, the over loaded compartment will attract penalty as mentioned below.
- 15.5 Tolerances provided for as also penalty for overloading of entire consignment in 4 Tonne SLR compartment, 1 Tonne Asstt. Guard cabin or Parcel Van will be as follows :

<b>Overloading</b>	<b>Charge/Penalty</b>
(i) Up to 3%	Normal lumpsum leased freight for the excess weight only, no penalty.
(ii) > 3% up to 5%	Normal lumpsum leased freight for the excess weight as freight charges. Penalty of 6 times Rajdhani freight for the entire amount of excess weight.
(iii) > 5%	(a) Normal lumpsum leased freight for the excess weight as freight charges. Penalty of 6 times Rajdhani freight for the entire amount of excess weight + Rs. 5000 for each of first 3 occasions. (b) Cancellation of lease for 4 <sup>th</sup> default in addition to penalty as mentioned at (a) above.

15.6 The six times Rajdhani lumpsum leased freight mentioned in item No. 15.5 above will be charged for the entire excess weight from origin to destination irrespective of the point where such over loading was detected.

15.7 In case a consignment is found to be overloaded by more than 5%, then the excess weight would be off loaded at the point of detection and leaseholder will have to take delivery of this part consignment on 'as is where is' basis.

15.8 Railway will not be responsible for any damage, deterioration or loss to the excess consignment due to off loading short of destination.

15.9 In case of overloading of more than 10%, each slab of 5% or part thereof would be counted as a separate violation. (For example overloading of 13% would be counted as 2 violations of more than 5% and penalty charged accordingly)

15.10 In case any package in Asstt. Guard cabin is more than 25 Kgs. in weight, then tolerances provided for as also penalty for excess weight will be as follows:

<b>Overloading</b>	<b>Charge/Penalty</b>
(i) Up to 3 Kg	No penalty.
(ii) 3 Kg to 5 Kgs.	Six times Rajdhani freight for that particular packet.
(iii) > 5 Kgs.	(a) Six times Rajdhani freight for that particular packet + Rs. 5000 for each of first 3 occasions. (b) Cancellation of lease for 4 <sup>th</sup> default in addition to penalty as mentioned at (a) above.

15.11 In case of excess weight of more than 10 Kgs., each slab of 5 Kgs. or part thereof would be counted as a separate violation. (For example excess weight of 13 Kgs.

would be counted as 2 violations of more than 5 Kgs. and penalty charged accordingly.

15.12 In case a consignment is found to be excess weight by more than 5 Kgs, then the particular packet would be off loaded at the point of detection and leaseholder will have to take delivery of this part consignment on a 'as is where is' basis.

15.13 Railway will not be responsible for any damage, deterioration or loss to the over weight consignment due to off loading short of destination.

15.14 In case leased consignments are detained by railway authorities for weightment purpose, no wharfage would be charged.

15.15 Division where such excess weight is detected would communicate to the lease allotting division/railway which in turn will take necessary action like termination of lease, cancellation of registration etc.

15.16 In case of cancellation of lease on account of overloading for 2 separate contracts (minimum of 8 violations in all), registration of the leaseholder would also be cancelled as mentioned in para 7.4.

#### 16.0 **Over carriage of consignments in leased SLR :**

16.1 Leaseholder shall be responsible for unloading his consignment from the leased SLR/Asstt. Guard cabin/VP at the station where his lease terminates.

16.2 If the leaseholder fails to unload his consignment from the leased SLR at the intermediate station where his lease terminates, then the normal parcel freight from the lease terminating station to the station of over carriage and back shall be charged.

16.3 If the leaseholder takes delivery of this over-carried consignment at the destination station, then normal parcel freight from the unloading station to the station of over carriage shall be charged.

16.4 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.)

16.5 If leaseholder 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.

16.6 If leaseholder 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 leaseholder 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.

**17.0 Claims compensation:**

17.1 In case of leased consignments, Railway Administration shall not be responsible for claim/compensation due to any reason.

17.2 Leaseholder 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.

17.3 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 leaseholder 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.

17.4 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.

17.5 Any dispute of claims arising between Lessee and the cargo owner shall be settled by the Lessee being a principle transporter. The Railway Administration does not have any contractual or other obligations towards cargo owner.

18.0 **Theft:**

18.1 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.

18.2 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 leaseholder.

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

18.4 In such cases, parcels from the leased SLR will be unloaded in the presence of CPS, RPF and the leaseholder or his representative. Packages will be compared with the 'Manifest' i.e. list of packages accompanying the SLR.

18.5 A certificate of discrepancies found will be prepared in triplicate and signed by CPS, RPF and the leaseholder/his representative. A copy of the same would be handed over to the leaseholder or his representative.

18.6 Balance consignment available in the SLR will not be deposited with the RPF or GRP. Leaseholder should be free to take delivery of the remaining portion of his consignment.

19.0 **Extension of train/Increase in frequency of train:**

19.1 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 leaseholder will be permitted to continue his lease between the pair of stations mentioned in his contract. It will be assumed that the lease is being operated to/from an intermediate station as the case may be. This arrangement will continue till the expiry of the contractual period in the normal course.

19.2 However, if the leaseholder wants to extend his lease to cover the newly extended portion also then the same may be extended and lumpsum leased freight charged will be increased on pro-rata basis as per his existing lease charges for the extra distance covered.

19.3 In case of increase in frequency of weekly/bi-weekly/tri-weekly trains, the current lease will be extended for the same leaseholder in case he is willing for the same at the existing lumpsum leased freight rate, for the increased number of trips.

#### 20.0 **Extension to lease contract:**

20.1 Extension of lease is permissible only in case of long term lease of 3 years wherein the same can be extended only once, by 2 more years at a lease rate of 25% more than the lumpsum leased freight rate subject to satisfactory performance by the leaseholder, without any penalty for overloading or violation of any provision of the contract.

#### 21.0 **Recovery of Railway's dues**

21.1 Railway Administration reserves the right to recover/ deduct of Railway's dues from leaseholders 'Security Deposit' on the following grounds:-

- (i) Any amount imposed by Railway Administration as a fine, wharfage, demurrage, and punitive charges on over loading, re-weightment charges, detention charges, unloading/loading charges etc.
- (ii) Recovery of costs on account of loss caused to Railway property due to any direct or indirect action of the Leaseholder.
- (iii) Any amount, which Railway becomes liable to Government, third party on behalf of any default on the part of leaseholder or his representative or his labourers.
- (iv) Any payment/fine made under the order or law enforcing agency or

Once the amount under this clause is debited, the leaseholder shall reimburse the same by depositing to the extent the amount is debited within 15 days period failing which it will be treated as breach of agreement.

## 22.0 **Restriction on subletting or transfer the lease space to other party**

- 22.1 Leaseholder agrees not to transfer or sub-let the contract to any other party, failing which the contract is liable to be terminated without any notice to the leaseholder and security money shall be forfeited in such eventuality. In addition to above, registration will be cancelled.
- 22.2 If there are more than one leasing contracts in operation by the leaseholder (defaulter) by the same train or any other train, the Railway Administration will have the right to terminate all the lease contract which are in operation by the same train or by any other train.
- 22.3 Railway Administration will be sub-contracting carriers only and not the principal carrier. Railways' responsibility will be limited to safe carriage of Brake Vans/ Parcel Vans from originating station to its destination station.

## 23.0 **Right to terminate the lease contract**

- 23.1 The Railway Administration shall have the right to terminate the operation of lease contract/ agreement for any reason whatsoever after serving one month's notice to the leaseholder. Railway shall also reserves the right to terminate the contract without giving any notice at any time for whatsoever reason as a punitive measure or breach of agreement by the leaseholder or in case of operational exigencies or it is necessary to do so in public interest.

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.

- 23.2 Railway shall have the right to suspend the leasing contract whatsoever reason till the inquiry of any discrepancy/ or any legal action pertaining to lease is pending/require clearance from concerned authorities.
- 23.3 Leaseholder shall also have the right to terminate the agreement after serving 60 days notice to railway administration.

## 24.0 **Liability of the leaseholder towards payment of Sale Tax/ Trade Tax/ VAT/ any other taxes**

24.1 Leaseholder shall be solely responsible to pay Sale Tax/ Trade Tax/ VAT/ any other taxes payable to the State Government or Central Government on the commodities/parcels transported by the leaseholder in leased Brake Vans/ Parcel Vans/ etc.

**25.0 Liability of the leaseholder in case of any injury or loss or death due to loading/unloading/stacking/removal of parcels**

25.1 If the labourer or his representative or any other staff of leaseholder meets with any injury or loss or death due to any reason during the handling, loading, unloading process the railway will not be liable for the same and the leaseholder will indemnify the Railway Administration for such acts.

**26.0 Abiding labour laws (Regulation and Abolition) Act**

26.1 The labour employed by the Leaseholder for loading/unloading or any purpose will be employees of the leaseholder and they may in no way whatsoever claim to be employees of the Railways. If Railway is liable to pay claim to the labour on any ground the Leaseholder will indemnify the Railway Administration for the same.

26.2 Leaseholder will indemnify the Railway Administration for loss and damages suffered in the violation of any provisions of the contract labour (Regulation and Abolition) Act.

26.3 Labourers engaged by the leaseholder for the purpose of handling of parcels viz. loading, unloading, stacking, removal of parcels from/to the leased vehicle shall be employees of the leaseholder. Railway Administration shall not at all be concerned with the employment or other service related issues of these labourers.

**27.0 Abiding other rules and regulation and alteration in agreement**

27.1 The leaseholder shall abide rules and regulation of the Railways and in case of any irregularities, he shall be liable to pay the fine as imposed by the Railway Administration.

27.2 Amendments and any alteration in the agreement can be made with mutual consent of both the parties.

28.0 In the event of any difference of opinion or dispute between the Railway Administration and the Leaseholder as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any

articles of conditions thereof. Such difference of opinion shall be referred to the sole arbitrator or any officer appointed by the General manager, \_\_\_\_\_ Railway, \_\_\_\_\_ (name of Head Quarter) for the time being whose decision shall be final, conclusive and binding on the parties, the intention of the parties being that every matter in respect of this agreement must be decided by him as sole arbitrator and not taken to a Civil Court. All disputes are subject to the territorial jurisdiction of Courts located in the \_\_\_\_\_ only.

In witness whereby the parties have hereunder subscribed their names at the places and on the dates hereinafter mentioned respectively.

Signature

Name & Designation,

Name of firm/leaseholder,

Full address \_\_\_\_\_  
\_\_\_\_\_

Signature

Name & Designation (DRM/CTM/Sr.DCM)

Division \_\_\_\_\_ Railway \_\_\_\_\_ .

For and on behalf of the President of India  
by \_\_\_\_\_ Railway, \_\_\_\_\_ on this day of \_\_\_\_\_ .

(Name of place), on this day of \_\_\_\_\_ in presence of:

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.

**by M/s** \_\_\_\_\_

Leaseholders at \_\_\_\_\_ on this day of \_\_\_\_\_ presence of:

Witnesses

- 1.
- 2.

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