

DISASTER MANAGEMENT

Disaster:

The term disaster may be defined as an occurrence or consequence leading to a mishap. It is an unusual incident which causes loss of life, injury, material damage, loss and distress.

Disaster in Railways is a serious train accident or an untoward event of grave nature due to natural or man made cause that may lead to loss of many lives and grievous injuries to a large number of persons and severe disruption of traffic.

Management:

It is the skillful handling of affairs, art of getting things done through the available resources like man power, machines, material, money and experience within the least possible time.

Intelligent planning and prompt response to the needs of the passengers, sufficient and timely relief measures should be the watch word of disaster management.

Need for Disaster Management:

- It is pro-active measure
- Dealing with unusual things need special skills, knowledge and training
- The mettle of an organization is revealed in a crisis. The quality of response after the disaster determines the credibility of the organization in the eyes of the public
- Dealing with critical incidents, complaints, grievances and accidents needs training i.e. preparedness.

Causes for disasters in Railways:

1. Human failure.
2. Equipment failure
3. Natural Calamities

Responsibilities of Commercial Department:

The Officers and staff are required to bestow special attention to the following aspects of relief operations.

On getting the information:

- Collect details of accident and assess requirement for arranging relief measures.
- Withdraw sufficient amount from station under the authorization of Sr.DCM

On reaching the site:

- Render first aid to the injured passengers within golden hour.
- Arrange ambulances / private vehicles to shift the injured passengers to hospitals.
- Prepare a list of names and addresses with ticket numbers of casualties and convey the information to their kith and kin and to the control office.
- Arrange adequate refreshments, drinking water to the passengers of ill fated train at free of cost.
- Take assistance of voluntary organizations like NCC, NSS, Scouts & Guides or any other recognized social organizations.
• Make arrangements for alternative transport for passengers.
• Open Assistance Booths for guidance of the passengers.
• Arrange porters free of cost to shift the luggage of passengers.
• Make necessary arrangements for refund of fares as below.
  (i) full refund for the booked journey if any alternate transport is not arranged
  (ii) fare for the untraveled portion to be refunded if passengers refuse to avail alternate transport arranged.
• Arrange exgratia payments to causalities as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Train Accidents</strong></td>
<td></td>
</tr>
<tr>
<td>Death</td>
<td>Rs.15,000</td>
</tr>
<tr>
<td>Grievous injury</td>
<td>Rs.5,000</td>
</tr>
<tr>
<td>Simple injury</td>
<td>Rs.500</td>
</tr>
<tr>
<td><strong>At Manned Level Crossing Gates</strong></td>
<td></td>
</tr>
<tr>
<td>Death</td>
<td>Rs.6,000</td>
</tr>
<tr>
<td>Grievous injury</td>
<td>Rs.2,500</td>
</tr>
<tr>
<td>Simple injury</td>
<td>Nil</td>
</tr>
</tbody>
</table>

• Nature of injury whether grievous or simple will be certified by railway doctor.
• Collect belongings of the dead and injured passengers and hand over to the next kith and kin after satisfactory proof of ownership or hand over to RPF / GRP for further disposal.
• Provide tarpaulins to protect passenger's luggage and parcels during the rainy season.
• Arrange Phone facility for the passengers at free of cost and PA System with the help of S& T department.
• Arrange lighting at sight with the help of Electrical Department.
• Dispose perishables as per section 84 / 85 of Railways act'1989.
• Secure samples, marks on packages, seal cards of wagons etc. to facilitate settlement of claims.
• Never leave the accident spot without informing the accident manager.

At Divisional Level:

• One Commercial Officer in control office shall co-ordinate with site and arrange assistance if any required.
• Establish enquiry cum assistance booth with telephone facility at all important stations and display the names of causalities.
• Give information through public address system about relief arrangements at the site of accident and also at important junctions.
• Help the kith and kin in obtaining special free passes to reach the site of accident by special trains, if arranged.
• Arrange catering facility to the passengers by trains regulated at different stations and by trains diverted.
• Convey information about causalities and arrangements made at the accident spot and other important stations to the Head Quarters Disaster Control from time to time.

At Zonal Level:

• One Commercial Officer in Disaster Control shall co-ordinate with the Division and provide assistance required from headquarters.
• Convey the information about causalities and arrangements made at the spot and other important stations to CPRO and Railway Board from time to time.
• Convey the information regarding regulation/ cancellation / diversion of trains to the Divisions/ Zones concerned.
Media Management Plan:

- Inform CPRO immediately about the accident on priority.
- The first official available at the site should assess the situation and flash the information to the control or the nearest station.
- No information should be given to the media at the site till GM / AGM / ADRM / CPRO reach the site.
- Senior most officer available at the site is only authorized to interact with media.
- Depending on the seriousness of the accident, press and media will be taken to the site by suitable transport.
- An official videographer and photographer are sent to the site to cover the accident.

Conclusion:

Do everything possible to mitigate (lessen) the suffering of passengers to create feeling in the public that nothing more or better could have been done by the railway administration in the existing circumstances.
PASSENGER AMENITIES

Indian Railways are a century and a half old. During these 150 years of glorious service, Indian Railways has played a vital role in the country’s need for large scale of movement of traffic – both freight and passengers. The Indian Railways are contributing a lot in the economic growth of the country as well as promoting national integration.

Indian Railways serve as the principal mode of passenger transport in the country. Nearly 19 Millions of passengers are carried by Indian railways daily. With the quickening pace of modernization now sweeping the country, the Railway traveler expect much more from the Railways than he did in the past. To fulfill the increased expectation of the passengers, it is necessary that sufficient passenger amenities at stations and on trains have to be provided.

‘150\textsuperscript{th} year of Indian Railways has been declared as passenger’s amenities year’. The year 2003-04 has been declared as “Customer Satisfaction Year”. The year 2006-07 was declared as the year of “Passenger Service with a Smile”. Every year, general steps relating to safety, security, punctuality and cleanliness will be taken so that the customers would derive greater satisfaction from the Railways.

The allocation under the plan head ‘Passenger and other users amenity’ was to tune of Rs.1300 crores for the year 2010-11. In order to provide upgraded passenger amenities at stations, 375 stations have so far been selected as “ADARSH” stations. Some of the thrust areas identified for them are as follows.

- Provision of all India train enquiry system.
- Conversion of stalls into modular stalls and provision of automatic vending machines
- Improvement in circulating areas.
- Improvement in waiting halls, booking offices and other infrastructural facilities / amenities.

Special attention is paid by Indian Railways with regard to

- Cleanliness at stations and trains
- Customer’s satisfaction and care
- Catering and vending services
- Safety, security and punctuality
- Issue of unreserved tickets through SPTM
- Issue of unreserved tickets through UTS
- Passenger reservation system
- Provision of minimum essential passenger amenities at stations

Indian Railways have initiated training for front line staff to help them for dealing with the rail customers in a better manner. The program aims at inculcating a value system among them and to make them helpful to the rail users. The program would also help to increase the performance level of the employees by sensitizing them to the need of the customers, thereby solving their problems more effectively and in a positive manner.

Comprehensive instructions on provision of passenger amenities:

Categorization of stations:

- Stations have been categorized into seven categories A1, A, B, C, D, E and F depending upon the earnings which is an indicator of passenger traffic.
- All suburban stations have been included in Category ‘C’ in order to accord high priority in view of a large passenger using them.
- The categorization shall be reviewed every 5 years. The next review will be carried in the financial year 2012-13 based on the earning of 2011-12.
Annual passenger earnings: This is an important parameter for deciding the category of a station. It consists of earnings from both reserved and unreserved passengers. Data in respect of reserved passengers should be obtained from PRS and should be included in the station earnings.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Category</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>‘A1’</td>
<td>Non suburban stations with annual passenger earnings of more than Rs.50 crores.</td>
</tr>
<tr>
<td>2</td>
<td>‘A’</td>
<td>Non suburban stations with an annual passenger earnings of Rs.6 crores and upto Rs.50 crores.</td>
</tr>
<tr>
<td>3</td>
<td>‘B’</td>
<td>Non suburban stations with annual passenger earnings between Rs.3 crores and Rs.6 crores. Stations of tourist importance or an important junction station as decided by GM</td>
</tr>
<tr>
<td>4</td>
<td>‘C’</td>
<td>All suburban stations</td>
</tr>
<tr>
<td>5</td>
<td>‘D’</td>
<td>Non suburban stations with an annual passenger earnings between Rs.50 lakhs and Rs.3 crores</td>
</tr>
<tr>
<td>6</td>
<td>‘E’</td>
<td>Non suburban stations with annual passenger earnings less than 50 lakhs.</td>
</tr>
<tr>
<td>7</td>
<td>‘F’</td>
<td>All halt stations</td>
</tr>
</tbody>
</table>

Minimum Essential Amenities (MEA)
- When a station is constructed certain minimum amenities should be provided at each category of station. These were earlier termed as basic amenities / infrastructural facilities and will now be called ‘Minimum essential amenities’.
- The minimum essential amenities required in each category of stations have been listed as below.

Minimum essential amenities at each category of stations:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Amenities</th>
<th>A1</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Booking Facilities</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2</td>
<td>Drinking Water Piped / Hand Pump</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>Waiting Hall / Shed</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>Seating arrangements</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>5</td>
<td>Platform</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Shelter</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Shady Trees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
</tr>
<tr>
<td>6</td>
<td>Urinals</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>7</td>
<td>Latrines</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>8</td>
<td>Platform</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>High</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Rail Level</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>9</td>
<td>Lighting</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>10</td>
<td>Fans</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>11</td>
<td>Foot Over Bridges</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>12</td>
<td>Time Table Display</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>13</td>
<td>Clock</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>14</td>
<td>Water Cooler</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>15</td>
<td>Public Address System / Computer based announcement</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
</tr>
</tbody>
</table>
### Scale of minimum essential amenities at stations

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Amenities</th>
<th>Category of Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A1</td>
</tr>
<tr>
<td>1</td>
<td>Booking Facilities (No of counters)</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Drinking Water (No of Taps)</td>
<td>12 taps</td>
</tr>
<tr>
<td></td>
<td>on each PF</td>
<td>on each PF</td>
</tr>
<tr>
<td>3</td>
<td>Waiting Hall</td>
<td>150 sqm</td>
</tr>
<tr>
<td>4</td>
<td>Seating arrangements (No of seats per PF)</td>
<td>125</td>
</tr>
<tr>
<td>5</td>
<td>Platform Shelter</td>
<td>500 sqm</td>
</tr>
<tr>
<td></td>
<td>Shady Trees</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>Urinals</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>Latrines</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Platform Rail Level</td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Rail Level</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>Lighting (Lux Level)</td>
<td>50</td>
</tr>
<tr>
<td>10</td>
<td>Fans **</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Foot Over Bridges</td>
<td>Minimum 1 FOB per station</td>
</tr>
<tr>
<td>12</td>
<td>Time Table Display</td>
<td>As per extant rules</td>
</tr>
<tr>
<td>13</td>
<td>Clock</td>
<td>Will be decided by Zonal railways</td>
</tr>
<tr>
<td>14</td>
<td>Water Cooler</td>
<td>1 on each PF</td>
</tr>
<tr>
<td>15</td>
<td>Public Address System / Computer based announcement</td>
<td>As per extant rules</td>
</tr>
<tr>
<td>16</td>
<td>Parking-cum-circulatory area</td>
<td>As per extant rules</td>
</tr>
<tr>
<td>17</td>
<td>Electronic Train indicator board</td>
<td>As per extant rules</td>
</tr>
<tr>
<td>18</td>
<td>Public phone booth</td>
<td>As per extant rules</td>
</tr>
<tr>
<td>19</td>
<td>Signage (Standard)</td>
<td>As per extant rules</td>
</tr>
</tbody>
</table>

**Note:** Scale of all the amenities prescribed above is the bear minimum to be provided at the appropriate class of station.
Recommended Amenities:

Provisions of amenities as per recommended norms are

- Once the essential amenities as prescribed are available at a station, further augmentation of these amenities as per norms will be known as recommended amenities. These norms are recommendatory; Railway shall make efforts to provide these amenities as per norms prescribed.

Norms for provision of passenger amenities at the recommended level:

<table>
<thead>
<tr>
<th></th>
<th>N max</th>
<th>N_ds</th>
<th>N_db</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average number of passengers at any time during peak hours including the inward and outward passengers</td>
<td>Excluding mela traffic</td>
<td>Design figure for number of passengers for A &amp; B stations to be calculated as N_ds = 0.3 (N_max)</td>
<td>Design figure for number of passengers for C, D and E stations to be calculated as N_db = 0.45 (N_max)</td>
</tr>
</tbody>
</table>

Amenities at recommended level for different categories:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Amenity</th>
<th>Category A1, A &amp; B</th>
<th>Other Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Booking Facilities (No of counters)</td>
<td>1 Window per 88 tkt per shift (Shift with maximum number of tickets sold should be taken)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drinking Water (No of Taps)</td>
<td>No. of taps = Nmax/25 Taps should be distributed so that every alternate coach gets benefit of a tap</td>
<td>No. of taps = Nmax/25</td>
</tr>
<tr>
<td>3</td>
<td>Waiting Hall</td>
<td>1.394 Ndb sqm</td>
<td>1.394 Ndb sqm (Excluding C)</td>
</tr>
<tr>
<td>4</td>
<td>Seating arrangements (No of seats per PF)</td>
<td>0.4 Ndb</td>
<td>0.4 Ndb</td>
</tr>
<tr>
<td>5</td>
<td>Platform Shelter on each PF</td>
<td>0.28 N max</td>
<td>0.28 N max</td>
</tr>
<tr>
<td>6</td>
<td>Urinals</td>
<td>Ndb / 200</td>
<td>Ndb / 200</td>
</tr>
<tr>
<td>7</td>
<td>Latrines</td>
<td>Ndb / 200</td>
<td>Ndb / 200</td>
</tr>
<tr>
<td>8</td>
<td>Platform Level</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>9</td>
<td>Lighting (Lux Level)</td>
<td>As per extant rules</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Fans **</td>
<td>As per extant rules</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Foot Over Bridges</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>12</td>
<td>Time Table Display</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>13</td>
<td>Clock</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>14</td>
<td>Water Cooler</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>15</td>
<td>Public Address System / Computer based announcement</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>16</td>
<td>Parking-cum-circulatory area</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>17</td>
<td>Electronic Train indicator board</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>18</td>
<td>Public phone booth</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
<tr>
<td>19</td>
<td>Signage (Standard)</td>
<td></td>
<td>Will be decided by Zonal Railways</td>
</tr>
</tbody>
</table>
Desirable amenities:

Desirable amenities are considered desirable to improve customer satisfaction and interface process at the station. The quantum of these amenities would depend upon the category of the station. It should be noted that provision of desirable amenities need not wait for complete provision of recommended amenities. The amenities out of the list given should be provided based on the need and relative importance of the station.

Scale of desirable amenities at stations:

<table>
<thead>
<tr>
<th>S.N o.</th>
<th>Amenities</th>
<th>Category of Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A 1  A  B  C  D  E  F</td>
</tr>
<tr>
<td>1</td>
<td>Retiring Room</td>
<td>✓ ✓ ✓ - ✓ - -</td>
</tr>
<tr>
<td>2</td>
<td>Waiting Rooms (With bathing facilities)</td>
<td>Upper Class</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ ✓ - - - - -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II class</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ ✓ ✓ - ✓ - -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ladies9Combined Upper &amp; II Class)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓ - - - - -</td>
</tr>
<tr>
<td>3</td>
<td>Cloak Room</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>4</td>
<td>Enquiry Counter</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>5</td>
<td>NTES</td>
<td>✓ ✓ - - - - -</td>
</tr>
<tr>
<td>6</td>
<td>IVRS</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>7</td>
<td>PA System / Computer based announcement</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>8</td>
<td>Books / Other Stalls of Essential Goods</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>9</td>
<td>Refreshment Rooms</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>10</td>
<td>Parking / Circulating Area</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>11</td>
<td>Washable Aprons with jet cleaning</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>12</td>
<td>Electronic Train Indicator Board</td>
<td>✓ ✓ ✓ ✓ - - -</td>
</tr>
<tr>
<td>13</td>
<td>Public Phone Booth</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>14</td>
<td>Touch screen enquiry system</td>
<td>✓ ✓ - - - -</td>
</tr>
<tr>
<td>15</td>
<td>Water Vending Machine</td>
<td>✓ ✓ ✓ - - - -</td>
</tr>
<tr>
<td>16</td>
<td>Water coolers</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>17</td>
<td>Signage (Standardised)</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>18</td>
<td>Modular Catering Stalls</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>19</td>
<td>Automatic Vending Machines</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>20</td>
<td>Pay &amp; Use Toilets on platforms &amp; circulating areas</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>21</td>
<td>UTS</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>22</td>
<td>Computerization of Complaints</td>
<td>✓ ✓ - - - - -</td>
</tr>
<tr>
<td>23</td>
<td>Provision of cyber cafes</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>24</td>
<td>Provision of ATM (preferably with ticketing facility)</td>
<td>✓ ✓ ✓ ✓ ✓ ✓ -</td>
</tr>
<tr>
<td>25</td>
<td>Provision of at least one AC VIP Lounge</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>26</td>
<td>Food plaza</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>27</td>
<td>Train coach indication system</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>28</td>
<td>CCTV for announcement and security purpose</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>29</td>
<td>Coin operated Ticket Vending Machine</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>30</td>
<td>Pre-paid Taxi Service</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>31</td>
<td>Static mobile charging facility</td>
<td>✓ - - - - - -</td>
</tr>
<tr>
<td>32</td>
<td>Facelift of station building including facade</td>
<td>✓ - - - - - -</td>
</tr>
</tbody>
</table>

Note: Washable aprons may be provided in a planned manner to cover only stations from where trains originate / terminate or stop for longer duration in the morning hours. Enquiries where ever provided improvements to be made.
Augmentation of the existing amenities in a planned manner:

- The Zonal Railway should carry a survey of available amenities at stations periodically.
- Drawing from the result of the survey, a list of the minimum essential amenities, recommended amenities and desirable amenities to be provided should be separately drawn up station wise for each route. The master plan for each station should show the amenities required.
- These lists form the basis for drawing up the Divisional Action plans. Action plans so formulated should then be amalgamated into one general action plan and inter-se priorities for different works assigned.
- All minimum essential amenities should be provided as per scale at all class of stations
- Since most of the traffic is handled in A1, A, B and C category of stations, priority should be given for providing amenities at these stations
- Keeping the normal allocation of funds, under the plan heads “Passenger Amenities” in view, a time frame is allocated to each phase of the general action plan. Low expenditure amenities items for which funds can be easily earmarked, can be taken up earlier than those requiring heavy outlay, even if the latter is higher in priority. Remaining works should be prioritized in a manner such that, gaps in a essential amenities, recommended amenities and desirable amenities are filled up generally in that order.
- Keeping scarcity of resources in view, there should be no attempt to substitute an existing amenity item with alike but more expensive one.
- Minimum essential amenities as prescribed shall always be provided as a part of the concerned plan head at the time of construction of new stations. Augmentation of any facilities there after at the station shall, however, be charged under plan head “Passenger and Other Users Amenities”

Other important aspects:

Following aspects over and above the amenities mentioned earlier should be kept in consideration while upgrading amenities at the station:
- All toilets should be gradually converted into pay and use system
- All the signage should be standardized
- For location of signage, a plan should be made in each station
- All stalls should be made modular and reduced in size as per board’s circular
- Efforts should be made to make the stations cooking free and reduce the number of trolleys
- Ban-Marries should be provided at A1, A, B & C class station
- The number of trolleys and catering stalls under the covered shed should be reduced to a minimum
- There should be effort to reduce the stalls to the bear minimum and their measure to be limited for activities essentially connected with traveling
- In a circulating area, proper traffic movement flow plan should be made. A green patch should also be developed. Wherever circulation areas are redesigned, altered or where ever stations are congested, possibility of providing foot over bridge land directly into circulating area should be examined as it decongests the main platforms. There should be proper segregation of incoming and out going passengers where ever necessary.
- Automatic vending machines should be encouraged to replace existing vending stalls
- Enquiry and booking offices should be specially brightened up at all the stations
- The illumination of the station should be improved
- All stations irrespective of the class should be sealed from all the directions so that there is specified exit and entry and incidence of unauthorized entrance is reduced to avoid unnecessary pressure on amenities.
**Amenities for Physically challenged persons:**

**Short term facilities:**
- Provision of standard ramp with railing for barrier free entry.
- Earmarking at least 2 parking lots for vehicles used by disabled persons.
- Provision of non-slippery walkway from parking lots to main station building.
- Provision of signage of appropriate visibility.
- Provision of at least one drinking water tap suitable for use by a disabled person.
- Provision of at least one toilet on the ground floor.
- “May I Help You” booth.

**Long term facilities:**
- Provision of facility for inter-platform transfer.
- Engraving on edges of platforms.

**Maintenance of passenger amenities:**
- It is important to maintain the amenities provided at all stations in working condition at all times. Maintenance staff shall carry out repairs needed to bring back the amenities to functional order, immediately after receipt of information from the station master / station superintendent. Hygiene and cleanliness should be an important activity for day to day monitoring.
- GM shall arrange to provide adequate imprest cash with station masters of stations where railway maintenance staff is not available. To enable them to organise expeditious repairs of small items of passenger amenities such as hand pumps, taps, water trolleys, clock, fans etc.

**Passenger amenity booklet:**

Additions / modifications to the passenger amenities available at the stations should be incorporated in the data base and passenger amenities management system (PAMS) and printed in the form of passenger amenity booklets of each division at the end of the financial year. The details of the passenger amenities available at the stations should be up dated and sent every year to board.

<table>
<thead>
<tr>
<th>Division</th>
<th>‘A’ (Rs. 50 Crs. and above)</th>
<th>‘A’ (Rs. 6 Crs. and above)</th>
<th>‘B’ (Rs. 3 Crs. to 6 Crs. &amp; Jn./Tourist)</th>
<th>‘C’ (All Suburban)</th>
<th>‘D’ (Rs. 50 Lakhs to 3 Crs.)</th>
<th>‘E’ (Less than Rs. 50 Lakhs)</th>
<th>‘F’ (Halts &amp; Flag Stns.)</th>
<th>Total No. of Stns.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secunderabad</td>
<td>2</td>
<td>5</td>
<td>8</td>
<td>--</td>
<td>23</td>
<td>79</td>
<td>15</td>
<td>132</td>
</tr>
<tr>
<td>Vijayawada</td>
<td>1</td>
<td>14</td>
<td>11</td>
<td>--</td>
<td>13</td>
<td>69</td>
<td>56</td>
<td>164</td>
</tr>
<tr>
<td>Guntakal</td>
<td>1</td>
<td>6</td>
<td>8</td>
<td>--</td>
<td>9</td>
<td>85</td>
<td>22</td>
<td>131</td>
</tr>
<tr>
<td>Hyderabad</td>
<td>--</td>
<td>2</td>
<td>3</td>
<td>--</td>
<td>12</td>
<td>43</td>
<td>34</td>
<td>94</td>
</tr>
<tr>
<td>Nanded</td>
<td>--</td>
<td>4</td>
<td>3</td>
<td>--</td>
<td>9</td>
<td>49</td>
<td>35</td>
<td>100</td>
</tr>
<tr>
<td>Guntur</td>
<td>--</td>
<td>1</td>
<td>3</td>
<td>--</td>
<td>11</td>
<td>37</td>
<td>16</td>
<td>68</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4</td>
<td>32</td>
<td>36</td>
<td>--</td>
<td>77</td>
<td>362</td>
<td>178</td>
<td>689</td>
</tr>
</tbody>
</table>

State wise Category of stations

<table>
<thead>
<tr>
<th>Division</th>
<th>No. of stations under the category</th>
<th>Total No. of Stns.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andhra Pradesh</td>
<td>4 26 31 60 288 135 544</td>
<td></td>
</tr>
<tr>
<td>Maharashtra</td>
<td>- 4 4 - 12 58 40 118</td>
<td></td>
</tr>
<tr>
<td>Karnataka</td>
<td>- 2 1 - 5 13 2 23</td>
<td></td>
</tr>
<tr>
<td>Madhya Pradesh</td>
<td>- - - - 3 1 4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>4 32 36 0 77 362 178 689</td>
<td></td>
</tr>
</tbody>
</table>
PUBLIC GRIEVANCES REDRESSAL MACHINERY

The Railways in India provides the principal mode of transportation for freight and passengers. It connects people and places in the farthest corners of the country and brings them closer for business, site seeing, pilgrimage, education etc. The growth of Indian Railways in the last 150 years of its existence is phenomenal. It has played a vital role in the economic, industrial and social development of the country. All these years, the Indian Railways was able to adopt to the fast phased changes with dynamism and imagination and has met to a greater extent, the nation’s needs of both the freight and passenger traffic.

The Indian Railways carries around 19 million passengers daily. High priority is given towards provision of maximum comfort to the traveling public.

In spite of Railway administration’s endeavor to provide a satisfactory and complaint free service to its customers, there are some lapses which give rise to complaints.

A central scheme for redressal of public grievances in the Railways was formulated during Jan’1985 in terms of the directives of the then PM who has observed that the grievances machinery shall not only redress the grievances, but also efforts must be made to analyze them and has included this as an item in his 20 point programme.

The ministry of personnel (Dept. of administrative reforms and public grievances) is the nodal ministry for implementation of point No. 20 in the 20 point program, which includes inter-alia, the redressal of public / staff grievances.

Accordingly, the public grievance redressal machinery was set up during Jan’1985 with the object of redressing grievances and also to reform the administrative system or those parts of it which throws up individual grievances in large numbers.

Scope:

The scheme was intended to provide an arrangement for prompt redressal of public grievances on the Railways.

The public grievances redressal machinery was set up in 3 tier viz,

a. Railway Board Level comprising of
   (i). Member (Staff), (ii). Director (Efficiency Bureau), (iii). Director (Public Grievances), (iv). Nominee of the directorate of personnel and administrative reforms.

b. Zonal Level comprising of

c. Divisional level comprising of

Causes of Complaints:

As per the analysis made by CCM’s office on complaints registered during 2009-10, the following are the main causes for public complaints.

- Rude behavior of front line staff
- Punctuality of trains
- Improper maintenance of passenger amenities provided at stations and on trains
- Catering services
- Cleanliness at stations and coaches
Complaints can be made through:

- Complaint Books available with SMs, Guards, Train Conductors, Train Superintendents, Goods Sheds, Catering Units etc.
- Complaint Boxes provided at certain selected stations. These boxes are opened daily by the senior most officer posted at the concerned station. At stations where no officer is posted, the concerned SS/SM will open these boxes. The complaints are immediately sent to the concerned ADRMs through special messenger to ensure prompt redressal.
- Assistance booths are set up at all major stations on this Railway to facilitate “on the spot” redressal of grievances.
- “SMS based public complaints and suggestions scheme” to 1281212812 from any mobile phone.
- By phone to the concerned officers
- By email to the concerned officers (Addresses available in the time tables)
- By fax to the concerned officers / departments
- Complaints through news papers / media
- Through computer terminals available at important stations
- By letters addressed to (a) DRM/ADRM, (b). GM/AGM/DGM and (c). Ministry of Railways.
  a) Letters addressed to DRM/ADRM, GM/AGM/DGM are acknowledged promptly and then forwarded to the concerned department for necessary action. Staff involved are taken up departmentally whenever complaints are justified.
  b) Apart from the above, the public can also meet the nominated officers at Zonal and Divisional level and put forth their grievances personally.
  c) Letters addressed to the Ministry of Railways are forwarded to the concerned Zonal Railways for quick action.

Redressal of Public Complaints:

The time limit prescribed by the Railway Board for redressal of grievances is as follows.

a. Divisional Level - One Week
b. Zonal Level - 15 days
c. Ministry Level - One Month

Emphasis is laid on prompt redressal of grievances, except in cases where confronted enquiries are required or remarks from other Railways/Departments/Divisions are required.

Review:

Monthly meetings are held at Divisional/Zonal levels to review the receipt and disposal of public grievances during the month. Emphasis is laid on steps taken to ensure courteous behaviour and also the need to ensure expeditious redressal of grievances. A critical area where attention is needed is also discussed in detail in these meetings and action taken on the minutes of the meetings is closely monitored.
COMMERCIAL PUBLICITY

Railways have vast potential of earnings through commercial publicity as railways has customer base of 12 million passengers, 64,000 route kilometers, 7,000 stations, 8,000 passenger carrying trains and 90,000 wagons. Despite making lot of efforts by the railway administration, this area has not been fully explored so far.

During the financial year 2009-10, only an amount of Rs.150 crores has been earned through commercial Publicity. It is estimated that to realize Rs.1000 crores in the current fiscal year, i.e 2010-2011.

Under this backdrop, the Board has issued the following policy guidelines to improve earnings from commercial Publicity.

Identification of areas:

The following areas are identified for commercial publicity:-

- Advertisement at stations.
- Publicity in premier trains i.e., Rajdhani & Shatabdi trains at selected areas
- Advertisement on freight wagons.
- Advertisement at approaches to major stations.
- Advertisement at level crossing gates.

Other areas like free newspapers, magazines, head rests, trolleys etc, should also be explored but in each case a specific open after should be obtained in transparent manner so that Railway gets the best bid.

a. Advertisement at stations:

- A master plan should be developed for all stations. The basic attempt should be for bulk contract or giving sole advertisement rights for putting advertisements at agreed locations. Where the station is too big, it can segmented into 4 to 5 parts.
- A field plan should be prepared jointly by the commercial and Engineering department officers. While efforts should be to optimize earnings from publicity form stations, it should be ensured that aesthetics and feeling of openness at stations are duly catered for the hoardings should not interfere with visibility of Railway signages and should not adversely affect any existing facilities.
- The color scheme, size, and space should be indicated to improve the aesthetics at the stations.
- The new areas such as touch screen terminals, LCD Projected boards and also scroll type of advertisements and unipoles should also be permitted.
- Areas like tree guards and central round about/ parks in the circulating areas can also be permitted. In such cases maintenance, upkeep should be adopted by the advertiser.
- Signages can also be obtained for commercial publicity as per signage policies.
- Modular stalls can also be obtained for commercial publicity

b. Publicity on interior & exterior of coaches

In order to enhance the earnings from commercial publicity, the following guidelines for commercial publicity on trains may be followed:

The coaching trains can be classified into 3 types of trains:

- Rajdhani and Shatabdi trains
- Long distance Mail / Express and Passenger trains
- Suburban trains
General guidelines:

- The advertisements will be displayed at prescribed location on boards of prescribed size in the form of aesthetic scenery, painting, and pictures of historical/contextual relevance to the train and the advertiser’s message will be contained on the bottom strip of 100mm/50mm.
- Advertisement panels will be provided inside picture frame of prescribed design. No advertisement will be pasted or painted directly on the coach walls.
- The panels will be protected from outside by clean Perspex sheets of 3mm thickness mounted on the frame which will need to be replaced by the advertiser on advice of the depot.
- Day to day upkeep of the boards including mounting/dismounting or repairs during the period of contract will be the responsibility of the advertiser coordinated through the coaching depot.
- Date of expiry of advertisement will be clearly indicated in the area provided for the advertisement message on each picture.
- In case of any coach remaining under damage for more than 15 days for any accidental or preventive maintenance reserves, the depot will ensure shifting of the advertisement boards to the replacement coach. In case any fresh boards are required, the same will be supplied by the advertisers on demand from the coaching depots.
- On expiry of the advertisement, the advertiser’s message will be hidden by a white strip by the coaching depot.
- Coaching depots will be the nodal point for implementing the contract with chief depot officer. Contract to be awarded after calling for open tenders and a committee consisting of Sr.DCM, Sr.DME & Sr.DFM will decide the tender with the approval of DRM. Sr.DCM will be the coordinator and implementation will be done by Sr.DME.
- The promoters would not be entitled to any damage/loss or theft of the displayed material.
- No Zonal Railways will enter into any agreement for publicity on the coaches except in accordance with these guidelines.

c. Guidelines for commercial publicity on Freight wagons:

- The freight wagons have a very good visibility as it moves across the whole country and the people across the whole country, at level crossing gates and those traveling on trains can observe these advertisements.
- Both kinds of options will be clearly indicated in the advertisements and in guidelines- one indicating the fixed area nominated for the advertisements and other giving entire wagon for advertisements leaving the fixed area where Railways own marking etc., are indicated.
- Separate offers will be asked for different types of wagons i.e. BCN, BOX N BTPN, NMG etc.
- The message through advertisements should not be socially offensive and should be keeping with public morality.
- Advertisements will be permitted between POH to POH and the respective period will be 6 years or 4 ½ years as per POH schedule.
- Selected party will be asked to station their painters in the work shop for getting the advertisement painted. For this purpose, a work shop will be specified for each party.
- During the period, the wagons may move from railway to railway and there shall be no restriction regarding location/section on movement of these wagons by the party. In case these wagons carrying publicity slogans get sick/derailed/involved in accident, the same will be sent for necessary repairs etc. and no refund on this account shall be considered. However, Indian Railways will make efforts to put them back on circuit at the earliest. Railway will also have no liability if some part of the advertisement message gets obliterated later due to corrosion, repair or replacement of the door.
- The party will deposit full publicity fee for the number of wagons likely to be covered during the month of publicity with the concerned accounts officer.
A detailed record of the number of wagons painted by parties for the purpose of publicity shall be maintained by the workshop and intimated to the accounts officer concerned ensuring that at no stage the number of wagons with publicity is higher than the number of wagons for which the fee has been paid.

The details of the number of wagons may also be given to the parties by the workshop.

The offers will be considered based on the publicity fees offered by the party as well as the number of wagons proposed to be covered. Railway reserves the right to consider more than one party for purpose of publicity who will be allotted and assigned specific workshops for painting advertisements on the wagons.

Since the party may be executing the work in the workshop premises, the normal safety and security instructions of the workshop will be observed by the party.

The party shall deposit the fee and commence the work within one month of the acceptance of the offer and any clarification required should be finalised within this period. In case of delay, Railway reserves the right to allot these wagons to any other party.

d. Advertisements at level crossings and approaches to major stations:

- For level crossing gates MP LAD funds, as well as manning can be permitted in lieu of commercial publicity.
- Gates can be permitted en-block or groups or individually.
- Land approaches to main metro stations should also be permitted for commercial publicity.

e. Guidelines for commercial publicity on level crossing gates:

- Zonal Railways may call for expression of interest for investment in manning of the level crossing gates in view of commercial publicity rights on the gates.
- The cost for manning may be indicated as Rs. 10 lakhs per level crossing which will be offset by giving the commercial publicity rights on the gate / gates.
- The number of level crossing gates to be offered for commercial publicity as against conversion of one level crossing gate from unmanned to manned may be decided by the zonal railways. In lieu of bearing cost for making one level crossing fit for manning, commercial publicity may be permitted at any other level crossing as per the choice of the party looking into feasibility of selected level crossing. Zonal railways may work out the number of manned and unmanned level crossings where commercial publicity can be permitted. The period for which commercial publicity is to be allowed in lieu of bearing cost for converting from unmanned to manned will depend on the market potential of the selected level crossing gate which may vary from place to place. Railway may allow publicity at more than one gate but while doing so, care may be taken to club two gates depending upon the market potential and popularity.
- Simple procedure for screening of the offer with in a time frame of 15 – 20 days by the tender committee consisting of engineering, commercial and finance officers of appropriate level should decide the case since it is a revenue generating contract.
- As far as possible, the level crossings selected for manning should fall in category I – V on BG routes of Indian railways as per instructions issued by railway board.
- The agreement may be decided by the zonal railways to vary from 3 – 5 years.
- The message through advertisement should not be socially offensive and should be keeping with public morality.
- The location, where the hoardings shall be provided at the level crossing should be decided by the railways in such a way that it does not infringe upon the safety of rail / road users and also should not affect the visibility to the rail / road users.
Guidelines for commercial publicities for approaches to Metros:

- Initially rail approach to six metros Delhi, Mumbai, Chennai, Kolkatta, Secunderabad and Bangalore will be taken up for commercial publicity.
- ‘Expression of Interest’ may be called by the zonal railways by advertisement in papers to give vide publicity.
- For all routes upto 50 kms from the station, the hoardings will be permitted to be installed by the private parties at the boundary of the railway land along the track. The size and the height of the hoarding should be so fixed so as to ensure minimum interference to the track, signaling, over head and other installations. Safety in train operations must be ensured all the time.
- Parties wanting to hire bulk hoarding to display continuous message can also be permitted. The cost of the hoarding and painting will be the responsibility of the party.
- The message advertised should not be socially offensive and should be in keeping with public morality.
- The length of hoarding along track can be divided into sections of suitable lengths.
- Offers so received will be scrutinized by a tender committee of appropriate level consisting of commercial, civil engineering and finance directorates and the offer should be finalised within a period of 15 days since this is a revenue generating exercise.
- The agreement shall be for a period ranging upto 3 years. There should, however, be a clause for annual increase in the license fee payable by the party during this period. The format of agreement will be generally same as that of commercial publicity contracts, with suitable modifications as considered necessary in consultation with finance concurrence.

General:

- The combined process of open tender for sole advertisement rights and also scheduled advertisement may be permitted
- Rates for scheduled publicity should be revised periodically and escalation class of 10% every year should be built-in in all agreements
- Tenders should be examined by a screening committee consisting of commercial, civil engineering and financial department
- All proposals should be cleared within a period of 45 days from conceptualization to finalization since these are revenue earning contracts
- The existing agreement of commercial publicity should be used after such modifications as may be necessary to streamline procedures and to optimize earnings, with financial concurrence. The period of agreement should be 3 – 5 years
- The basic core essence of these advertisements should be to optimize earnings
- Proper revenue accountal should be kept in the register maintained for the above purpose
- Division wise target should be fixed by each railway and monthly realization of target should be sent to the railway board
- In commercial publicity earnings, total earnings should be computed separately for free signages, free stalls etc. provided by party and for upfront money received as publicity fee
- In order to develop this area, it is necessary to encourage for commercial publicity. The new ideas / concepts proposed by prospective advertisers / parties should be examine and if found feasible technically and aesthetically they may be offered to the concerned party for a period of one year for an amount which is not lower than the scheduled rate
- In case railway feels that new ideas and innovation are required at a particular location then the railway can suo motto call for offers for new concepts / ideas by an open offer. Therefore, the concept / idea of parties could be examined and those found feasible could be accepted for financial appraisal
Policy for generating revenue from the web site:

Indian Govt. have generated two websites at the national level. These are www.indianrailways.gov.in and www.indiarail.gov.in First one gives the general overview of the Indian Railways and the second gives the online reservation status and availability of reservation in trains beside other features like tele-booking, fare enquiry and stations & train enquiries for various destinations. Similarly quite a few Zonal Railways have also launched their own websites.

Indian Railways websites are likely to be very popular as Indian Railways has customer base of 12 million passengers and the site makes available reservation details sitting at home. The viewer ship of Indian Railway site is already wide and these sites are likely to be a sought after site.

The following procedure should be adopted for attracting advertisements for Indian Railway sites and generating revenue like any other commercial publicity at stations, for the zonal railway’s websites, schedule of rates should be fixed by a committee consisting of manager database, Dy.CSTE and Dy.FA in each of the zonal railways. For national websites these charges will be fixed by calling of open tenders by CRIS and its evaluation by appropriate officers from PRS groups and finance officers of CRIS for central website. They will take into consideration the following factors for schedule of rates.

- Charges for advertisements of equipment sizes with almost same level of viewership.
- Advertisement should be accepted on first come first serve basis for limited periods which may not exceed one year at a time (not applicable to CRIS)
- If the viewership increases by 50%, then these charges should be revised upwards for next advertisements
- All the rules and classes which are applicable in case of commercial publicity on railway premises will apply on these cases also
- The message or advertisement should not be obscene
- The advertisement should not be socially offensive and should confirm to laws of the land
- A normal agreement with same format as for commercial publicity will be followed with suitable modifications involving cyber laws with finance and legal vetting
- Many travel and tour companies desire to link with the Indian railways. Such links will be provided with necessary URL will be developed. Such cases should be dealt with on the basis of open offers by laying down detailed terms and conditions but this will be limited to providing of information only
- Only reputed companies with business of activity permitting travel and tourism should be chosen for above inter-linking
- All cyber laws when enacted should be followed by the advertisers
- Advertisers will not be given direct access to the railway system and necessary firewall shall always be constructed
- Technical vetting from C & IS DTE will be required for launching any advertisement. (Not applicable to CRIS)
- Mechanism of launching should be developed in consultation with C & IS DTE (Not applicable to CRIS)
- The sizes of the advertisement should be fixed in such a manner that page loading should not be of very heavy size affecting the performance of the main function of the site
- Advertisements should be such that the focus of the main railway function for the passengers relating services get the topmost attention and the advertisers at the most occupy secondary space only which should be in the corner or in the bottom line etc.
- Frequent advertisements for such sites should be given in newspapers and also on the website itself so that better offers are received by the railways
- Full money by advertisements on website by CRIS should be deposited with the railway administration FA & CAO / Northern Railway within a reasonable time, say 60 days, with full details.
RAILWAY RATES TRIBUNAL

The proposal to establish Railway rates Tribunal was the result of long standing public demand in the country that there should be a judicial tribunal to enquire into the complaints against the Railways.

In 1936 Govt. appointed Railway Rates Advisory Committees with very limited powers and they can enquire only when Central Govt. made references. But this did not meet the demands of the demands of the customers because it is left to the Govt. to refer the case or not.

The advisory committee was replaced by the Railway Rates Tribunal in 1949 under amendment to the Railway Act. Railway Rates Tribunal deals with cases pertaining to undue to preference or unreasonable discrimination namely,

- Discrimination between persons
- Discrimination between commodities
- Discrimination between places

Undue preference is said to have taken place where preference shown is unfair or made without causes. Undue preference may arise in case of booking condition, namely, weight conditions, special rates etc.

Constitution of Railway Rates Tribunal:

Railway Rates Tribunal is constituted under the provisions of Railways Act of 1989 under section 33.

Section 33: Constitution of RRT - Railway Rates Tribunal shall consists of a

Chairman:

He shall not be qualified as a chairman unless he is or has been judge of the Supreme Court or high court.

Member – I:

He shall have special knowledge of commercial, industrial or economic conditions of the country.

Member – II:

He shall have special knowledge of the commercial working of Railways.

Chairman and Members are not eligible for reappointment. Proceedings of the tribunal shall not be invalidated on ground of

- Vacancy of any person
- Any defect in constitution of the Tribunal
- Any defect in the appointment of a person acting as a Chairman or as a Member

Section 34: Staff of the Tribunal

Empowers tribunal to appoint such officer and staff for efficient discharge of its functions with the prior approval of the Govt.
Section 35: Sittings of the Tribunal
The Tribunal may sit at such places as it may find convenient for transaction of its business.

Section 36: Complaints against Railway administration
Empowers the Tribunal to look into the complaints made against the Railway administration in respect of
- Contravening section 71 of Railways Act’1989
- Charges between two stations, a rate which is unreasonable
- Is levying any other charge which is unreasonable

They shall hear and decide any such complaints in accordance with the provision of the Railways Act’1989.

Section 37: Matters not within the jurisdiction of the Tribunal
Matters not within the jurisdiction of the Tribunal are
- Classification or reclassification of any commodity
- Wharfage and demurrage charges
- Fixation of fares levied for carriage of passengers and freight levied for carriage of their luggage, parcels, RMC and military traffic
- Fixation of lump sum rates

Section 38: Powers of the Tribunal
The Tribunal shall have the powers of a civil court for the purpose of taking evidence on oath, enforcing the attendance of the witness, compelling the discovery and production of documents, issuing commissions for the examination of the witness and the review and shall be deemed to be a civil court for all the purposes.

The Tribunal shall also have the powers to pass such interim and final orders as the circumstances may require, including the orders for payment of the costs.

Section 39: Reference to the Tribunal
The Central Govt. may, make a reference to the Tribunal in respect of any of the matters specified in section 37 and where any such reference is made in respect of any such matter; the Tribunal shall make an enquiry into that matter and submit its report thereon to the Central Govt.

Section 40: Assistance by the Central Govt.
The Central Govt. shall give to the Tribunal all assistance as it may require and also place at its disposal any information in the possession of the Central Govt. which the Govt. may think relevant to any matter before the Tribunal.

Any person duly authorized in this behalf by the Central Govt. shall be entitled to appear and be heard in any proceedings before the tribunal.

Section 41: Burden of proof etc.
In case of any complaint under section 36
- Whenever it is shown that a Railway Administration charges one trader or class of traders or the traders in local area, lower rates for the same or similar goods or lower rates for the same or similar services than it charges to other traders in any other local area, the burden of providing that such lower rate or charge does not amount to an undue preference, shall lie on the Railway Administration.
- In deciding whether a lower rate or charge does not amount to undue preference, the Tribunal may, in addition to any other considerations affecting the case, take into consideration weather such lower rate or charge is necessary in the interest of the public.
Section 42: Decision etc. of the Tribunal

The decision or order of the Tribunal shall be by a majority of the members sitting and shall be final.

Section 43: Bar of jurisdictions of courts

No suits shall be instituted or proceedings taken in respect of any matter which the Tribunal is empowered to deal with, or decide under this chapter.

Section 44: Relief which the Tribunal may grant

- In case of any complaint made the Tribunal may fix such rate for charge as it considers reasonable from any date as it may deem proper, not being a date earlier to the date of filing of the complaint
- Direct a refund of amount, if any, as being the excess of the rate or charge fixed by the Tribunal.

Section 45: Revision of decisions given by the Tribunal

Where a Railway administration considers that since the date of decision by the Tribunal, there has been a material change in the circumstances on which it was based, it may, after the expiry of one year from such date, make an application to the tribunal and the Tribunal may, after making such enquiry as it considers necessary, vary or revoke the decision.

Section 46: Execution of decisions or orders of Tribunal

The tribunal may transit any decision or orders made by it to a civil court having local jurisdiction and such civil court shall execute the decision or order as if it was a decree made by that court.

Section 47: Report of the Central Govt.

The Tribunal shall present annually a report to the Central Govt. of all its proceedings under this chapter.

Section 48: Power of the Tribunal to make regulations

1. The Tribunal may with the previous approval of the Central Govt. make regulations consistent with this act and rules generally to regulate its procedures for the effective discharge of its functions under this chapter.

2. In particular, and without prejudice to the generality of the foregoing powers such regulations may provide for all any of the following matters namely

- The terms and conditions of the service of the employees of the officer and the employee of the Tribunal
- The award of costs by the Tribunal in any proceedings before it
- The reference of any question to a member or to an officer of the Tribunal or any other person appointed by the Tribunal for report after holding a local enquiry
- The right of the audience before the Tribunal, provided that any party shall be entitled to be heard in person, or by a representative duly authorized in writing or by a legal practitioner
- The disposal of the Tribunal of any proceedings before it, not withstanding that its course thereof there has been a change in the persons sitting as members of the Tribunal
- A scale of fee for and in connection with the proceedings before the Tribunal
RAILWAY CLAIMS TRIBUNAL

Definition:

A claims tribunal has been set up at New Delhi in accordance with the claims tribunal Act 1987 which is required to determine claims against Railway Administration for compensation of loss, damage, destruction, deterioration or non delivery of consignment entrusted to Railways for carriage or for refund of fares or freight or for compensation for death or injury resulting during Railway accident.

Objectives:

- To avoid protracted litigation in civil courts, since average time for disposal of a suit by the civil court is 4 – 5 years.
- To give speedy relief to Rail users keeping in view the motto “customer satisfaction”
- To reduce the burden of various civil courts in the country, thereby, giving them more time to decide more cases speedily.

Composition of railway claims tribunal:

The claims tribunal shall consist of the following staff:

- A chairman
- Four vice chairman
- Such number of judicial members & technical members as the central Govt. may deem fit.

Qualification of a chairman:

A person shall not be qualified for appointment as chairman unless he
- Is or has been a judge of high court
- Or has for at least 2 years held the office of a vice-chairman

Qualification of a vice-chairman:

A person shall not be qualified for appointment as vice-chairman unless he
- Is or has been or is qualified to be a judge of a high court or
- Has been a member of the Indian Legal Service and has held a post in Grade-I of that service or any higher post for at least 5 years or
- Has for at least 5 years held a civil judicial post carrying a scale of pay which is not less than that of a joint secretary to the Govt. of India or
- Has for at least 5 years held a post under a railway administration carrying a scale of pay which is not less than that of a joint secretary to the Govt. of India and has adequate knowledge of rules and procedures of, and experienced in, claims and commercial matters relating to railways or
- Has for a period of not less than 3 years held office as a judicial member or a technical member

Qualification of a judicial member:

A person shall not be qualified for appointment as a judicial member unless he
- Is or has been or is qualified to be a judge of a high court or
- Has been a member of the Indian Legal Service and has held a post in Grade-I of that service or any higher post for at least 3 years or
- Has for at least 3 years held a civil judicial post carrying a scale of pay which is not less than that of a joint secretary to the Govt. of India or
Qualification for a technical member:

A person shall not be qualified for appointment as a technical member unless he has for at least 3 years held a post under a railway administration carrying a scale of pay which is not less than that of a joint secretary to the Govt. of India and has adequate knowledge of rules and procedures of, and experienced in, claims and commercial matters relating to railways.

The chairman, the vice chairman and every other member shall be appointed by the president. No appointment of a person as a chairman shall be made except after consultation with the chief justice of India.

Benches:

The central government has set up 19 benches throughout the country and the members of these benches will be reviewed from time to time. The following are the benches set up:

Ahmadabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi (2 Courts), Ernakulam, Gorakhpur, Guwahati, Jaipur, Kolkata (2 Courts), Lucknow, Mumbai, Nagpur, Patna, Secunderabad.

Term of office:

The chairman, vice-chairman or other members shall hold office of 5 years from the date on which he enters his office or until he attains:

- In case of chairman, 65 years
- In case of vice-chairman or any other member, 62 years which ever is earlier.

The territorial jurisdiction of every bench is specified in the Claims Tribunal Act 1987 and if an application is received by a bench which does not have territorial jurisdiction to deal with the matter, the registrar of the bench shall return the application to the applicant.

In such cases, the applicant may apply to the chairman and the chairman may there upon direct a bench other than this bench which an application has been filed to hear.

Procedure and powers of Tribunal:

The Tribunal shall have for the purpose of discharging its functions under this act, the same powers as are vested in a civil court, while trying a suit in respect of the following matters namely:

- Summoning and enforcing the attendants of any person and examining him under oath
- Production of documents
- Receiving evidence on affidavits
- Requiring any public record or document or copy of such record or document from any office
- Issuing commissions for the examination of witnesses or documents
- Reviewing its decisions
- Dismissing an application for default or deciding it ex parte
- Setting aside any order or dismissal of any application for default

Decision of the Tribunal:

The Tribunal should decide every application as expeditiously as possible on perusal of documents, affidavits and other evidences if any.
Representation before RCT:

The claimants may engage advocates to represent their cases before tribunal. On behalf of Railways, Presenting Officers in senior scale / JA grade, legal staff and other officers working under CCO may represent before tribunal.

Limitations:

An application for any claim should be filed
- Within 3 years from the date of booking of parcels and goods
- Within one year of occurrence of accident

If the decision given by the Tribunal is against the railways or the party, they can appeal to the high court and if necessary to the Supreme Court.
RAIL – ROAD COORDINATION

In the national interest, it is essential that all transport service in the country should be so developed as to avoid all waste and duplication of services. A proper policy, therefore, must also aim at developing motor transport in such a way that instead of competing with Railways, it proves complementary to them. In other words, the road service should be feeders of Railways and also distribute the traffic carried by them. Instead of running parallel to Railways, roads should be, as far as possible built at right angles to Railway route.

In the broader interest of the country, there should be a proper division of functions such as; Railways are more suitable for heavy and long distance traffic while motor traffic is suitable for short distances and for carrying perishable goods. But when they run parallel to each other, it is essential that the competition between the two should be fair one under proper regulation. This is possible by giving Railways a share in the ownership of the roadways. Sir.E.Benthal, transport Member during the war had suggested that ownership of the road transport should be shared by road operators, the state government concerned and the Railways. Accordingly, in a few states this suggestion is being acted upon on certain routes.

Recently, the Govt. promulgated a rail-road coordination scheme, which aims at unified control of transport and its development. It is intended to prevent unregulated cut throat competition, stop rate wars and eschew duplication of service.

In Apr’1959, the central Govt. appointed the rail road coordination committee under the chairmanship of Sri. K.C.Neogi to examine the whole question of rail – road rivalry, to make suitable recommendations for bringing about coordination between these two leading mode of transport. This committee recommended that

- There should be free and unrestricted competition between different forms of transport
- Coordination should be secured through appropriate Govt. regulations
- Integration of rail and road services into one single unit to achieve coordination within the authority responsible for the joint management for all forms of transport.

For development of an efficient transport system in the country there should not merely be rail road coordination but coordination among all forms of transport. For this function of coordination the Govt. of India has set up the Central Board of Transport. The economic development of the country would depend largely upon a properly coordinated transport system for the country.

For a planned economy transport coordination is of utmost importance so that men and material can move unhampered. Both the 2nd and 3rd five year plan laid great emphasis on over all transport coordination. For this purpose, a national authority was set up keeping in view the national interest.

**Competition between rail – road transport**

The rapid growth of motor transport led to a very unhealthy competition with railways. It resulted in a serious loss to the latter during 1930-34. Apart from this, such a competition was a great national waste, particularly when there were many areas which had neither railway nor motor transport to serve them.

The nature of rail – road competition lies in this that motor transport takes away the more paying traffic from railways by agreeing to accept lower freight charges, leaving to railways bulky goods paying low freight charges. In other words, the road transporters pick and choose the traffic of their taste and thus they skim away the railway traffic. However it is a very unfair competition because while the railways are subjected to strict rules and regulations, the motor transport has not till recently observe any such discipline.
In 1932, the Mitchel – Kirkness committee was appointed by the Govt. to conduct an enquiry into rail – road competition.

In 1937, the Wedgewood Railway Enquiry Committee also recommended that the Railways be protected from unfair competition of the motor transport by properly controlling the later. They suggested further that railway should participate in road traffic.

The Motor Vehicles Act was passed in 1939. it provided for the appointment of regional transport authorities for the road regions into which each province was divided. A provisional transport authority was set up in each coordinate the work of the regional authorities. These authorities control motor vehicles.

Accordingly, motor vehicles can run only under permit, maximum number of passengers that can be carried is laid down. All motor vehicles are to be insured compulsorily for 3rd party risk. They have to observe prescribed timings and the working hours and the conditions of those employed are also laid down. Any infringement of these regulations results in the imposition of fines. Thus motor transport has been made to function under proper regulation as the railways already did.
RAILWAY USERS CONSULTATIVE COUNCIL AND COMMITTEES

The following Consultative Bodies have been established with a view to affording more frequent opportunities for consultation between Railway Administration and railway Users some matters relating to the service provided by railways and means of improving the efficiency of such services:-

1. Railway Users Consultative Committees at the Divisional level. (DRUCC)
2. Zonal Railway Users Consultative Committee at the Headquarters of each railway and

Divisional Railway Users Consultative Committees:

The Divisional railway Users consultative Committee in the Division represents the local users in the territories served by the railway and consider matters relating to:

1. Provision of amenities in the area with which the Committee is concerned.
2. Proposals regarding opening of new stations within the jurisdiction of the Committee.
3. Arrangements regarding time tables.
4. Improvement of the services and facilities provided by the railways and
5. Any subject of general public interest or public convenience or such matters affecting the services and facilities which has been the subject of representation by users, or which has been referred to them for consideration by the Zonal Railway Users Consultative Committee, the National Railway Users Consultative Council or by the Administration.

Zonal Railway Users consultative Committee:

The Zonal Railway Users Consultative Committee at the headquarters of each railway represents the general railway users of the territory or zone served by the railway as a whole and considers:

1. Such matters, from the point of view of the zone as a whole, as referred by DRUCC.
2. Matters arising from the reports of the Division Committees, or such other matters relating to the subjects referred, as may be specifically forwarded by the Divisional Committee for consideration and
3. Matters referred for consideration and report by the Administration, Ministry of Railways or the National Railway Users Consultative Council.

National Railway Users Consultative Council:

The National Railway Users Consultative Council at the Centre considers:

1. Such matters relating to the services and facilities provided by railways as may be referred to it for consideration by the Ministry for Railways.
2. Such matters being within the scope of the function of the Zonal Committee as are referred to it for consideration by such Committees: and
3. Such other matters relating to the services and facilities on railways which individual members of the Council may, with the approval of the Chairman, desires to be included in the agenda

All the Committees and the Council established under these rules are consultative in character.

Questions relating to staff, discipline and appointment should not be brought before the Consultative Committee or the Council.
Divisional Railway Users Consultative Committees:

The Divisional Railway Users Consultative Committees will consist of members to represent the principle interests among railway users of the area, the membership being determined as follows:

1. Not more than six on the Divisional Railway Users Consultative Committees to be appointed by the General Manager, made up of one representative each of Local Chambers of Commerce, Trade Association and Industries and Agricultural Associations registered in the State or States.
2. Two representatives of the registered Passenger Association in the area, to be appointed by the General Manager and
3. Nine representatives of special interests not otherwise represented on the Committee (eight to be nominated by the Ministry of Railways and one by General Manager)
4. One representative each of the Governments of the States and one each of the Legislatures of the States served by the Division, recommended by the State Government.
5. One representative of Consumer Protection Organisation served by the Division.
6. One representative of Physically Challenged passengers association

Where by reason of the larger number of Chambers, Trades Associations, Passengers Associations etc representation cannot be given to all such bodies, representation may be given to them by rotation.

The Divisional Railway Manager of the division concerned will be the Chairman of the Divisional Railway Users Consultative Committees. One of the senior traffic officers of the Division concerned will function as the Secretary of the Committee.

Zonal Railway Users Consultative Council:

The Zonal Railway Users Consultative Council at the headquarters of each railway consists of persons appointed by the Minister for Railway to represent the general railway users in the territory served by the railway as stated below:

1. One representative each of the Governments of the States served by the Railway as recommended by such Governments.
2. One representative each of the States Legislatures as recommended by the State Governments.
3. Not more than five representatives of principal Chambers of Commerce and Trades Associations recognized by the State Government or Governments and having a standing of not less than five years.
4. Two representative to be sent by State Government or Governments of Agricultural Associations and other bodies, not included in or officiated to the Chambers of Commerce etc
5. One non-official representative elected form each of the Divisional Railway Users Consultative Committees.
6. Two representatives of the Public Sector Undertakings including Ports in the case of Railways served ports.
7. Registered Passengers Associations – one each of the States which have a sizeable route kilometrage on the Railway.
8. Three Members of Parliament – 2 from the Lok Sabha and 1 from the Rajya Sabha.
10. Nine representatives of special interest not otherwise represented on the Committee (eight to be nominated by the Minister of Railways and 1 by the General Manager.
The members of the Zonal Railway Users Consultative Committee representing industries, commerce and trade are ordinarily drawn from important local Chambers or Associations representing pre-dominant trade interests and approved by the State Governments concerned. After the Chambers or Associations etc. are approved for representation by the Minister, how the chambers or Associations etc. select their representative i.e. by election or otherwise, is left to them. However, where by reason of the large number of Chambers, Trade Associations, Passengers Associations, representation cannot be given to all such bodies, representation may be given to by them by rotation.

The General Manager will be Chairman of the Zonal Railway Users Consultative Committee and the Secretary to the General Manager or such other officer as may be nominated for the purpose by the General Manager will function as Secretary of the Committee.

National Railway Users Consultative Council:

The National Railway Users Consultative Council at the centre consists of persons appointed to it by the Minister for Railways as stated below:

1. Secretaries of each of the following Ministries of the Government of India:
   (a) Ministry of Industry;
   (b) Ministry of Commerce;
   (c) Ministry of Tourism.

2. Ministry of Railways; Chairman and Members of Railway Board.

3. Fifteen Members of Parliament, Ten of whom being from the Lok Sabha and Five from the Rajya Sabha.

4. A representative of each of the Zonal Railway Users Consultative Committee, not being an official to be elected by the respective Zonal Railway Users Consultative Committees.

5. One member each from the following All India Associations:
   (a) Federated Chambers of Commerce:
   (b) Associated Chambers of Commerce and Industry;
   (c) Indian Sugar Mills Association.
   (d) All India Manufacturers Association.
   (e) Cement Manufacturers Association;
   (f) All India Travel Agents Association, and similar All India Associations;
   (g) Fertilizer Association of India.

6. One to represent Agricultural Interests.

7. Two retired officers of Railways (Members of Board/General Manager).

8. Such other members as the Ministry of Railways may appoint to represent interests which he considers are necessary to be represented on the Council.

The Minister for Railways presides at the meeting of the Council and in his absence the Minister of State for railways acts as Chairman. The Joint Director, Traffic (General), Railway Board acts as Secretary of the Council.

Persons holding assignments of profit connected with the railways e.g. catering and vending contractors, out-agency contractors, handling contractors, engineering contractors etc are debarred from the membership of the Railway Users Consultative Committees and the National Railway Users Consultative Council.
Tenure of the membership:

The appointment to the Consultative Committees under these rules or to the National Railway Users Consultative Council is for a period not exceeding two years. The tenure of Divisional and Zonal Committees and National Council will generally commence in January, April and July respectively and run for full term of 2 years from those months.

Meeting:

The Divisional Railway Users Consultative Committees will ordinarily meet once in a quarter, but not less than three times in a year, the Zonal Railway Users Consultative Committees will ordinarily meet threes times in a year.

Traveling Facilities and Traveling Allowances:

Members of the Divisional Railway Users Consultative Committees, Zonal Railway Users Consultative Committee and the National Railway Users Consultative Council. When attending meetings of the committees or of the council or of sub-committees of these bodies, will be afford facilities for travel and traveling allowances as prescribed from time to time.

Suburban railway Users Consultative Committees:

Separate Suburban railway Users Consultative Committees have been set up at Madras, Calcutta and Bombay on the Southern, Eastern, South Eastern, Western and Central Railways with the following membership:

Officials:

1. Chief Operating Manager.
2. Heads of commercial and Engineering Departments.
3. The Deputy General Manager (G) or such other officer as may be appointed by the General Manager – member Secretary.

Non-Officials:

4. One representative of the City Corporation or the Municipalities where the headquarters of the railway are located.
5. One representative each from not more than two municipalities in the area served by the suburban services, if there are any municipalities in that area.
6. One member from the Divisional Railway Users Consultative Committee within whose jurisdiction the Suburban section falls (to be elected).
7. One representative from the Zonal Railway Consultative Committee (to be elected).
8. *Four representative of Suburban Passengers on Central and Western and two representatives on other Railways.
9. One nominee of the General Manager. This must be a lady member (preferably from the Parliament or the Local State Legislature) if no lady member is in the Committee under items (4),(5),(6),(7) and (8) above.
10. Four representatives of special interest not otherwise represented on the Committee.

*The two Associations will be selected by the General Manager, and he Associations so selected will select their own representatives

Separate Suburban Railway users Consultative Committees may be set up for the BG and MG suburban Sections.
Functions

The Suburban Railway Users Consultative Committee will function in the same manner as other consultative committees so far as the problems relating to the suburban section are concerned. They may also consider time tables of suburban trains where the times of the suburban train or trains under consideration do not affect the timings of the main line trains.

Tenure:

The tenure of the Suburban Railway Users Consultative Committee will be for two years.

Traveling Allowance is payable to members of the Suburban Railway Users Consultative Committees.

Non-official members of the Suburban Railway User’s Consultative Committee will be paid traveling allowance at the same rate as is applicable to the non-official members of the Divisional Railway Users Consultative Committees.

Station Consultative Committees:

Station Consultative Committees comprising of the representatives of all types of Railway users function at District/Headquarters and important industrial, commercial and political centers. These committees consider all local problems of users in their dealings with the railways in consultative with railway officials and also look into the question of passenger amenities along with other commercial matters regarding the booking and other facilities for parcels, luggage etc. The choice of the centers where such Committees are to be set up,

The composition of the Committees and their functions are left to be decided by the General Managers in consultation with the appropriate Divisional Railway Users Consultative Committees.
UNRESERVED TICKETING SYSTEM (UTS)

Particulars on UTS ticket:
1. **From** and **to** stations
2. Route
3. Class of accommodation
4. UTS number
5. Date of journey
6. Distance and fare
7. Date and time of issue and machine number / counter number
8. Cash / Voucher
9. Ticket type
10. 8 – digit pre printed number and a 4- digit machine printed ticket number
11. 4 – digit random number
12. Travel authority and concessional code, if any
13. Alpha code of progressive totals of transactions made.

Specifications for pre-printed paper computerized passenger-ticketing system:
1. UTS paper roll tickets are supplied with sprocket holes on both sides and of size 100mm X 64 mm (4”x 2.5”) with Indian Railway water mark and with Indian Railway back ground and advertisement on the reverse of the ticket.
2. Each ticket roll contains 500 tickets serially numbered. The serial number of the ticket consists of 8 digits. In each roll, the commencing number ends with 000 or 500 and closing number ends with 499 or 999.
3. Every ticket should have an **alpha numeric** before the eight digit pre-printed number, allotted for each, division, ie. SC1, SC2, SC3, SC4, SC5, SC6.
4. The roll should have perforated lines after each ticket.

Maintenance of the registers in UTS booking office:
- **Charge handing over and taking over register of the operators:** This should also be utilized as the daily trains cashbook for pasting of the shift and day end summaries generated from the UTS.
- Equipment fault register
- Failure register
- Non – issue register
- Cancellation register
- Special cancellation register

Duties of the operator:
1. During the change over of the shift, the operator will pass an undertaking regarding the correct taking over of the UTS terminals, key boards and printers in the taking / handing over register.
2. He / She will check that the opening number as prompted by the UTS on the terminal physically tallies with the first ticket available in the printer.
3. He / She will enter the correct imprest and personal cash in the UTS.
4. He / She will check that all characters are legible and correct slash number is printed on the ticket before the same is issued to the passenger.
5. Booking operator should manually cross and deface all special cancelled, non- issued and the cancelled tickets.
6. Operator is solely responsible for the distance entered in the blank paper ticket.
7. He / She should ensure that no blank paper ticket is issued to a destination which has already been fed in to the destination database.
8. He / She should permit all cancellations across the counter after verification of the data available in the system.
9. The amount as displayed on the UTS screen is the same as acknowledged by the system through the summary generated by the terminal. In case of discrepancies, the supervisor should be called and the hard copies should be generated from the system.
10. In case of any failure and hard copy not being generated from the system, the cash of the shift should be deposited by the operator as per the coded alpha cumulative cash available on the next ticket stationary available on the printer.
11. Necessary remarks should be passed in the failure register and report the problem to the AMC contractor.

**Duties at beginning of shift supervisor + operator:**

1. Only authorized users as mentioned in the user register are permitted to work on the machines.
2. The quality of the ink in the tape cartridge used in the ticket printer should be checked and it should be ensured that the figures and words are clear and legible.
3. Before the commencement of the shift, the supervisor and the operator should note the slash number printed on the stationery available on the machine. This should tally with the preprinted number available on the stationery.
4. If there is any mismatch, the following procedure may be followed.
   - If the ticket is accounted for in the system but is not printed on the ticket stationary, the supervisor should be called, the ticket should be non-issued and shift terminated in his / her presence. Cash summary, transaction summary of the shift and continuity statement should be tallied with each other.
   - When the preprinted number in the stationary is discontinuous, shift should be terminated in the presence of the supervisor who will then take necessary measures by issuing gazette notification and obsoleting the roll.
   - The reasons for mismatch should be recorded in the fault register as prescribed.

**Duties of the supervisors:**

1. Tallying the daily cash and vouchers with the shift wise summaries of cash and vouchers generated by the booking operators at the end of the shift.
2. To ensure correct remittance of cash. He / She will also take suitable action in case of discrepancy.
3. Ensuring that the details of the cash and vouchers as shown on the terminal tallies with the summary generated from the UTS.
4. Ensuring that each operator hands over correct cash, rail travel coupons, concessions, cash vouchers, non-issued, special cancellation, normal cancellation and unused ticket after tallying the same with the DTC / shift summary.
5. Ensuring that all non-issued, cancelled, special cancelled and unused tickets are also sent to the traffic accounts office along with the summary mentioning the stock number of the tickets.
6. The fully or partially cancelled tickets should be accompanied with the original journey tickets.
7. In case the DTC is not generated from the system, the net cash of the day should be collected from the coded cash available on the next ticket stationary available in the system.
8. This fact should also be recorded in the fault register.
9. In the system, coded cash is recognized through alphabets ’A’ to ‘J’, which denotes the value in the terms of Rupees from 0 to 9. A=0, B=1, C=2, D=3, E=4, F=5, G=6, H=7, I=8 and J=9 respectively which will appear like “DBCD AA” This conveys a message to the operator that he / she has to deposit Rs. 3123.00 as collected cash. This fact should also be recorded in the failure register.
10. Ensuring that daily BPT statements of all shifts showing ’from’ ‘to’ ‘distance’ ‘amount’ ‘number of passengers’ ‘number of counter’ is sent to traffic accounts office on the next day.
List of UTS reports to be generated from the system:

### Daily reports:

<table>
<thead>
<tr>
<th>Type</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season tickets</td>
<td>TC money receipts</td>
</tr>
<tr>
<td>Advance season tickets</td>
<td>Miscellaneous receipt tickets</td>
</tr>
<tr>
<td>Non-issued season tickets</td>
<td>Supervisor intervention</td>
</tr>
<tr>
<td>Cancelled tickets</td>
<td>Station pair</td>
</tr>
<tr>
<td>Summary of cancelled tickets</td>
<td>Sum of trains (Cash info)</td>
</tr>
<tr>
<td>Special cancelled tickets</td>
<td>M- 17 continuity</td>
</tr>
<tr>
<td>Summary of SPL cancelled tickets</td>
<td>Ticket information</td>
</tr>
<tr>
<td>Non-issued tickets</td>
<td>M9 Classification</td>
</tr>
<tr>
<td>TTE money receipts</td>
<td>Concession passenger</td>
</tr>
<tr>
<td>TC money receipts</td>
<td>(Season)</td>
</tr>
<tr>
<td>Supervisor intervention</td>
<td>SPL cancel season ticket</td>
</tr>
<tr>
<td>Station pair</td>
<td></td>
</tr>
<tr>
<td>Sum of trains (Cash info)</td>
<td></td>
</tr>
<tr>
<td>M- 17 continuity</td>
<td></td>
</tr>
<tr>
<td>Ticket information</td>
<td></td>
</tr>
<tr>
<td>M9 Classification</td>
<td></td>
</tr>
<tr>
<td>Concession passenger</td>
<td></td>
</tr>
<tr>
<td>(Season)</td>
<td></td>
</tr>
<tr>
<td>SPL cancel season ticket</td>
<td></td>
</tr>
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</table>

### Periodic reports:

<table>
<thead>
<tr>
<th>Type</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season tickets</td>
<td>Miscellaneous receipt tickets</td>
</tr>
<tr>
<td>Season NI tickets</td>
<td>Supervisor intervention</td>
</tr>
<tr>
<td>Cancelled tickets</td>
<td>Station pair</td>
</tr>
<tr>
<td>SPL cancelled tickets</td>
<td>Sum of trains (Cash info)</td>
</tr>
<tr>
<td>Non-issued tickets</td>
<td>M- 17 Continuity</td>
</tr>
<tr>
<td>TTE money receipts</td>
<td>Ticket information</td>
</tr>
<tr>
<td>TC money receipts</td>
<td>M9 Classification</td>
</tr>
<tr>
<td>Supervisor intervention</td>
<td></td>
</tr>
<tr>
<td>Station pair</td>
<td></td>
</tr>
<tr>
<td>Sum of trains (Cash info)</td>
<td></td>
</tr>
<tr>
<td>M- 17 Continuity</td>
<td></td>
</tr>
<tr>
<td>Ticket information</td>
<td></td>
</tr>
<tr>
<td>M9 Classification</td>
<td></td>
</tr>
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</table>

### Monthly reports:

<table>
<thead>
<tr>
<th>Type</th>
<th>Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season tickets</td>
<td>Miscellaneous receipt tickets</td>
</tr>
<tr>
<td>Advanced season tickets</td>
<td>Supervisor intervention</td>
</tr>
<tr>
<td>Season NI tickets</td>
<td>Development charge</td>
</tr>
<tr>
<td>Cancelled tickets</td>
<td>Supervisor intervention</td>
</tr>
<tr>
<td>SPL cancelled tickets</td>
<td>BPT</td>
</tr>
<tr>
<td>Non-issued tickets</td>
<td>Station Pair</td>
</tr>
<tr>
<td>TTE money receipts</td>
<td>RTC Concessions</td>
</tr>
<tr>
<td>TC money receipts</td>
<td>CST Vouchers</td>
</tr>
<tr>
<td>Miscellaneous receipt tickets</td>
<td></td>
</tr>
<tr>
<td>Supervisor intervention</td>
<td></td>
</tr>
<tr>
<td>Station pair</td>
<td></td>
</tr>
<tr>
<td>Sum of trains (Cash info)</td>
<td></td>
</tr>
<tr>
<td>M- 17 Continuity</td>
<td></td>
</tr>
<tr>
<td>Ticket information</td>
<td></td>
</tr>
<tr>
<td>CST Vouchers</td>
<td></td>
</tr>
</tbody>
</table>
UTS - ticket indenting procedure:

The following procedure for indenting of ticket rolls should be followed for stations where UTS / Micro Processor based self printing ticketing machines are installed.

1. Indent for supply for pre-printed ticket rolls will be on annual basis.
2. Based on roll continuity statement generated by the system / consumption pattern for the previous year and augmenting this by a growth factor of 10%, the booking supervisor will prepare ticket rolls requirement taking into account the lead time etc. The quantity to be indented would be arrived as under.

\[1.5 \times \text{quantity assessed} \times \{\text{stock on hand} + \text{stock yet to be received from the supplier}\}\]

3. This should be vetted by TIA. The estimate should be forwarded to the Sr.DCM / DCM’s office by 10th January every year.
4. On the receipt of the estimates from the station, the data will be incorporated in the ticket estimate register maintained in the divisional office. Sr.DCM / DCM should ensure that these estimates have been received from all the stations under their jurisdiction before assessing the requirements.
5. Once the required quantity has been assessed, the Sr.DCM / DCM will prepare and submit the indent in five copies in form S-1032 duly indicating the ticket numbers to be printed for each location. This will be done latest by 31st January.
6. The indents will be sent in five copies to Sr. DFM / DFM by 10th February. Sr.DFM / DFM will certify the availability of funds and returns 4 copies of the indents to FA&CAO / WSTs office (Ticket indent section) before 20th February. In FA&CAO / WSTs office, all the indents will be posted in the Master Register separately maintained for each station as per the codal provision.
7. On receipt of the certified copies of the indents from FA&CAO / WSTs office, Sr.DCM / DCM will send the indents duly approved by DRMs to COS / SC before 10th March.
8. Purchase action will be immediately initiated by COS / SC and purchase order released before 31st May.
9. Supply will commence from 1st July. Sr. DCM / DCM will issue strike orders in lots of 1 lakh or multiples thereof, ensuring two months lead time to the supplier. While giving strike order, art work for advertisement on the reverse of the ticket would be furnished by Sr.DCM / DCM in addition to the commencing number and closing number of the tickets to be supplied.
10. Sr.DCM / DCM will have to advise the funds required at the time of preparation of the budget estimate each year in November.
11. On receipt of the ticket rolls, CBSR will verify the ticket rolls with that of the supply advise. Details of tickets received viz, number of rolls, serial number of tickets received and the date of receipt, supplier etc. shall be jointly advised to Sr. DCM / DCM and FA&CAO / WST (Ticket Indent section).
12. In case of emergency, if ticket rolls are to be transferred from one station to another, both the dispatching station and recipient station should intimate immediately Dy.CAO/T who will ensure the correct accountal of rolls at both ends. The transfer of such rolls should be between the stations situated within the same division.
13. When a roll is reported missing, CBSR will immediately notify the loss to all concerned. A gazette notification will be made according to the extant rules on the same lines as notified in the IRCM Vol. I, para 227.
RESERVATION OF BERTHS & SEATS

Basic rules for reservation of berths and seats:

- Reservation of berths or seats is provided with an intention to provide comfortable journey.
- Reservation is provided on such trains and stations, which are notified by Railway Administration.
- An application must be presented for booking of reserved tickets. Only one Application is accepted from Passenger at a time for both outward and return journey maximum of 17 persons can be booked on and application for a family or party.
- The names of the infants, for whom reservation is not made, should also be written in the application.
- Reservation of accommodation on telephone can be made for the following persons only viz. Ministers, Governors, MP’s on ICCRP, and other High Officials.
- Reservation of berths or seats is done on first cum first served basis.
- Advance period of reservation is 90 days (CC18 of 2008) excluding the date of journey for general public and 360 days for foreign tourists.
- Reservation of berths or seats is done on a valid pass or a journey ticket.
- Reservation of berths will not be made on provisional basis; it is made only in the name of an individual.
- Berths are provided with an intention to provide sleeping accommodation between 21.00 hours and 6.00 hours.
- During daytime, the passengers must make room for other passengers upto the number it is marked for seating.
- Half tickets issued to children will be treated as full tickets for the purpose of reserving berths.
- Reservation charges, superfast surcharge and development charge will be levied in addition to the basic fare.
- Reservation ticket is valid for the particular train and date for which it is issued.
- On a through ticket, reservation charge will be levied each time the journey is broken and fresh reservation is sought for.
- Change of Name, Date, Train and Class is permitted under certain conditions.
- Transfer of tickets is prohibited as per Section 53 of the Railways Act, 1989. However exchange of berths in the same coach or train between the passengers is permitted with the knowledge of the TTE.
- After completion of firm reservation, RAC/WL tickets are issued in order of priority.
- Passengers are required to occupy their berths/seats at least 10 minutes before the schedule departure of the train.
- Reservation can be made in advance only during the working hours of the reservation Office. Current reservation counter will be closed 30 minutes before the schedule departure of train.
- Railways do not guarantee reserved accommodation and will not admit any claim for compensation for the inconvenience or extra expenses due to such accommodation not being provided.
- Passengers are permitted to board the train enroute on an application.
- The reservation office should display on the board at specified intervals of the day, the total number of berths/seats available for allotment train-wise and date wise.
- Reservation charts should be displayed indicating full particulars of carriage and their position from the engine.
- Refunds will be allowed on cancellation of tickets as per rules.

Long distance trains will be logically split into two groups from the point of view of accommodation. One will be **end to end** accommodation and other will be accommodation for **road side** passengers.

The quota as well as coaches will be accordingly defined and coach indication boards etc should be placed accordingly. Thus, there will be only two quotas –End to End Quota and Road side Quota. These will be defined as **primary quotas**.

The second level of quotas will be known as **sub-quotas** and there will be sub-quotas within end to end quota as well as for roadside quota. All reservations like Emergency Quota, Defence quota and Foreign Tourist quota will be known as sub-quotas and they will be defined for various types of trains.

The quotas meant for City booking Agency and Out Agencies will also fall under the category of sub-quotas. The broad definition of all types of quotas is given below:

**End to End Quota:** Since long distance trains are primarily meant for end to end passengers, the basic emphasis is to provide the maximum number to this category only and this is primary and main functional quota and its utilization has to be monitored very closely. The train accommodation should be increased according to utilization of this quota.

**Road Side Quota:** This is an aggregate quota of a group of roadside stations which may be clubbed together. Any remote location which is added on the PRS network should be given access only to this quota and fresh profile of PRS train should not be defined for this purpose. For control of this quota grouping of various roadside stations, one nodal station should be defined as the reference point and charting activity etc. should be done with respect to that nodal station.

**Sub Quotas:** Various sub quotas defined in PRS are as under.

**Emergency Quota** It should be such defined that it could be part of either end-to-end quota or roadside and should be need based on requirement of VIPs at that point.

**Foreign Tourist Quota** is earmarked for booking of foreign tourists on payment of foreign currency.

**Defence Quota** is earmarked specific requirement of Defence personnel’s. This will be fixed by the Railway Board from time to time in consultation with the Defence Department and instructions will be issued to the Zonal Railways accordingly.

**Out Station Quota:** is earmarked to station with booking facility from other station from where the train passes.

**City Booking Agency Quota** is earmarked at the Out Agencies and City Booking Agencies operated by agents to the cities having no rail head.

Standard nomination of Quotas in specific coaches: Quotas will be defined in the following coaches.

<table>
<thead>
<tr>
<th>Class</th>
<th>Roadside Quotas</th>
<th>Spill Over quota</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 AC</td>
<td>H-1</td>
<td>--</td>
</tr>
<tr>
<td>2-AC</td>
<td>A-1</td>
<td>A-2</td>
</tr>
<tr>
<td>3-AC</td>
<td>AS-1</td>
<td>-</td>
</tr>
<tr>
<td>FC</td>
<td>F-1</td>
<td>--</td>
</tr>
<tr>
<td>SL</td>
<td>S-4, S-5</td>
<td>S-6</td>
</tr>
</tbody>
</table>
Two berths allotted as physically handicapped quota will be berth Nos.1 and 2 in Coach No. S-3.

The Intermediate Station quotas of sleeper class will be defined in the centre coaches, ie in Coach No. S-4, S-5 and if necessary in S-6. In special circumstances when the train is bifurcated into two streams like one portion of the Dakshin Express going to Secunderabad and other going to Vishakapatnam, the quotas for the intermediate station can be defined in other coaches also. In AC-2 tier coaches, the intermediate defined in other coaches also. In AC-2 tier coaches, the intermediate quotas will be defined in coach A-1, for First Class in F-1, for 1st AC in H-1 coach and for AC-3 tier in AS-1.

Since the total accommodation available in upper class is very less, particularly in those trains where one or two upper class coaches are running, it may be difficult to observe the above principle. However, the above principle may be followed as far as possible and slight modification in the distribution of quotas, if required, can be made by the Zonal Railways on train-to-train basis. Efforts should, however be made to ensure that the variation is to the minimum extent possible.

All sub quotas for end-to-end, like Emergency Quota, Foreign Tourist quota, Defence quota, physically handicapped quota, etc. will be defined in Coach S-3 in the case of Sleeper Class and overflow if any will be allotted in coach S-2. In the case of AC-2 tier, AC-3 tier, First Class and AC First Classes, the quotas will be defined in Coach A-1, AS-1, F-1 and H-1 respectively.

If the train is not originating from an important station on account of operational reasons, the important station falling on the route, like, New Delhi in the case of trains originating from Jammu Tawi, Amritsar, etc will be treated as the originating station. The same principle will be applied by other railways.

**Location and display of boards:**

At all roadside stations a display board should given the position of various coaches where the train will be stopping.

For stoppage of engine or all trains at every station a stopping board should be installed with immediate effect and for all classes either electronic display boards or oil painted board should be installed at all important stations.

It is possible to provide a PC in the enquiry office and connect it to various electronic display boards to give the position of train which may be berthed at that time. The train composition and the location of the coach pre-programmed and put on PC. Such systems should be planed for ‘A’ and ‘B’ class stations.

All roadside quota coaches should be manned without fail.

From all stations whatever vacant berths are available the information should be sent to the station in advance by E-mail for doing the booking and this should be displayed by a chart.

**Distribution of accommodation between end-to-end and road side:**

In order to ensure optimum utilization of the existing reserved accommodation and to rationalize the various quotas, the following systems are suggested.

Out of the total reserved accommodation in a train, 70% of the accommodation should be defined as end-to-end quota which should be booked only from the originating station to the destination station.

30% accommodation should be roads side quota for the group of the road side stations.

The distance restriction for each train should be harmonized with above quota concept, so that optimum utilization of berths is done.
Rationalization due to networking

After the networking, it is not possible to define more than 7 remote locations. The quotas of various computerized intermediate station will be clubbed and confined only 6 to 7 locations which will be defined as remote locations. The following principles will be followed in this regard.

No quota will be allotted at any computerized reservation location falling within a distance of 200 kms from the train origination. The quotas of 4-5 next computerized locations will be clubbed together and access given to all these locations on first-come-first served basis. For example the quota of Agra Cantt, Gwalior, Jhansi ad Bhopal will be clubbed together and defined as Agra Cantt Quota. All these 4 station will be given access to the clubbed quota on first come first served basis.

No train will be defined as remote train at a particular station if it passes through that station between 20.00 hours and 08.00 hours.

At the time of the preparation of chart the vacant accommodation at all train originating station etc, would be released to the next remote locations in order of distance.

System of Booking

The system of booking of end-to-end quota and road-aside quotas will be as under:

Each train should be defined in one PRS only and it should be the PRS which controls the primary / secondary maintenance of the train e.g in the case of 2311 Howrah Kalka Mail, it would be defined on the Calcutta PRS and in the reverse direction 2312 will be defined on the New Delhi PRS. The total route of the train will be defined as originating station (O) Road side locations (RS-1, RS-2 …….. upto RS-7) and destination (D).

70% of the accommodation will be defined as end-to-end and the remaining 30% will be allotted to the road side locations en-route. The quota of nearby computerized locations will be clubbed and defined as RS-1, RS-2…….RS-7 in order of distance from the train originating station.

The first station of the stations for which the road side quotas has been clubbed will be called as nodal point for that road side location. For example, if the quota of Mathura, Agra Cantt, Gwalior and Jhansi has been clubbed together, Mathura will be treated as a nodal point for RS-1.

The end to end quota available at the train originating station will be used for providing reservations to passenger commencing their journey from train originating station and stations upto the first nodal point and de-training a station beyond the last nodal point and upto the destination.

The reservation at the originating station and stations upto the first nodal point for passengers intending to go to intermediate roadside stations will be given to the extent of reservation quota earmarked at next location. For example, the passengers intending to travel for any station located between RS-1 and RS-2, the quota of RS-2 will be utilized. Similarly if a passenger wants to go to a station between RS-6 and RS-7, the quota of RS-7 will be utilized.

The roadside stations will be permitted to book upto the limit of their quota for intermediate stations and also for destinations depending upon the demand subject to the distance restrictions if any in vogue.

The responsibility for updating of data base will be of that PRS location in which the train is defined. Any other requirement by anybody else will be forwarded to the CCM/PM of that Railway.

All changes in the Database will be done only on 31st March, 30th June, 30th September and 31st December only.
All summer specials will be decided by 31st of December and fired by 28th February and Pooja holidays specials will be fired by 30th June and X’Mas holiday specials by 30th September.

No train should run which is not defined in PRS. As soon as changes have been done and trains or coaches have been added, the CCM/PM should give an advertisement in newspaper and the same information should be available in the National Train Enquiry System.

The City Booking Agencies and Out Agencies have a special character and their quotas wherever defined will continue as a Sub-Quota even if PRS terminal has been opened. The Railway administration may give them the access to end-to-end quota or roadside quota or both but apply a suitable limit and other safeguards.

RTA/RTSA, CBAs and Out Agencies may also be provided with PRS terminals, when suitable guidelines are issued from Railway Board. In future their revenue accountal and quota will be governed by specific provisions made from time to time in that respect.

The utilization of the quota should be done as a regular exercise for all quotas by CCM/PM personally, and adjustments be done so as to optimize utilization and fresh profile of the PRS train should not be defined for this purpose. For control of this quota various roadside stations should be grouped and one nodal station should be defined as a nodal point and charting activity etc. should be done with respect to that nodal point.

Reservation Against Cancellation; (RAC)

1. After completion of firm reservation, when there is still demand for berths, those passenger names are kept under RAC in order of their priority.
2. These passengers are assured of sitting accommodation.
3. They are likely to get confirmed berth that are falling vacant due to last minute cancellation of reservation.
4. The process of allotting vacant berths to RAC persons takes places automatically on computerized reservation system.
5. This facility is not available in AC First Class, AC Chair Car and II Class.
6. Initially a serial number is given after finalization of the charts a separate chart will be displayed indicating the current status, coach number, berth/seat numbers allotted,
7. When a RAC ticket is presented for cancellation;
   i) Clergage charges are collected if the status of reservation is still RAC at the time of departure of train.
   ii) Cancellation charges are collected if the reservation status is confirmed at the time of presentation of ticket as per refund rules.

Waiting List:

1. After complete allotment of firm reservation and RAC the remaining passengers who seek reservation in their order of priority are kept in waiting list. Their claim for berth is automatically considered, provided accommodation becomes available subsequently.
2. The actual number of persons to be kept under waiting list per train is left to the discretion of the Railways. Keeping in view the maximum cancellation taking place plus 10%.
3. All concerned officials should watch the waiting list and initiate action for making additional accommodation available.
4. Fare should be paid in full including reservation charges, development charge and super fast supplementary charge at the time of booking ticket.
5. Two waiting list numbers are shown on the ticket, one showing the waiting list without taking into account cancellation that have taken place and another showing the waiting list status as on date of issue of the ticket.
6. Waiting list ticket holders should not board reserved compartments.
7. Change of name is not allowed.
8. Change of reservation by any other train or date is permitted.
9. Concession/PTO ticket holder kept in waiting list in any train is eligible to avail reservation in any other train on the same day or any other day, without loosing the benefit of concession.

10. Waiting list ticket holders who have not been provided with reserved accommodation either at the train starting station or enroute station and performs his journey in lower class can get refund of difference of fare at the destination station only on production of ‘no room certificate issued by TTE’.

11. When a wait listed ticket is presented for cancellation;
   i) Clerkage charge of Rs.10/- is collected if the status of reservation is still waiting list at the time of cancellation.
   ii) Cancellation charges are levied as per refund rules if the reservation status is confirmed at the time of presentation of ticket for cancellation.

Remote Location Waiting List: RLWL

After completion of firm reservation allotted to the remote location, passengers seeking reservation are kept in waiting list against remote location quota. Berths falling vacant due to cancellation at the remote location will be allotted to waiting list passengers in order of their priority. At the time of finalization of the charts at the train starting station, vacant berths if any will be allotted for clearing the waiting passengers at the remote locations in the order of their priority i.e. starting from RL-1, RL-2 and so on.

Pooled Quota Waiting List : PQWL

A Pooled Quota Waiting List (‘PQWL’) is shared by several small stations in a particular region. E.g., Tiruppur, Salem, etc., share in the quota and wait list for some trains originating from Trivandrum or Mangalore. As another example, the 2723 Andhra Pradesh Exp. has three quotas, for Secunderabad - New Delhi, Secunderabad - Nagpur, and Secunderabad - Bhopal. There is also a pooled quota for passengers travelling from Secunderabad to stations beyond Bhopal but short of Jhansi; if this quota is exhausted, a passenger is placed in the pooled quota waiting list. Such remote location quotas are also provided when there is a very strong demand for the train in question, because of which, without such additional quotas, all seats or berths might be fully consumed by passengers from the originating station leaving nothing available for those wishing to travel from intermediate points.

Boarding enroute:

Boarding enroute means permission to entrain from station other than those from which accommodation is reserved may be granted subject to following conditions;

1. When a specific request is made in writing this facility can be given at all the terminals.
2. Such request can be made any time including the day on which reservation has been made in writing at least 24 hours before the scheduled departure of the train. (CC 8 of 2007)
3. From a station at which the train is booked to stop.
4. The railways reserve the right to utilize the accommodation if necessary upto boarding point.
5. No refund is claimed for the portion of journey not performed.
6. The change of boarding point once made is final and the boarding point station name is printed on the reservation chart for information of the ticket checking staff.
7. The change of station once made will be final i.e. In case a passenger has changed the boarding point, he/she will lose all right to board the train from the original boarding point. If found traveling without any proper authority to travel, he/she will have to pay fare with penalty between original boarding point to changed boarding point.
Change of name;

1. A ticket on which a seat or berth has been made is not transferable. The ticket should be otherwise be used by the person in whose favour it is issued.
2. A railway servant authorized in this behalf may permit change of name of a passenger having a reserved a seat or berth subject to the following conditions.
3. An application for change of name should be given 24 hours before the scheduled departure of the train.
4. It is permitted only once on confirmed tickets.
5. For change of name reservation fee will not be collected.
6. Change of name is permitted in the following cases;

(i) Between the family members due to unavoidable circumstances by a Gazetted Officer from Commercial Department. (Station Masters can permit change of name and take approval where gazetted officers are not available)

(ii) Government servants proceeding on duty on production of a letter from the authority. (CRI/SM are authorized to permit)

(iii) In case of a block reservation of berths for a marriage party or a group of persons booking a special carriage or a special train, the head of the party in whose name the ticket is issued should make the request. Application should be given at least 48 hours in advance; change of name sought should not exceed 10 % of the total number.

Note: (CC – 82/2002) When the passenger makes a request that the reservation made in his name be transferred to another member of his family, permission for change of name, sex, age can be granted only by a Gazetted Officer under the production of requisite proof viz. ration card, Driving Licence, Voters Identity card, Passport an affidavit showing relationship with the family member duly attested by the Notary etc. While on the divisions, such permission can be given by Sr.DCM/DCM/ACM, at other locations where Area Managers have been posted, such permission can be granted by respective ARM’s/Asst. ARM’s as well as SM (GAZ). At those locations where no Gazetted Officers have been posted, such permission can be granted by CRS/SM provided that post facto –approval of the same should be obtained from the competent Authority at the first available opportunity.

Reservation Charges: The reservation charges leviable on tickets booked for journey are as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Reservation Fee</th>
<th>Enhanced reservation fee for journey originating from a station other than the one from where ticket has been issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC First</td>
<td>Rs.35/-</td>
<td>Rs.50/-</td>
</tr>
<tr>
<td>AC 2Tier</td>
<td>Rs.25/-</td>
<td>Rs.40/-</td>
</tr>
<tr>
<td>AC 3 Tier</td>
<td>Rs.25/-</td>
<td>Rs.40/-</td>
</tr>
<tr>
<td>First</td>
<td>Rs.25/-</td>
<td>Rs.40/-</td>
</tr>
<tr>
<td>AC Chair Car</td>
<td>Rs.25/-</td>
<td>Rs.40/-</td>
</tr>
<tr>
<td>Sleeper</td>
<td>Rs.20/-</td>
<td>Rs.30/-</td>
</tr>
<tr>
<td>Second</td>
<td>Rs.15/-</td>
<td>Rs.20/-</td>
</tr>
</tbody>
</table>
Additional reservation fee for such tickets to be added additionally in the basic fares shown on passenger fare table as shown below:

<table>
<thead>
<tr>
<th>Type of train</th>
<th>Class</th>
<th>Additional reservation fee to be charged in total charges payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rajdhani Express Train</td>
<td>AC First</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td></td>
<td>AC 2 Tier</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td></td>
<td>AC 3 Tier</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td></td>
<td>AC Chair Car</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td>Shatabdi Express Train</td>
<td>Executive Class</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td></td>
<td>AC Chair Car</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td>Janshatabdi Express train</td>
<td>Second Class</td>
<td>Rs.15/-</td>
</tr>
<tr>
<td></td>
<td>AC Chair Car</td>
<td>Rs.20/-</td>
</tr>
</tbody>
</table>

Normal reservation fee is leviable on tickets issued in the following cases:

(i) For journey originating from ticket booking station the satellite locations of PRS which are linked to a particular booking station of a PRS, will be treated as booking station to which they are defined as satellite station.

(ii) The booking offices in remote non rail head locations will also be treated as booking offices serving their rail head city. In these cases when tickets are issued for journeys originating from the rail head station serving them the existing reservation fee will continue to be levied.

(iii) Out agencies having manual reservation quotas will continue to issue reserved tickets at existing reservation charges.

**CC-9 of 2009: Reservation on Railway Passes- Revised Guidelines:**

The following procedure should be adopted for providing reservations/cancellations on Railway Passes:

Pass holders or their representatives should present their passes along with the requisitions duly filled in to the Reservation Clerk who will issue ticket and make endorsement on the face of the pass indicating the train number, date of journey, status of tickets, etc.

Holders of Privilege, duty, Post Retirement, Complimentary, Metal and other passes may be allowed to seek fresh reservation only if the earlier reservation is cancelled.

In case of confirmed reservation on Privilege, Post retirement, Complimentary and other passes, the pass holder can make maximum three time reservations provided the earlier one has been cancelled before chart preparation. If the confirmed reservation is not cancelled before preparation of charts, the pass will be treated as used. In exceptional cases, discretionary powers for allowing reservation on such passes only once can be delegated to JA Grade level office. At Divisional, where any JA Grade level Commercial Office is not available, the next senior most Commercial Officers may be delegated these powers.

There will be no restriction in number of cancellations in case of Duty pass, Metal Pass and in case of tickets having a status of fully/partially Waiting List (at the time of cancellation) against Privilege, Post Retirement and Complimentary passes. However, fresh reservation will be given only after the earlier one has been cancelled within the normal prescribed time limits.

Telephonic requests for reservation and cancellation will not be entertained.

The portion of break journey will be treated as separate journey i.e instructions contained at Para (iii) and (iv) will be application for each leg of journey separately.

It will be the responsibility of Office/Staff making reservation on Metal/Duty Passes to ensure that between the same station and on the same date, reservation should not be made in two separate trains.
Reservation of tickets on Credit Cards:

Reservation can be made on Credit Cards at all important computerized reservation centre. A service charge if Rs.30/- per transaction will be levied on each ticket for reservation or modification of journey.

Tickets purchased on Credit Cards can be cancelled and Credit slip obtained only at such Railway stations where credit card counters exist.

If journey is to be cancelled at other than the Credit Card Counters, reservation should be cancelled and a TDR is issued. Refund will be granted by ticket issuing Railway. If the TDR is issued at other than the ticket issuing railway, the tickets should be transferred to ticket issuing railway for refund to Bank, under advise to the party.(CC 59 of 2006)

Transfer of Reservation:

A ticket against which reservation of a seat or berth has been made is not transferable as per Section 53 of the Railways Act, 1989.

Only the persons in whose favour it had been issued should use it.

Any person sells or purchases, travels or attempts to travel on such a ticket against which reservation has been made or any half return ticket or a season ticket is liable to be prosecuted under section 142 of Railways Act, 1989.

Section 142 of Railways Act, 1989

Imprisonment for a term, which may extent to three months or with a fine, which may extent to rupees five hundred or both. The ticket shall be forfeited. If travel with such ticket he shall be deemed to be traveling without a proper ticket and shall be liable to be dealt With under Section 138, of Railways Act, 1989. The punishment shall not be less than rupees two hundred and fifty. The object of this section is to enable prosecution being launched against persons who corner seats/berths and transfer them for consideration as also to enable such purchases to be. It is not the intention to launch prosecution when reservation is transferred between close friend and relatives where there is no question of monetary consideration for such transaction. The malafides of transaction should be fully investigated and prosecution may be launched after mature consideration.

Section 143 of Railway Act, 1989.

If any unauthorized person carries on the business of procuring and supplying tickets for travel, he should be punishable with imprisonment for the term which may extent to 3 Years or with fine which may extent to Rs.10,000/- or with both. The tickets will be forfeited.

Such punishment shall not be less than one month imprisonment or fine of Rs.5, 000/-. Who ever support such offence shall also be prosecuted under this section.

Section 155 of the Railway Act, 1989.

Unauthorized occupation of berth or entry in to a reservation compartment is punishable with fine which may extent to rupees five hundred. Such person shall also be removed

Resisting entry of other passengers into unreserved compartment is punishable with a fine which ay extent to rupees two hundred.
Railway travelers service agents RTSA’s:

Railway Travelers Service Agents have been granted a license by South Central Railway to offer services with respect to reservation of accommodation in trains for passengers. They will render service for a fee on a per passenger basis as indicated below

a. All classes other than Second Class Seat and Sleeper Class  Rs. 25/-

b. Second Class Seat and sleeper Class  Rs. 15/-

No separate reservation quotas have been assigned to the agents. They have to take their turn at the Reservation office for purchasing the tickets.

Rail travel service agents have not been given any facility by the Railway Administration to procure confirmed reservation in preference over general availability of accommodation.

Identity cards are issued to the authorized rail traveler’s service agents for purchasing tickets.

Passenger Operated Enquiry Terminal (POET):

For obtaining following information the passenger need not go and stand at the enquiry counter, instead he may get the information through this facility. This is a user friendly facility meant to enable a direct and easy access to the system to a user for getting information:

a) Accommodation availability by a train of his choice.

b). Current status of a PNR.

The object of Poet is to give the required information without having to wait in the queue.

The list of simplified operating instructions is placed near the terminal for the guidance of the passengers and users. This facility is available at Secunderabad, Ameerpet, Kukatpally, Darul-shafa, Saroornagar, Hyderabad, Warangal, kacheguda, nanded, Aurangabad, Parbani, Guntakal, Tirupathi, Vijayawada, Guntur, Nellore, Rajahmundry, and Kakinada Town stations on South Central Railway.

National Train Enquiry System (NTES):

An integrated on line information system under which a passenger can access information on movement of trains anywhere in India is called the National Train Enquiry System. This facility is available at Secunderabad, Hyderabad, Kazipet, Kacheguda, Vijayawada, Rajahmundry, Guntur, Nellore, Guntakal, Tirupathi, and Nanded station on South Central Railway.

At important nodal points selected on each zone, the information regarding running of trains is fed into the network as regards to trains running in time and also about late running. This information is readily available on NTES through out the Indian Railways for the information of the public.

Interactive voice responsive system (IVRS)

This system facilitates enquiries such as availability of accommodation, current reservation status with reference to RAC and Waitlisted passengers and also enquiry about arrivals and departures of trains.

After introduction of this system the passenger is given a facility to directly enquire through BSNL information regarding current status of reservation.
Block Reservation or Group Reservation:

- Group booking will be permitted to bonafide passengers traveling in group’s viz. Marriage, students, pilgrims, sports and cultural troops etc.
- Group booking shall be permitted only from 8.15 a.m. onwards.
- While permitting Group booking in slip coaches care may be taken to avoid blocking of berths en-mass and permission may be restricted.
- Persons applying for group booking should apply directly to the competent authority and not through travel agents. However group booking will be permitted, if applied through authorised Rail Tour agents and IRCTC.
- No person will be granted group booking unless the purpose of the journey is specified. The names, age, sex and address of all the members of the group are furnished at the time of seeking permission.
- Special care should be taken to restrict group booking during festival season and Summer rush so that general public will not be inconvenienced and also at any time group booking permission may not be granted for more than 50% of the berths available.
- Chance of name request can be granted only once and the condition applicable for change of name in case of marriage party, students, NCC etc, issued from time to time should be scrupulously followed.
- Application for change of name should be made by the head of the party in writing. No application can be accepted beyond the time limits specified as per rules.
- Group booking will be subject to distance restrictions applicable to the train.
- Request for berths 18 and above and in Sleeper class and 12 and above in First Class and all AC classes only will be consider as group Booking.

The CRI/CRS in charge of the Reservation offices are permitted to accept Group Booking as under.

<table>
<thead>
<tr>
<th>Class</th>
<th>No. of Berths required</th>
<th>Authority competent to permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sleeper Class and sitting</td>
<td>From 18 upto 24</td>
<td>CRI / CRS / SS</td>
</tr>
<tr>
<td></td>
<td>From 25 to 48</td>
<td>ACM / AO / AM / SS (GAZ)</td>
</tr>
<tr>
<td></td>
<td>From 49 to 72</td>
<td>DCM of the division</td>
</tr>
<tr>
<td></td>
<td>From 73 and above</td>
<td>Sr. DCM of the division</td>
</tr>
<tr>
<td>Upper Classes</td>
<td>From 12 to 24</td>
<td>ACM / AO / AM / SS (GAZ)</td>
</tr>
<tr>
<td>First Class and all AC classes</td>
<td>From 25 to 30</td>
<td>DCM of the division</td>
</tr>
<tr>
<td></td>
<td>From 31 and above</td>
<td>Sr. DCM of the division</td>
</tr>
</tbody>
</table>

Return reservation: Since with the expansion of the networking of the computerized reservation system it is possible to issue outward as well as return journey reservation at the same reservation Office. The group booking for return journey should also be permitted at the same place wherever the reservation is being sought for irrespective of PRS on which the train has been defined. All other terms and condition will remain the same as applicable for the onward journey.

A proper record of the group booking should be maintained by the granting office and also by the ticket issuing authority with regard to names and address, number of passengers, from and to stations, train number and date of journey etc.

Specimen format for group booking:

Name of the party /organization_______________________Purpose____________________
Train no._______ Date________Class_______From station ___________to ___________

<table>
<thead>
<tr>
<th>Name of the passenger</th>
<th>Sex</th>
<th>Age</th>
<th>Address/telephone number</th>
</tr>
</thead>
</table>
SCHEME FOR UPGRADEATION OF PASSENGERS

- Scheme for upgradation of full fare paying passengers – (CC 45 & 207 of 1.3.06)
- The important features of the scheme are as follows:
  - The facility of upgradation of passengers will be provided without an additional financial burden on the passengers.
  - This facility will be automatically provided unless any passenger specifically refuses to avail this facility by giving “NO” option at the time of filling of the requisition form.
  - This scheme will not be upgraded in trains with only sitting accommodation viz. 2S, CC and EC classes.
  - Upgradation will not be done for block booking transactions.
  - Upgradation will be automatically done by the PRS at the time of charting. Upgradation scheme may be implemented at all intermediate chart preparing points against the remote location quota berths, after preparation of remote location charts in addition to that being done at originating point. The Train Conductor / Ticket Examiners will have no authority to upgrade any passenger under this scheme on the train. However, the present system of Upgradation on collection of full fare difference by booking, reservation or checking staff will continue as usual.
  - If a passenger, who has been upgraded, cancels the ticket, cancellation charges of the original class only will be payable.
  - Normally up-gradation of passengers will be done in one class above only e.g. from sleeper to AC/FC, 3AC to 2AC and 2AC to 1AC.
  - Upgradation may be permitted by jumping one class, if necessary, for example, from sleeper class passenger can be upgraded, if required to 2AC and 3AC to AC First Class. If all the confirmed passengers of a particular class have not opted for Upgradeation to higher class, then RAC and thereafter Waitlisted passengers would be upgraded irrespective of the option exercised by them in the requisition slip.
  - Upgradation of passengers from lower class to the higher class will be done after allotment of berths of all quotas viz. HO, FT, DF, RAC and WL. If there are berths still vacant then all the vacant berths will be allotted to lower class passengers except the number of berths as mentioned below.

Berths kept vacant to current booking in each train.

1 AC  (a) Only 1 berths in case of composite 1A + 2A Coach.
       (b) Only 1 berths in case of full 1A Coach.
2AC  (a) Only 1 berths in case of composite 1A +2A Coach.
      (b) Only 2 berths in case of full 2A Coach.
3 AC  only 2 berths.

Passengers will be selected randomly by the PRS System as follows:

- One PNR from the list of general passengers confirmed after RAC/WL management in charting.
- Next PNR from the confirmed PNRS booked under Tatkal Scheme.
- The above process of alternately selecting from the general confirmed list and Tatkal Confirmed list would continue till all eligible vacant seats are filled by upgradation of passengers or till all the Wait-list passengers have been confirmed.
- The remote location passengers confirmed against source berths will not be upgraded.
All passengers in one PNR (Maximum 6) will be upgraded together or none of them will be upgraded in case of non-availability of enough berths for Upgradation.

This scheme is applicable only to passengers having booked tickets on full fare. Concessional ticket/free pass holders including senior citizens traveling on concession will not be upgraded.

Original PNR of upgraded passenger will remain unchanged and all information from PRS, IVRS etc. will be provided when enquiry is made with the original PNR.

Upgradation will be done only to the extent of clearance of the combined waiting list of all classes e.g. if there are 80 vacant berths in 1AC, 2AC & 3AC and the total waiting list of all classes is only 30, total number of Upgradation will be linked to the clearance of waiting list only. This is being done in order to ensure that, as a result of Upgradation only waitlisted passengers are provided confirmed seats. The remaining vacant berths will be transferred for booking on the current counters as per the existing practice. Thus, if there is no waiting list on a train, no Upgradation will take place.

The berths of the confirmed passenger, who have been upgraded to the higher class, will be allotted to the RAC/WL passengers of that class. If there are still some berths vacant, the vacant berths will be allotted to confirmed passengers of the next lower class.

Passengers will be upgraded without asking for their choice e.g. SL to AC/FC coach, cabin berth to side berth, lower berth to upper berth, cabin level compact accommodation to coach level compact accommodation. However, if an passenger exercises “NO” option for Upgradation in the requisition form at the time of booking, his/her PNR will not be considered by PRS for Upgradation.

Party consisting of both full fare paying and concessional passengers will be not upgraded, to avoid splitting.

The chart of the original class of passengers will have indication at the bottom of the chart giving original berth numbers, which have been upgraded.

The final charts of the upgrade class will include the names of upgraded passengers against their allotted upgraded coach and berth number and will have an indication denoting their upgraded status.

There will also be a separate sheet – on the lines of the waiting list chart giving old status and new status for upgrade passengers.

Upgradation of passengers will not be done for the Train in which there is coach replaced or damaged at the time of charting

Reservation after charting: Normally current reservation after chart preparation is being handled manually. It is now planned to introduce current reservation through the system after chart preparation. Reservation after charting has been started on selected trains. The Computerized Passengers Reservation System Ticket is available even after the preparation of chart at the selected counters of the Originating station of the trains where Reservation after charting has been implemented for details contact Chief Reservation Supervisor of the concerned originating station.

The current reservation will take care of not only vacant berths but also any subsequent cancellation done after the chart preparation.

The current reservation system will stop functioning 15 minutes before the scheduled departure of the train. In case of any delay in the departure of trains, accordingly the system will continue to issue ticket till 15 minutes before the revised scheduled departure of the train.

The tickets issued through Current Counter will have the caption” Journey cum Reservation Ticket after charting’.
Verification of Journey Details: (CC 179 of 2010)

Zonal Railway on realization of a uniform fee of Rs. 750/- per PNR for LTC verification and non-charging of this fee from certain agencies, shall furnish the journey performance details.

Tickets left behind: (CC 225 of 2010) Amendment to para 320 of IRCAM Vol. I

When passengers leave their reserved tickets behind, the Station Manager concerned on finding/getting such tickets will send a control message through control phone or any other mode of communication, free of charge to the nearest convenient station giving the details of the tickets viz, PNR Number, Coach Number, Berth/Seat, Class, Station from Station to and the name of the passenger if known. The Station Master of the message sending station will ensure that the message has reached at the desired destination. The Station Master of the message sending station to whom the message has been communicated will on receipt and the authority of this message, issue a free excess fare tickets to destination and hand it over to the passenger. The Station master of the station, where the left behind tickets are found made available, will cancel the original tickets and submit the same along with his report to the Traffic Accounts Office,. A copy of the report should also be send to Sr Divisional Commercial Manager/ Divisional Commercial manager.
E – TICKETING (CC 19 of 2008)

**e – Ticketing:** E-Tickets (e-reservation) are another innovative service provided by IRCTC, which dispenses with the need for the physical ticket to be carried for a rail journey. The user can take a print out of the reservation details and perform the journey with personnel photo identification without requiring carrying the regular railway ticket.

**Making an e-reservation:** To avail this service, the user can log on to [www.irctc.co.in](http://www.irctc.co.in) and book his ticket on the Internet just like any normal booking, and selecting ‘e-Ticket’ in the Plan My Travel page. The user has to give the photo identity card details of any one of the passengers, while booking the ticket. On confirmation of his booking, the user can take a print of the Electronic Reservation Slip (ERS) and can perform the journey with the ERS and the photo identity card.

- Apart from booking confirmed tickets through e-reservation, passengers can also book RAC and waitlist tickets.
- The following photo identity cards are considered valid.
  1. Voter Identity Card
  2. Passport
  3. PAN card
  4. Driving License
  5. Photo Identity Card issued by Central/State Government
  6. Students Identity Card with Photograph issued by recognized School/College for their students
  7. Nationalised Bank Pass Book with photograph
  8. Credit cards issued by Banks with laminated photographs.
- At present, payments for e-tickets can be made only by direct debit (Internet Banking, with 15 Banks) or with the Cash Card Option. Payments through credit cards are not available for e-ticket Reservation at present. However ordinary Internet tickets can be purchased using Credit Card.

The status of these tickets may get updated on account of cancellation of already booked tickets etc. and the status after preparation of charts may be either fully confirmed RAC/waitlist or combination thereof. These cases will be dealt with as under:

**Fully confirmed / RAC or combination thereof**

Names of the passengers whose status at the time of preparation of charts is fully confirmed / fully RAC or combination thereof will appear in the chart and they can undertake their journey.

**Fully waitlisted passengers**

Fully waitlisted tickets (the ticket in which on one PNR, all the passengers are on waitlist) PNRs will be dropped from the reservation chart in the system.

The file containing details of dropped waitlisted e ticket passengers would be given by CRIS to IRCTC every 3 hours and IRCTC will in turn cancel such ticket after verifying that only fully waitlisted e-tickets are cancelled. All efforts should be made by IRCTC to cancel fully waitlisted e-tickets and grant refund within the minimum possible time which in no case should exceed 72 hours from the departure of the train as per existing rules of the railways. (CC 106 of 2008)

IRCTC will indicate necessary instruction on their website as under for the information of passengers on this account, which will be displayed at the time passenger gives acceptance for booking waitlist e-tickets:
On a PNR which has all the passengers on waiting list at the time of charting, the names of such waitlisted passengers will not appear in the charts and such passengers, if found traveling, will be treated as unauthorized and charges accordingly. However on a PNR which has some passengers confirmed or RAC status and some on waiting list, all the names including those on waiting list will appear in the chart.

**Part confirm / RAC / Waiting list.**

If on one PNR there are more than one passenger and one passenger is having confirmed /RAC status and rest are on waiting list or vice-versa, the names of all the passengers booked on such PNR will appear in the chart.

A certificate can be obtained from the Ticket Checking Staff in the train regarding non-traveling of wait-listed passengers on such tickets. Refunds can be obtained thereafter.

If all such passengers do not want to travel before chart preparation, on line cancellation can be done as at present. However, after chart preparation, on line request can be sent to IRCTC for seeking refund. IRCTC will arrange the refund as per extant refund rules after verification of the same from Zonal Railways concerned.

The facility of **change of name** and **boarding point** will also be permissible on e-tickets as per extant procedure applicable for normal PRS ticket through Railway Reservation Offices and these facilities will not be available on line.

**Journey with an e-Ticket (Reservation):** The passenger has to necessarily carry the same Photo Identity card as given during the booking along with the Electronic Reservation Slip (ERS). If the passenger is not able to carry the ERS but is carrying the proper Identity card as given during booking, an excess fare ticket will be issued by the TTE / Conductor against payment of Rs.50/- per ticket, provided if his name is available in the chart. If the name is not available in the Chart, he is not authorized to board the train and the case will be treated as ticketless travel.

This Electronic Reservation Slip would also be treated as a valid authority for entering the Railway premises as for a normal ticket when accompanied by the relevant photo Identity Card.

**Electronic Reservation Slip (ERS)**

After successful payment and booking of accommodations, the User is shown the ticket details along with a “Print Reservation Slip” Button”. On clicking the button ERS is shown with an option to print. The customers can subsequently also print Electronic Reservation Slip from the 'BOOKED TICKETS’ history page and the 'CANCEL TICKETS’ page. He should give the ID card details of each specific ticket to view the corresponding ERS and print it.

Names of the passengers whose status at the time of preparation of charts is fully confirmed/fully RAC or combination thereof will appear thereof will appear in the chart and they can undertake their journey.

**Cancellation of e-Tickets**

E-Tickets can be cancelled on Internet at this website till Chart preparation of the train. Cancellations are not allowed at face to face Railway Counters. If the user wishes to cancel his e-Ticket, he can do so till the time of chart preparation for the train (which is normally 4 hours before the scheduled departure of the train from the train originating station). He can log on to www.irctc.co.in and go to Booked Tickets link and select the ticket to be cancelled and can initiate the cancellation by selecting the passengers to be cancelled. However if the Identity Card holder in the original ticket is selected for cancellation, all the passengers in the ticket would be cancelled and a
fresh reservation will have to be made, duly including the ID particulars of another passengers. Cancellation would be confirmed online and the refund would be credited back to the account used for booking. If there is any partial cancellation of ticket, please ensure that a fresh e-reservation slip (Electronic Reservation Slip) is printed separately as done for the original ticket.

For any claims on e-tickets to be cancelled after the preparation of Reservation charts, the user has to send an email at the earliest possible time to etickets@irctc.co.in giving full details of the ticket and stating the claim, which would then be processed by IRCTC with the Railway administration offline and refunds as sanctioned by the Railway administration would be credited back to the user’s account.

e-Tickets can be cancelled on Internet at IRCTC website till Chart preparation of the train. Cancellations are not allowed at face to face Railway Counters. If the user wishes to cancel his e-Ticket, he can do so till the time of chart preparation for the train, which is normally 4 hours before the scheduled departure of the train from the train originating station. For train starting up to 12 noon the chart preparation is usually done on the previous night. He can log on to www.irctc.co.in and go to “Booked Tickets” link and select the ticket to be cancelled and can initiate the cancellation by selecting the passengers to be cancelled. Cancellation would be confirmed online and the refund would be credited back to the account used for booking as for normal Internet tickets. If there is any partial cancellation of ticket, please ensure that a fresh e-reservation slip (Electronic Reservation Slip) is printed separately as done for the original ticket. To take you step by step and familiarize you with the procedure for canceling of e-tickets.

**Cancellation of e-Tickets before chart preparation of the train:**

If a confirmed ticket is cancelled more than 24 hrs before the scheduled departure of the train, flat cancellation charges shall be deducted @ Rs.70/- for AC First Class/Executive Class, Rs.60/- for AC 2 Tier/AC 3 Tier/First Class/AC Chair car, Rs.40/- for Sleeper Class and Rs.20/- for Second Class. Cancellation charges are per passenger.

If a confirmed ticket is cancelled within 24 hrs and up to 4 hours before the scheduled departure of the train, cancellation charges shall be 25% of the fare subject to the minimum flat rate mentioned in the above clause.

Less than 4 hours before the schedule departure of the train up to chart preparation of the train, 50% of the fare paid subject to the minimum cancellation charges.

Note the Chart preparation time is the time for the chart preparation from the Train Originating Station or from the Previous chart Preparation station.

**Cancellation of e-Tickets after the preparation of Reservation charts:**

For Normal User:- E-ticket cannot be cancelled after chart preparation. Users are requested to use the online TDR filing for such cases and track Status of the refund case through tracking service provided by IRCTC. Such claims can be filed from next date from the journey date to 30 days from the date of journey. IRCTC will forward the claim to Concerned Railways to process the refund and money of refund amount will be credited back to same account through which payment was made after receiving the same from the concerned Railways.

**For Tatkal Tickets Booked as e-Tickets:**

A flat refund of 25% of total fare charged on ticket, excluding Tatkal Charges is granted on cancellation of confirmed Tatkal tickets, which are cancelled up to 24 hrs. before the schedule departure of train. No refund on confirmed Tatkal tickets when cancelled within 24 hrs. of the schedule departure of train. For contingent cancellation and waitlisted Tatkal ticket cancellations, charges will be deducted as per existing Railway rules.

**Cancellation of e-tickets in case of trains cancelled:**

If the train is marked as “CANCELLED” in PRS due to breaches, floods, accidents etc. full refund is permissible in case the ticket is cancelled within three days of the scheduled departure of the train. In case of e-tickets, such cancellations can be done by the customer through Internet.
Revised Tatkal Scheme for Reservation:

- The broad features of the revised Tatkal Scheme are as under:

- To meet the urgent travel requirement of the passengers who plan their journey at short notice, Tatkal reservation facility is provided in the train.

- The reservation under this scheme can be sought by full fare paying passengers only and no passenger holding concessional ticket may be allowed to avail reservation under this scheme.

- The reservation under this scheme will commence at 8.00 a.m. two days in advance of the date of journey, excluding the date of journey i.e. for journey on 14th the reservation will commence from 8.00 a.m. on 12th.

- There will not be Tatkal train defined separately in PRS. The Tatkal coaches presently running will be included in the train service composition. The Tatkal accommodation will, therefore, be earmarked as a quota in the train service coach like any other quota. The Tatkal Scheme will be available in Sleeper, AC Chair Car, AC-3 tier and AC-2 tier classes in all Mail/Express trains including Rajdhani Shatabdi / Jan Shatabdi Express trains. Tatkal scheme for reservation is also available in the special trains run during rush periods i.e. summer, pooja, winter etc.

Passenger should carry any of the following identity card while performing journey.

- The following photo identity cards are considered valid.

  1. Voter Identity Card
  2. Passport
  3. PAN card
  4. Driving License
  5. Photo Identity Card issued by Central/State Government
  6. Students Identity Card with Photograph issued by recognized School/College for their students
  7. Nationalised Bank Pass Book with photograph
  8. Credit cards issued by Banks with laminated photographs.

CC 267 of 2007 dated 24.9.2007. W.e.f. 31.10.2007 Tatkal scheme has been extended in 2S class also. The extent of accommodation to be earmarked and the Tatkal charges to be realised will be as under Extent of Accommodation 10% of the accommodation.

After completion of the Tatkal quota under the scheme, passengers will be issued waiting list tickets to the extent of number of berths defined as Tatkal Quota by available classes. Cancellations done in the general booking should confirm General and Tatkal waiting lists alternatively. However, alternative confirmations should commence only after the waiting list under Tatkal accommodation starts. Prior to that, the berths should be allotted to passengers in the waiting list under the general quota. Whenever an extra coach is attached in a particular train, vacant berths available in that extra coach after confirming all waitlisted passengers of that class should be allotted to Tatkal waitlisted passengers of that class.

The Tatkal quota waitlisted passengers will be allotted if any unutilized vacant berths in Quotas like Foreign Tourist Quota, Defence Quota, Headquarter quota etc on priority during the preparation of final chart.

No modification is permitted on Tatkal Reservation Tickets.
The general guidelines for earmarking of accommodation under this scheme will be as under:

- To bring uniformity in the accommodation to be earmarked in various classes, the following accommodation shall be earmarked in different classes:
  - AC-2 tier 4 berths per coach
  - AC-3 tier 6 berths per coach
  - AC Chair Car 6 seats per coach

- Sleeper class 10% of the accommodation or one coach whichever is less
- The utilisation of berths earmarked as Tatkal accommodation will be periodically reviewed and reduced, if necessary, based on the actual utilisation.
- In those trains where average utilization of Tatkal accommodation is 80% and above, accommodation to be earmarked under Tatkal Scheme should enhanced as under:
  - Utilization period should be taken for three months from April to June. (CC 174 of 2007)
    - AC-2 tier 10 berths per coach
    - AC-3 tier 16 berths per coach
    - AC Chair Car 16 seats per coach
  - Sleeper Class 30% of the available accommodation
  - Tatkal charges applicable during the peak period should be charged through out the year.
  - In those trains where utilization of Tatkal is less than 50% the number of berths under Tatkal may be reduced to half.
  - In those trains where average utilization of Tatkal accommodation during six months period i.e. April to September is 80% and above, Tatkal charge applicable during peak period should be charged through out the year i.e. for both peak and non-peak periods.
  - In those trains where although average utilisation of Tatkal accommodation is less than 80% yet there is demand during certain specific periods, Tatkal accommodation to be earmarked during such specific periods will be as under:
    - AC-2 tier 10 berths per coach
    - AC-3 tier 16 berths per coach
    - AC Chair Car 16 seats per coach.
  - Executive Class of Shatabdi Express trains 10% of the coach or 5 Seats.
  - Sleeper Class 30% of the available accommodation.
  - The accommodation so earmarked shall be defined in PRS and booking will be done on first come first served basis.
  - The facility of change of name is not permitted on the bookings made under Tatkal Scheme.
  - CC – 187 of 2008. The powers for earmarking of Tatkal accommodation in different classes is delegated to Zonal Railways who should take a decision in this regard keeping in view the utilization pattern in that class during the previous financial year as well as availability of accommodation. The accommodation earmarked should however, in no case exceed the maximum Tatkal accommodation permissible to be earmarked as per extant instructions.
  - CC-218 of 2008:
    The Tatkal Charges have been fixed as a percentage of fare at the rate of 10% of basic fare for second class and 30% of basic fare for all other classes subject to minimum and maximum given in the table below:

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Tatkal Charge</th>
<th>Maximum tatkal charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Second sitting</td>
<td>Rs.10/-</td>
<td>Rs.15/-</td>
</tr>
<tr>
<td>ii) SL / ACCC</td>
<td>Rs.75/-</td>
<td>Rs.150/-</td>
</tr>
<tr>
<td>iv) 3AC / 2AC / EC</td>
<td>Rs.200/-</td>
<td>Rs.300/-</td>
</tr>
</tbody>
</table>

The above charges are levied uniformly both in peak and non-peak periods.
Refund on the reservations made under Tatkal scheme. Even in case the coach, in which accommodation under Tatkal Scheme has been earmarked, is not attached and the accommodation has been provided to the Tatkal passengers in the normal train service in the same class, no refund will be permissible.

A flat refund of 25% of total fare charged on the ticket, excluding Tatkal may be granted on cancellation of confirmed Tatkal tickets, which are presented for cancellation up to 24 hours before the schedule departure of the train. Thereafter, no refund may be granted on cancellation of confirmed Tatkal ticket.

In respect of refunds on Waitlisted Tatkal tickets and partially confirmed tickets, normal rules applicable for grant of refund on waitlist/partially confirmed tickets will also be applicable to the waitlisted and partially confirmed Tatkal tickets.

However, full refund of fare and Tatkal Charges will be granted on the tickets booked under this scheme in the following circumstances:

- If the train is delayed by more than 3 hours from the train originating station;
- In case of non-attachment of coach in which Tatkal Accommodation has been earmarked and the passenger has not been provided accommodation in the same class.
- If the party has been accommodated in lower class and does not want to travel. In case the party travels in lower class, the passenger will be given refund of difference of fare and also the difference of Tatkal charges, if any.
- For the purpose of granting refunds & issuing TDRs in circumstances mentioned above, the time limit will be the same as applicable for refund of normal tickets.

The reservation under this scheme shall be available only up to the time of preparation of charts. At the time of preparation of charts, the vacant Tatkal accommodation shall be released to the RAC/waitlisted passengers and no tatkal charges shall be realized from such passengers.

After preparation of charts, there will be no Tatkal accommodation and all vacant accommodation in the train, if any, shall be treated as general accommodation and booked accordingly. The accommodation becoming available in the train due to non-turning up of passengers booked under Tatkal Scheme will be treated like normal train service accommodation and no Tatkal charges shall be realized for such accommodation also.

The Tatkal charges would be reflected in PRS data under separate field.

Tatkal tickets will be issued for actual distance of travel, instead of end-to-end, subject the distance restrictions applicable to the train. The same Tatkal/berth/seat may be booked in multiple legs till preparation of charts, unutilized portion may be released to the General/RAC/Waitlist passengers. The booking under Tatkal Scheme will be done from any station to any station.

With a view to improve Tatkal utilization in those trains in which the utilization of Tatkal accommodation is less than 50% in sleeper class on an average for the whole financial year and to save the botheration of general wait list passengers to go to reservation counter again to book berths under Tatkal Scheme, it has been decided to give Wait listed passengers of such trains an opportunity to opt for booking under Tatkal Quota at the time of buying their waitlist ticket itself even before start of the advance reservation period of Tatkal booking for that train. The procedure will be as under.

The booking clerk can ask the passenger whether he would like to avail the option of Tatkal Scheme.
If the passenger gives the option as ‘Yes’ the fares, including Tatkal charges will be charged without giving any concession except Children ticket. An indication will be given against the names of such passengers that Tatkal charges gave been collected on such tickets. The booking of such passengers will be allowed upto 50% of the Tatkal accommodation earmarked in the particular class of the train. The willingness of the passenger should be obtained on the requisition slip also.

On the opening date of Tatkal reservation for that particular date, first such passengers will be given confirmed accommodation of the Tatkal quota and thereafter rest of the Tatkal accommodation will be made available for booking by general public. Thus 50% of the tatkal quota will be utilized for such passengers. Remaining 50% will be utilized for providing Tatkal accommodation as per ARP. Unutilized Tatkal accommodation earmarked for such passengers will be reverted to Tatkal quota on the day of opening of Tatkal reservations per its ARP.

**Garib Rath Train**: are being introduced on Indian Railways shortly. These trains will run with AC II GR and AC CC GR coaches. Tatkal charges by these trains will be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Tatkal Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>During non-peak period (15th July to 15th Sept.)</td>
</tr>
<tr>
<td>AC-III GR</td>
<td>Rs.200/-</td>
</tr>
<tr>
<td>AC-CC GR</td>
<td>Rs.75/-</td>
</tr>
</tbody>
</table>

**Tatkal Waitlist (CC 290 of 2007) dated 11.10.2008.**

With a view to improve Tatkal utilization in those trains in which the utilization of Tatkal accommodation is less than 50% in sleeper class on an average for the whole financial year and to save the botheration of general waitlisted passengers to go to reservation counter again to book berths under Tatkal scheme, it has been decided to give wait list passengers of such trains an opportunity to opt for booking under Tatkal Quota at the time of buying their waitlist ticket itself even before start of the advance reservation period of Tatkal booking for that train the procedure will be as under

(i) At the time of commencement of waitlist the booking clerk can ask the passenger where he would like to avail the option of Tatkal scheme.

(ii) If the passenger is willing, the willingness of the passenger shall be obtained in the reservation requisition. Tatkal charges will be charged with out giving any concession except for children ticket. An indication will be given against the names of such passengers that Tatkal charges have been collected on such tickets. The booking of such passengers will be allowed upto 50% of Tatkal accommodation earmarked in a particular class of train.

(iii) On the opening day of Tatkal reservation for that particular date, first such passengers will be given confirmed accommodation out of Tatkal quota and thereafter rest of the Tatkal accommodation will be made available for booking by general public. Thus, 50% of the Tatkal quota will be utilized for such passengers. Remaining 50% will be utilized for providing Tatkal accommodation as per ARP. Unutilized Tatkal accommodation earmarked for such passengers will be reverted to Tatkal quota on the day of opening of Tatkal reservation as per its ARP.

(iv) In case such passenger gets confirmed reservation against normal cancellation, he can seek refund of Tatkal charges paid by him by obtaining Ticket Deposit Receipt after depositing his ticket to refund office, within 30 days of the departure of train and prefer claim for refund within the time period specified for seeking refund of normal tickets. The refund office would verify the position from the system and grant refund.

(v) In case these passengers want to cancel the ticket before ARP of the Tatkal scheme, refund rules for normal reserved tickets will be applicable. After the opening of Tatkal reservation, since passengers will be given confirmed accommodation against Tatkal Quota. Tatkal refund rules will be applicable for such passengers.
RAILWAY PASSENGERS (CANCELLATION OF TICKETS AND REFUND OF FARE) RULES 1998.

213.1 Short title and commencement;

(1) These rules may be called Railway Passengers (Cancellation of tickets and refund of fare) Rules, 1998.

(2) They come into force on the first day of October, 1998.

213.2 Definitions;

a) Clerkage - means a charge levied by a railway administration for clerical work rendered by it in the refund of fares,

b) Destination station - means the station for which the ticket is issued.

c) RAC ticket’ means a ticket on which a seat has been reserved against requisition for a berth and berth may be subsequently provided against cancellation, if any.

d) ‘Fare’ includes basic fare, supplementary charge on super fast trains, reservation fee and safety surcharge.

e) ’Reserved ticket’ means a journey on which a berth or seat has been reserved.

f) ‘Reservation fee’ means the charge, in addition to the fare for reservation of a seat/berth.

g) ‘Station’ means a railway station and includes other reservation offices or booking offices in the same city.

h) ‘Station Master’ means a railway employee by what ever name called having overall charge of a railway station and includes any other railway employees authorized to grant refund of fare at a station.

i) ‘Ticket’ means a single journey ticket or any half of a return ticket but does not include a season ticket, an Indrail Pass ticket or a special ticket for a reserved carriage or a tourist car or saloon, or a special train;

213.3 Station Master to refund fares:-

(1). Subject to the other provisions of these rules, every refund of fare on unused unreserved ticket shall, when such ticket is surrendered for refund of fare to the station master of the ticket issuing station, be granted by such station master after verifying the genuineness of the ticket from the records of the station.

(2). Subject to other provisions of these rules, every refund of fare on reserved tickets, RAC tickets and wait listed tickets shall, when such tickets are presented for refund of fare to the station master of ticket issuing station, be granted within the time limits prescribed in these rules, by station master after verifying the genuineness of the tickets through computer or from the record of the station.

Provided that: -

(a). in case of tickets which were issued for travel from a station other than the ticket issuing station, refund of fare shall be admissible at
(i). the ticket issuing station, if the ticket is surrendered before the scheduled departure of the train from the station from where the ticket is valid for travel; and

(ii). the journey commencing station, if the ticket is surrender within the time limits prescribed in these rules: and

(b). Refund of fare may also be granted by the station master of the station other than the ticket issuing station and journey commencing station subject to the following;

(i). the ticket is surrendered for refund of fare during working hours of the reservation office and before the preparation of the reservation chart, of the concerned train, for the station from where the ticket is valid; and

(ii) The genuineness of the ticket and its particulars are verifiable at the refund granting station through computer or from record of the station.

213.4 Levy of Clerkage:

Subject to the other provisions of these rules, station mater shall levy a clerkage of rupees ten per passenger for cancellation of unreserved, waitlisted and RAC tickets.

213.5 Unused Tickets on which no reservation has been made:

If a ticket on which no reservation of a seat or berth has been made, is presented for cancellation within three hours after the actual departure of the train for which ticket is issued or for any ticket valid for the whole day within three hours after the actual departure of the last train of the day for destination station, refund of fare shall be made on every such ticket after deducting rupees 10 per ticket per passenger as clerkage.

213.6 Unused Tickets on which reservation has been made:

Subject to the provisions of these rules, if a ticket, on which reservation of a seat or berth has been made, is presented for cancellation refund of fare shall be made after deducting cancellation charge from the fare as follows;

a). If a ticket is presented for cancellation more than 24 hours before the scheduled departure of the train, cancellation charge shall be deducted at a flat rate of ‘Rs.70/- (Rupees Seventy)’ for Air-Conditioned First Class/Executive Class, ‘Rs.60/- (Rupees Sixty)’ for Air-Conditioned 2-tier Sleeper Class, Air-Conditioned 3–tier Sleeper Class/First Class/Air Conditioned Chair Car, ‘Rs.40/- (Rupees Forty)’ for Sleeper Class and Rs.20/- for Second Class.

b). If a ticket is presented for cancellation within 24 hours and up to four hours before the scheduled departure of the train, cancellation charge shall be 25 percent of the fare subject to the minimum flat rate mentioned in clause (a).

c). If the ticket is presented for cancellation within four hours before the scheduled departure of the train and upto;

   a) three hours, when the ticket is for destination station upto 200 kilometers
   b) six hours, when the ticket is for destination station upto 500 kilometers
   c) twelve hours, when the ticket is for a destination station of more than 500 kilometers after actual departure of the train, cancellation charge shall be 50 percent of the fare subject to minimum flat rate mentioned in clause (a).
No refund shall be granted at the station if the ticket is surrendered for cancellation after the expiry of the period mentioned under clause c) of sub-rule (1).

213.7 Unused wait listed or RAC ticket:

No cancellation charge shall be payable if a wait listed or RAC ticket is presented for cancellation.
(1) Upto three hours, when the ticket is for destination station upto 200 kilometers
(2) Upto six hours, when the ticket is for destination station of more than 200 kilometers, but Upto 500 kilometers, and
(3) upto twelve hours, when the tickets is for a destination station of more than 500 kilometers After the actual departure of the train except for a deduction of a clerkage of Rs.20/- per passenger.

Provided for the night trains leaving between 21.00 hours nod 6.00 hours actual departure, refund shall be admissible at the station within the time limit specified above or within four hours after the opening of the reservation office, whichever is later.

When confirmed reservation has been provided to RAC and wait list ticket holder at any time upto the final preparation of the reservation charts, such ticket shall be treated as a reserved ticket and cancellation charge shall be payable in accordance with rule 213.6

213.8 Cancellation Charge when reservation for starting journey is confirmed and onward journey is not confirmed or vice-versa:

When an unused ticket involving more than one journey is surrendered for cancellation the entire ticket shall be treated as one single journey ticket and refund of fare of the entire ticket shall be granted as per rules according to the reservation status of first lap of journey i.e. if reservation status of first lap of journey is confirmed, refund shall be granted in accordance with rule 213.6 and if the reservation status of first lap of journey is RAC or waiting list, refund shall be granted in accordance with rule 213.17. The cancellation charges or clerkage, as the case may be, shall be levied only once on the entire amount of ticket, irrespective of reservation status of different laps of journey, and not separately for each lap of journey.

213.9. Preponement or Postponement of journey on a reserved ticket;
(CC 15 of 2006 w.e.f 21.1.2006)

(1) Postponement of Journey:

(a) Confirmed tickets: Postponement of journey on confirmed tickets shall be allowed in the same or any higher, class by any subsequent train on the same or any subsequent day, for same or any longer destination, provided that:-

(i) Confirmed or RAC or waiting list accommodation is available in the train in which fresh reservation is required:

(ii) Fresh reservation fee for the class for which reservation is required is paid in case of tickets surrendered during working hours and at least 24 hours before the scheduled departure of the train in which originally booked:

(iii) 25% fare of already booked ticket is paid as cancellation charges, in case of tickets surrender during working hour and within 24 hours and 4 hours before schedule departure of the train in which originally booked:

(iv) 50% fare of already booked ticket is paid as cancellation charges, in case of tickets surrendered during working hours and within 4 hours before scheduled departure and upto the maximum time
limits mentioned in rule 213.6(i)© (i.e 3/6/12 hours, depending on the distance) after actual departure of the train in which originally booked.

(b) RAC & Wait list Tickets: Postponement of journey on RAC & Wait list tickets shall be allowed in the same or higher class, by any subsequent train on the same or any subsequent day, for same or any longer destination provided, that –

(i) Confirmed or RAC or waitlist accommodation is available in the train in which fresh reservation is required:

(ii) Ticket is surrendered during the working hours and upto the maximum time limits mentioned in Rule 213.6(i)© (i.e. 3/6/12 hrs. depending on distance) after actual departure of the train in which originally booked;

(iii) Clerkage charge is paid:

**Preponement of journey:**

(2) Preponement of journey on confirmed, RAC & waitlist tickets shall be allowed in the same or any higher class, by any earlier train on the same day or any earlier day, for same or any longer destination, provided that:-

(a) Confirmed or RAC or waiting list accommodation is available in the train in which fresh reservation is required:

(b) Ticket is surrendered during working hours of reservation office and at least 6 hours before scheduled departure of the train in which reservation is required or before preparation of reservation chart, whichever is later:

© fresh reservation fee for the class for which reservation is required is paid, in case of Preponement on confirmed tickets: and

(d) clerkage charge is paid, in case of Preponement on RAC & wait listed ticket;

(3) If there is difference in fares for originally booked journey and revised journey, the difference of fare shall be refunded or recovered, as the case may be, subject to the provisions of rule 213.9(1) & (2) above.

(4) Postponement or Preponement of journey under the above sub-rules shall be allowed only once.

(5) The Postponement /Preponement of normal train ticket journey will not be applicable against Tatkal Quota even on payment of Tatkal charges.

(6) If the ticket, on which journey has been altered under the above sub-rules, is cancelled, cancellation charges shall be payable as follows:-

(a) Cancellation charge as would have been due if the ticket for original reservation had been cancelled at the time of postponement/Preponement of journey, and

(b) Cancellation charges due in respect of ticket for altered reservation as if this altered reservation is a fresh reservation.

(c) In cases where 25% and 50% cancellation charges were realized a the time of modification of journey, the cancellation charges mentioned in (a) shall not be levied again and the cancellation charges mentioned in (b) only shall be levied.
213.10 Change of journey from lower class to higher class:

(1). Change of reservation shall be allowed on a reserved ticket of lower class for higher class on the same train and day, without levying any cancellation charges but on payment of fresh reservation fee for higher class berth, provided that –
   (i). Accommodation is available, and
   (ii). the request for change is made –
      a). either during the working hours of reservation office and upto six hours before the scheduled departure of the train, or
      b). during the course of journey in the train:
(2). the change referred to above shall be allowed only once.
(3) If the ticket on which change of reservation has been allowed is cancelled, cancellation charge shall be payable as follows namely:
   (a). Cancellation charge as would have been due if the original reservation had been cancelled at the time when the Preponement or postponement of reservation was allowed, and
   (b). Cancellation charges due in respect of the altered reservation as if the altered reservation is a fresh reservation.

213.11 Non-commencement or missing of journey due to late running of trains –

(1). No cancellation charge or clerkage shall be payable on a reserved, RAC and waitlisted ticket and full fare shall be refundable if the journey is not undertaken due to late running of trains by more than three hours provided that such ticket is surrendered for refund within three hours from the actual departure of the train. It may be ensured that refund is granted only if the train is late by more than three hours at the journey commencing station and not at the train originating station. (CC 113/2000)

(2). Where a passenger holding a ticket, with or without reservation, missed connection for continued journey by another train at any junction station owing to late running of the train by which he had been traveling, the fare for the traveled portion shall be retained and the balance amount of ticket shall be refunded as the fare for un-traveled portion, without levying any cancellation charge or clerkage, if he surrenders the ticket for such refund within three hours of the actual arrival of the train by which he had traveled. The refund shall be granted at the junction station.

If the passenger has missed the connecting train owing to late running of the train by which he has traveled, instead of taking refund he wants to travel by next available train wit or without reservation, he should be permitted to do so by making suitable endorsement on the ticket. (CC183 of 2006)

Without waiting for the time limit of three hours after the scheduled departure of the train to lapse, full refund can be granted at the journey commencing station immediately after obtaining confirmation from the Station Manager or Control Office that the train is reaching the journey is commencing station more than three hours late. CC 273 of 2006

213.12 Cancellation of tickets where railway administration is unable to provide accommodation;

Where a railway administration is unable to provide accommodation for any reason whatsoever to passengers holding reserved tickets, no cancellation charge shall be levied and full refund of fare shall be granted to them if such tickets are surrendered for refund within three hours for the actual departure of the train.

Provided that when the train is cancelled due to unforeseen circumstances such as accidents, breaches and floods, the ticket is surrendered within three days excluding the scheduled day of departure of the train.
213.13 Partially used tickets;

(1). except as provided in these rules, no refund shall be granted at a station on a ticket on which part of the journey has been undertaken.

(2). Where a passenger terminates his journey enroute, a ticket deposit receipt shall be issued to the ticket holder by the station master of the station in lieu of surrender of the ticket and refund shall be admissible in accordance to the rule 21. In such cases fare for the traveled portion shall be retained and balance amount on the ticket shall be refundable as the fare for the un-traveled portion.

213.14 Discontinuation of journey due to dislocation of train services:

(1). When a train journey is dislocated enroute due to unforeseen circumstances, such a accidents, breaches and floods, full fare for the entire booked journey without any deduction for the traveled portion and without levy of cancellation charge shall be refunded at the station at which the journey is terminated under the following circumstances:
   a). when the railway is unable to carry passengers to destination station within a reasonable time by arranging transshipment or diversion or otherwise, or
   b). when the passenger is involved in a railway accident and or injured in the accident and does not continue his journey, or
   c). in the case of death or injury to a passenger in a railway accident, the kith and kin of the passenger has to terminate the journey.

(2) Where the railway administration offers to carry the passenger to his destination station by any diverted route or by arranging transshipment or otherwise, and the passenger is not willing to avail of such an alternative arrangement, fare for the traveled portion shall be retained and balance amount of ticket shall be refunded as the fare for un-traveled portion, without levying any cancellation charges, at the station to which the journey has been terminated.

(3). Where the train journey is dislocated enroute due to bandhs, agitations or rail roko, fare for traveled portion shall be retained and the balance amount of ticket shall be refunded as the fare for traveled portion, without levying any cancellation charges.

(4). If the trains, which have separate all inclusive fare structure on point to point, are terminated at a non-scheduled stoppage of the train and the passenger is not willing to avail of the alternative arrangement made by the railway administration to carry the passenger to his destination station, fare for the distance traveled shall be retained based on the per kilometer fare of ticket and balance amount shall be refunded as the fare for un-traveled portion of journey.

(CC 39 of 2007 dated 14.02.2007). When the decision to terminate the train at enroute has been taken before departure of the train from the train originating station and the passenger still undertakes journey, full refund for the entire booked journey will not be given in such a case, fare for the traveled portion is to be retained and the balance refunded as the fare for the untraveled portion. It is further clarified that full refund for the entire booked journey is to be given at the train terminating enroute station, only in those cases where the decision had been taken after departure of the train from its originating station.

213.15 Refund of certain fare on failure to provide air-conditioning facility in air – conditioned coaches:

(1). where the air-conditioning facility could not be provided for a portion of journey, refund on tickets issued for air-conditioned coaches shall be granted for such portion on the following basis, namely: -
   a). if the ticket is for air-conditioned first class, the difference between the air-conditioned first class fare and first class fare;
b). if the ticket is for air-conditioned sleeper 2 tier/air-conditioned 3 tier sleeper class, the difference between air-conditioned sleeper 2 tier/air-conditioned 3 tier sleeper class and sleeper class fare (Mail and Express)

c). if the ticket is for air-conditioned chair car, the difference between the air-conditioned chair car and second class fare (Mail and Express)

d). if the ticket is for executive class, the difference between the notified executive class fare for the concerned section and the first class fare (Mail and Express) for the concerned distance of that section.

(2). The refund of difference of fare shall be granted at the destination station on production of the ticket along with a certificate from the conductor of the coach and stations between which the air conditioning facility was not provided, and is presented within twenty hours of arrival of the train.

213.16 When passengers are made to travel in lower class for want of accommodation:-

If the ticket holder of a higher class is made to travel in a lower class for want of accommodation in the class for which the ticket was issued, refund of the difference between the fare paid and the fare payable for the class in which it is actually used shall be granted at the destination station or at the origination station, as the case may be:

Provided that the refund shall be granted at the destination station only on production of a certificate from the conductor or the guard or the traveling ticket examiner of the train certifying that the holder the ticket has to travel in a lower class for want of accommodation in the class for which it was issued and the ticket is presented within two days of the date of issue of the certificate (excluding the date of issue) at the train destination station.

213.17 Lost, mislaid, torn or mutilated tickets:

(1). No refund of fare in respect of a lost or misplaced ticket shall be granted.

(2). Refund of fare shall be granted in respect of a torn or mutilated ticket if its genuiness and authenticity are verifiable on the basis of the particular visible on the face of the ticket.

(3). If the reservation status of a lost, misplaced, torn or mutilated reserved/RAC tickets, at the time of receipt of the application for issuance of a duplicate ticket for the purpose of undertaking journey, is reserved or RAC and that the duplicate ticket is sought before preparation of reservation chart of the concerned train, the station master shall issue a duplicate ticket in lieu of the original ticket on collection of only the prescribed nonrefundable clerkage charge per passenger

(i). If a duplicate ticket in lieu of a lost or misplaced reserved or RAC ticket is sought after preparation of reservation chart of the concerned train, it shall be issued on collection of the charge equivalent to fifty percent of the total fare. Duplicate ticket shall, however not be issued in respect of RAC tickets after preparation of reservation chart of the concerned train.

(ii).If duplicate ticket in lieu of a torn or mutilated reserved or RAC ticket is sought after preparation of reservation chart of the concerned train, it shall be issued on collection of a charge equivalent to twenty five percent of the total fare.

(iii). A duplicate ticket in respect of a party coach ticket or a special train ticket, shall be issued upto the time of departure of the train, on collection of a charge equivalent to ten percent of the total fare.
(4) (i). No refund shall be granted in respect of charges collected under sub rule (3) except in cases where the lost or misplaced ticket is traced after the issuance of a duplicate ticket and presented along with the duplicate ticket before departure of the train.

(ii). if the passenger who has paid excess charge on account of his reserved ticket or RAC ticket, being lost misplaced, torn or mutilated, makes an application to a railway administration for grant of refund of the charges paid in train, the Chief Commercial Manager (Refunds) of that Railway administration may, after making such enquiry as he may deem necessary, grant refund of total charges realized in the train, after retaining the cancellation charges at fifty percent of a single journey ticket fare per passenger provided that no one has taken refund earlier on the original ticket.

CC 180 of 2006: The practice of asking for a copy of the FIR lodges with police being followed by some of the railway is dispensed with and duplicate ticket is to be issued in accordance with the rules.

213.18 Wait-listed passengers on concession and privilege ticket order tickets;-

When any person has purchased a ticket on any confessional order or privilege ticket order, and is wait-listed for reservation in any train, he shall be entitled to avail of the same ticket for reservation in any other train on the same date or any other date without losing the benefit of concessional fare.

213.19 Unused portion of return tickets;-

(1). No refund shall be granted on the unused portion of the confessional return tickets.

(2) When a return ticket is issued without any concession, it shall be treated like two single journey tickets and the refund shall be granted accordingly.

213.20 Refund of fare on unused tickets and freight realized on luggage tickets in respect of luggage booked on the same ticket in case the journey is not undertaken;-

(1). Refund of freight on luggage shall be granted by the stationmaster as under:

(a). Luggage is with drawn at starting station: Luggage ticket shall be cancelled and freight already collected shall be refunded after recovery of wharf age charges, if any and deduction of cancellation charges of rupees ten per luggage ticket. Journey ticket shall be endorsed to the effect.

(b). Luggage already dispatched from the starting station. Freight charges on weight admissible as free allowance shall be collected and remarks to this effect endorsed on journey ticket.

(2). On production of journey ticket on which luggage has been booked, the fare shall be refunded only if bearing the endorsement referred to in sub-rule (1) on the unused ticket after deducting the cancellation charges or clerkage as per rules.

213.21 Application for refund in other circumstances;-

For refund of fares under circumstances other than those specified in these rules or where refund is not admissible or granted at the station on account of expiry of time limits prescribed under these rules or otherwise, a Ticket Deposit Receipt shall be issued to the passenger in lieu of the surrendered ticket, at the station where ticket has been surrendered and the passenger may apply for refund, within ninety days from the day of commencement of journey, to the Chief Commercial Manger (Refunds) of the railway administration under whose jurisdiction the Ticket Deposit Receipt issuing station comes, enclosing the original Ticket Deposit Receipt. Ticket Deposit Receipt shall be issued only upto thirty days after the scheduled departure of the train.
Refund of fares due to change of timings in the timetable: (TRC 9/1987)

At times due to change in train timings (scheduled or mid-term) departure of certain trains are made earlier than the timings before. As a result, some passengers unaware of the timings miss the train. Ministry of Railways decided that in such cases the passengers holding reserved/waitlisted RAC tickets, who miss the concerned train due to this reason, may be granted full refund provided the refund is claimed after the departure of the train as per revised earlier timings and upto three hours after he scheduled departure time as per old timings.

The refund will however be allowed after deducting the clerkage charges or reservation fee as the case may be. There will be no change in the refund rules for the trains whose timings are put back to later than the timing before. This facility will be available only for a period of seven days including the date from which the train timings are changed.

Refund of fares during Major civil disturbances, curfew, bandhs, floods, breaches, cyclones, earthquakes etc.

When ever there are major civil disturbances, curfew, bandhs, flood, breaches, cyclone, earthquakes, etc, as a result of which passengers are not able to reach the station either to catch the train or to get refund within the stipulated time limits, the Zonal Railways are delegated power to issue local instruction’s in consultation with FA&CAO and with personal approval of the General Manager, to Station masters of concerned stations to grant refund of fare on unused tickets serened for refund upto a certain time limits. Such local instructions will be issued for minimum number of stations and for minimum period only after they are satisfied about the gravity of situation, In such cases refund will be allowed after deducting only clerkage charge.

Refund at platform of train originating station when upper class coach is replaced by lower class coach:

(i) Whenever an upper class coach is replaced by a coach of lower class at the train originating station. Zonal Railways should make special arrangements at platform for refund of differences of fares to those passengers who are desirous of traveling in that lower class coach. In such cases, an EFT will be issued as the travel authority and differences of fare refunded to the passenger. The original ticket of higher class will be retained to be accounted for as cancelled and fully refunded as per rules. The EFT will indicate the total charges of lower class and ticket number/reservation particulars of he original ticket. Further detailed procedure in this regard will be worked out by Railways themselves in consultation with their FA&CAO to ensure proper accountal of refund of differences of fares. Railways should make adequate provision of cash for refund, EFT Books and their security. This procedure of granting refund, in the case of replacement of upper class coaches by lower class ones, should be adopted at all important train originating stations by redeployment of the existing staff. /whenever the situation arises, due publicity in this regard should be made through appropriate media.

(ii) The procedure for grant of refund in the case of lower class travel, at normal counters of originating station’s and at destination station on the strength of Conductor/TTE’s certificate, will also continue. The passengers, who do not want to travel in lower class and want refund, will continue to be granted refund from normal counters of station as per rules.
Refund to the person who did not travel on a combined ticket; (CC - 134 of 1997)

When it is known before commencement of journey that less number of persons will be traveling on a combined ticket, the original combined ticket shall be collected at the station and free EFT/Ticket issued for the remaining passengers. Refund for the person not traveling shall be granted at the station itself after deducting the usual cancellation charges.

In cases where parties could not claim refund before the commencement of journey and approach the Conductor/TTE of the of the train, Conductor/TTE shall issue the Guard Certificate to the passenger for the persons not traveling to enable the passengers to claim refund from CCM (Refunds) Office. In addition, they will also make suitable endorsements in this regard on the ticket as well in the reservation chart so that necessary verification can be done. In this case the question of collecting original ticket and issuing free EFT does not arise.

In case of SPTM tickets also issued for more than one person out of whom some do not travel the cancellation charge shall be levied on the passenger/passengers not traveling and free EFT/Ticket shall be issued for passengers traveling.

Cancellation charges on a Group/Party/Family Ticket on partly confirmed and partly wait listed. (CC – 46 of 1996)

It has been decided by the Ministry of Railways that in such cases, Cancellation charges will not be levied and only clerkage charges will be retained for confirmed passengers also provided that the entire ticket is surrendered for cancellation at the journey commencing station within 4 – hours before the scheduled departure of the train and upto 3 hours after the actual departure.

Ticket Deposit Receipt (TDR)

Under the circumstances other than those specified in ‘refund rules’ a ticket deposit receipt shall be issued to the passenger in lieu of the tickets at the station, where the ticket is surrendered.

Ticket can be surrendered upto the 30 days after the scheduled departure of the train.

TDR is a machine numbered book and each TDR is in three foils viz. passenger foil, CCM (refunds) foil and record foil. All the three foils contain necessary information in respect of cancellation of tickets, to be filled in by the TDR issuing official. The passenger foil contains detailed guidelines for the passenger and the back of this foil contains the application form required to be filled in by the passenger. The other two foils contain detailed instructions to be followed by the railway staff.

The staff issuing ticket deposit receipt will cancel the ticket and write the TDR number on the face of the ticket. TDR is prepared by carbon process duly filling in all columns.

The CCM foil of the ticket deposit receipt along with cancelled tickets should reach the CCM (Refunds) office with in 15 days from the date of issue.

The passenger is required to send the TDR receipt in original duly filling in the application form, (Application is printed on the reverse of the passenger foil of TDR).

Any other certificate issued by Railways is required to be enclosed (Guard Certificate)

The passenger should apply for refund within 90 days from the date of commencement of journey. If applications are received after the stipulated period off 90 days, such cases shall also be examined on merits in Refunds Office under the powers delegated under the provisions. (CC 20 2007)
The payment shall be made through station pay order/crossed cheque/money order as preferred by the passenger in the application.

The passenger can en-cash the station pay order at the nominated station on production of a proof of his identify like Identity Card/Driving License/Passport/Ration Card/Credit Card, etc.

The serial number of the identity card shall be recorded in the station pay order.

The passengers can also en-cash the pay order through his representative/agent. In such cases refunds is made on production of authorization from the passenger and proof of his identity of the representative.

**Method of processing cases in Refund offices.**

(i) Refund vouchers should be made by CCM’s office separately for post check and pre check items. In the refund section of the Accounts Office, the cases for refund of tickets should be segregated into two heads i.e. refund vouchers for post check and refund vouchers for pre check items. Refund vouchers for post check items should be given priority over pre check items.

(ii) In CCM’s refunds office, file will be opened immediately on receipt of either the CCM foil of TDR or the depositor’s foil of TDR or an application furnishing the particulars of the cancelled ticket or even a photocopy of the TDR or a complaint whichever first reaches. The railway will simultaneously pursue verification of particulars, collection of required documents from Railways and also call for original depositor foil of TDR from the party if not already surrendered. These must be processed in a manner that the target time of disposal indicated is not exceeded.

(iii) In accounts office preparation of cheque and their dispatch should not take more than 3 working days from the date of receipt of pay order as independent activity.

Monetary limit under post check system e. check by associate accounts should be done later on.

(i) The Monetary limit under post check system is Rs. 3,000/- per passenger uniformly for local as well as foreign traffic refund cases.

(ii) All payments upto the above amount per passenger will be made under post check system.

(iii) All payments more than the above amount per passenger will be made under pre check system i.e. case will be processed in consultation with associate finance.

**Procedure to be followed by Commercial/Accounts department on refund of Ticket fares w.e.f. 1.6.1996. (C.508/p/Vol VIII)**

**General:** As per boards Lr. TC/.1/2003/85/Rules dated 17.12.1992. Published vide TRC 2 1992, 38 station managers in charge irrespective if their status as Gazetted or Non-Gazetted may be delegated powers to deal with only those case of refund on passenger tickets, where refund is not admissible at the station on account of expiry of the time limits prescribed in refund rules subjected to the condition that ticket has been issued from that station. The station manager in charge can grant refund within tariff rates only upto monetary limits per ticket prescribed for Commercial Officers of their level in CCM (Refunds) as furnished in para -2. The station managers in charge who are of the level of ACM or below will grant refund upto monetary limit per tickets prescribed for ACM’s. No refund will be granted by Station Managers in respect of cases which are not covered within the Tariff Rules. The refund will be grant after levying usual cancellation charges as per Rules. These powers will be exercised personally by the Station Managers in charge after he is satisfied about the reasoning of passengers for not taking refund within the stipulated time limit and after ensuring that the ticket has
not been used. These powers will not be delegated to any other officials. No new post is to be created for this purpose. A list of 38 nominated station by Railway Board is furnished in Annexure –I

**Monetary Limits:** The revised monetary limits w.e.f. 1.8.94 of different level of commercial officers for grant of fare on unused tickets is as follows:

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<th>Designation</th>
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<th>Not covered by Tariff Rules</th>
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<tr>
<td>1.</td>
<td>Junior Scale</td>
<td>Rs. 3,000/-</td>
<td>Rs. 750/-</td>
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<tr>
<td>2.</td>
<td>Senior Scale</td>
<td>Rs. 5,000/-</td>
<td>Rs. 2,000/-</td>
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<tr>
<td>3.</td>
<td>J.A. Grade</td>
<td>Rs. 10,000/-</td>
<td>Rs. 10,000/-</td>
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<tr>
<td>4.</td>
<td>CCM/SAG/AGM/GM</td>
<td>Full Powers</td>
<td>Full Powers</td>
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These limits are for the refundable amount passenger and not on the total value of the ticket.

Station Managers/Commercial Officers have to exercise these powers judiciously and satisfy themselves that the ticket has not been used. In case they are not satisfied the normal procedure of issuing Ticket Deposit Receipt will be followed in case of reserved RAC tickets only and regret letters should be give to the passengers in case of unreserved waitlisted tickets surrendered after expiry of the prescribed time limit. They are not empowered to reduce the cancellation charges leviable as per Rules. In all cases they have to retain the cancellation charge leviable under the extent rules.

**Maintenance of Registers:** The station manager in charge will maintain a permanent register in his office wherein the details of such cases will be entered in serial order. The station managers will give orders for refund on passenger application under his stamp and signature and also mention the serial number of the register. The booking clerk will collect the unused ticket and grant refund on the basis of station managers orders. Refunds in all cases should be given in cash across the counter. Documents like passenger application and related papers will be maintained in a separate file for a period of two years excluding the on going financial year. TIA’s on their inspection will check the refunds made by the station based on the documents available at stations.

**Method of Payment:** The monetary limit under post check system has been raised to Rs.3000/- on refundable amount uniformly for locals as well as foreign traffic refund cases. All payments upto Rs. 3,000/- per passenger will be made under the post check system through station pay orders. If the address of the claimant falls on rail head under the jurisdiction of refund granting railway. These payments upto Rs. 3,000/- per passenger to addresses in remote areas not served by a station and on foreign railway will be made under post check system by crossed cheque or money orders as per passenger demands., All payments above Rs. 3,000/-per passenger to addresses on local as well as foreign railway will be made by crossed cheque or money order as per passengers demands under the pre check demand.

**Monthly advise:** The SS’s/SM’s of these station will prepare a statement every month giving details of the refunds so made and send one copy each to FA & CAO (Traffic Accounts) CCM (Refunds) Secunderabad and SR. DCM of the concerned railway for verification and record. The traffic accounts branch will call for or pickup cases at random the post check which have to be made available by the respective Sr. DCM’s as and when called for by the traffic Accounts Branch.

All concerned SS/SM’S/CRI’s of the nominated stations and commercial officers of the divisions are advised to follow these instructions strictly for clearance of coaching refund cases.
Grant of refund from PRS on cancellation of tickets – Computerized Coaching refund Scheme: CC:9 of 2004

The system of updating chart position in PRS

TTE’s checking the coach, prepares an Exceptional Data Report (EDR) showing details of not turned up passengers, lower class travel, failure of AC in coach, less number of persons traveling on group ticket, discontinuation of journey by passengers due to dislocation of train services, accommodation not provided and cancellation of trains.

Specific station as Data Entry Points where the data from EDRs brought by TTE’s is fed into the PRS. Preferably the change-over stations of TTE’s and data-entry station should be the same to make the process easier. PRS availability should be checked before nominating the Data Entry Points.

At the time of feeding the data, if it comes to notice that the ticket has already been cancelled as per PRS, the data should not be fed and words ‘already cancelled’ should e written on EDR by the data entering person along with full signature and date.

The data so fed will be kept on line in PRS for 30 days after the scheduled departure of the train from its originating station to assist the refund office in expediting refund in TDR cases.

Data will be kept in such a manner so as to include the name of TTE/Conductor who has signed the EDR. This data will be stored for 3 years on computer memory as being done presently for normal PRS data.

Cases of refund to be covered under this system

Refund under this system shall be granted for Reserved and RAC tickets in case of non turned up passengers, lower class travel, failure of AC in coach, discontinuation of journey by passengers due to dislocation of train services, accommodation not provided and cancellation of trains. For waiting list tickets, refund will not be granted under this system but will continue to be granted as per existing rules.

Refund under this system will also be granted in cases of less number of persons traveling on group tickets.

Refunds shall be granted in those cases only where refund is otherwise admissible in cash at the station across the counter.

In cases where cash refund is not admissible at the stations across the counter (including partially used tickets), refund shall not be given at the stations under this scheme.

Refund offices should have coaching refund terminals to settle TDR refund cases promptly.

Cases of refund to be covered under this scheme:

Refunds under this system shall be granted for admissible to a person who is booked on the concerned ticket provided such a person comes personally to claim the refund.

While claiming the refund, the claimant must also surrender a photocopy of any document proving his/her identity.

The official granting refund should verify the photocopy with the original document thus produced. Refund will not be granted to any other person. In case a person booked on the ticket is unable to come personally to claim refund, TDR will be issued.
After verification from the system, refunds shall be granted at all PRS counters, during working hours, on presentation of the ticket upto 5 days from the scheduled departure of the train from its originating station.

The normal cancellation charges, wherever leviable as per refund rules, shall be levied while granting refund.

Refund shall be granted under this scheme, on the nominated counter and only for those tickets particulars of which have been updated on the basis of EDRs.

In cases where the refund software has not been updated the existing system of granting refund from Refund Offices will continue.

The refund system will start granting refund only after a specific command is given in the PRS. Zonal Railways will nominate persons authorized to give this command and ensure that the requisite command is given in time at all the data entry points.

The system of granting refund within the existing normal time limits will also continue.

The system of refund against TDRs shall also continue as at present, if some passenger does not want to make use of the simplified system of refund and wants a TDR, the same shall be issued and cases of refund processed in Refund Offices as at present.

No claim for refund shall be entertained on already cancelled tickets under this system.

**General instruction for Ticket Checking Staff/Supervisors/E&RS.**

Exceptional Data Reports EDRs have to be prepared for each coach separately; it will be the responsibility of Train Superintendent or senior most TTE to ensure that these reports are prepared by the TTE’s of their respective coaches. If a coach is unchecked, the senior most TTE will certify this fact on the EDR of the particular coach giving reasons thereof.

It may be ensured that EDR forms in sufficient quantity are supplied to TTE’s to avoid usage of non-standard formats. The EDR should be prepared in triplicate.

a). The original EDR should be handed over to the Refund Supervisor/Shift Supervisor at the nominated points and clear acknowledgement should be obtained on carbon copy of each of these reports from the Supervisor. It will be the responsibility of the senior most TTE to ensure that all staff handover their copy of EDR including those which are not checked.

b) One carbon copy will be attached to the original chart and the amended chart is handed over to the outgoing TTE.

c) The carbon copy of the EDR’s along with the copy of the amended chart should be preserved as per existing practice.

As and when the TTE’s handover the EDR, the Supervisor should acknowledge the same by signing and recording the date and time of receipt on the TTE’s report copy. He will then record these particulars in his register.

The supervisor should go through the EDR thoroughly and satisfy himself about the data to be updated. While updating, care should be taken that only the relevant region code is typed for each entry.
After feeding all the data for a particular train, the Supervisor should cross check all the entries through the 'view updating details’ menu option. After feeding the data he should record the time in the register.

He should file the EDR coach-wise, train-wise for each data separately. If the EDR for any coach is not handed over within one hour after the arrival of the train, he should immediately report the matter in writing to the higher authorities. The Supervisor should ensure that staff is available to receive the EDR’s.

Refunds at stations can be granted using the option of ‘Refund Issue Form’ of Refunds menu. In third option, refund can be granted on eligible cases only against tickets which are updated or relevant information is available in the system. After the system has granted refund it will give a print out of the details of refund. The counter clerk will sign on the print out and take the signature of the passenger on the ticket and print out. He will retain the ticket and handover the print out as acknowledgement to the passenger. All such tickets where refund cannot be granted at the station level, TDR should be issued and the original ticket collected and sent to Division/CCM’s Office for further disposal.

At the end of the shift the counter clerk should handover to the cashier the refund statement taken over from the system attaching the refunded tickets with the balance cash and obtain acknowledgement.
BOOKING OF SPECIAL TRAIN

Registration charges:

An amount of Rs.50,000/- shall be collected as registration charge cum security deposit per coach and will be payable at the station where proposed journey will commence. Of this half will be retained as security deposit and the balance amount would be adjusted against the fare payable at the time of booking.

After depositing the amount towards registration charge cum security deposit at the station at which the journey is to commence, an application must be made through the Station Manager to the Chief Passenger Traffic Manager of the Railways, giving details of destination, route to be followed and halts enroute. Application must be made at least 30 days in advance and not more than 6 months prior to commencement of the journey, in case any party requests for a special train at short notice, i.e. less than 30 days notice, specific permission must be obtained for this from CPTM. It will be sole discretion of the railway administration to allot special trains and programme its movement depending upon the availability of coaches/engines/path and other operational considerations.

If the Railway administration is not in a position to arrange the running of special train due to the paucity of coaching stock or any other reason whatsoever, the amount of deposit fee will be refunded on application being made to the Chief Commercial Manager and after surrendering the original money receipt.

The CPTM of the railway will sanction the movement if found feasible and issue a programme for the entire tour in consultation with the CPTM of the other concerned railways, endorsing copies of the same to the concerned Station Managers and Divisional Control Officers.

Security deposit of Rs. 50,000/- will be valid for booking of a special coach for a period up to 7 days only and in cases where period of booking extends beyond 7 days an enhanced security deposit cum registration fee @ Rs.10,000/-per coach for every additional day will be collected from the party.

The Station Master of the originating station will also keep identification of person and legally permissible record of address proof of the party at the time of depositing security money for booking of special coaches/special trains. The address proof may be anyone of the documents issued by any State/Central Government or Nationalised banks.

Punctuality of Special Trains: Railways do not guarantee the arrival or departure of special trains at the exact times specified nor will they be accountable for any loss or inconvenience which may arise to occupants from delays or detention to themselves or their luggage.

The Railways on which the tour originates will handover to the Organizers/Conductor of the tour or the person reserving the Carriage, Special Train etc. a folder in the form shown in Annexure ‘I’ of IRCA Coaching Tariff No.26 Part I, Volume 1 .It is the duty of the Station Manager to fill up in the details in the folder presented by the party and initial and affix station seal. It is the responsibility of the organizer/Conductor or the person reserving the carriage, special train etc to ensure that all the relevant particulars of this folder are obtained from the concerned Station Manager/Guard duly signed and affixed with station seal at each halt. The folder will be required to be filled up only in respect of halts given at the request of the party either in the original programme or subsequently, and not at operational halts for railway convenience. No special train or reserved carriage etc will be detained at a station at the instance of the party for a longer duration than that specified in the programme, approved by the Zonal Railway, unless such a request is received in writing.

Neither the Station Manager nor the guard of the train will start the train unless or the relevant halt particulars are filled up. At the destination station, the guard of the train will be allowed to sign off by
Station Manager unless folder entries for that station are filled up and station seal affixed. On completion of the tour, the folder shall be submitted to the Station Manager of the Originating Station from which the tour originated, within 15 days of completion of the tour.

All applications received will be dealt as per order of priority according to their receipt in this office.

**Minimum distance of charge**: The minimum distance of charge for Special Trains/Coaches will be 500 kms separately for outward and return journey. In case of hill stations, minimum distance for charge will be the chargeable distance (inflated) of the whole section subject to a minimum distance of 200 kms. However, the minimum distance for charge for special chartered AC Coaches attached to regular Rajdhani/Shatabdi type trains will be from end to end.

**Minimum Composition of Trains**: Fares for booking of Special Trains including Rajdhani/Shatabdi Express type trains will be for a minimum composition of 18 coaches. However, for the hill sections, the minimum number of coaches will be the maximum permissible load for the concerned section. The charging should be done for not less than the aforesaid composition. For instance, if the composition is 16 coaches, charges shall be realized for 18 coaches. However, if the composition is of 20 coaches, charges shall be realized for 20 coaches. The number of coaches falling short of minimum composition shall be charged at fares for second class coach. For example, if only 16 coaches in the special train are run, fares for second class coach shall also be charged for 2 coaches falling short of minimum composition.

**Fare**: The fares will be computed on point to point basis at full adult Mail/Express fare of the concerned Class for actual number of persons traveling or the marked carrying capacity of the coaches whichever is more, on round-trip basis, which means the fares shall be levied in the return direction up to the point from where the train originates. Fares shall be levied for the actual Class of the Coach subject to minimum fares for second Class. If extra passengers are carried, charges are levied on pro-rata per additional passenger declared before or at the time of commencement of journey at the starting station. Extra passengers carried without payment at the starting stations are charged pro-rata with penalty charges as per existing rules.

For reckoning carrying capacity, AC tourist cars and AC Saloons will be equated with AC first class and non-AC Saloons and First Class, Tourist Cars will be equated with first class coached and II class tourists cars with class II coaches.

**Concession**: No concessions are allowed to anybody including children and Sr.Citizens.

**Service Charge**: A service charge of 20% will be levied only on the base fare and not on any other charge/surcharge including safety, super-fast and reservation surcharge.

**Payment of charges**: All charges should be paid in full at the journey originating station, 48 hours in advance of the departure of the train, failing which it will be deemed that the running of the special trains has been countermanded by the organizers. The entire registration charge cum security deposit will be forfeited in this case.

**Development Surcharge**: Two development charges for outward and return journey will be levied as per existing rates as per class of travel.

**Identity cards**: At the time of booking, only the number of passengers will be required to be indicated while the names of the members of the party will be required to be submitted to the Station Manager before the commencement of the journey. The organizers must provide each member of the party with an Identity Token, duly stamped and countersigned by the Station Manager of the booking Station. These identity tokens will be treated as authority for moving and out of the platform at the intermediate stations. There should be a time of 24 hours for submission of list of passengers to...
Station Manager before commencement of journey by a special train. Station Managers are however, permitted to allow last minute changes due to illness or any other exigencies upto 10% of the total number of passengers just before the departure of the special trains.

Empty Haulage Charge: Empty haulage charges will be levied at actual distance of empty haul at 50% of Full Tariff Rate (FTR) for the carrying capacity of the coaches subject to minimum haul for 200 kms. FTR will be calculated at fare including safety surcharge and reservation charge but excluding Service Charge. Empty haulage charge will be levied as above irrespective of whether the coaches are available at the station or brought from other base station.

Charges for SLR & Luggage Van: SLR Coach will be charged at carrying capacity of the Sleeper Class coach with Sleeper Class Fare. However, the utilization of luggage portion to the extant of carrying capacity of SLR coach may be allowed without levying any extra charge (luggage charges).

Detention Charge: Detention Charges will be levied for detention of Special Train/Coaches at the request of the party at the starting, intermediate or destination stations. Detention charges will be levied @ Rs.600/- per hour or part of an hour per coach uniformly for BG, MG and NG systems subject to a minimum charge of Rs. 1500/- per coach without giving any free time.

Whenever there is extra detention of the Special coaches! Special Trains booked at FTR at any station on party's request beyond the approved detention hours and/or alteration in the route after the commencement of journey, charges arising due to such extra detention and/or alteration in the route should be collected by the Station Master at the station itself where extra detention! route alternation occurs.

If such extra detention, route alteration is due to revision in the initial programme of movement, it should be the personal responsibility of the Station Master to ensure that further movement from his station is effected only after the due detention charges and additional charges have been paid by the party.

The Station Master will also keep in safe custody a copy of the updated tour programme completed till the departure of the coach/train from his station, and such record should not be disposed off before six months from the date of the relevant movement.

An Excess fare receipt with suitable remarks, to the reason for the realization of the amount will be issued by the station where extra detention or alteration in the route has been approved giving due endorsement in the changed programme which will have to be produced by the party during remaining tour proof.

The Station Master should clearly advise the party not to indicate a specific train for further movement from a station in case they do not wish to detain the coach at that station and it is for the operating department to nominate next feasible train as per operating convenience of Railway.

Party, should be clearly advised that in case they indicate 'a 'specific train for further movement from a station the time duration for the connecting train will be treated as halt and they will have to pay detention charges in "full as per rules and will also forfeit the telescopic benefit due to treatment of such a station as break point.

Engine Detention Charges: These charges shall be applicable as notified by Board from time to time.

Ticket Checking: The number of passengers boarding from each of the points should be advised before start of the train The names of the passengers boarded should be finalized within three hours after departure of the train from each of the boarding stations. Names are essential primarily to
identify bonafide passengers in case of need. Ticket checking in Special train/Special coaches booked on full tariff rate should be restricted only to head count.

These instructions are necessary to ensure that party coaches are not misused by the organizers and only genuine numbers are carried by these coaches.

**Refund:** The Station Manager of the journey originating station will refund the security deposit and over charges, if any, provided that the party has deposited the folder within 6 months of completion of the tour. If the folder is submitted after the normal time limit of 6 months and up to a maximum of 3 years of completion of tour, the General Manager, in consultation with FA & CAO will have full power to settle that case.

If the entries in the folder are not correctly obtained, or are with overwriting or not signed by the Station Master concerned, the application for refund of over charges/security deposit will be rejected.

**Cancellation Charges:** If the requisition for special is cancelled 24 hours before the scheduled date of journey or earlier, 10% of the registration fee will be forfeited. If the cancellation is done 24 hours in advance and up to 4 hours before the scheduled departure of the train, cancellation charges shall be 25% of the chargeable fare and if the journey is cancelled within 4 hours before the scheduled departure of the train or afterwards, the cancellation charges will be 50% of the chargeable fare.

**Other**

The Commercial Officers dealing with subject and Station Masters will keep a record of the parties booking special trains/special coaches who have not submitted folders within the prescribed period. Such parties who have not submitted the earlier folders should not be permitted to book special coaches/special trains till the earlier dues are settled with the journey originating railway after submission of the earlier folders.

In case any party fails to submit the folder on completion of the journey within the 'prescribed period' and fails to settle the dues with the journey originating Railway this fact may be communicated to all zonal railways by the originating railway so that further booking by the party on other railways may be barred.
Calculate fare for a Sleeper Class Special Coach for 72 passengers from Secunderabad to Vishakapatnam via NDKD, BZA, BVRM, NDD, SLO, DVD. By Train No 16016 Palasa Express for journey on 16.5.2011, leaving Secunderabad at 17.00 hrs, arriving Vishakapatnam at 07.15 and leaving Vishakapatnam at 16.35 hrs. on 18.5.2010 and arriving Secunderabad at 07.30 on 19.5.2010.

Distance: from SC to VSKP via NDKD, BZA, GDV, NDD, SLO, DVD

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<tr>
<td>VSKP</td>
<td>18.33</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>692.55</td>
<td>R/o Rs.693 Kms</td>
</tr>
</tbody>
</table>

**Calculation of Haulage Charges:**

Minimum Distance for charge: 200 KMs.
Fare for 200 Kms. In SL per passenger: Rs.90.00
Reservation Charge: Rs.20.00
Development Charge: Rs.10.00
Total: Rs.120.00
For 72 Passengers: Rs.120.00 x 72 = Rs.8640

Haulage Charge: Rs.8640.00

Base Fare for distance of 693 Kms in SL M/E Rs. 232.00
Surcharge at 20% for special carriage; Rs.46.40 r/o Rs. 47.00
Development Charge Rs. 20.00
Total: Rs. 299.00

Fare for 72 Passengers: Rs.299.00 x 72 = Rs.21,528.00
Fare for return direction: Rs. 21,528.00

Detention Charges at Destination:
Date and time of Arrival: 17.5.2011 at 07.15 hrs
Date and time Departure: 18.5.2010 at 16.35 hrs.
No of hours of detention: 07.15 hrs of 17.5.2011 to 07.15 of 18.5.2011 = 24.00 hrs
07.15 hrs of 18.5.2011 to 16.35 hrs of 18.5.2011 = 9.20 hrs.
= 33.20 hrs r/o to 34 hrs
Detention charges at the rate of Rs. 600 per hour per coach. + Rs.600.00 x 34 hrs.+ Rs.20,400.00

Charges payable:
Haulage Charges: Rs. 8640.00
Fare Rs.43,056.00
Detention charges: Rs.20,400.00
Total: Rs.72,096.00
50% of SD adjusted: Rs. 25,000.00
Net Payable Rs. 47,096.00
Calculate fare for a Special Train consisting of 16 Coaches (2 SLR’s, 2 AC2T, 2 AC3T and 10 Sleeper Coaches) from Secunderabad to Vishakapatnam via NDKD, BZA, BVRM, NDD, SLO, DVD. By Train No 16016 Palasa Express for journey on 16.5.2011, leaving Secunderabad at 17.00 hrs, arriving Vishakapatnam at 07.15 and leaving Vishakapatnam at 16.35 hrs. on 17.5.2010 and arriving Secunderabad at 07.30 on 19.5.2010.

Rule: SLR coach will be charged for 72 berths at Sleeper Class M/E Charge, and no separate charges are collected for luggage portion. For carriages falling short of 18 coaches will be charged at II M/E Adult Fare for 90 passengers. Remaining carriages will be charged as per Class for the CC or number of passengers which ever is more.

Calculation of security deposit: Rs.50,000/- X 18 = Rs.9,00,000/-

Distance : from SC to VSKP via NDKD, BZA, GDV, NDD, SLO, DVD

SC – DVD : 674.22
DVD – VSKP: 18.33
Total : 692 kms.

**Calculation of Haulage Charges:**

Minimum Distance for charge; 200 KMs. During peak season
Fare for 200 Kms. In 2AC per passenger: Rs. 348.00
Reservation Charge: Rs. 25.00
Development Charge: Rs. 40.00
Total: Rs. 413.00
For 46 Passengers: Rs. 413 X 46 X 2 = Rs. 37,996.00

Minimum Distance for charge; 200 KMs.
Fare for 200 Kms. In 3AC per passenger: Rs.251.00
Reservation Charge: Rs. 25.00
Development Charge: Rs. 30.00
Total: Rs.306.00
For 64 Passengers: Rs.306 X 64 X 2 = Rs.39,168.00

Minimum Distance for charge; 200 KMs.
Fare for 200 Kms. In SL per passenger: Rs. 90.00
Reservation Charge: Rs. 20.00
Development Charge: Rs. 10.00
Total: Rs.120.00
For 72 Passengers: Rs.120.00 X 72 X 12 = Rs.1,03,680.00

**Total Haulage Charges: Rs.1,80,844.00**

**Calculation of Fares**

Base Fare for distance of 692 Kms in AC2T
 durante peak season M/E Rs. 903.00
Surcharge at 20% for special carriage; Rs.46.40 r/o Rs. 181.00
Development Charge Rs. 80.00
Total : Rs. 1164.00
Fare for 46 Passengers: Rs.1164 X 46 X 2 = Rs.1,07,088.00
Fare for return direction: Rs.1,07,088.00 = Rs.2,14,176.00

Base Fare for distance of 692 Kms in 3AC Rs. 650.00
Surcharge at 20% for special carriage; Rs.46.40 r/o Rs. 130.00
Development Charge Rs.  60.00
Total : Rs. 840.00

Fare for 64 Passengers: Rs.840 X 64 X 2 = Rs.1,07,520.00
Fare for return direction: Rs.1,07,520.00 = Rs.2,15,040.00

Base Fare for distance of 692 Kms in SL M/E Rs. 232.00
Surcharge at 20% for special carriage; Rs.46.40 r/o Rs.  47.00
Development Charge Rs.  20.00
Total : Rs. 299.00

Fare for 72 Passengers: Rs.299.00 X 72 X 10 = Rs.2,15,280.00
Fare for return direction: Rs.2,15,280.00 = Rs.4,30,560.00

Base Fare for distance of 692 Kms in II Classs M/E Rs. 137.00
Surcharge at 20% for special carriage; Rs.46.40 r/o Rs.  28.00
Development Charge Rs.   2.00
Total : Rs. 167.00

Fare: Rs.167 X 90 X 2 : Rs.30,060.00
Fare for return direction: Rs.30,060.00 = Rs.60,120.00

Total Fare for 18 Coaches = Rs.9,19,896.00

Detention Charges at Destination:
Date and time of Arrival: 17.5.2011 at 07.15 hrs
Date and time departure : 18.5.2010 at 16.35 hrs.
No of hours of detention: 07.15 hrs of 17.5.2011 to 07.15 of 18.5.2011 = 24.00 hrs
O7.15 hrs of 18.5.2011 to 16.35 hrs of 18.5.2011 = 9.20 hrs.
= 33.20 hrs r/o to 34 hrs
Detention charges at the rate of Rs. 600 per hour per coach. Rs.600.00 X 18 X 34 hrs.Rs.3,67,200.00

Charges payable:
Haulage Charges: Rs.1,80,844.00
Fare Rs.9,19,896.00
Detention charges: Rs.3,67,200.00

Total: Rs.14,67,940.00
50% of SD adjusted: Rs. 4,50,000.00
Net Payable Rs.10,17,940.00

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OPENING OF NEW PASSENGER HALT

Passenger halts are opened between two stations for the convenience of the traveling public. Halts will deal with only passenger traffic to a limited section. Normally these are opened to traffic upto adjacent junctions. Passenger halts are managed by a contractor and are not opened for parcel and goods traffic.

Procedure:

On receipt of representation from public, state government or panchayat boards, a report from division is called for. The report should contain the following information.

1. Exact location of the halt rounded off to two decimal places
2. Names of adjacent stations and distance between the proposed location and adjacent stations ( Rounded off to two decimal places)
3. Names of the villages to be served by the proposed halt with the following details.
   • Population of each village
   • Distance from each village to the proposed halt and the adjacent stations on either side of the proposed halt
   • A rough sketch showing the location of the villages, roads and rivers etc. of the area
4. Details of the traffic station wise dealt with at the adjacent stations on either side of the proposed halt for a period of one year
5. Anticipated fresh traffic from the proposed halt as well as traffic likely to be diverted from adjacent stations. Details must be furnished destination wise to enable to workout detailed financial implications.
6. Feasibility of locating the halt at the location requested for from the operating, mechanical and engineering point of view
7. The capital cost required for provision of minimum amenities at the halt. The details may be split into those works which can be done by shramdan and those works required to be spent by other than shramdan
8. Number of trains proposed to be stopped at the halt. Normally at the opening of new halt minimum number of trains convenient to meet the needs of the population is introduced and introduction of further trains is considered based on the patronage of the halt.
9. Name of the nearest serving post office
10. Justifications for opening of a passenger halt like inaccessibility to adjacent stations by road such as no connection by road, river passing through etc.

On receipt of the report from the division, and if the location of the halt is found feasible, capital cost and exact location would be got confirmed by the chief engineer. Simultaneously, the operating branch will be requested to confirm their no objection for opening of the passenger halt. The cost of the stopping of the proposed train is obtained from the fuel branch.

The chargeable distance from the proposed halt to various stations is worked out. The details of the fresh traffic and the diverted traffic are tabulated and additional earnings on account of opening the halt is arrived at.

Financial implications are worked out and will contain the following information:

a) Capital cost
   b) Expenditure
      • Repairs and Maintenance at 5% on the capital cost
      • Depreciation at 0.71% on the capital cost
      • Cost of stopping ________ up direction trains and __________ down direction trains at the rate of Rs. __________ per each stop
      • Cost of consumable stores at the rate of __________
- Contractors Commission at the rate of __________ % on gross earnings
- Interest on capital cost at 6%
- Total

c) Result
- Earnings
- Expenditure (Gain / Loss per annum - % of Gain / Loss on capital cost)

Note: In the financial implication, interest on capital is taken into account only when the proposal is on loss. i.e. if the percentage of return on the capital is less than 14%.

The proposal should be financially justified i.e. it should give a return of 6.75% on the capital cost when interest is added

**Worked out example:**

**Capital Cost:** - - - - Rs. 5,00,000 /
**Expenditure:**-

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repairs and Maintenance at 5%</td>
<td>Rs. 25,000</td>
</tr>
<tr>
<td>Depreciation at 0.71%</td>
<td>Rs. 3,500</td>
</tr>
<tr>
<td>Cost of stoppage e.g. Rs. 250/- per day</td>
<td></td>
</tr>
<tr>
<td>Up Direction = Rs. 250 X 365 (per year)</td>
<td>Rs. 91,250</td>
</tr>
<tr>
<td>Down Direction = Rs. 250 X 365 (per year)</td>
<td>Rs. 91,250</td>
</tr>
<tr>
<td>Cost of consumable stores</td>
<td>Rs. 180</td>
</tr>
<tr>
<td>Contractors Commission (Min.Rs. 500/-)</td>
<td>Rs. 6,000</td>
</tr>
<tr>
<td>Total</td>
<td>Rs. 2,17,230</td>
</tr>
</tbody>
</table>

**Earnings:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>@ Rs. 385/- per day</td>
<td></td>
</tr>
<tr>
<td>Outward journey = Rs. 385 x 365</td>
<td>Rs. 1,40,525</td>
</tr>
<tr>
<td>Return journey = Rs. 385 x 365</td>
<td>Rs. 1,40,525</td>
</tr>
<tr>
<td>Total</td>
<td>Rs. 2,81,050</td>
</tr>
</tbody>
</table>

**Profit / Loss:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnings</td>
<td>Rs. 2,81,050</td>
</tr>
<tr>
<td>Expenditure</td>
<td>Rs. 2,17,230</td>
</tr>
<tr>
<td>Profit</td>
<td>Rs. 63,820</td>
</tr>
</tbody>
</table>

Rate of return on capital investment = Rs. 12.76%

When the ROR is less than 14%, an interest rate of 6% should be added to the capital cost. i.e.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure</td>
<td>Rs. 2,17,230</td>
</tr>
<tr>
<td>Interest</td>
<td>Rs. 30,000</td>
</tr>
<tr>
<td>Total</td>
<td>Rs. 2,47,230</td>
</tr>
</tbody>
</table>

**Profit / Loss:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnings</td>
<td>Rs. 2,81,050</td>
</tr>
<tr>
<td>Expenditure</td>
<td>Rs. 2,47,230</td>
</tr>
<tr>
<td>Profit</td>
<td>Rs. 33,820</td>
</tr>
</tbody>
</table>

Rate of Return on the Capital Cost = Rs. \( \frac{33820 \times 100}{5,00,000} \) = Rs. 6.76%

If the ROR is more than 6.75% the proposal is financially justified.
Conditions for opening of a passenger halt:

- The proposal should be financially justified if it gives a return of 6.75% on the capital cost.
- The exact location of the halt from the adjacent station should be at least 5 km on either side of the halt in the non-suburban area.
- Even if one or both of the above conditions are not fulfilled, a halt can be opened on amenity grounds on the orders of GM.

After working out the financial implications, the proposal is sent to FA&CAO for vetting and then put up to GM for administrative approval. On sanction by GM all concerned are advised by a sanctioned memorandum. Then the division is advised to take up the work and selection of a contractor etc. will follow.

Naming of the passenger halt:

The state government concerned is asked to recommend a suitable name and furnish their vernacular spelling of the proposed name. On receipt of the reply from them, the original vernacular name is sent to the survey of India of the region for furnishing correct Devanagiri spellings. Then the General Secretary of IRCA, New Delhi will be advised for approval of the name and chargeable distances are notified to all concerned. On completion of all the formalities, the halt is opened.

Commission to halt agent:

The maximum percentage of commission that can be given to a halt agent is 15% and minimum amount is Rs.500. The rate of commission is determined taking into account the number of hours to be put in by the contractor, on the basis of number of trains proposed to be stopped at that halt, amount of work involved and cost of living in that area. The rate of commission is fixed in consultation with FA&CAO. Whenever the commission exceeds these limits, the percentage of the commission is to be reviewed. However, due to any feast or mela traffic in one or two months during the year there is no objection to the maximum being exceeded with the average per month in a whole year does not exceed the maximum limit.

Conversion of a passenger halt into a flag station:

Halts that are in existence for more than 10 years should be examined to see whether they justify for conversion to flag station. Flag stations are being worked by Railway staff and the facility of allowing booking of parcels and goods is also examined and whenever the same is found justified, they are converted. Normally halts which have traffic of 100 passengers or more per day each direction should be examined for conversion into flag stations.

While working out the financial implications of converting a passenger halt into a flag station, the anticipated additional earnings should justify the return on the additional capital expenditure.

Halts which are found financially unrenumerative:

New halts sanctioned by GM on amenity grounds in consultation with FA&CAO even in cases the loss is expected to be up to Rs.10,000 per annum are also approved for opening.

Minimum amenities to be provided at passenger halt station:

The following amenities to be provided at a passenger halt are:

- A rail level platform of suitable length having regard to the length of the train stopping at that halt
- A small waiting shed which will also serve as a booking office
- Lighting where train stops at night
- Shady trees
- Bore well
RULES REGARDING WAIVER OF DEMURRAGE & WHARFAGE CHARGES

Power of officers to waive demurrage or wharfage charges

<table>
<thead>
<tr>
<th>S. NO</th>
<th>Designation of officer</th>
<th>Max. amount of DC per wagon which can be considered by an officer. In Rs.</th>
<th>Max. amount of wharfage per consignment which can be considered by an officer. In Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GM</td>
<td>Full powers</td>
<td>Full powers</td>
</tr>
<tr>
<td>2.</td>
<td>CCM(Coordinating HOD in comml dept)</td>
<td>100000</td>
<td>100000</td>
</tr>
<tr>
<td>3.</td>
<td>DRM</td>
<td>25000</td>
<td>25000</td>
</tr>
<tr>
<td>4.</td>
<td>CTM/Sr.DCM/DCM working as branch officer</td>
<td>6000</td>
<td>6000</td>
</tr>
<tr>
<td>5.</td>
<td>DCM/DTM/AO in Sr.scale</td>
<td>600</td>
<td>1200</td>
</tr>
<tr>
<td>6.</td>
<td>ACM/ATM in Jr scale</td>
<td>300</td>
<td>300</td>
</tr>
</tbody>
</table>

The powers of waiver of wharfae charges indicated in the table above will be on consignment basis except in the case of train load consignment where it will be applicable on per wagon basis.

Where demurrage charges cases are being handled by officers of operating departments, CCM/Sr.DCM etc., will mean COM/Sr.DOM etc.

The cases for waiver should not be dealt by an officer below the level of officer competent to deal with the case as per the schedule of power given in the above table.

Prior finance concurrence will be required for waiver of demurrage/wharfage charges above Rs.25000/- per wagon per consignment respectively. Cases submitted to GM should be routed through the co-coordinating HOD of the commercial department and FA&CAO of the Zonal Railway.

Waiver:

Due care should be taken in preparation of the demurrage/wharfage bill at the first instance to obviate recasting of bills subsequently on representation by the customer or otherwise.

In case the Consignor/Consignee feels that demurrage/wharfage was due to reasons beyond his control he can apply for waiver giving all relevant details with documentary evidence wherever necessary.

First application for waiver of demurrage or wharfage should be submitted to the Station Manager/Goods supervisor within 10 (ten) days from the date upto which these charges had accrued.

In case of wharfage, the consignor/Consignee should first remove the consignment from the Railway premises, deposit the amount of wharfage charges and submit the original proof of such payment along with his application while preferring for waiver at first instance itself.

The station manager/Goods supervisor concerned will forward the application of waiver of demurrage or wharfage to the Divisional officer together with the actual position and remarks within 3 (three) days of the receipt of the application.

In case of large sidings, like those of power houses, steel plants etc., the time limit for preferring the first application for waiver of demurrage charges will be the next month implying that
application for waiver of demurrage charges accrued in one month be submitted latest within the next month.

The delay beyond 10(ten) days/next month period as mentioned above can be condoned only with the personal approval of the DRM/CCM(co-coordinating HOD) depending upon whether the power to deal with the case lies at Divisional/Zonal level and after having ascertained that the reasons for delay given in the application are satisfactory. Application for condonation of delay in preferring an appeal shall be entertained only after the demurrage charges have been paid in full and the application is supported with proof of such payment.

The circumstances, which lead to accrual of demurrage/wharfage charges, can be broadly grouped in 3 categories as under:-

a) Reasons within the control of the consignor/consignee

b) Reasons beyond the control of the consignor/consignee like labour strike, transportation strike, general bandh, agitations, riots, curfew, fire, explosions, heavy rain or other abnormal/unforeseen circumstances.


In case of category (a) above, waiver should normally not be done. However, if at all waiver is to be granted on justified and meritorious facts; speaking orders should be recorded in all such cases.

As regards to cases pertaining to categories (b) and (c) waiver can be considered on the merits of the individual case.

The powers of waiver as mentioned above should be exercised judiciously keeping in view the merits of such cases as per instructions contained in this letter. The waiver should not be granted as a routine matter.

Whenever the waiver exceeds 50% of the powers conferred on an officer, reasons for such waiver should be recorded in writing.

In case of large sidings, like those of power houses where demurrage is not waived on wagon to wagon or daily basis, speaking orders need not be given for each wagon/consignment. It would be sufficient if broad reasons are given in support of such periodical waiver after analyzing the broad causes of such detentions.

The cases for accrual of frequent demurrage/wharfage charges from a particular goods shed should be analyzed periodically. Remedial steps including provision of infrastructural facilities should be taken to reduce the detention to rolling stock and prompt removal of goods from the Railway premises.

**Appeal against orders of waiver**

A consignor/consignee can prefer an appeal to higher authority in case he is not satisfied with the decision of the lower authority. The station manager/Chief Goods supervisor should forward the appeal to the Divisional authorities within 3 (three) days of the receipt of the appeal.

However before preferring an appeal for waiver of demurrage charges, he is required to deposit the amount of demurrage charges not waived. The original proof of such payment should be submitted along with the appeal.

An appeal against the order of the lower authority should be preferred within 30 days of the date when the decision of the lower authority is communicated.
A maximum of two appeals can be made against the decision of lower authority.

In all cases where a change is made by the appellate authority against the decision taken earlier, speaking orders should be recorded by the appellate authority.

The waiver of demurrage/wharfage charges should be dealt as per the instructions.

**Refund**

No direct refund of demurrage/wharfage charges should be made unless proper procedure for waiver has been followed. While granting refund of wharfage or demurrage charges due cognizance should be taken of the quantum of waiver already allowed in each case.

For any refund of waiver of wharfage or demurrage above Rs.25000 prior finance concurrence is required. For amounts below Rs.25000 but above Rs.200 prior accounts verification as distinct from finance concurrence is required to be done to establish that the amount to be refunded has actually been received by the Railway. Such refunds would be subject to post check by the finance.

Refund of waived amount of demurrage / wharfage charges should be made expeditiously through pay orders by commercial department of the Division.
CLAIMS AND CLAIMS PREVENTION

Claim means a rightful demand from the customer against the railway administration for payment of compensation for the loss of consignments.

Effects of claim:
1. Leakage of railway revenues.
2. Loss of goods will
3. Diversion of traffic, to other modes of transport.

Elimination of such claims by preventive measure is known as claims prevention. It is a cooperative effort of all departments of railways associated in the carriage of goods.

Departments involved:
- Commercial
- Operating
- Mechanical
- Engineering
- Security

Causes of claims:
1. Mis-despatch of goods.
2. Damage by wet.
3. Breakage and leakage.
5. Over carriage of goods.
7. Deterioration due to delay in transit.
8. Wrong deliveries.
10. Unconnected consignments.

Measures taken to reduce claims:

1. At the time of acceptance of goods:
   a. Ensure proper forwarding note is executed, duly filling in all particulars.
   b. Ensure that the packages are packed as per the packing conditions prescribed in goods tariff; otherwise obtain suitable remarks regarding defective packing in the forwarding note.
   c. Ensure private and railway markings on the packages duly removing all old markings. Railway marking should be done with durable ink clearly.
   d. Number of packages should be written both in figures and words in forwarding note.
   e. Ensure the declaration of commodity as per goods tariff.
   f. Name of the commodity recorded in the forwarding note should tally with that of the general classification.

2. At the time of booking:
   a. The commodity should be weighed and correct weighment should be recorded in the forwarding note / railway receipt.
   b. Railway receipt should be prepared carefully with all the required particulars including the remarks about defective packing conditions recorded in the forwarding note.
   c. Seal card, pocket label, paste on label should be prepared legibly duly writing the name of the destination station in bold letters. Pictorial labels should be provided wherever necessary.
d. Railway marking should be done legibly with durable ink.

e. Freight charges should be correctly computed and shown on the railway receipt.

f. Do not exceed the maximum permissible load and axle load restrictions.

g. Supervise loading and observe loading and monsoon precautions.

h. Supply appropriate wagon as per the nature of the commodity.

3. At the time of carriage:

a. Ensure the doors are secured after completion of loading and seal the wagon.

b. Provide 5 rivets for each door of the wagon.

c. Avoid rough handling. Hooks should not be used to lift the packages.

d. In case of over dimensional consignments, if it is found that load is shifted, do not allow the wagon to move further till it is brought to the original position.

4. At the time of delivery:

a. Supervise unloading and tally the number of packages with seal cards / invoice / railway receipt.

b. Avoid rough handling packages.

c. Goods unloaded should be secured in a safe place.

d. In case of shortages / damages DDM / DDPC should be issued immediately.

e. Obtain signature of the consignee or his endorse in the delivery book. If the qualified remarks recorded by the consignee in the delivery book are not complete or genuine, record counter remarks.

f. Avoid delay in granting open delivery and assessment delivery.

g. Maintain liability register and enter the undelivered consignment soon after the expiry of the bailee’s responsibility and serve sale notices as per sections 83 and 94 of the Railways Act 1989.

h. If there is no response from the consignee obtain the permission of DCM for disposal of goods.

i. Weekly inventory should be taken and packages are connected promptly to the delivery book and also to check excess removals, delayed removals and cross deliveries.

Section 106 of Railways Act 1989:

1. A person shall be entitled to claim for compensation for the loss of goods/animals within 6 months from the date of booking.

2. The notice for compensation may be made claimed from
   - Forwarding station
   - Destination station
   - The railway on which the goods are lost.

Time limit for settlement of claims:

a. For shortages / damages / breakages - 3 months.

b. For partial delivery of packages - 4 months

c. For non-delivery of complete consignment - 6 month.

Monetary powers for settlement of claims:

a. General Manager - Unlimited powers.

b. Chief Commercial Manager - Rs.4,00,000/-

c. Chie Claims Officer - Rs.2,00,000/-.

d. Dy.CCM / Dy.CCO - Rs. 60,000/-

e. Senior Commercial Officer - Rs. 15,000/-

f. Assistant Commercial Officer - Rs. 8,000/-

g. Station manager / Commercial Inspectors of important stations - Rs. 400/-
SETTLEMENT OF HIGH VALUE CLAIMS

High value claims are those where the compensation sought is Rs 15,000 or more except POL products, FCI, consignments and departmental consignments.

The following are the circumstances under which a claim shall not be entertained.

- Claim not preferred within 6 months from the date of booking and with not sufficient particulars to identify consignment as per section 106 of RA.
- A claim not properly addressed to the CCO of the concerned Railway as per section 192 of Railways Act.
- Fall of market price or other loss due to delay in transit as per section 95 of RA.
- When delivery is effected on Indemnity Bond in lieu of original RR not forth coming, a copy of invoice is basis or on instructions of sender / owner as per section 76 of RA.

Extent of compensation (sec 103):

When the consignor does not declare the value and does not pay PCEV charges the extent of compensation shall be based on the actual weight of the consignment the Maximum value is limited to

- Parcel / Goods - Rs. 50/- per kg or part.
- Baggage - Rs. 100/- per kg or part.
- Elephant - Rs. 6000/- per animal
- Horse - Rs. 3000/- per animal
- Horned cattle - Rs. 800/- per animal
- Small Birds/Animals - Rs. 120/- per animal

If the value of any goods/ animals is more than the above limits, party may elect to pay PCEV charges. In that case the extent of compensation payable is equal to the declared value (max).

Notice for claim (sec 106):

Notice for claim should be made within 6 months from the date of booking or date of delivery.

Application for compensation (sec 107):

An application for compensation shall be made against the Railway Administration to which a notice is served as per sec 106.

Person entitled to receive compensation (sec 108):

If the Railway Administration pays compensation to the consignee producing the RR, Railway shall be deemed to have done its duty even though he is not legally entitled to receive the compensation.

Service of notice (sec 192):

Any notice or other document required or authorized by this act to be served on a Railway Administration may be served to General Manager or any other railway servant authorized by GM. By

- delivering to him or
- by leaving at his office ; or
- by Register post to his office address.
A claim for partial shortages or damage should be repudiated under the following instances as controlling factors is beyond the control of the Railways.

- Section 93: Act of God, Act of war, public enemies etc
- Section 95: Delay in transit not due to Railways
- Section 97: Goods booked at OR rate are lost not due to negligence of Railways.
- Section 98: Goods offered in defective packing conditions.
- Section 99: Goods not taken delivery within the termination of transit.
- Section 101: Animals are injured due to fear, restiveness, or over loading.
- Section 102: Exoneration from liability due to bundh riots strikes etc.

Documents to be verified:


The following are also to be checked:

1. Risk Rate (2). Correct freight charges (3). Undercharges (4). Type of wagons used (5). PCEV paid or not etc.

Settlement procedure:

Claims when admissible should be verified on the basis of the supplier’s bill of cost (puttee or Beejuck) it should be carefully verified that loss / damage / breakage should be worked out at the rate shown in the puttee duly deducting the discount or commission if any, allowed in the puttee

The standard procedures for settlement of some of the items are as under:

- 10% deduction is made from the invoice of BATA (India ltd)
- In case of news papers and magazines a discount of 25% - 30% from the face value to arrive at the net amount payable as compensation.
- Damage by wet to cement consignments, 20% deduction to be made from beejuck value.
- In case the sender prefers the claim, 10% deduction to be made from beejuck value.
- In case of Grains and pulses packed in bags, the weight of the bags is deducted and its value is separately determined from the grains and pulses.
- Proportionate freight charges if claimed in respect of damages assessed should be disallowed this will not apply in cases where the damaged stuff is buried, under certification by the competent authority of the Medical department.
- Consignments received on commission basis for which no puttee/beejuck is available the claims will be settled at market price minus usual commissions.
- When there are two or more parties and the puttee is produced by other than the consignor as per RR a deduction of 2% as middle man’s commission has to be made on the amount payable.
- The amount of claims paid must be predominantly recorded in Red ink on the RR duly signed in full with date by the official granting claims this will avert the possibility of a second claim on the same invoice.
- When ever a acclaim is paid to the party, cash receipt is prepared in duplicated and the party’s signature is obtained.
- A remark of the amount paid as compensation and the proportionate freight charges refunded if any must be made in station delivery book against the relevant entry.
**Preservation of records:**

Even though the claim is suit barred, records should be preserved upto the settlement of the claims.

**Note:**

- **Sec 149:** Making a false claim for compensation by the party
  - Penalty – 3 years imprisonment and a fine or both.

- **Sec 178:** Making a false report or claim by a Railway servant
  - Penalty – 2 years imprisonment and a fine of Rs 1000/-
INTER RAILWAY LIABILITY

Allocation of claims on sealed wagons:

The following rules should be observed in the apportionment of compensation claims on through goods and parcel traffic.

Liability for damage, deficiency, loss in consignments, other than liquids found in a wagon, the seals of which were intact at the time of unloading shall be accepted by the railway on which the station last sealing the wagon is situated unless the damage etc. is reported within six hours of opening the wagon by issuing a DD message.

For consignments of liquids, liability for loss, deficiency or damage except for the loss of a complete package or packages, liability for which shall be accepted in the ratio of distances of all railways over which the consignment has passed unless the loss, deficiency or damage can be located and provided that the loss, deficiency or damage is reported within six hours of opening of the wagon by issuing a DD message.

When the loss, deficiency or damage is definitely located, the railway on which the loss, deficiency or damage occurs shall accept liability only for that quantity of loss, deficiency or damage that occurred on its line.

For consignments of perishables, liability for damage or deterioration resulting in delay in transit shall be accepted in ratio of distance by all railways over which the consignment is passed unless the delay is definitely located. In which case, the railway on which the delay occurs shall accept full liability. When the delay is located on more than one railway, such railway shall accept full liability in equal shares.

When a seal is not intact and damage etc. is discovered, liability shall be accepted by the railway on which the seal is found broken or defective unless the damage etc. can be proved to have occurred elsewhere.

When the question of liability depends on the state of the wagon seals, the certificate of an officer that the seals are intact or otherwise shall be accepted.

When shackles with lead rivets are used. If the shackle is received without the card attachments the seals shall not be considered as intact although the impression on the lead rivet is intact.

Allocation of claims on open wagons:

All losses and damages to goods loaded in open wagons shall, if reported by issuing a DDM, will be debitable in ratio of distances of all the railways over which the wagon is passed under the damage or loss can be localized. Loaded open wagons should as far as possible be supplied with proper tarpaulin sheets and ropes.

Allocation of claims for unlocalised damages by wet and for loss or pilferage:

Damages caused by wet and to loss (other than loss of complete package), or pilferages which can not be localized, in such case claims paid will be debitable in the ratio of the distances to all the railways over which the wagon is passed provided the damage, loss or pilferage is reported by issuing a DDM or DDPC.

For damages by wet which occurs at junctions where the goods concerned are transshipped, liability will be settled.
Liability will be settled in terms of the agreement in forces between the railways concerned.

‘Before settling a claim for wagon load consignments it is established that the wagons were diverted to some other party at a station and some other railway, then that railway will accept liability for that wagon load consignment and will recover its cost from the party to whom it was diverted’

Apportionment of liability between railways will however depend upon each railway proving that it has handed over the consignment to the adjacent railway. In the event of failure to provide such proof, the railway concerned will have to bear the full liability. Cases wherein consignments:

- Have not been dispatched from the booking stations
- Have been diverted to other stations out side the destination railway and delivered fraudulently
- Have been consumed by the railways other than the destination railway

In all cases, the liability will have to be borne by the railway on which such transactions have taken place. The railway will, therefore, accept the entire liability and not apportioned liability based on kms.

Zonal Railways are advised to accept total or part liability as may be worked out by the claims settling railway which will not bear any liability if it nit responsible for the claim.
EXCESS PACKAGES OR CONSIGNMENTS

- Excess packages means packages received in excess of the actual number of packages booked as per seal card or railway receipt or transit invoice or packages received unentered in the summary.
- A DDM should be issued within 6 hours from the time of opening of the wagon.
- DDM is issued to last sealing station or forwarding station if it is not the last sealing station and copy given to CCO, SI / RPF and Sr.DCM.
- Excess packages should be entered in the register of excess and unconnected packages with full details of the number of packages, description, marking on the packages, DDM No. etc.
- At the end of the month, a statement should be sent with full particulars of all the excess packages to DCM / CCO.
- After obtaining necessary instructions, excess packages are disposed off.

Disposal of excess packages:

1. Excess packages are disposed off as per the railway marks on the packages, if they are bound to some other station.
2. In case of wagonload consignments excess packages detected at the destination station, are disposed as follows:

On a “Said to contain railway receipt”:

a. If more than one wagon is booked from the same consignor to the same consignee, the shortages noticed in one wagon can be adjusted from the excess packages detected in other wagon.

b. Even after adjusting, if still excess bags are found the goods are delivered
   - On execution of indemnity bond without collecting the value of the excess goods.
   - On payment of proportionate freight charges for the excess goods.
   - On collection of punitive charges for overloading.

On a clear railway receipt:

When excess goods are unloaded from full wagonloads or trainload, the delivery of such excess goods may be granted

- On execution of indemnity bond.
- On furnishing bank guarantee to cover the value of the excess goods.
- On payment of freight charges including punitive charges for overloading.

Complete record of the excess deliveries should be maintained. Such excess deliveries should be adjusted against the claims of the same consignee / endorsee for the shortages.

Disposal of excess consignments noticed enroute:

- As a result of overloading beyond permissible limit, the railway reserves the right to have the excess weight removed.
- A separate record should be maintained whenever the excess weight is off loaded.
- The excess weight so off loaded, may be disposed off by public auction.
- Sale proceeds will be first adjusted toward railway dues, which may include freight charges due on the off loaded consignments up to the point of off loading, cost of detention to the wagon and expenses incurred on off loading and its auction and balance if any, may be paid to consignee or endorsee.
UNCONNECTED PACKAGES

The goods / packages which cannot be readily connected to a booking document are called unconnected goods. Packages may remain unconnected for want of

a. Private marking or railway marking
b. Illegible marking
c. Marks are faded and unreadable

Action to be taken:

1. Details of unconnected packages should be entered in excess & unconnected register.
2. Message should be given to commercial controller to back trace the packages.
3. Packages should be opened in the presence of RPF / SM and search for any identification marks.
4. If any clue is found about the correct destination, the package should be dispatched to that destination station.

Connecting the unconnected packages in wagonloads:

The following action should be taken.

1. As soon as an unconnected wagon is received, particulars should be repeated to train originating station, the train controller and DCM.
2. Particulars such as wagon number, owning railway, type of wagon, train number, engine number and the time of arrival should be informed.
3. On controlled section the information should be furnished to the section controller who should trace the backward passage by contacting the adjacent section controllers (other divisions).
4. If the above enquires do not reveal any clue to the correct destination of the wagon, its contents should be checked in the presence of a representative of the RPF / GRP. The following should be checked.
   a. Paste on labels
   b. Private markings and railway markings on packages
   c. Transit invoice
   d. Any trade marks stenciled on the bags
5. The wagon should not be kept under load for more than 72 hours. The contents should be unloaded in a goods shed.
6. Demurrage charges and wharfage charges cannot be levied on the consignments until they are connected.
7. Demurrage and wharfage charges should be collected on the wagons from the time wagon is connected to the booking particulars and if it belongs to that station only.
8. A statement of unconnected goods should be prepared every month and sent to DCM / CCO.

Disposal of unconnected goods:

- If it is not possible to connect the goods with in one month from the date of unloading, instructions should be obtained from DCM for sending to auction center.
- Before sending it to auction center, inventory of the articles inside the packages should be taken in the presence of RPF and the witnessing officials should sign the statement.
- A copy should be placed inside the packages. Files should be maintained separately for each consignment.
DISPOSAL OF UNDELIVERED/UNCLAIMED CONSIGNMENTS

1. If a consignment remains undelivered for 7 days at destination station, the particulars of consignments should be entered in liability register.

2. Notice should be served under sections 83 and 84 of Railways Act, 1989, on consignee and consignor if their address is known by registered post acknowledgement due.

3. If the consignor’s address or consignee’s address is not known, notice should be sent to station master of the forwarding station who can serve notice on the consignor.

4. If the consignment is not taken delivery up to one month from the date of unloading, even after serving notice, instructions should be obtained from DCM for disposal.

5. Consignments such as coal / ore / railway material stores, unclaimed fragile goods, which are liable for damage in transit, dangerous goods and inflammable goods should not be sent to auction center.

6. They should be auctioned at station itself after obtaining the permission from DCM.

7. When unclaimed goods are sent to auction centre, all charges due at the station including postal charges incurred for serving notices should be shown as ‘paid-on’ charges.

8. The particulars of consignments should be prepared in four copies. Three copies are sent to auction center, after retaining the record copy.

9. Before sending it to auction centre, complete inventory has to be taken and the actual weight should be recorded in the railway receipt.

10. In case of joint stations, the consignment should be dispatched to the auction centre of the railway on whose book the amount is outstanding.

11. In case of railway materials, a report along with a copy of invoice should be sent to DCM.

12. In case of jewellery, bullions and other valuable goods, the stationmaster should obtain instructions from sender. Articles should be kept under safe custody. A special report should also be sent to DCM / CCM for orders.
AUCTION SALES

1. Station masters have been empowered to dispose off lost property, unclaimed packages / consignments of value upto Rs. 5,000/- by public auction.

2. Consignments above Rs.5,000/- should be disposed off by authorized officers.

3. Unclaimed consignments are to be disposed off by parcel office / goods shed at their respective stations in public auction.

4. Consignments / packages, which are useful to departments, should be first offered to departments on valuation, duly collecting credit notes to the extent of value and when they are not required for their use a letter to this effect should be obtained.

5. Arms and ammunition, explosives and other dangerous goods, intoxicating drugs, opium, drugs etc., should be handed over to the concerned department viz. military, excise department etc.

6. A monthly programme of the auctions at various places should be drawn up and a public notification is to be issued through newspapers for the purpose of wide publicity.

7. Co-ordination with accounts branch to be maintained so that the auctions are held in the presence of representatives of the accounts department.

Procedure for conducting auction:

(a) Commercial inspector should ascertain the current market price of the articles.

(b) If the packages contain a copy of trade invoice, the price given therein can be adopted.

(c) In case of standard items of popular brand, market price can be obtained from the authorized distributors / whole sale dealers in local market.

(d) In respect of non-standard items, reasonable market price should be fixed keeping in view the rates in newspapers or rates to be ascertained from reputed manufacturers and merchants.

(e) While fixing the reserve price for articles in sound condition, reduction of about 20% of the verified market price of articles of almost similar nature should be allowed.

(f) If articles happen to be in damaged condition, a further reasonable reduction in reserve price consumerate with the condition of the article should be made.

(g) Commercial inspector should submit his proposal in regard to fixation of reserve price of the articles to be sold in public auction. The concerned authorized officer to conduct auction will finally fix the reserve price.

(h) The fixation of the reserve price should be done well before the date of auction and information about the reserve price should be kept confidential.

(i) In respect of machines, electrical goods, scientific instruments, sophisticated imported articles etc assistance from technical officers / staff of railways should be taken in fixing the reserve price.

(j) In case of goods of special nature, the value of which cannot be easily determined, opinion of an out side expert may be sought if railway administration considers such a step is necessary.
(k) The competent authority may sanction the expenditure on outside expert’s opinion.

(l) In disposing the articles in auction, care should be taken to observe whether any ban is restrictions are imposed by the local authorities of the state / central governments on the sale of the commodity as well as any regulations regarding control prices etc.

(m) The notice of auction sales should indicate brief description of the articles proposed to be sold by public auction. The description of costlier and imported articles should be in greater details.

(n) The sale list should contain the full description including weight of the articles put to auction and bear signatures of the official conducting the auction.

(o) Before starting proceedings, names and addresses of every bidder should be noted on a sheet of paper. Bid sheets of auction should be preserved for record. The names, addresses and signatures of three highest bidders should be obtained and kept on record.

(p) In case the reserve price of any article is not bid in first and second auctions, the officer authorized to conduct the auction could be empowered to dispose of a particular article at a price upto 20 % below the reserve price.

(q) If it so happens that the bid even upto 20 % below the reserve price is not obtained, in such exceptional cases, articles could be sold in auction even at a lower price with the approval of the commercial officer at the appropriate level.

(r) All papers relating to fixation of reserve price, sale list and bid sheets should be kept in safe custody by the staff concerned.

(s) No articles / consignment should be disposed off by accepting tenders without conduction public auction.
RESPONSIBILITY OF RAILWAYS AS COMMON CARRIERS

Prior to 1962, railways responsibility in carrying the goods was that of bailee. From 1.1.1962, railways has taken greater responsibility in carrying the goods under common carrier liability.

Bailee’s responsibility:

A bailee is a caretaker or custodian. The responsibility of bailee is defined in Indian Contract Act, 1872, under Sections 151, 152 and 161.

Section 151: The bailee is bound to take reasonable care, as an ordinary man would generally take care of his own goods.

Section 152: The bailee is not responsible for loss, damage, destruction, deterioration and non-delivery of goods, if he takes due care of the goods as defined in section 151.

Section 161: The Bailee is responsible for loss, damage, destruction, deterioration and non-delivery of goods, if he has not taken due care as per section 151.

Common Carrier:

Means one who provides all reasonable facilities to carry the goods and animals. He works within the framework of rules, procedures and conditions. He will not resort to pick and choose tactics like public carrier.

- So long as the trader offers payment and the common carrier has the facilities to transport the traffic, he cannot refuse to accept the traffic for transport.
- A bailee is responsible only when the goods entrusted to him are lost or damaged due to his fault or negligence.
- A common carrier on the other hand, takes upon him the responsibility of safe delivery of the goods. His responsibility is that of an insurer.
- The responsibility of railways as common carriers is during the period of transit only. After termination of transit the responsibility is that of a bailee, for a period of 7 days, in case of general goods.
- In case of Explosives and other dangerous goods, perishables, livestock and offensive goods, there is no bailee’s responsibility.
- Liability; means the responsibility of the railways after accepting the goods till the same are handed over to owner or consignee. The circumstances, conditions or to what extent railway is responsible for the goods offered to it, is defined in sections 93 to 110 of Railways Act, 1989.

Some of the terms used in these sections:

Act of God:
Means an event which happens as natural calamity such as cyclones, earthquakes, floods etc., It is not connected with human activity. It is an unforeseen, unimaginable, unpredictable and uncontrollable incident.

Loss:
Loss includes all the cases where the goods are not forthcoming.

Damage:
It may be by wet or due to defective packing or improper packing.
Destruction of Goods:
    Means when the entire goods or part of them got burnt by fire and the remaining may be available.

Deterioration:
    A physical change in the condition of the consignment where the value of the consignment has gone down.

Non-Delivery:
    Means failure to deliver for some reason or other, it may be due to negligence of staff or otherwise.

Transit:
    Transit commences as soon as the loading is started or railway receipt is issued, which ever is earlier. Transit terminates when goods are to be unloaded by consignee
    - If unloading of the wagon is completed within free time, transit terminates upon the expiry of free time for removal.
    - If the unloading of the wagon is not completed with in free time, transit terminates upon the expiry of free time for unloading.

Section 93: General Responsibility of Railways

Railway is responsible as carriers except in case where loss, damage, destruction, deterioration and non-delivery is attributed to the act of god, act of war, act of public enemies, arrest, restrain by law, orders of central or state government, act of negligence or omission by the consignor or his authorized agent, natural deterioration or wastage or inherent defect of goods, latent defects, fire, explosion or any unforeseen circumstances. Railways must further prove that it has taken reasonable foresight and care in the carriage of goods.

Section 94: Sidings

In case of loading at sidings the railways is responsible for loss, damage, destruction, deterioration and non-delivery of goods from the time it has taken over the goods from the siding owner at inter change point and railway administration is informed in writing.

In case of delivery of goods at siding, railways is responsible for loss, damage, destruction, deterioration and non-delivery of goods till it has handed over to the siding owner at the interchange point and siding authorities were informed in writing.

Section 95: Delay in transit

Railways are responsible for loss, damage, destruction, deterioration and non-delivery of goods due to delay in transit because of its negligence or misconduct.

Section 96: Consignment carried on foreign railways

Section 97: Goods carried at owner’s risk rate
    1. Railways are not responsible for loss, damage, destruction, deterioration and non- delivery of goods in transit at owner’s risk rate.
    2. If the loss etc. is due to the negligence / misconduct of railway staff, railways is responsible for loss damage, destruction, deterioration and non-delivery of goods
    3. When railways fails to give correct reason for the loss, damage, destruction, deterioration and non-delivery of goods. It is the responsibility of owner to prove that railways are at fault. Burden of proof lies with the owner. However railways should disclose how the goods are dealt with, when the goods are in the custody of railways.
Section 98: Defective packing condition

1. Railways are not responsible for loss, damage, destruction and non-delivery of goods offered in defective packing condition/improperly packed
2. Railways should prove that the loss, damage, destruction, deterioration and non-delivery of goods is due to defective/improper packing condition.
3. Railways should also explain what extra precautions the Railways have taken in case of carriage of defectively packed goods.

Section 99: Responsibility after termination of transit

1. Railways is responsible as bailee for the period of 7 days after the termination of transit
2. It does not assume even bailee’s responsibility for goods booked at owners risk rate except upon proof of negligence of railways.
3. Railways shall not be responsible for loss, damage, destruction, deterioration and non-delivery of goods for any consignment, after the expiry of a period of 7 days after the termination of transit.

Section 100: Luggage

1. Railway is responsible for loss, damage, destruction, deterioration and non-delivery of goods carried in brake van.
2. Railways is not responsible for loss, damage, destruction, deterioration and non-delivery of goods booked with owner, unless it is proved that it is due to the negligence of railways.

Section 101: Live stock (Animals)

Railway is not responsible for loss or injury to any animals due to fright (fear), restiveness of the animals or due to overloading of animals.

Section 102: Exoneration from responsibility

Railways is not responsible for loss, damage, destruction, deterioration, and non-delivery of goods due to mis-declaration or frauds practiced by the customers, improper loading or unloading by consignor/consignee, riot, civil commotion, strike, lockout or loss of particular market.

Section 103: Monetary liability of railways

The amount of liability of railways for the loss, damage, destruction, deterioration and non-delivery of goods shall not exceed the amount calculated with reference to the weight of the consignment as prescribed. For goods and parcels Rs.50/- per kilogram or part of kilogram, luggage Rs.100/- per kilogram or part of a kilogram.

When the value of the consignment is declared and percentage charges on excess value are paid, the amount of liability shall not exceed the declared value.
For the articles given in Schedule II declaration of the value of the consignment and payment of PCEV is compulsory.

Section 104: Goods carried in open wagons instead of covered wagons

Goods may be carried in open wagons instead of covered wagons with the consent of the owner for loss, damage, destruction, deterioration and non-delivery in such cases; the responsibility is equally shared between railways and owner.
Section 105: Right to check contents

When value of the consignment is declared under sec 103, Railway administration may make it a condition of carrying such consignment on examination and satisfy or otherwise that the consignment tendered for carriage contains the articles declared.

Section 106: Notice of claim for compensation

Railway is not responsible, if the claim for compensation is made after 6 months from the date of booking.

Section 107: Application for compensation

An application for compensation for loss, damage, destruction, deterioration or non-delivery of goods shall be filed against the railway administration on whom the notice has been served as per section 106.

Section 108: Person entitled to claim compensation

If railway pays compensation to the consignee producing the railway receipt, railways shall be deemed to have discharged its liability, even though the consignee was not legally entitled to receive the compensation.

Section 109: Application for compensation for personal injury

Application for compensation for personal injury shall be made before the claims tribunal of (a). Originating Railway, (b). Destination Railway or (c). The Railway where the loss occurred.

Section 110: Burden of proof

In case of claims for compensation for loss, damage, destruction, deterioration and non-delivery of goods the burden of proving monetary loss actually sustained or the declared value of the goods as its true value lies with the owner.

Section 111: Liability of Railways in case of accidents at sea

When a Railway administration contracts to carry passengers or goods partly by railway and partly by sea, for any loss of life, personal injury or loss or damage to goods which may happen during the carriage by sea, it would be responsible under the Merchant Shipping Act 1958.

The burden of proving that any such loss etc. happened during the carriage by sea shall lie on the railway administration.

Section 112: Power to make rules

The Central Govt. may by notification make rules to any of the following matters namely

- The manner of packing of goods under sec 98
- The goods for the purpose of sub sec 3 of sec 99
- The maximum amount payable by the Railway administration for the loss etc under sec 103
REVISED LIBERALIZED SIDING POLICY

2.1 Nodal agency: In order to provide a single window service to customers, Board has decided that Chief Traffic Planning Manager (CPTM) at the zonal level should be nominated as the Nodal Officer for all siding matters throughout the construction stage and signing of the agreement. As soon as the siding is notified for commissioning, CCM (FM) will take over as nodal officer. In absence of post of CPTM and CCM (FM), Dy.COM (Plg.) and Dy.CCM(FM) will be nominated as the nodal officer.

In Board’s office, EDCE(G) will be the nodal officer during construction stage. Executive Director (Freight Marketing would be the nodal officer both prior to construction and also after the siding is notified for commercial operation).

2.2 Time Frame: Complaints have been received from users that the whole process of survey, approval of plan and final inspection etc, takes a lot of time. It has been decided that Railways should observe a time frame for processing proposals as follows:

(i) Six months to one year depending on the size of the project, where survey is done by Railway and work is executed under Railways supervision.

(ii) When survey is done by empanelled consultant and work is supervised by them, conceptual Plan should be approved within two months and final approval within four months of submission of detailed project report.

2.3 Reduction in Overhead Charges: There have been representations from users that various fees and charges payable by a party wanting to set up a siding are quite high and may be reduced. Based on a critical review of these charges by ED’s Committee, following charges has been agreed to:

<table>
<thead>
<tr>
<th>Execution Agency</th>
<th>Item</th>
<th>Existing charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Railway</td>
<td>Gen. charges</td>
<td>10%</td>
</tr>
<tr>
<td>Party</td>
<td>Gen. charges</td>
<td>5%</td>
</tr>
<tr>
<td>2 Railways</td>
<td>Deptt. charges</td>
<td>5%</td>
</tr>
<tr>
<td>Party</td>
<td>Deptt. charges</td>
<td>2.5%</td>
</tr>
<tr>
<td>3 Railway</td>
<td>Contingency</td>
<td>1%</td>
</tr>
<tr>
<td>Party</td>
<td>Contingency</td>
<td>1%</td>
</tr>
<tr>
<td>4 Railway</td>
<td>Supervision of OHE and S&amp;T</td>
<td>5%</td>
</tr>
</tbody>
</table>

3 Capital Cost:
3.1 The siding owner shall bear the capital cost of the siding from the take-off point at the serving station including OHE.

3.2 The capital cost of all traffic facilities such as ‘Y’ connection, additional lines at the serving station, crossing stations, patch doubling of the section etc. shall be fully borne by the railways. The distance for charging of tariff, for each ‘Y’ connection shall, however be inflated/increased by 5 (five) kilometres. However, the capital cost for augmenting the facilities, within the premises of siding owner shall be borne by the siding owner.

3.3 Cost of Gauge Conversion: Siding owners have been representing that gauge conversion is railways operational requirement and, therefore, its cost should be borne by the Railways. The matter has been considered and it has been decided that this cost should be shared with the party in terms of paras 1822-1826 of the Engineering Code, provided the investment made by the Railways is financially viable with a minimum ROR at 14% vis-a-vis traffic, offering by the siding in the last 24 months. Where it is not financially justified, the siding owners will bear the full cost or the siding will be closed.
Guidelines for cost sharing for new as well as old sidings: Some other decisions taken by the Board are indicated below separately for new as well as existing siding:-

4.1 Electrification cost:

<table>
<thead>
<tr>
<th>New Siding</th>
<th>Existing Siding</th>
</tr>
</thead>
<tbody>
<tr>
<td>For a new siding in the electrified territory or the territory approved for electrification, the capital cost of OHE should be borne by the siding owner. This will also apply to the Military sidings.</td>
<td>It has also been decided to electrify diesel sidings located on electrified sections at Railways cost, where heavy detentions occur and a prescribed number of rakes are handled per month. Detailed guidelines in this regard are being formulated and will be issued separately.</td>
</tr>
</tbody>
</table>

4.2 Maintenance cost (Civil Engg.)

<table>
<thead>
<tr>
<th>New Siding</th>
<th>Existing Siding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance shall be got done by the party at his own cost. However, it has been decided that railways would not charge “Inspection Charges”</td>
<td>The existing practice of siding owners getting the maintenance done at their own cost shall continue. However, it has been decided that railways would not charge” Inspection charges”. Wherever track maintenance is being done by railways at the cost of siding owner, the party will continue to bear this cost.</td>
</tr>
</tbody>
</table>

4.3 Maintenance of OHE(Both new & existing siding:

It has been decided that OHE maintenance cost for existing as well as new sidings will be borne by the Railways. Necessary amendment in the existing instructions as well as correction to para 1826-E will be issued separately.

4.4 Maintenance cost (Civil Engg.)

<table>
<thead>
<tr>
<th>New Siding</th>
<th>Existing Siding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normally no C&amp;W facility should be developed inside the plant/yard. However, in exceptional cases, if an operational ground it becomes necessary to develop the facility inside the siding then capital cost on one time basis may be borne by the party. Running repairs and staff cost in all cases should , however, be borne by the Railway. Only in case of POL and other hazardous materials, some facilities exclusive to those commodities such as permanent catwalks, steam cleaning and flame proof lighting may be developed at party’s cost in the Railway yard.</td>
<td>As per existing instructions regular facilities for C&amp;W examination should be planned only if the level of loading/unloading is expected to be 2 or more rakes per day. The apportionment of the cost should be done as per Board’s letter No.84/WI/SP/24 dated 28.01.1985 except for sidings dealing in POL and other hazardous goods. In case of sidings other than POL, C&amp;W cost is to be borne by the Railways as per above-mentioned letter. (Copy enclosed)</td>
</tr>
</tbody>
</table>

4.5 Cost of Railway Staff:

4.6 In all private sidings other than Engine on Load only, barring the cost of one commercial staff per shift, Railways will bear the cost of all other Railway staff. The cost of all staff at engine on Load (EOL) sidings will be borne by the Railways.
Revival of Assisted Sidings:

(A) It has been decided to revive the concept of Assisted Sidings. Under this concept Railways shall share the cost of a new railway siding if the industry comes up with a long-term commitment of traffic for 10 years or more, commensurate with the investment of Railways. Detailed instructions in this regard are being issued separately.

(i) Under this arrangement, Siding owners will be required to bear the cost of the land, earthwork, sub-structure of the track, ballast, buildings outside the premises of the siding owner.

(ii) The cost of the removable super structure including track, sleepers, fastenings girders of bridges, points & crossings, fencing, signalling and interlocking appliances, machineries of any kind and the over head electrical equipment shall be borne the railways, outside the premises of the siding owner.

(iii) Entire cost of the siding within the applicants (siding owner) premises shall be borne by the siding owner.

7 The standard siding agreement is being modified accordingly and will be issued separately.
FREIGHT INCENTIVE SCHEMES AND TRANSPORTATION PRODUCTS

Following comprehensive guidelines for various Freight Incentive Schemes & Transportation Products are introduced.

Introduction:

Main objective of the Freight Incentive Scheme is to generate additional traffic volumes and additional revenues. Grant of freight concessions should, therefore, serve this very objective. A close watch needs to be kept to ensure that this objective is being served.

The following traffic are excluded from all FIS
- Coal and all its variants including washed and imported coal.
- Coke and all its varieties including metallurgical, petroleum and imported coke.
- Iron Ore
- POL
- Traffic moving in privately owned wagons (including OIWS and WIS/LWIS wagons) such as cement in bulk in loose, food grains in bulk in loose, caustic soda, LPG, ammonia, Phosphoric acid etc. availing freight concession under any other scheme.
- Traffic loaded in ports.
- Container Traffic.
- Military Traffic.
- RMC
- Short lead traffic of 100 kilometers.
- Marine Gypsum

Definitions:
Key Terms used in these policy guidelines have been defined in the following Section for precise interpretation and elimination of ambiguities. Field functionaries should interpret them exactly as defined.

Benchmark NTKMs: It refers to average NTKM in the corresponding period (month, year) of the previous two years from the same terminal. However NTKMs for the leads of less than 100 kms will not be included in the bench march.

Block Rake: It is a train carrying wagons for a single destination. The number of wagons constituting a Block Rake for different types of wagons is notified by Railway Board.

Concurrent Freight Concession:

1. Freight concession under TIELS and Liberalized siding rules will be permitted concurrently with concessions under this scheme.

2. Apart from TIELS and Liberalized siding Rules benefits of freight concessions under a particular scheme cannot be taken concurrently with benefits under any other freight incentive scheme or freight concession under any other policy unless explicitly permitted under the relevant scheme or policy.

3. Concurrent concessions will be given one after the other on the reduced NTR. Levy of charges on NTR such as Development charge, Terminal charge etc will be levied on the original NTR without any concession.
**Covered Wagons:** This term refers to BCX, BCXN, BCN, BCNA, BCNAHS, BCNHL and equivalent wagons. It does not include tank wagons.

**Divisional Empowered Committee (DEC):** It comprises of a Senior Commercial Inspector and a Traveling Inspector of Accounts nominated by the DRM in consultation with Dy.CAO Traffic for each division of the Zone. It is the final authority at the Divisional level to vet all data furnished by the customers. In case of number of customers is more and it is so required, more than one committee can be formed by DRM.

**Flat Wagons:** This term refers to BRN, BRNA, BFR, BRH, BRS, BFNS and equivalent wagons.

**Floor Rate:** This refers to the minimum chargeable freight payable after granting all the concurrent concessions, under any Freight Incentive Scheme.

**Freight Concession:** This is a generic term indicating a rate lower than the normal tariff rate without being specific about it being a Freight Discount or Freight Rebate. All freight concessions will be granted by the loading Division irrespective of whether the traffic is paid or to-pay.

**Freight Discount:** This refers to an upfront discount on the normal tariff rate at the time of booking of traffic at the terminal.

**Freight Earning:** It refers to the net revenue realized by railway from a customer for transportation of cargo by way of freight charges including surcharges or other charges, if any.

**Freight Incentive Schemes:** Following Schemes are included in this category.
- (a) Incentive Scheme for Loading Bagged Consignments in Open and Flat Wagons
- (b) Incentive Scheme for Traditional Empty Flow Direction.
- (c) Incentive Scheme for Freight Forwarders.
- (d) Incentive Scheme for Incremental Traffic.

**Freight Rebate:** This refers to a freight concession granted by way of a refund based on fulfillment of certain agreed performance parameters over a period of time. Traffic is booked at the terminals at normal tariff rate and refund by way of rebate is paid in lump sum.

**Full Rake Terminal:** This refers to Terminals notified by Zonal Railways as full rake handling point.

**Half Rake Terminal:** This refers to Terminals notified by Zonal Railways as half rake handling point.

**Incentive:** It is the benefit in freight charges or any other additional facility being granted to rail user under a particular scheme.

**Incremental NTKMs:** It is the NTKMs earned over and above the average NTKMs in the corresponding period (month, year) of the two previous corresponding months/years.

**Lead Restriction:** This specifies restrictions by way of minimum lead for traffic to be eligible under an Incentive Scheme.

**Mini Rake:** This is a short rake composed of lesser number of wagons than specified for a Block Rake.

**Multi Point Rake:** This is a train carrying wagons destined to more than two destinations.
**New Traffic:** It refers to the traffic loaded by a customer in the current year from a terminal provided that this customer had not loaded the same commodity from the same terminal in the each of the two previous years.

**NTKMs:** This refers to net tonne kilometers: for each rake loaded, the figure of NTKMs will be arrived at by multiplying the net tonnage charged (as per the RR) with the chargeable distance in KMs. The figure for any period will be some total of NTKMs of all rakes loaded during that period.

**Normal Tariff Rate (NTR):** It refers to the total charges for transport for a commodity inclusive of the base freight rate as published in Goods Tariff plus Demand Management Charges like Busy Season charge, Congestion charge, and Supplementary charge as applicable on various transportation products. Other charges like Development Charge, Punitive Charges for Overloading, Penal Charges for Misdeclaration will be levied on NTR. Similarly, freight concessions (discount/rebate) will also be granted on NTR.

**Open Wagons:** It includes BOXN, BOXNHS, BOXNHA, BOXNCR, BOXNEL, BOXNHL, BOST, BOX and equivalent wagons. This does not include hopper wagons.

**Permitted Terminal:** This identifies the type of Terminal, traffic at which is eligible for a particular Incentive Scheme.

**Permitted Wagon:** This specifies the types of wagons, traffic in which is eligible under an Incentive Scheme.

**Restricted Commodities:** This refers to specific commodities excluded from being eligible for a particular Incentive Scheme.

**Terminal:** It refers to a private siding, assisted siding, railway siding, port or a goods shed where cargo is loaded or unloaded but does not include an Inland container depot or Port.

**Traditional Inter Zonal Empty Flow Directions:** These are Inter Zonal traffic movement streams comprising predominantly of empty wagons. Railway Board notifies these streams/directions for specific wagon types.

**Traditional Intra Zonal Empty Flow Directions:** These are Intra Zonal traffic movement streams comprising predominantly of empty wagons. Railway Board notifies these streams/directions for specific wagon types based on proposals received from Zonal Railways.

**Transport Products:** These are various transportation options differentiated primarily by the volume of traffic and include following services.
- (a) Block rake
- (b) Mini Rake
- (c) Two point Rake
- (d) Multi Point Rake
- (e) Two and Multi Point Rake (Other than Covered Wagons)
- (f) Rake from Two Originating Terminals
- (g) Rake from Two Originating Terminals (Other than Covered wagons)

The provisions of these products mentioned in these instructions will be automatically applicable depending upon the type of service a customer chooses.

**Two Point Rake:** This is a freight train carrying wagon destined for two terminals.

**Year:** Period from 1st January to 31st December of the same year.
**Processing Procedure**

A customer will be able to participate in any of the Freight Incentive Scheme only if he specifically applies for the same except for those schemes explicitly mention that such an application is not required. The detailed procedure for processing a proposal received from a customer regarding any of the freight incentive schemes is given below. However, if a specific Scheme prescribes an alternate procedure, the same will apply to that specific Scheme

1. Customers will apply to the Divisional Railway Manager of the concerned Division for grant of benefits under the specific Freight Incentive Scheme they wish to participate in.

2. These applications will include details as applicable in respect of their monthly NTKMs for two previous years say, from 1st January, 2008 to 30th September, 2009. Figures for the 3 months period from 1st October, 2009 to 31st December, 2009 should be furnished subsequently on completion of the period. The application should also indicate the type of wagons used in case of Incentive scheme for Traditional Empty Flow Direction. The application should be supported by the documents duly authenticated by the Station Manager/Chief Goods Supervisor of the concerned terminals.

3. The proposals will be passed on to the nominated DEC to verify the accuracy of the data furnished by the customer. The DEC role will be limited to merely verifying the data furnished by the customer by visiting the concerned siding or goods shed as the case may be.

4. The DEC must submit its report within fifteen days of receipt of the proposal from the division. In case of variation in figures between the applicant and Dec, those of the latte will prevail.

5. Proposals submitted by customers, duly vetted by the DEC, will be put up by (Senior) Divisional Commercial Manager to Divisional Railway Manager through (senior) Divisional Operations Manager for issue of an Authorization to the Goods Supervisor of the concerned terminal for maintaining necessary records and granting admissible freight Concessions. In case the customers application for participation in an Incentive Scheme is approved, then a Regret Letter will be issued.

6. Before issuing the notification authorizing grant of discounted freights to an applicant, Divisional Railway Manager must ensure that restrictions in respect of concurrent operation of the Freight Incentive Schemes as well as the conditions as specified in the relevant Scheme are complied with.

7. Freight concessions under these Incentive Schemes should generally be granted by means of discounted freight rate at the time of issue of Railway Receipt itself. Grant of freight rebate involving refunds after completion of the contract period should be adopted only if particular conditions of a case require it or if a Scheme explicitly prescribes it. However if a customer so desired he can specifically request for the concession to be given as a refund although the scheme permits discounts to be given at the time of issue of RR.

8. The Authorization or Regret Letter mentioned under Item (5) above must be issued to the Customer and Goods Supervisor of the concerned terminals with a copy to DEC and Dy.CAO/TA. If the destination terminal falls on a different Division a copy of the authorization should be sent to the concerned CCM and DRM.

9. For each customer who has been granted benefit under these schemes, commercial staff at the concerned terminal will maintain detailed account of NTKMs earned both for the current period and average NTKMs of corresponding periods of two previous years.
Commercial staff at the concerned terminal will issue a message to the concerned (Senior) Divisional Commercial Manager and Dy. FA&CAO/TA as soon as a customer becomes eligible for freight concession advising start of grant of discounted freight. On receipt of such a message the DEC will be instructed to visit the concerned terminal for post check of fulfillment of conditions for grant of discounted freight. Grant of discounted freight rate will start as soon as the qualifying conditions are fulfilled without waiting for post check inspection by DEC.

FIS has been framed for universal applicability over all Zonal Railways and cannot take care of Specific peculiar requirements of a particular stream of traffic moving over individual Divisions/Zones. In case Division/Zone finds that there is adequate justification for freight concessions for such type of traffic which are not covered under any of the FIS, then detailed proposals for freight concessions (1) beyond the powers delegated to DRMs (2) new streams of traffic (3) traffic excluded from the purview of FIS etc. should be forwarded to Railway Board for consideration with approval of COM, CCM, concurrence of FA & CAO and personal approval of GM. Proposals not complying with this procedure will not be processed at the Board.

**Incentive Scheme for Loading Bagged Consignments in Open & flat Wagons:**

**Objective:**

Normally, bagged consignments take a longer time to load in Open and Flat wagons and also need to be covered with tarpaulins. In addition to above, in some cases their loadability is also less. This Scheme aims to facilitate such loading.

**Incentive:**

Following freight discounts will be granted on NTR for loading bagged consignments in open and flat Wagons.

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Discount Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>All types of fertilizers (except rock phosphate), bentonite powder, cement, china clay, DOC, Food grains, Lead/ zinc concentrate, quick lime, soap stone powder, caustic soda, hydrated lime, soda ash, chalk powder, calcite powder, calcinated bauxite and marble chips.</td>
<td>20</td>
</tr>
<tr>
<td>Fly Ash, Urea</td>
<td>30</td>
</tr>
</tbody>
</table>

**Floor Rates:**

Minimum chargeable Freight after all the concessions should not be less than Class LR-1.

**Permitted Terminals:** All

**Restricted Commodities:** Other than those mentioned above.

**Lead Restriction:** Not less than or equal to 100 kms.

**Permitted Wagons:** Open and Flat wagons

**Concurrent Freight Concessions:**

Freight concession under following schemes will be permitted concurrently with concessions under this scheme:

(i) 6% Concession to and from North East
(ii) TIELS and liberalized siding rules.
(iii) Incentive Scheme for Traditional Empty Flow Direction
(iv) Incentive Scheme for Incremental Traffic.

Concurrent concessions will be given one after the other on the discounted NTR.
Processing Procedure:
A customer need not apply for grant of incentive under this Scheme. Railways will give applicable freight discount on compliance of provisions of this scheme.

Conditions:
1. Commodities should be loaded in standard size of bag up to a maximum of 100 kgs.
2. Tarpaulins, if any, for covering the wagons should be provided by the consignors at their own cost.
3. Consignors will be required to furnish an undertaking on the forwarding note giving their consent for loading in wagons and to the effect that they would bear full risk for damage/pilferage of the consignments.
4. Supply of wagons for loading under the Scheme will be subject to operational feasibility.

Incentive Scheme for Traditional Empty Flow Directions:

Objective:
The main objective of this policy is to generate additional traffic from sidings and goods sheds for loading in Inter-Zonal and Intra-Zonal Traditional Empty Flow Direction across which traffic movement traditionally comprises predominantly of empty wagons in order to achieve improved utilization of the rolling stock.

Traditional Empty Flow Directions:
Notified Inter Zonal Traditional empty flow direction is enclosed in Annexure I. Intra Zonal Traditional empty flow direction is enclosed in Annexure II. Zonal Railways is empowered to notify additional Intra Zonal empty flow directions with the personal approval of GM in consultation with Traffic Transportation Directorate of Board.

Incentive:
Slabs of Freight discount of NTR for traffic loaded in the notified Traditional Empty Flow Directions are as under:

<table>
<thead>
<tr>
<th>Distance slabs for TEFD</th>
<th>All Terminals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead ≤ 500 kms.</td>
<td>NIL</td>
</tr>
<tr>
<td>Lead more than 500 kms and upto 600 kms</td>
<td>10</td>
</tr>
<tr>
<td>Lead more than 600 kms and upto 700 kms</td>
<td>20</td>
</tr>
<tr>
<td>Lead more than 700 kms and upto 900 kms</td>
<td>30</td>
</tr>
<tr>
<td>Lead more than 900 kms and upto 1200 kms</td>
<td>35</td>
</tr>
<tr>
<td>Lead more than 1200 kms</td>
<td>40</td>
</tr>
</tbody>
</table>

Note: The net freight for distances falling in the higher slabs should not be less than the net freight for the maximum distances in the lower slabs.

Floor Rates:
Minimum chargeable Freight after all concessions should not be less than NTR of Class LR-1.

Benchmark:
NTKMs performance of the average corresponding month for the two previous years for the same commodity from the same terminal. At the time of application customer will submit the details of NTKM of previous two years indicating the information of 12 months of I Year and 9 months of II Year. The details of remaining 3 months of the II year will be furnished within 3 months from the date of operation.
**Example:** If a customer applies for concession from 1st September 2010 to 31st August 2011, NTKM performance of the average of corresponding month of the years starting from 1st September 2008 to 31st August 2009 and 1st September 2009 and 31st August 2010 will be taken. Customer will furnish the information for the period from 1st September, 2008 to 31st May 2010 at the time of application and information for the period from 1st June 2010 to 31st August will be furnished within 3 months from the date of application.

For calculating the benchmark, only traffic for more than 100 kms will be considered. However, concession will be available only for traffic having a lead of more than 500 kms after the monthly benchmark has been crossed.

(ii) Rake, on the loading of which the benchmark NTKM has been crossed, will not be eligible for concession. Customer will start getting concession from the next rake onwards.

**Example:** A customer’s benchmark NTKMs on the basis of his average for a particular month over last two years is 1000. Suppose after completing 8th rake his cumulative NTKMs is 910. In the 9th rake he earns 100 NTKMs. Therefore, after completing 9th rake his cumulative NTKM becomes 1010. Then in that case he will start getting rebate from the 10th rake onwards. Similar principle will be followed for other NTKMs slabs also.

**Permitted Terminals:**

**Restricted Commodities:** The following commodities are restricted in addition to those listed in 2 of introduction.

<table>
<thead>
<tr>
<th>Type of wagon</th>
<th>Private Siding</th>
<th>Goods shed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>All Ores and Minerals</td>
<td>All Ores and Minerals, salt</td>
</tr>
<tr>
<td>Covered</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Flat</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

**Lead Restriction:** Up to 500 Kms (≤ 500 kms)

**Permitted Wagons:** Covered (excluding tank wagons), Open (excluding hopper wagons) and Flat wagons

**Concurrent Freight Concessions:**

Freight concession under following schemes will be permitted concurrently with concessions under this scheme:

(i) 6% Concession to and from North East.

(ii) TIELS and liberalized siding rules.

(iii) Incentive Scheme for loading bagged commodities in Open and Flat wagons.

(iv) Incentive Scheme for Incremental Traffic.

Concurrent concessions will be given one after the other on the discounted freight.

**Conditions:**

1. New traffic which has not been loaded during each of the two previous years will not be eligible for these concessions.

2. This Scheme will be applied to each terminal separately and independently for customers operating from multiple terminals.

3. Concessions will be given at the stage of issue of RR itself on incremental NTKMs over the monthly benchmark.

4. Application for availing this discount will have to be finalized in 15 days at the Divisional level and 30 days at Zonal Level.
5. Concessions granted under this Scheme will always be for one year with prospective effect only and issue of notification. It shall start from the 1st of the Month only. For example if approval has been granted by the competent authority on 15th of August 2010 concession will be granted for one year w.e.f. 1st September, 2010 to 31st August, 2011.

6. Traffic booked under this scheme will not be rebooked or diverted normally. In case such traffic is to be rebooked or diverted then normal freight will be charged for the entire distance without any concession.

7. Performance for any one month (say November) will be compared to the average monthly performance of the same month (November) of two previous years independent of the performance during other months of the current year.

8. For subsequent years the time schedule as above should be followed.

9. Customers already availing freight concessions under the existing incentive scheme for Traditional Empty Flow Direction will continue as per the agreement entered into between the customer and Railways under the existing scheme.

**Incentive Scheme for Freight Forwarders:**

**Objective:**

The Scheme aims to facilitate cargo aggregation and thereby expand the commodity basket on Railways.

**Incentive:**

Cargo loaded in any wagon under this Scheme will be charged at the rates indicated below.

<table>
<thead>
<tr>
<th>No. of Wagons</th>
<th>Restriction</th>
<th>Freight Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual wagons loaded with a single commodity</td>
<td>Any number of wagons</td>
<td>None</td>
</tr>
<tr>
<td>Individual wagons loaded with two commodities</td>
<td>Any number of wagons</td>
<td>None</td>
</tr>
<tr>
<td>Individual wagons loaded with more than two commodities</td>
<td>Not more than 10 wagons</td>
<td>Restricted Commodities not permitted</td>
</tr>
</tbody>
</table>

**Floor Rates:** Minimum chargeable freight after all concessions should not be less than NTR of class LR-1.

**Permitted Terminals:** Goods Sheds.

**Restricted Commodities:**

The following commodities are also restricted in addition to those listed above. Wagons loaded with more than two commodities cannot contain any one of the following:

(i) All types of Ores and Minerals.
(ii) Cement
(iii) Food grains.
(iv) Fertilizers
(v) iron and Steel.

**Lead Restriction:** Minimum 700 Kms

**Permitted Wagons:** Covered, BOXN and Flat wagons
Concurrent Freight Concessions:

Freight concession under following schemes will be permitted concurrently with concessions under this scheme:
(i) 6% Concession to and from North East.
(ii) Incentive Scheme for Traditional Empty Flow Direction.
(iii) Incentive Scheme for Incremental Traffic.

Concurrent concessions will be given one after the other on the discounted NTR.

Processing Procedure:
A customer need not apply for grant of incentive under this scheme. Railways will give applicable incentive on compliance of provisions of this scheme.

Conditions:
1. Applicable only for freight forwarders who load in the same rake any of the following as mentioned in paras of incentives.
   (i) (c) along with (a)
   (ii) (c)along with (b)
   (iii) (c)along with (a) & (b)
2. Loading at the forwarding terminal and unloading at the destination terminal will be the responsibility of the Cargo Aggregators.
3. A wagon may be loaded with a single or multiple commodities.
4. Any number of wagons can be loaded with a single of two commodities.
5. Not more than 10 wagons can be loaded with more than two commodities.
6. Freight would be charged for each wagon in the rake for the notified Permissible Carrying Capacity of the wagon at the Class rake indicated in the above table.
7. These services will be run only on prepaid basis at Owners’ Risk. ‘Said to Contain’ Railway Receipts will be issued for ‘Self’.
8. All extant Commercial rules and regulations including those for free times and demurrage will apply.
9. In cases of incorrect declaration of description of commodity or any other misdeclaration for availing benefits under his scheme, only those multi commodities wagons of the rake will be charged at Class 200, which are found misdeclared. In case of wagons loaded with either single or two commodities the normal rule of misdeclaration shall apply.
10. The customers will have to pay all other applicable charges like busy season surcharge, terminal charges, development charges etc. over and above the freight rakes indicated above.
11. Supply of wagons for loading under the Scheme will be subject to operational feasibility.
12. Indent will be placed by the freight forwarder indicating the station from, station to, approximate indication of wagon-wise break-up of commodities along with names of consignors / consignees. However, at the time of loading a modified forwarding note will be submitted by the freight forwarder indicating the final status of station from, station to, wagon-wise break up of commodities along with names of consignors and consignees. This will be subject to the condition that in the modified forwarding note to be submitted at the time of loading, not more than 20% of the wagons for each commodity can be changed.
13. In notified empty flow direction, indent can be placed for less than standard rake size. Indent should be placed for a minimum of 20 wagons in case of covered and flat wagons and a minimum of 30 wagons in case of BOXN wagons.
14. for indent of less than rake size, supply of wagons will be made only for full rake. After loading, the entire rake will move carrying both the loaded and empty wagons. Block rake will not be split-up for loading this category of traffic.
**Incentive Scheme for Incremental Traffic:**

**Objective:**

This Scheme aims to generate additional business volumes.

**Incentive:**

Discounts in the freight rate (NTR) will be granted for the Incremental NTKMs at the time of issue of railway receipt itself. The percentage discount in freight rate would be as indicated in each slab of incremental NTKMs in the following table. Slabs of freight concessions are as under.

<table>
<thead>
<tr>
<th>Slabs of Incremental NTKMs</th>
<th>Percentage Discounts on Applicable Freight Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% &gt; Incremental NTKMs</td>
<td>NIL</td>
</tr>
<tr>
<td>20% &gt; Incremental NTKMs &gt; 10%</td>
<td>10% on the Increment beyond 10%</td>
</tr>
<tr>
<td>30% &gt; Incremental NTKMs &gt; 20%</td>
<td>(b) + 20% on the Increment beyond 20%</td>
</tr>
<tr>
<td>Incremental NTKMs &gt; 30%</td>
<td>(b) + (c) + 30% on the Increment beyond 30%</td>
</tr>
</tbody>
</table>

**Floor Rate:**

Minimum Chargeable Freight Class after all the concessions should not be less than NTR of Class LR – 1.

**Benchmark:**

1. Average annual NTKMs during two previous years. Benchmark for becoming eligible for discount will be 10% more than the average.

2. Rake on whose loading benchmark NTKM has been crossed will not be eligible for concession. Customer will start getting concession from the next rake onwards.

**Example:** A customer’s average NTKMs for last two years is 1000. In that case benchmark NTKMs will be 1100 (+10%). Suppose after completing 8th rake his cumulative NTKMs is 1010. In the 9th rake he earns 100 NTKMs. Therefore, after completing 9th rake his cumulative NTKM becomes 1110 (more than 10%). Then in that case he will start getting rebate from the 10th rake onwards. Similar principle will be followed for other NTKMs slabs also.

**Permitted Terminals:** All

**Restricted Commodities**

Commodities listed at para 2 of introduction.

**Lead Restriction:** Minimum 100 Kms.

**Permitted Wagons:** All types of wagons

**Seasonal Restriction:** Scheme available for one full year at a time.
**Concurrent Freight Concessions:**

Freight concession under following schemes will be permitted concurrently with concessions under this scheme:

(i) 6% Concession to and from North East.
(ii) TIELS and liberalized siding rules.
(iii) Incentive Scheme for loading bagged commodities in open and flat wagons.
(iv) Incentive Scheme for Traditional Empty Flow Direction.
(v) Incentive Scheme for Freight Forwarders.

Concurrent concessions will be given one after the other on the discounted NTR.

**Conditions:**

1. No freight concession will be admissible in case of new traffic.
2. This Scheme will be applied to each terminal separately and independently for customers operating from multiple terminals.
3. If a customer is dealing with more than one commodity at a single terminal for eg. (Cement and Clinker) then combined NTKMs from different commodities should be taken into consideration for deciding the eligibility under this Scheme.
4. NTKMs from a terminal to any number of destinations will be eligible under this scheme.
5. Concessions will be given at the stage of issue of RR itself on incremental NTKMs over the annual Bench mark. However, if incremental NTKMs have been loaded before issue of notification then freight rebate will be granted.
6. Customer should apply in the month from which he wishes to enter into the scheme with complete data for 2 years upto the previous month. For example customer wishing to enter under the scheme from 1.11.2010 to 31.10.2011 should apply latest by 30.11.2010.
7. Application for availing this discount will have to be finalized in 15 days at the Divisional level and in 30 days at Zonal Level.
8. Concessions granted under this Scheme will always be for one year.
9. Customers already availing freight concessions under he existing incentive scheme for Incremental Traffic will continue as per the agreement entered into between the customer and Railways under the existing scheme.
TRANSPORTATION PRODUCTS (TRAINLOAD CONDITIONS)

Railways offer transport services primarily in Block Rakes. In addition, several other transportation options differentiated by the volume of consignment at varying tariff rates are also available as described below. Traffic which is not covered under any of the transportation products mentioned below will be charged at wagon load rate.

All transportation products will be available subject to operating restrictions in force from time to time.

**Block rakes:**

Single point Block Rake with a wagon composition as notified by the Railway Board will be booked at Trainload Class rate in accordance with the conditions noted below.

**Conditions:**

1. Both the Originating and Destination terminal should be notified as either Full Rake Terminal or Half Rake Terminal.

2. The number of wagons indented must be for the applicable standard rake size of Block Rake. The present list is at Annexure III. For all other types of wagons not specified in the annexed statement, trainload rates will be granted subject to payload in the train being a minimum of 1400 tonnes.

3. If the number of fit wagons supplied by Railways is falling in the range given in Annexure III, the party will have to load all the wagons to avail train load rate benefit.

4. In cases where even the minimum number of wagons qualifying for Block Rake cannot be supplied by the Railway against trainload indent due to operating or any other constrains arising out of unforeseen circumstances in a specific instance such as accident, blockade etc., the rail user(s) shall not be penalized. In such cases also, the benefit of trainload rate can be extended. However, detailed reasons for non-supply of all the indented number of wagons constituting a block rake should be recorded by the concerned Station Manager / Yard Master, who in turn should get it confirmed in writing from at least a Gazetted Officer. The modalities for implementation of this instruction will be worked out jointly by Operating, Commercial and Accounts Department of the Railway depending on local conditions.

5. In cases where the load of block rake moving over a particular section is restricted below the minimum of the standard rake size due to operational constrains such as gradients, hauling capacity etc. then conditions stipulated at the bottom of Annexure III will apply regarding standard rake size.

6. In cases where rake is split up during transit due to gradient or other operational reasons but has fulfilled all other conditions for availing trainload rate at originating point, the trainload rate benefit shall be admissible.

7. Trainload rate benefit shall be extended to block rakes at the serving station by clubbing wagons loaded from more than one siding served by the same station or loaded partly from a siding and partly from the station serving that siding for a single destination.

8. Trainload benefit shall be extended to trains originating from one point and terminating at two points provided that the two points are either the serving station and its siding or two sidings of the same serving station, or two sidings notified as independent booking points but operationally branched out from the same station.
9. For rake loaded with two or more commodities, the required number of total wagons as per Annexure III should be loaded with. In case more than one commodity is loaded in a wagon, the freight will be charged at the highest class of goods which the wagon contains. The maximum number of commodities loaded in a wagon should not exceed two.

10. Indents for BCX/BCN/BCNHL groups of wagons will be treated as interchangeable for the purpose of supply of rakes. Trainload conditions will be applicable as per type of stock supplied. The customer must place an indent for 40 BCX / 42 BCN / 58 BCNHL wagons.

11. This product is applicable on all types of wagon and systems (BG, MG) subject to compliance of all conditions mentioned hereinabove.

12. The customer will have to pay all other applicable charges like busy season charge, terminal charge, congestion charge, development charge, etc.

**Mini Rake:**

Mini Rakes can be loaded at Trainload Class rate under the following conditions.

**Conditions:**
1. Mini rakes are permitted only in covered wagons.
2. Mini Rakes will have a minimum composition of twenty wagons.
3. Mini Rakes can be loaded to and from any notified full or half rake terminal.
4. Free time for loading/unloading of Mini Rakes will be 5 hours.
5. Mini Rakes can be loaded only for distances up to 400 kms.
6. Mini Rakes cannot be loaded with Coal, Ores and RMSP.
7. A Supplementary charge of 5% will be levied on base Freight Rates for Mini Rakes for the period October to June.

**Two Point Rake:**

Two Point Rakes can be loaded at Trainload Class rate under the following conditions.

**Conditions:**
1. This product is available only for Covered wagons for specific combinations notified by Railway Board.
2. Originating terminal should be a notified full or half rake terminal.
3. The current list of combination of destination terminals notified is given in Annexure IV.
4. A minimum of 10 wagons should be loaded for each destination.
5. The total number of wagons indented and loaded must conform to the Block Rake composition as notified for various types of wagon by the Railway Board.
6. A Supplementary charge of 5% will be levied on Base Freight Rates for two-point rake for the period October to June.
7. **Multi Point Rake:**

Multi Point Rakes can be loaded at Trainload Class rate under the following conditions.

**Conditions:**

1. This product is available only for Covered wagons for specific combinations notified by Railway Board from time to time.
2. Originating terminal should be a notified full or half rake terminal.
3. The combination of Multi Point destination terminals has been mentioned in Annexure V.
4. A minimum of 10 wagons should be loaded for each destination.
5. The total number of wagons indented and loaded must conform to the Block Rake composition as notified for various types of wagon by the Railway Board.
6. A Supplementary charge of 20% will be levied on Base Freight Rates for multi point rakes for the period October to June.

**Two and Multi Point Rake (Other Than Covered Wagons):**

Two and Multi Point Rakes for other than Covered wagons can be loaded at Trainload Class rate under the following conditions.

**Conditions:**

1. Originating terminal should be a notified full or half rake terminal.
2. Each destination terminal should be a notified full or half rake terminal.
3. Notified Two Point or Multi Point combinations for other than covered wagons are at Annexure-VI.
4. A minimum of 10 wagons should be loaded for each destination.
5. The total number of wagons indented and loaded must conform to the Block Rake composition as notified for various types of wagon by the Railway Board.
6. For the period October to June, a Supplementary charge of 5% on two point rakes and 20% on multi point rakes will be levied on Base Freight Rates.

**Rakes from Two Originating Terminals:**

Rakes from two Originating Terminals can be loaded at Trainload Class rate under the following conditions.

**Conditions:**

1. This product is available only for Covered wagons from notified specified terminals.
2. Two Point combination from which loading is permitted will be notified by the Zonal Railway concerned.
3. In case the two terminals are on different Railways, the Railway issuing notification will take recorded prior consent of the concerned Railway.
4. Each Originating terminal should be a notified full or half rake terminal.
5. The destination terminal should be a notified full or half rake terminal.
6. Loading of rakes from two terminals can be done only if the two loading terminals are less than 200 KM apart.
7. A minimum of 10 wagons should be loaded from each originating terminal.
8. The total number of wagons indented and loaded must conform to the Block Rake composition as notified for various types of wagon by the Railway Board.
9. The customer cannot cancel indent at one point after he has started loading at the other point. If he does so, the entire freight will be charged irrespective of loading only one portion of traffic.
10. For the period October to June, a Supplementary charge of 5% on two point rakes will be levied on Base Freight Rates.
Rakes from Two Originating Terminals (Other than Covered Wagons):

Rakes from two Originating Terminals in other than covered wagons can be loaded at Trainload Class rate under the following conditions.

Conditions:

1. Notified Two Point combinations from which loading is permitted, are at Annexure-VII.
2. Each originating terminal should be a notified full or half rake terminal.
3. The destination terminal should be a notified full or half rake terminal.
4. A minimum of 10 wagons should be loaded from each originating terminal.
5. The total number of wagons indented and loaded must conform to the Block Rake composition as notified for various types of wagon by the Railway Board.
6. The customer cannot cancel indent at one point after he has started loading at the other point. If he does so, the entire freight will be charged irrespective of loading only one portion of traffic.
7. For the period October to June, a Supplementary charge of 5% on these rakes will be levied on Base Freight Rates.
LEASING OF SLR / VP

(A) Category of trains:

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

(B) Categorization of services:

Categorization 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.

(C) Space to be leased out:

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

<table>
<thead>
<tr>
<th>Parcel Space</th>
<th>Minimum Space</th>
<th>Additional Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLR</td>
<td>One compartment of 4 T</td>
<td>Multiples of minimum space</td>
</tr>
<tr>
<td>Asst. Guard Cabin</td>
<td>Entire cabin of 1 T</td>
<td></td>
</tr>
<tr>
<td>Parcel Van</td>
<td>Entire van of 18 or 25 T</td>
<td></td>
</tr>
</tbody>
</table>

2. If more than 4 tonnes compartment of Brake vans (SLRs) are to be leased out on the same train, the Divisions may award the contracts through one tender for all the available compartments. Tender committee may award contracts for the compartments to the highest offers received (H-1, H-2 and so on ) provided the offers are above the prescribed minimum bench mark for accepting the offers for such leasing and difference between highest and lowest acceptable offer is less than 15%.

3. In case of mail / express and ordinary passenger trains running with 2 SLRs, from end to end, following space should be leased out:
   (i) Both 4T compartments in front SLR.
   (ii) One 4T compartment of rear SLR.
   (iii) The Asstt. Guard cabin of front SLR.
   The remaining second 4 Tonne compartment of rear SLR will not be leased and must be kept under Guard’s charge for loading of passengers’ luggage, perishables, newsprints etc. and for loading / unloading of parcels from intermediate stations.

4. In cases, where 3 or 4 SLRs are running by a Mail / Express train due to attachment of slip sectional coaches enroute, or bifurcation / amalgamation of rakes at intermediate stations, parcel space as detailed below should be leased out. All except one 4 Tonne compartment should be leased out from originating station of each link portion up to final destination of bifurcated / amalgamated portion respectively.

5. The above space should be leased out on through journey basis from the originating station it self up to the destination stations and should not be split up into different segments up to and beyond the bifurcation point.

6. In case of reversal of train at enroute station, one 4 Tonne compartment in front SLR and another 4 Tonne compartment in the rear SLR will be leased out.
7. Parcel space in a train may be leased out to more than one licensee on different days during the same week, in case single lease holder is not forthcoming. 'Security Deposit ' shall be collected from each lease holder as per laid down criteria.
8. Leasing of Parcel Vans will be on round trip basis by the owning railway of the train.
9. Leasing of Parcel Vans can be done even for those trains where SLRs have not been leased out.
10. Leasing of VPRs can be done only on round trip basis.

(D) **Duration of contract:**

1. There will be 5 types of lease, depending on the duration of the leasing contract. These are classified as follows:
   - Long term lease - 3 years.
   - Medium term lease - 2 years.
   - Short term lease - 1 year.
   - Temporary lease - for a period of 30 days at a time.
   - Day to day lease - for a maximum period of 10 days at a time.
2. While the first three types will be through tender, the last two types of lease will be on quotation basis.
3. In case no suitable bid is received even for short term leasing through open tender, quotations for temporary lease may be obtained. Temporary leasing may be done for a period of 30 days at a time. The maximum period for temporary leasing should not be more than 6 months. Before this, next open tender may be invited and finalized.
4. In case offers for even temporary leasing are not received then possibility of day to day leasing can be explored.
5. For each type of leasing, divisions / zonal railways shall enter into an agreement with the lease holder as per the standard format of agreement. Railway shall have the right to terminate the 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 by the lease holder. However, such instantaneous termination of contract by railway administration should be followed by a written intimation of breach of contract within 3 working days of termination.
6. Lease holder shall also have the right to terminate the agreement after serving 60 days notice to railway administration. However, lease holder shall not be allowed to terminate the contract before one year in case of any contract whether it is on short term or long term. In case he does so, his security deposit and registration fee shall be forfeited and he shall be debarred from entering into any tender for one year. But he shall be allowed to operate existing tender of other trains, if any.
7. (i):- Open tender for leasing of parcel space in Brake vans (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:-

<table>
<thead>
<tr>
<th>Offered Price</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. At prescribed reserve price or above the</td>
<td>Long Term Lease</td>
</tr>
<tr>
<td>prescribed reserve price</td>
<td>- 3 years.</td>
</tr>
<tr>
<td>2. 50% and above but less than 100% of the</td>
<td>Short Term Lease</td>
</tr>
<tr>
<td>prescribed reserve price</td>
<td>- 1 year.</td>
</tr>
</tbody>
</table>

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(ii):- The offered rates will be linked with the lease period.

(iii):- 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 Rajdhani parcel Service in scale “R”) for full leased capacity of that unit, which is to be leased out.

(iv):- The above provisions shall not be made applicable in case of leasing of SLR / AGC by Rajdhani Express trains, for which offers below 100% of reserve price will not be accepted.

(v):- The above provisions shall also not be made applicable in case of leasing of Parcel Vans. In case of leasing of Parcel Vans, the instructions contained in para 7.0 & 8.0 of Board’s letter No. 2006/TC(FM)/10/8 dated 13.03.2007 (Freight Marketing Circular No. 07 of 2007) shall continue. Parcel Vans shall only be leased out on long term contracts.

(vi):- 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.

8. Procedure for leasing of parcel space on temporary basis of 30 days at a time have been detailed under para (W) of these instructions.

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

E) Extension of Lease:

1. In case of expiry of contract period and non-finalization of new contract due to administrative delays, temporary extension can be permitted by the CCM only once, for a period of 3 months.

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

1. Parcel space in SLRs of passenger carrying trains should normally be leased out from train's originating station to its terminating station.

2. In cases where there is no offer from originating / intermediate stations of the railway after inviting open tender, divisions / zonal railways other than the originating railway can lease out parcel space from intermediate stations, provided that stoppage time of the train at that intermediate station is 10 minutes or more.

3. In such cases, prior consent / no objection certificate must be obtained from the division / zonal railway in whose jurisdiction the train's originating station is situated.

4. The concerned originating division / zonal railway must issue 'No Objection Certificate' (NOC) within a period of 15 (fifteen) days from the receipt of request from the intermediate division / zonal railway.

5. Order of priority for leasing of SLRs / Asstt. Guard cabin should be as follows Originating station to Destination station. Originating station to Intermediate station. Intermediate station to Destination station. Intermediate station to Intermediate station.

6. In case offers are received from more than 2 pairs of intermediate stations [Para (F) 5 (iv)], then the parcel space between that pair of stations whose offer is higher should be leased out.

7. In metropolitan cities served by more than one railway station, leasing will be permitted only at train's originating / terminating station. Leasing of SLR will not be permitted to / from any other intermediate station (short of originating / destination station) of suburban section of metropolitan cities.

8. In case of ordinary passenger trains, if there is no potential of leasing out parcel space from train's originating to terminating point, divisions / zonal railways may lease out parcel space between any two pair of stations.

9. Division / zonal railway which is leasing out parcel space will send prior intimation to all concerned before commencement of leasing contract.
10. In case of leasing of parcel space from a joint station, which is served by two or more divisions/zonal railways, the division/zonal railway over which the train is to run, will lease out parcel space. (For example, parcel space in a train, which originates from Nagpur and runs over SECR, will be leased out by South East Central Railway. Similarly, parcel space in a train, which originates from Nagpur and runs over CR, will be leased out by Central Railway).

(G) **Leasing of Parcel Vans from Intermediate stations:**

1. Normally leasing of Parcel Vans should be from end to end on return trip basis. Loading / Unloading may be permitted at all intermediate stations enroute having stoppages of 10 minutes or more.

2. However, leasing of Parcel Vans from intermediate station may be done in cases where there is no traffic offering from originating station, or when adequate room in the train composition permits attaching of extra leased Parcel Vans from an intermediate station.

3. Leasing of Parcel Vans should only be done to / from such intermediate stations where following conditions exist:
   - “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”.
   - Adequate time margin of at least 10 minutes is available for attaching/detaching of Parcel Vans.
   - Shunting facilities are available for attaching / detaching of Parcel Vans.
   - Attaching / detaching of Parcel Vans may also be permitted from adjacent yards as per operating convenience.

4. Leased Parcel Vans can also be shunted from one train to another provided following conditions are satisfied:
   - There is no room on direct trains from the originating to the destination station.
   - Minimum distance of 750 Kms is covered from lease originating station to the lease terminating station.
   - Shunting is carried out at station where adequate time margin of at least 10 minutes is available for attaching / detaching of Parcel Vans.
   - 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.
   - Only one such shunting operation is permissible.
   - The intermediate station where trains are changed must be on the same zonal railway which leases out the parcel vans, or is the inter change station of that zone with the adjoining zone.

5. Normally, no train service Parcel Vans should be attached by those trains in which round trip Parcel Vans have been leased. However, in case of seasonal / unexpected demand, which may require attachment of train service Parcel Vans the same may be permitted by the CCM.

6. After a leased Parcel Van has been placed for loading / unloading, the same must be completed within the free time allowed. In case a leased Parcel Van is detained beyond free time for loading / unloading, normal demurrage charges would be levied.

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

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

(I). Leasing of brake vans (SLRs) of ordinary passenger trains:

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

1. The leaseholder shall be permitted to load/unload the parcels from/to all intermediate stations coming in the way of the journey of that specific ordinary passenger train irrespective of the stoppage time of train at that station(s).
2. Loading / unloading of parcels at all stations will be carried out by leaseholder.

3. Apart from Parcels, even bulk commodities of freight traffic may also be permitted to be carried by the leased brake vans (SLRs) of ordinary passenger trains. Commodities would comprise of either bagged consignment (food grain, cement, fertilizer etc.) or packaged consignment. Loose consignments such as coal, sand etc. should not be permitted.

4. Lease holder will be liable to ensure that quantum of traffic for any one road side station is such that loading / unloading can be completed within the scheduled stoppage of the train.

5. Where ordinary passenger trains are running with single SLR, leasing of one 4 Tonne compartment may be done.

(J) Eligibility:

1. Any person or cargo operator or transporter having Indian citizenship, or any agency or company registered in India is eligible to participate in leasing tenders.

2. The applicant must be a registered lease holder on the division where the tender is floated.

3. In case the tender has been floated by zonal hqrs, then the applicant must be a registered lease holder at zonal hqrs. However, in case of tenders floated for leasing Parcel Vans (VPs) on round trip basis, registered leaseholders at both the originating as well as the destination stations of the train can participate in the tenders floated without any fresh registration.

4. The scheme for leasing of parcel space is not applicable from / to city booking agency or out agency.

(K) Registration of Lease Holders:

1. With a view to avoid counterfeit participants and fly-by-night operators, there is need to maintain an approved list of leaseholders at each division / zonal railway after scrutinizing credentials of each leaseholder.

2. Prospective lease holders will be required to get themselves registered with the railways in order to participate in leasing tenders. For the purpose of getting themselves registered they will be required to submit documents listed in Annexure - 1.

3. Registration will be done division - wise. In case a lease holder wishes to participate in tenders floated by different divisions then he must get himself registered separately in each division. In case a lease holder wishes to participate in tenders floated by zonal headquarters, then he must get himself registered separately at zonal headquarters. However, in case of tenders floated for leasing Parcel Vans (VPs) on roundtrip basis, registered leaseholders at both the originating as well as the destination stations of the train can participate in the tenders floated without any fresh registration.

4. For this purpose, the lease holder will submit his documents (as listed at Annexure - 1) to the division / zonal railway concerned. The division / zonal railway will duly verify the correctness of all details given in the relevant documents by deputing commercial inspectors to the business premises mentioned in the documents. Only after all documents have been verified for their authenticity, division / zonal railway will accept the applicant as a registered lease holder.

5. Normally a division / zonal railway should verify all relevant documents submitted by the lease holder within a period of one month of submission of application.

6. In case of non - submission of documents mentioned at Annexure - 1 or in case details provided by him are found to be incorrect, then the applicant will not be eligible for being registered as a lease holder.

7. After his documents have been verified, the lease holder will be asked to deposit the registration
fee for the category in which he seeks registration as detailed under para No. 10 below.
8. On payment of registration fee, the lease holder will be registered by the division / zonal railway concerned and a certificate to that effect will be issued by the Sr. DCM / DCM / Dy.CCM. Format of the Certificate of Registration is given at Annexure - 2.
9. Along with the Certificate of Registration lease holder will also be provided with a Photo Identity Card duly signed by the ACM.
10. There will be three categories of Registration, namely 'A', 'B', and 'C'. Details are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Registration Fee</th>
<th>Parcel space permissible</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Rs.50,000/-</td>
<td>Asst.Guard’s Cabins, SLRs and VPs</td>
</tr>
<tr>
<td>B</td>
<td>Rs.25,000/-</td>
<td>Asst. Guard’s Cabins &amp; SLRs</td>
</tr>
<tr>
<td>C</td>
<td>Rs.5,000/-</td>
<td>Asst. Guard’s Cabins</td>
</tr>
</tbody>
</table>

11. It is for the lease holder to decide which category he wishes to get himself registered depending on the type of lease he wishes to participate in.
12. Registration Fee will have to be deposited separately in each division. However a lease holder may get himself registered in separate categories on different divisions depending upon his requirement.
13. Registered lease holders will be eligible to participate in tenders on a particular division for the category he is registered in. (For example a lease holder registered in category 'C' can only participate in leasing tenders for the Asst t. Guard cabins).
14. Lease holders registered in category 'A' will be eligible to participate in all leasing tenders.
15. If the registration of a lease holder is cancelled as a punitive measure, either for reasons of repeated over loading or for repeated failure to start loading after award of contract, or for attempt to deliberately defraud railways or for repeated violation of any of the existing stipulations where cancellation of registration has been legislated as the penalty, then the entire registration fee would be forfeited. In addition to forfeiture of registration fee, all his existing leasing contracts being operated from that division would also be cancelled. In addition to cancellation, such a lease holder would be debarred from fresh registration for a period of 5 years.
16. Appeal against cancellation of registration will lie to CCM.
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 at item 15 above.
18. Before expiry of his registration on completion of 5 years, a lease holder may renew his registration by submitting fresh documents as listed at Annexure - 1, without payment of any additional registration fee. The registration fee deposited earlier will be carried forward.
19. The scheme of registration of lease holders will be a continuous process and open throughout the year. Any new entrant can get himself registered on a particular division at any time by submitting an application with relevant documents for verification, and thereafter paying the registration fee.
20. If a lease holder wishes to withdraw from the registration scheme his registration fee will be refunded in full, subject to clearance of all railway dues.
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 of registration fee along with application and has to enclose copy of FIR.
(L) Earnest Money:

1. With a view to ensure that there is no loss of earnings in case 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, it has been decided to revise the Earnest Money and “Security Deposit / Performance Guarantee”.

2. Each participant while submitting the tender shall be required to deposit “Earnest Money”. The revised ‘Earnest money’ for different types of leasing contracts shall be as under:-

<table>
<thead>
<tr>
<th>Parcel Space to be leased out</th>
<th>Earnest Money</th>
<th>Mode of deposit of Earnest Money</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Asst. Guard Space (AGC)</td>
<td>Rs.10,000/-</td>
<td>Banker Cheque or Bank Draft</td>
</tr>
<tr>
<td>2 One 4 Tonne compartment of Brake vans (SLR)</td>
<td>Rs.50,000/-</td>
<td></td>
</tr>
<tr>
<td>3 Parcel Vans (VP)</td>
<td>Rs.2 lakh</td>
<td></td>
</tr>
</tbody>
</table>

3. After finalization of contract, earnest money of unsuccessful bidders shall be refunded.

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

(M) Security Deposit:

1. The “Security Deposit/ Performance Guarantee” for different types of leasing contract shall be as under:-

<table>
<thead>
<tr>
<th>Parcel Space to be leased out</th>
<th>Security Deposit/ Performance Guarantee</th>
<th>Minimum Amount</th>
<th>Mode of Security deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Asst. Guard Space (AGC)</td>
<td>Amount equivalent to 5 days lumpsum leased freight (Accepted rates) of the leased parcel space</td>
<td>Rs.10,000/-</td>
<td>In cash</td>
</tr>
<tr>
<td>2 One 4 Tonne compartment of Brake vans (SLR)</td>
<td></td>
<td>Rs.50,000/-</td>
<td>In Cash</td>
</tr>
<tr>
<td>3 Parcel Vans (VP)</td>
<td></td>
<td>Rs.2 lakh</td>
<td>Bank Guarantee or FDR</td>
</tr>
</tbody>
</table>

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.

3. 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.

4. In all cases where an existing contract is canceled /terminated by Railway administration as a punitive measure, the “Security Deposit/Performance Guarantee” shall be forfeited.

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

1. Stipulations given below are equally applicable for fixing the reserve price of brake vans (SLRs), and Asstt. Guard cabins. The reserve price stipulated in this para will not be applicable for leasing of VPs.

2. Reserve Price shall be fixed by the Commercial department with vetting from associate Finance, based on guidelines given below.
3. Reserve price for leasing of Brake vans (SLRs)/ Assistant Guard’s Cabins (AGCs) 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 service/train. The minimum benchmark for accepting the offers for any category of service (except Rajdhani Express trains) will be 50% of the prescribed reserve price applicable for that category of train/service as per para (D)-9(iii).

4. The zonal railways will fix reserve price on the basis of prescribed reserve price or Last accepted Rates (LAR) of the previous contract, whichever is higher provided that the previous tender has successfully completed half of its contractual period.

5. In cases where the existing lease contract has not been operated for the half of its contractual period as specified at item no. 3 above, then the LAR shall be the previous lease rate which has been successfully operated for the specified duration.

6. For trains in which one 4 Tonne compartment of front SLR has already been leased out through tender and is in operation, the reserve price for the second 4 Tonne compartment of front SLR or one compartment of rear SLR by the same train shall be as per provisions stipulated in paras 2 to 4 above.

7. For day to day lease, the reserve price will be the parcel rate for that category of train, for the amount of parcel space leased out.

8. For temporary leasing, minimum benchmark, up to which the offer(s) can be accepted, shall be 50% of the prescribed reserve price applicable for that category of service/train. This will not be applicable for Rajdhani service where benchmark would remain 100%.

9. There will not be any ‘escalation’ element in the ‘Reserve Price’ for taking care of future budgetary increase in parcel rates.

10. 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 x number of days). The tenderer whose annual value of contract is the highest among the participants will be treated as the highest bidder.

11. In case of leasing to/from intermediate stations, reserve price will be the parcel rate for that category of train for the distance covered.

12. Guidelines for fixation of reserve price for SLR/AGC:-
   a. Comparison of lease rates with the normal parcel tariff rates (non-leased piecemeal parcel traffic booked through railways): The reserve price/offered rates for leasing of Assistant Guard’s Cabin (AGC) and Brake vans (SLR) may not be compared with the tariff rates of normal parcel booking i.e. non-leased piecemeal parcel traffic booked through Railway, as both are separate products.

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

1. A mail/express train whose SLR compartments could not be leased out after one round of tendering in the new policy / 3rd round of tendering in the old policy due to no response will be termed as an unpopular train and its reserve price will be reduced.

2. The following matrix indicates the step by step reduction in reserve price after each round of unsuccessful tendering.
   a. For trains where utilization of parcel space has been more than 50% last year.

<table>
<thead>
<tr>
<th>Round of Tendering</th>
<th>Duration</th>
<th>Reserve Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Round</td>
<td>Long Term – 3 Years</td>
<td>100%</td>
</tr>
<tr>
<td>2nd Round</td>
<td>Medium term – 2 Years</td>
<td>50% to &lt; 100%</td>
</tr>
<tr>
<td>3rd Round</td>
<td>Short term – 1 year</td>
<td>25% to &lt; 50%</td>
</tr>
</tbody>
</table>
b. For trains whose utilization of parcel space has been less than 50% last year.

<table>
<thead>
<tr>
<th>Round of Tendering</th>
<th>Duration</th>
<th>Reserve Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Round</td>
<td>Long Term – 3 Years</td>
<td>100%</td>
</tr>
<tr>
<td>2nd Round</td>
<td>Medium term – 2 Years</td>
<td>50%</td>
</tr>
<tr>
<td>3rd Round</td>
<td>Short term – 1 year</td>
<td>25%</td>
</tr>
</tbody>
</table>

**(P). Reserve Price of Parcel Vans (Parcel Vans):**

1. Reserve Price for leasing of VPs shall be applicable to all types services except Shat / Raj trains.
2. Reserve price for leasing of Parcel Van for Single Journey from / to N.F. Railway

<table>
<thead>
<tr>
<th>Applicable for</th>
<th>Category of Train</th>
<th>Reserve Price for single journey</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Parcel Vans</td>
<td>Trains under R category</td>
<td>1.25 times scale R</td>
</tr>
<tr>
<td>towards NFR</td>
<td>Trains under P or S category</td>
<td>1.25 times scale P</td>
</tr>
<tr>
<td>2 From NFR to</td>
<td>Trains under R category</td>
<td>0.4 times scale R</td>
</tr>
<tr>
<td>destinations</td>
<td>Trains under P or S category</td>
<td>0.4 times scale p</td>
</tr>
<tr>
<td>over other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>zonal railways</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Reserve price for leasing of Parcel Van on **Round trip basis**

<table>
<thead>
<tr>
<th>Applicable for</th>
<th>Type of Service Category of Train</th>
<th>Reserve Price for Round Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 For all origin – destinations (except from / to NFR)</td>
<td>Trains under R category</td>
<td>1.25 times single journey fare at scale R</td>
</tr>
<tr>
<td></td>
<td>Trains under P or S category</td>
<td>1.50 times single journey fare at scale P</td>
</tr>
<tr>
<td>2 From / to NFR (whether parcel vans are leased out by NFR or other zonal railways)</td>
<td>Trains under R category</td>
<td>1.65 times single journey fare at scale R</td>
</tr>
<tr>
<td></td>
<td>Trains under P or S category</td>
<td>1.65 times single journey fare at scale P</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Applicable for</th>
<th>Category of Train</th>
<th>Reserve Price for single journey</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 For all origin – destinations (including from / to NFR)</td>
<td>All types of trains</td>
<td>1.50 times single journey fare as applicable for refrigerated van</td>
</tr>
</tbody>
</table>

(Normal tariff rate for VPR is 1.5 times of Scale-P)

**Leasing of Refrigerated Vans (VPRs) will be permitted only on round trip basis.**

5. The Reserve Prices stipulated above in Paras (P)2, (P)3 & (P)4 will be applicable only for Long Term Lease. Parcel Vans shall be leased out only on long term contracts. Leasing of Parcel Vans will not be permitted on short term, temporary or day-to-day lease.
6. **Guidelines for fixation of reserve price for Parcel Vans:**

   **Comparison of lease rates with the normal parcel tariff rates (non-leased piecemeal parcel traffic booked through railways):** The reserve price/ offered rates for Parcel Vans (VPHs/ VPs/ VPUs) may not be compared with the tariff rates of normal parcel booking i.e. non-leased piecemeal parcel traffic booked through Railway as both are separate products.

   **Consideration of Last accepted rates (LAR) while fixing reserve price for Parcel Vans:** Guidelines for fixing the reserve price for Parcel Vans has been amended vide FM Circular No. 44 of 2006 issued under letter No. 2006/ TC(FM)/ 10/ 8 dated 17.11.2006. The reserve price is to be fixed at Scale–P and not at LAR (Last Accepted Rates). These instructions will remain valid for a period of one year upto 31st March 2008 and will be reviewed thereafter on receipt of feedback from the zonal railways.

   **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. Comparison of offered rates of a train with the rates of other trains would not be justified in every case.

   **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 awards 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 15%.

   **Leasing of Parcel Van for lesser number of days:** 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. It is up to the leaseholder to indicate number of days on which he wants to operate service.

   There will not any ‘escalation’ element in the ‘reserve price’ for taking care of future budgetary increase in parcel rates.

   **(Q). Reserve Price of Asstt. Guard cabin:**
   1. In case of Asstt. Guard cabin, the reserve price for leasing will be the parcel rate for 1 Tonne capacity as applicable to that category of train.
   2. In case of trains where engine reversal is involved en-route, the reserve price for Asstt. Guard cabin will be 10% lower for each reversal involved during the trip. (Suppose there are 3 reversals involved during a train’s entire journey, but the Asstt. Guard cabin is leased out for a portion which involves only 2 reversals, then the reserve price would be 80% of the parcel rate.)

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

<table>
<thead>
<tr>
<th>Value of Contract</th>
<th>Level of Tender Committee</th>
<th>Accepting Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to Rs. 2 crores</td>
<td>Senior Scale</td>
<td>Sr.DCM</td>
</tr>
<tr>
<td>Up to Rs.5 crores</td>
<td>JAG</td>
<td>ADRM</td>
</tr>
<tr>
<td>Up to Rs.8 crores</td>
<td>JAG</td>
<td>DRM</td>
</tr>
<tr>
<td>&gt; Rs. 8 crores</td>
<td>CCM(FM), FA&amp;CAO/T, CPTM</td>
<td>CCM</td>
</tr>
</tbody>
</table>

   2. Correction Slip to circular no. 1 of Board’s letter no. 99/ TC(FM)/ 10/ 4 dated 23.10.2000 is being issued separately.
(S). **Format ion of Tender Committee:**

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

(T) **Invitation of tenders:**

1. Contracts for leasing out of parcel space in SLRs / Parcel Vans by passenger carrying trains will be awarded by inviting bids / offers through tenders by divisions / zonal Railways.
2. Divisions / zonal railways should take timely action to call for fresh tenders at least 2 months before expiry of the existing contracts so that there is no revenue loss to the Railway.
3. To the extent possible, divisions / zonal railways should call for tenders at the same time for all the available parcel space for leasing on a particular train i.e. both compartments of front SLR, one compartment of rear SLR and Asstt. Guard’s cabin.
4. Efforts should be made to ensure that the work of inviting of leasing tenders is uniformly spread throughout the year so that there is no bunching of large number of tenders at any one particular time, resulting in delay in finalization.
5. Divisions/ zonal railways will issue notification calling for tenders for leasing of parcel space in SLRs / Parcel Vans in reputed national / regional newspapers in Hindi / English / Regional Language. Efforts should be made to display them on the relevant web sites also.
6. Cost of Tender Form for leasing out parcel space will be as follows: Parcel Space Cost of Tender Form (i) Asstt. Guard cabin. Rs. 100/- (ii) 4T SLR compartment Rs. 250/- (iii) Parcel Van. Rs. 1000/ -.
7. Tender notification should be for a period of 30 days from the date of publication of notification.
8. The date and time of opening of tender should be specifically mentioned and must not be changed unless the day has been declared a holiday. In that case the tender would be opened on the next working day at the same time and at the same place.
9. While issuing notification calling for bids for leasing out parcel space in SLRs / Parcel Vans, reserve price of the parcel space must invariably be mentioned in the advertisement to avoid receipt of low and unworkable offer / bids.
10. Only registered lease holders can participate in the tender process.
11. Each applicant / participant, while submitting his tender bid, shall be required to produce proof of his registration as a lease holder with the division / zonal headquarters concerned by attaching a photocopy of his registration certificate.
12. Divisions/ zonal railways on receipt of tenders (i.e. last date of the submission of tenders) will finalize the contract / tender and issue allotment letter to the successful bidder within a maximum period of 30 days. This should strictly be followed by all divisions / zonal railways in order to avoid loss of revenue.
13. Tender offer should be valid for a maximum of 90 days.

(U). **Method of determining highest bid:**

1. The Highest bid will be determined on the basis of total value of earnings offered by the prospective lease holder on the basis of details given below in para (Z)-1 during the contract period. The tenderer shall be required to indicate in the tender form, number of loading days,
number of days of leave and number of days of non-loading leave (anticipated), he wants to avail during the year.

The Division/zone, while calling tenders, shall specify the details required from the lease holder as per para (Z)-1 (as given below in para 15.0 of this circular).

The Tender Committee shall evaluate tender on the basis of highest valuation taking into account number of loading days, number of days of leave and number of days of non-loading specified by the tenderer in tender form. For example:- If a tenderer wants to operate lease contract 5 days in a week and desires to avail 9 days leave and 20 days non-loading during a year. The contractual value of his tender will be worked out as per the following method:-

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Total days of operation during a year will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A tenderer mentions say- Monday, Tuesday, Wednesday, Thursday &amp; Saturday = 5 days in a week for operation of lease contract</td>
<td>$5 \times 52 = 260$ days</td>
</tr>
<tr>
<td>2</td>
<td>Leave desired by the tenderer during a year</td>
<td>9 days $\text{maximum on prorata basis} = 8.6 \approx 9$ days</td>
</tr>
<tr>
<td>3</td>
<td>Non-loading @ one day on each 6 operations</td>
<td>20 days $\text{maximum on prorata basis} = 37.14 \approx 37$ days</td>
</tr>
<tr>
<td>4</td>
<td>Total number of loading days</td>
<td>$260 - (9 + 20) = 231$ days</td>
</tr>
</tbody>
</table>

Thus, the tender will be evaluated for 231 days full leased freight + 20 days (nonloading) on the basis of 25% of freight + 9 days (leave) zero freight.

The remaining days of service during 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, with a view to lease out parcel space of the AGC/SLR for remaining days of week.

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.

2. In case separate tenders have been floated for two 4 Tonne compartments of front SLR of a particular train, then the two tenders can be finalized even if the highest bids in the two cases are different.

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

1. If the lease holder fails to load leased SLR / VP on any day without any genuine reason and without prior permission of the Railway administration, the lumpsum freight for that day shall be forfeited.
2. If the lease holder after commencement of loading in leased SLR / Asstt. Guard cabin / VP fails to operate the contract continuously for 10 days without giving any notice, his contract will be cancelled and security deposit forfeited.
3. In case of three such failures within a period of 5 years, his registration will be cancelled along with other penalties mentioned under Para K (15).
4. If it is not feasible for the leaseholder to continue the contract due to fluctuation in the market or any unforeseen reason, lease holder can terminate the contract by giving 60 days notice to the Railway Administration. In such cases, security deposit will not be forfeited.
5. 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 to do. In such cases, security Deposit of leaseholder will be refunded even on less than 60 days notice provided CCM certifies that Railway is not in a position to run the service after obtaining views of COM.
1. Leasing of parcel space on a temporary basis is permitted only to registered lease holders.

2. The system of temporary lease for Brake vans (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.

3. These may be leased out and allotted to the lease holder by the zonal railways/Divisions by calling quotations.

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 at least 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 in 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.

5. Every originating train on a division (which has not been leased out on LT, MT or ST basis) will be allocated one day in a month when fresh bids for temporary lease of that train would be entertained.

6. Trains should be evenly spaced out so that there is no bunching on any one particular day of the month.

7. The venue, date and time of opening of quotations will be prefixed and no change in any case be done.

8. In case the nominated day happens to be a holiday, then the bids would be opened on the next working day.

9. 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.

10. 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 compartments available for lease etc.

11. Interested parties will submit their quotations in sealed cover which will be accepted and opened in presence of following concerned officer at notified date and time.

   (i) Assistant Commercial Manager.
   (ii) Assistant Divisional Finance Manager.
   (iii) One member as notified.
   (iv) Applicants or their authorized representatives.

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.

13. No quotation will be accepted if it is not submitted by the applicants themselves or their authorized representatives.

14. The ‘Security Deposit’ in case of leasing contracts on temporary basis would be the same as laid down under par a (M).

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.

16. The lease holder have to start the loading within 3 days from the date of receipt of allotment letter.

17. All other terms and conditions including collection of one-day advance freight etc. will be applicable.
(X). Procedure for leasing of parcel space on day-to-day basis:

1. Leasing of parcel space on a day-to-day basis is permissible only to registered lease holders.
2. Parcel space in SLRs / Asstt. Guard cabin by only those trains will be leased out on day-to-day basis which have not been leased out on either Long Term or Medium Term or Short Term or Temporary basis. These may be leased out by divisions / zonal railways on a day-to-day basis for a period not exceeding 10 days at a time.
3. A notice should be displayed on the notice board in DRM office and Parcel office giving the train number of those trains in which parcel space is available for being leased out on a day-to-day basis.
4. These may be leased out and allotted to the lease holder by divisions / zonal railways without inviting tender on ‘highest offer received’ basis, subject to reserve price mentioned at par a N (6).
5. This will be done at least 24 hrs. in advance of the departure date.
6. Prospective lease holders who are desirous of taking day-to-day lease should contact the ACM in the divisional headquarters, and offer their bids.
7. Division will maintain a separate register in which separate pages will be allocated to each train.
8. Divisions / Zonal Railways will maintain a priority register for train-wise allotment of parcel space in SLRs for day-to-day lease in the following format:
   (i) S.No., Date / Time of application, Name of party, Train No., Amount of parcel space, Parcel rate, Offered rate, Day of lease, Signature of party, Signature of ACM, Remarks.
9. Lumpsum leased freight for the leased portion will be collected one day in advance.

(Y) Identity Cards / Labour Platform Permits / Vehicle Pass etc.:

1. Divisions / zonal railways will issue laminated Photo Identity Cards to all registered lease holders for purpose of their identification in station premises. These will be duly signed by the ACM and shall be valid for 1 year only. On expiry the same will be reissued annually.
2. Laminated Photo Identity Cards will also be issued to 3 authorized representatives of all registered lease holders having validity of 1 year, duly signed by the ACM. On expiry the same will be reissued annually.
3. Lease holder in turn will issue laminated photo identity cards to each of his labour, duly signed by the lease holder himself. Labourer’s photo identity card will contain the labourer’s full details including his residential address.
4. To facilitate as also to regulate loading / unloading operation from / to leased parcel space, divisions / zonal railways will issue free Platform Permit (s) to the Leaseholder for his labourers.
5. A maximum of 8 (eight) labourers may be allowed to handle loading / unloading operation of a 4 Tonnes compartment of leased SLR. For this purpose for each 4 Tonne SLR, 8, numbered, Labour Platform Permits will be issued to each lease holder for leases that he is operating. In case of Asstt. Guard compartment, maximum of 2 (two) labourers may be allowed.
6. Numbered laminated platform permits will be issued by the Station Superintendent for leasing contracts operating from his station.
7. Numbered laminated labour platform permits issued to lease holders will be valid for the duration of the contract of that particular lease holder.
8. Labourers will be permitted to enter the platform area on production of both of the following:
   (i) Numbered Labour Platform Permit issued by the railway administration, and
   (ii) Photo Identity Card issued by the Registered Lease Holder.
9. Checking of labourers should not be resorted to while loading / unloading is in progress and such checks should only be conducted after its completion.
10. Each lease holder may be given entry pass for 2 vehicles for each 4 Tonne of SLR space. These will be issued by the Station Superintendent and will be valid for 1 year. On expiry the same will be renewed annually.
11. There will be no restriction on the number of packages to be loaded in any one vehicle.
(Z). Grant of leave to lease holder:

1. (a) The provisions contained under this para are applicable to parcel leasing contracts, which have been on short term or long term basis.

(b) The tenderer, while submitting tender, shall be required to give the following information in the tender form, failing which his tender will not be considered-

(i) Number of days lease 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 (@ one leave after 30 lease operations i.e. maximum 12 leave during a year).

(iii) Number of anticipated non-loading days required during a year @ one day non-loading after 6 operations (maximum up to 52 days in a year).

(c) One day leave will be due after 30 lease operations as defined in para (Z)-2 and (Z)- 3 of ‘Comprehensive Parcel Leasing Policy’- FM Circular No. 12 of 2006.

(d) Similarly, one day non-loading will be applicable on payment of 25% of the leased freight, after completion of six lease operations, which can be availed by the leaseholder for any subsequent loading day during the next week otherwise it will be lapsed. For availing non-loading, the leaseholder shall be required to give written application/ notice to the Railway Administration at least 48 hours before the departure of train and deposit 25% of the leased freight at the station. In case of request of non-loading of SLR, if the leaseholder later on desires to load the parcel space, he may be allowed to do so, if it feasible and there is no plan for other loading. In such cases, 25% of the lumpsum leased freight collected towards non-loading, will be adjusted in the leased freight.

(e) In case the leaseholder exceeds the number of leave and non-loading days as mentioned by him in the tender form, he shall have to pay full freight.

2. Divisions / zonal railways may exempt the lease holder to load leased SLRs / Parcel Vans by granting a maximum of 1 (one) day’s leave per month (for 30 days operation).

3. In case of weekly / bi-weekly trains the leave would be granted at the rate of 1 day for 30 trips of the train.

4. This leave may be availed by the lease holder as per his choice of national holidays like 15th August, 26th January, 2nd October or regional festivals such as Holi, Diwali, Bihu, Pongal etc.

5. In all such cases, adjustment in lumpsum leased freight may be allowed for subsequent / future loading by the same leaseholder at the station it self.

6. This leave can be accumulated and be availed of at one time also. For example, a lease holder in Maharashtra can accumulate 4 days leave during 4 months and avail of the same during 4 consecutive days of Ganesh Chaturthi.

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

8. Lease holder if he so desires can also avail of 1 day non – loading per week by depositing 15% of the lumpsum leased freight rate. However, such not ice of non – loading must be given at the station, at least 48 hrs. before the departure of the train. On such days divisions can either clear their railway booked parcels by these trains or else lease out the SLRs on day-to-day basis in case of demand. In case of non-loading of leased VPs due to leave, if the leaseholder, later on, desires to load the VP, he may be allowed 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. In such cases, VP will be attached by the same train (if room is available) or any other train in which room is available. 15% of the lumpsum leased freight of VP already collected towards non-loading will be adjusted in the lumpsum leased freight.
(AA) Payment of lumpsum leased freight:
1. Pre-payment of lumpsum leased freight is compulsory under the scheme irrespective of partial / non-utilization of leased parcel space by the leaseholder, except in case of leave as mentioned under Para (Z). Payment of lumpsum-leased freight should 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. 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.
2. Lumpsum leased freight charges will be calculated as per the lumpsum rate fixed from lease originating to lease terminating station for full parcel space leased out irrespective of its actual utilization.
3. Details of collection of advance lumpsum leased freight should be given in the Money Receipt itself indicating the following:
   (i) Name of lease holder.
   (ii) Train No.
   (iii) Capacity of parcel space leased out.
   (iv) From ___/___/____ to ___/___/____ (both days inclusive).
4. 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.
5. If lease holder fails to load leased parcel space on any specific day without prior permission of railway administration, the lumpsum leased freight of that day shall be forfeited.
6. The surcharge leviable for bulky articles will not be applicable under the scheme as handling / loading / unloading is done by the leaseholder.
7. For parcel space leased out on round trip basis, 50% of the agreed upon lumpsum leased freight charges would be deposited at each end.

(BB) Procedure for preparation of manifest by lease holder:
1. No Railway Receipt will be issued by railway for consignments being transported in leased parcel space.
2. Only ‘Money Receipt’ will be issued to leaseholders for the amount of advance lumpsum leased freight deposited for entire capacity of leased parcel space from lease originating to lease terminating station indicating full particulars as detailed under para AA (12).
3. Leaseholder shall be required to prepare detailed ‘Manifest’ (format given in Annexure – 3) for consignment being transported by him.
4. ‘Manifest’ will mention full particulars of train no., date, details of leased space, details of payment of lumpsum leased freight, Money Receipt number etc.
5. Manifest will be prepared for each combination of loading & unloading station indicating station-wise details of number of consignments loaded in the leased parcel space. For example for 2312 Down Kalka Mail, separate set of manifests will be prepared for
   (i) Delhi – Aligarh,
   (ii) Delhi – Kanpur ,
   (iii) Delhi – Allahabad,
   (iv) Delhi – Gaya,
   (v) Delhi – Dhanbad, etc.
6. Each ‘Manifest’ will be prepared in 4 copies to be used as follows:
   (i) 1st copy to be retained by the lease holder as his ‘record’.
   (ii) 2nd copy to be retained by parcel office of loading station as ‘record’.
   (iii) 3rd and 4th copies will be kept in the leased parcel space near the door, preferably in a transparent polythene folder / bag.
   (iv) 3rd copy to be retained by parcel office of unloading station as ‘record’.
   (v) 4th copy to be returned back to the lease holder signed and stamped by the parcel staff of the unloading station. This will serve as an authority to remove consignments at destination station.
7. All the copies of each ‘Manifest’ will be signed by leaseholder or his authorized representative.
8. All the copies of ‘Manifest’ will be signed and stamped by the parcel staff of originating station who will retain the 2nd copy as ‘record’ and return the other copies to the lease holder.
9. 2nd copy of the manifest must be submitted at the parcel office by the lease holder or his representative before starting loading in the leased compartment.
10. Representative of the leaseholder shall be authorized to takeover and remove consignments from station premises on the basis of the 4th copy of ‘Manifest’ duly signed and stamped by the parcel staff of unloading station. This will be treated as an authority to take delivery and remove the consignments from railway station.
11. Loading / unloading will not be supervised by railway staff.
12. The Leaseholder shall be prima-facie responsible for correctness of entries made in ‘Manifest’ as well as actual number of consignments physically loaded / available in the leased SLR. However, there would not be any penalty for minor variation of up to 3% in the number of packages as long as the overall weight remains within the permissible limit. (For example, if the manifest mentions a total of 250 packages and actually there are 258, no penalty would be charged as long as the total weight does not exceed.)
13. It will be the responsibility of the leaseholder to ensure that the total weight of consignments loaded in the parcel space is not beyond the permissible carrying capacity of space leased to him.
14. Penalty for over loading have been detailed under para (HH) of these instructions.

(CC) Loading / Unloading at originating and intermediate stations

Free time for loading and unloading of parcels in leased Parcel Van

Three hours free time from the time at which the vehicle is placed in position for loading or unloading, may be allowed for loading or unloading of parcels in case of leased Parcel Vans at originating and destination stations of Parcel Vans.
1. Loading / unloading of parcels at all stations will be carried out by leaseholder.
2. Leaseholder shall complete loading / unloading operation within 30 minutes at originating and destination stations.
3. Leaseholder shall padlock the brake van 5 (five) minutes before scheduled departure of train so that railway staff can complete other formalities including sealing of brake van (SLR).
4. Detention of train on account of loading / unlading of parcels in leased SLR should, in no case, be allowed.
5. Lease holder will be permitted to load / unload at all intermediate stations where stoppage of the train is 5” or more.
6. For such loading / unloading at intermediate stations no separate permission or ‘No Objection Certificate’ will be required to be obtained from the controlling division of that intermediate station. However, the lease holder must inform the Station Superintendent of that intermediate station in writing that he intends to load / unload from his station by that particular train.
7. In case of leasing of SLRs of ordinary passenger trains, the leaseholder shall be permitted to load / unload the parcels from / to all intermediate stations coming in the way of the journey of that ordinary passenger train irrespective of the stoppage time of trains at that station(s).
8. In case of ordinary passenger trains, apart from parcels, even bulk commodities of freight traffic are permitted to be carried by these leased SLRs. Commodities would comprise of either bagged consignment (food grain, cement, fertilizer etc.) or packaged consignment. Loose consignments such as coal, sand etc. would not be permitted.
9. Lease holder shall complete his loading / unloading operation in the leased SLR / Asstt. Guard cabin / VP within the scheduled stoppage time of the train at that intermediate station. In no case shall detention to a train be permitted at intermediate station on account of loading / unloading of parcels by the leaseholder.
10. In case detention to a train beyond the scheduled stoppage takes place on account of loading / unloading by the lease holder, a fine of Rs.500/- shall be imposed for each such occasion.
(DD) Stacking/ Removal of consignments on/ from platforms:

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

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

1. At all train originating stations, empty coaching rakes must be placed at least ½ hour before the scheduled departure of the train. In case of late placement of rakes, the scheduled departure of the train should be suitably delayed so that at least 20” loading time is available in case of leased SLRs.
2. Similarly, at all train terminating stations, empty coaching rakes must be withdrawn at least ½ hour after the actual arrival of the train.
3. Normally the nominated platform for an originating train should not be changed at short notice except in an emergency resulting in non-utilization of parcel space by the lease holder.
4. Similarly at intermediate stations, where loading / unloading is to be carried out by the lease holder, the platform nominations should not normally be changed except in an emergency.
5. In both the above cases, even if such a change is required in an emergency, the train should be placed / received on the adjoining platform face of an island platform so that the stacked consignment can be loaded without any difficulty.
6. In all cases TXR fitness must be given before placement of rake on the platform and before commencement of loading.
7. In all cases where TXR marks a brake van (SLR/ VP) as damaged f or any reason, a written memo must be given.

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

1. Railways should ensure that the space leased out is made available without fail to the leaseholder .
2. In following cases mentioned at paras 4 and 5 below, where non-loading of parcel space by lease holder is not due to lease holder’s fault, lumpsum leased freight charges of that day deposited in advance may be adjusted against the next payment due and one day’s/trip’s less lumpsum leased freight charges collected accordingly. In case the day happens to be in the last period of the lease contract, then the advance lumpsum leased freight paid may be adjusted against the advance lumpsum leased freight payable by the lease holder for any other leasing contract that he may be having at that station. In case the advance lumsum leased freight cannot be adjusted in this manner, then the same may be granted as a refund.
3. In such cases, reasons mentioned under paras 4 and 5 must be certified by the multi-disciplinary team mentioned under para (GG).

4. When the leased space is not made available by the Railways due to unavoidable circumstances including one of the following:
   (i) damage to inside walls of SLR due to theft during previous trip,
   (ii) breakage of floor,
   (iii) non-availability of front SLR,
   (iv) SLR sealed through to destination by railway staff at originating station,
   (v) carriage of dead body in SLR compartment, (see par a 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.

5. When the lease holder is not able to load the parcel space due to unavoidable circumstances including one of the following:
   (i) Public agitation,
   (ii) Bandh, etc.

6. Normally dead body should not be carried in the brake van (SLR) and as far as possible these should be loaded in the Asstt. Guard cabin of front SLR of those trains which have not been leased. If no such train is available, then the dead body should be loaded in the Asstt. Guard cabin of a leased train and the lease holder granted lumpsum leased freight adjustment for one day’s non-loading.

7. In all other cases, if the leaseholder fails to load the SLR, advance lumpsum leased freight collected, will be forfeited.

8. If the lease holder has a genuine reason for not loading on that day he may prefer a claim for refund which will be dealt with on merits.

(GG) Multi-Disciplinary team for dealing with lease holders:

1. In order to provide single window and customer friendly service to lease holders in the DRM office, a special cell should be created in each DRM office for dealing with leasing cases and lease holders.

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

3. A complaint register will be opened in the Commercial department where lease holders can record their grievances and complaints of harassment, if any. Staff of the special cell against whom repeated complaints are entered in the register should be shifted immediately.

4. In order to provide single window and customer friendly service to lease holders at the station, multi-disciplinary teams will be deputed in each shift at major passenger terminals from where large number of trains originate / terminate.

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

6. Teams will comprise of representatives from following departments:
   (i) Commercial department – Parcel staff – Team Leader.
   (ii) Mechanical department – TXR staff.
   (iii) Security department – RPF staff.

7. Only members of the multi-disciplinary team will interact with lease holders for solving all their lease related problems and provide a single window clearance to them instead of making them run from pillar to post for solving their grievances.

8. All checks and certifications regarding leased parcel space whether pertaining to over loading, or damage to walls of the brake van etc. will be under taken only by members of the multi-disciplinary team.

9. Names of team members will be prominently displayed on each platform.

10. In case complaints of harassment are received against any particular member of a team he should be replaced.
(HH) Helpline:

1. In order to provide immediate help to a lease holder in an emergency, each division will get a help line activated for solving their day-to-day problems.
2. The telephone number of the helpline will be that of the Commercial Controller in the Divisional Control Office who will be instructed to note down complaints in a register and take necessary corrective action.
3. Divisional Commercial officers will scrutinize this register daily and take note of the type of complaints received and their rectification. The emphasis should be more on problem solving and system improvements in order to ensure that these do not recur rather than on fault finding and fixing responsibility.

(II) Overloading:

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

1. Weight of each individual package is not required to be mentioned on the package. Only the total weight of consignment in the SLR / VP would be checked.
2. In case of Asstt. Guard cabin the total weight of consignment as also the weight of individual package must be within the specified limits. The total weight of consignment must not exceed 1 Tonne and the weight of individual packages must be less than 25 Kgs.
3. There would not be any penalty for variation in the number of packages as long as the over all weight remains within the permissible limit. (For example, if the manifest states 250 packages and actually there are 253, no penalty would be charged as along as the total weight does not exceed the prescribed limit.)
4. In a SLR, weight of the consignment should be checked for each 4 Tonne compartment separately, and it must be within permissible limits for each compartment. Under loading in one 4 Tonne compartment will not mean that the other 4 Tonne compartment can be over loaded. In all such cases, the over loaded compartment will attract penalty as mentioned below.
5. Tolerances provided for as also penalty for over loading of entire consignment in 4 Tonne SLR compartment, 1 Tonne Asstt. Guard cabin or Parcel Van will be as follows:
   1. Over loading Charge / Penalty
      (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.
   2. (b) Cancellation of lease for 4th default in addition to penalty as mentioned at (a) above.
6. The 6 times Rajdhani lumpsum leased freight mentioned in item no. 5 above will be charged for the entire excess weight from origin to destination irrespective of the point where such over loading was detected.
7. In case a consignment is found to be over loaded by more than 5%, then the excess weight would be off loaded at the point of detection and lease holder will have to take delivery of this part consignment on as is where basis is.
8. Railway will not be responsible for any damage, deterioration or loss to the excess consignment due to off loading short of destination.
9. In case of over loading of more than 10%, each slab of 5% or part thereof would be counted as a separate violation. (For example over loading of 13% would be counted as 2 violations of more than 5% and penalty charged accordingly)

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

3. Excess weight Charge / Penalty
   (i) Up to 3 Kg. No penalty.
   (ii) 3 Kg to 5 Kgs. 6 times Rajdhani freight for that particular packet.
   (iii) > 5 Kgs. (a) 6 times Rajdhani freight for that particular packet + Rs.5000 for each of first 3 occasions.

4. (b) Cancellation of lease for 4th default in addition to penalty as mentioned at (a) above.

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

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

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

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

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

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

(JJ) Over carriage of consignments in leased SLR:

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

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

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

4. However, no charges will be levied in case packages of one station are over carried / unloaded short of destination at another station by mistake, provided all such stations are between the leases originating to the lease terminating station. (For example, in case of lease contract between New Delhi – Chennai, no charges would be leviable in case packages of Agra get over carried to Bhopal or packages of Chennai get unloaded short of destination at Nagpur by mistake.)

5. When the lease holder fails to unload his consignment from the leased SLR at the intermediate station where his lease terminates due to Railway’s operational reasons such as termination of train short of destination in case of accident, floods, breach of line, interruption of traffic or any other operational reason no extra freight or penalty will be charged.

6. When the lease holder fails to unload his consignment from the leased SLR at intermediate station where his lease terminates due to failure to open doors of SLR then the lease holder will be permitted to unload his consignment at the next station or in the opposite direction during the return trip. In all such circumstances, no extra freight or penalty will be charged.
(KK) Claims Compensation:

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

2. Lease holder shall carry parcels / packages at his own risk and shall be responsible both to the railway and to the consignor / consignee for any loss, damage, destruction, deterioration and non-delivery of the parcels / packages for any act of omission or commission on their part for parcels and its contents loaded in the leased SLR.

3. Railway shall not be responsible for any loss, destruction, damage, deterioration or non delivery of goods arising from the following causes:
   (i) Act of God.
   (ii) Act of war.
   (iii) Act of public enemies.
   (iv) Restraint or seizure under legal process.
   (v) Orders or restrictions imposed by Central Government or States Government or by any officer or authority subordinate to the Central Government or a State Government authorized in this behalf.
   (vi) Fire, explosion or any unforeseen risk.
   (vii) Act or omission or negligence of the lease holder or consignor or consignee.
   (viii) Natural deterioration or wastage in bulk, or weight due to inherent defect, quality or vice of the goods.
   (ix) Latent defect.

5. 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.

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

(LL) Theft:

1. Loading will not be supervised by Railway Staff at loading station. If both Railway’s seals and padlocks are in intact condition, Railway shall not be responsible in any way unless there is a specific sign of theft e.g. cutting of the side wall of the SLR.

2. However, if railway seals as well as padlocks of any of the doors of the leased SLR are found tampered with, or in case of damage to the inside walls of the brake van where it is apparent that theft has taken place First Information Report (FIR) will be lodged with the GRP and a copy of the same will be given to the lease holder.

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

4. In such cases, parcels from the leased SLR will be unloaded in the presence of CPS, RPF and the lease holder or his representative. Packages will be compared with the ‘Manifest’ i.e. list of packages accompanying the SLR.

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

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

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

1. In case a train in which parcel space has been leased out is extended beyond its initial originating station or beyond its initial destination station, then the procedure as detailed below should be followed.

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

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.

However, in case the existing lease holder is not prepared to extend his lease beyond the starting and terminating stations for which the contract has been executed then division / zonal railway will be at liberty to float fresh tenders for the newly extended portion.

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.

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.

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.

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.

(PP) Powers to relax certain conditions of the scheme:

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, issuance of platforms permits for more labourers etc.

(OO) Other terms and conditions of the scheme:

Lease holder shall be solely responsible for canvassing, acceptance, booking, handling, documentation and delivery of the parcel / packages both at originating and destination stations.

Brake Van will be padlocked by the lease holder. In addition to the above padlocking, the brake van shall be sealed by the railway.

Lease holder shall load only such commodities which are permissible to be booked as ‘Parcel’, under prescribed Railway Rules.

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.

If such articles are found to have been loaded in leased SLR / VP, in contravention of the above para, a fine of Rs.10,000/- shall be imposed on the lease holder. In addition to above, his registration may also be cancelled as per para K (15) depending on the seriousness of the offence.

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.

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.

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.

“Percentage Charges” shall not be realized from the lease holder. However, claims will be settled on merits of the case under railway rules applicable to consignments booked at owner risk after verification of records but in no case it shall exceed Rs.50/- per Kg. of the weight of
such goods. The Railway may call upon the lease holder to prove the deficiencies by
documentary evidence and such other documents as may be deemed necessary before admitting
any claim.
10. Any damage caused to the Brake Van or to the platform or any other Railway property while
handling parcels / packages by the lease holder or their agent at booking or destination station,
will be made good to the railway by the lease holder. The assessment of damage made by the
railway will be final.
11. The Railway shall reserve the right to open the padlock and seals to transship the parcels /
packages of the leased Brake Van in unavoidable circumstances like accidents, strike, hot axle
etc.
12. The Railway and other concerned departments shall reserve the right to check the contents of the
packages at any time to see that no dangerous, explosive, offensive, contraband or any other
banned articles are loaded.
13. Some space within station premises should be earmarked by divisions / zonal railways for use of
lease holders for (i) stacking their consignments and (ii) keeping their trolleys.
WAGON INVESTMENT SCHEME

Objective: In order to encourage public-private partnership in procurement of wagons to meet with the anticipated incremental freight traffic in the coming years, honorable Minister for Railways, while presenting the Railway Budget 2005-2006 has announced introduction of a new scheme called wagon investment scheme (WIS). Customer’s investing in Railway wagons will be assured of the supply of a guaranteed number of rakes every month based on the number of rakes procured and turn round of the type of wagons with 10% concession in freight. In addition, two bonus rakes per month will be supplied without freight concession or penalty. Investors opting for Engine of load (EOL) Scheme will get additional bonus supply of two BG rakes per month without concession in freight. This guaranteed supply will be in addition to the normal supply of rakes to such customers.

Eligibility: Wagons under this scheme can be procured by
   (i) Individuals as producers.
   (ii) Corporate entity as producers:
        (iii) Association or group of companies, such integrated steel plants of SAIL or a group of a cement companies in a cluster etc.

   Customers who don’t have their own siding can also participate under the scheme. In such cases, reference will be given to customers investing in wagons over other indenters at the time of supply of guaranteed number of rakes with concession in freight and bonus supply of rakes as is applicable to other investors.

Mode of procurement: Directly by the owner from builders approved by Ministry of Railways, subject to current Indian Railways Standards (IRS) designs and specification and inspection by nominated agency of Indian Railways namely RDSO. All critical components will be procured from RDSO approved sources and to current IRS specifications.

Through Indian Railways: Wagons can also be procured through wagon builder of foreign country subject to Indian Railways Standards Designs and specifications and subject to inspection by nominated agency of Indian Railways.

   Foreign exchange or its equivalent, if any, for imported components would be provided by customers participating in the WIS.

Guarantee/Warranty of Wagons: In case of direct procurement of wagons, customers will be required to incorporate a warranty clause in the purchase contract with the wagon manufacturers as under:

   Supplies shall be fully guaranteed against any manufacturing defect/poor workmanship quality etc. for a period of 24 months of commissioning or 30 months from the date of delivery, whichever is earlier. During this period contractor will arrange to repair/replace any defective part free of cost or replace complete set if required. Further, since these wagons are to be utilized by the customers of India Railways that are hereby authorized to invoke this warranty clause in case of any default on the part of wagon manufacturer.

Pattern of movement: Wagons procured under the scheme will merge and operate in general pool of wagons of Indian Railways.

Extent of Private ownership: Users can own any number of wagons in unit of rake loads without any ceiling, to the extent required by them, subject to a minimum of one rake and 4% additional wagons as maintenance spare. Procurement of wagons in piecemeal shall not be permitted.
**Categories of Procurement of Wagons:** There will be two categories for procurement of wagons under the scheme:

(i) Category I – BCN wagons  
(ii) Category II – BOXN wagons.

**Benefits admissible to owners:** For investment made in every BG rake with maintenance spares, customers will be assured of supply of guaranteed number of rakes every month as follows:

**Category I - BCN wagons:** Freight rebate of 10% shall be granted for 15 years and guaranteed supply of wagons at the rate of 4 rakes per month. In addition, a guaranteed supply of two bonus rakes will be made without freight concession or penalty.

In addition to the above a guaranteed supply of to bonus rakes will be made without freight concession or penalty to those opting for the Engine of Load Scheme (EOL).

No lease charges shall be payable under WIS.

Salient parameters are summarized as under:

<table>
<thead>
<tr>
<th></th>
<th>BCN rakes</th>
<th>BOXN rakes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight rebate</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Period of rebate</td>
<td>15 years</td>
<td>10 years</td>
</tr>
<tr>
<td>Guaranteed number of rakes with freight rebate</td>
<td>4 rakes per month</td>
<td>6 rakes per month</td>
</tr>
<tr>
<td><strong>Bonus:</strong> Additional Guaranteed number if rakes without Freight rebate or penalty (a) Without EOL (b) With EOL</td>
<td>2 rakes per month 4 rakes per month</td>
<td>2 rakes per month 4 rakes per month</td>
</tr>
</tbody>
</table>

**Maintenance of wagons:** Investors in WIS will not be required to pay any maintenance charges for wagons. However, if the Investor owns a private siding, he will be governed by the relevant siding agreement in respect of infrastructure facilities including maintenance of wagons within the siding premises.

**Wagons involved in accidents:** In the event of wagons getting condemned as a result of accident where responsibility is conclusively established that the accident occurred owing to acts of omission and commission on the part of owner of the wagons, the guaranteed clearance will be reduced proportionally. In all other cases, Indian Railways will continue to meet the commitment of guaranteed supply during the contract period.

In the event of such wagons getting condemned as a result of accident, Indian Railways will pay the depreciated value as per Income Tax Rules minus scrap value of the wagon at the time of condemnation. Condemned wagons can be disposed of by the Investor directly or through Railways. The commitment of guaranteed supply will cease for wagons so disposed off.

**Failure to maintain/consume guaranteed supply of wagons:**

The guaranteed supply of wagons will be monitored on a monthly basis.

In the event of Investor being unable to use the guaranteed supply of wagons, the quantum of supply will be reduced proportionately for the number of days the wagons remained unutilized or stabled. The number of wagons idling will be those stabled in the owners siding to the extent the Investor has contributed the rake/wagons.
Free time and Demurrage Rules: Free time and demurrage rules applicable to railway owned wagons will be applicable to wagons procured under WIS. In case wagons are detained on Investors account for loading/unloading for than 50% of the normal prescribed free time over a month the guaranteed monthly supply of wagons will be reduced proportionately.

(Example if the guaranteed clearance for a plant is 4 BG rakes in month and loading/unloading time in excess of 50% of the normal prescribed free time in a month is 120 hours then guaranteed supply for the next month will be reduced by 1 BG rake.)

Termination of Agreement: in the event of termination of the arrangement by the Investor on account of liquidation/merger with other company or due to any alteration/deletion in the scheme, the ownership of wagons would remain with the Investor. However, the Investor shall have option to sell the wagons to Indian Railways at a mutually agreed price.

Change in the scheme: Terms of the scheme may be altered by mutual consent of both parties.

Notices: All communications under WIS shall be in writing and any such notice shall become effective: Upon personal delivery thereof:

(i) On delivery by registered post:
(ii) Upon proof that the communication was complete.

Any change in the address shall be notified by registered post in order to make the same cognizable for purpose of this clause

Arbitration: In the event of a question, dispute or difference between the parties hereto relating to any matter arising out of or quoted with this agreement, such dispute or difference shall be referred to the ward of thee arbitrators. One arbitrator is to be nominated by the Investor, the other by the railways and third arbitrator to be nominated by mutual agreement between the parties and, in the event of non-agreement, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

In the event of arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

The arbitrator may from time to time with the consent of all the parties to the lease enlarge the time taken for making the award.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment therefore, for the time being in force, shall apply to the arbitration proceedings under this clause.

The venue for arbitration shall be in India, at a place decided by the Arbitrators in consultation with the parties.

In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to their functions or otherwise.
WAGON LEASING SCHEME

The objective of this scheme is to develop a strong wagon leasing market by encouraging third party leasing of wagons, particularly with a view to bring in wagons of better designs. This document lays down the policy for leasing of wagons and their operation on the rail network of Indian Railways.

2.0 DEFINITIONS AND ABBREVIATIONS

Definitions and abbreviations of some of the terms used in this document are as under:

IR: Railway Administration.

MOR: Ministry of Railways, Government of India.

End User: Rail customers who are producers or consumers of the goods transported by rail.

Operators: Third Party Logistics Companies engaged in providing service to multiple customers under Concession granted by IR to run their container trains on IR network.

Wagon Leasing Company (WLC): A Leasing Company engaged in the business of procuring railway wagons and making them available to other business entities authorized to deploy such wagons for operation over IR network in accordance with the extant policy of MOR.

Lessor: A WLC engaged in the business of leasing wagons to a Lessee(s).

Lessee: It refers to End Users or Operators under Concession granted by IR to run trains on IR network.

Leased Wagons: Wagons given on lease by a Lessor to a Lessee.

Idle Leased Wagons: Wagons owned by a Lessor and held on IR network or a private siding awaiting nomination of a Lessee.

High Capacity Wagons (HCW): Wagons with payload which are at least 2.0 tonnes higher than the payload of extant similar wagons on IR for 25.0 tonne or 22.9 tonne axle load route, as the case may be. The dimension of such wagons should be such that it gives commensurate higher payload in the full train length without changing the laid down standard composition of rakes. Such wagons will operate on specific routes approved by IR and will not form a part of the wagon pool of IR.

Special Purpose Wagons (SPW): Wagons designed for rail transportation of a specific commodity or group of commodities. Such wagons will operate on specific routes or close circuits as approved by MOR and will not form a part of the wagon pool of IR.

Liberalized Wagon Investment Scheme (LWIS): Scheme introduced by MOR in 2008 to encourage private investment for procurement of different types of wagons.

3.0 TYPES OF WAGONS

Following types of wagons may be procured for leasing:

(i) High Capacity Wagons (HCW)
(ii) Special Purpose Wagons (SPW)
(iii) Wagons for Container movement.
4.0 LEASING OF WAGONS
Wagons may be leased to the following agencies:
   (i) End Users (for HCW and SPW
   (ii) Operators (for only such types of wagons as are permitted under the Concession)

5.0 ELIGIBILITY CRITERIA
The applicant should fulfill the following eligibility criteria to become a WLC:
   - It should be an entity registered in India under the Companies Act, 1956.
   - It should have at least 5 years experience of asset leasing business
   - It should have a net worth of at least Rs. 250 Crore.
   - In case the applicant is a subsidiary company, experience and net worth of the holding company, owning more than 50% equity, may be reckoned for the purpose of Para 5.2 and 5.3 above. However, in such cases, the applicant company should have a minimum of 25% of the prescribed net worth.

6.0 REGISTRATION OF WLC
   - An entity intending to offer railway Wagons on lease for operation on IR network will be required to register itself as a WLC with MOR by paying a one time non-refundable registration fee of Rs. 5 Crore.
   - Registration of a WLC will be valid for 20 years from the date of registration.
   - Validity of registration will be extended for one more term of 10 years without any fee or charge subject to satisfactory performance of the WLC and as per the extant policy of IR in this regard.
   - Registration of a WLC will be summarily cancelled on the Company becoming insolvent or on being found to be acting in manner which constitutes a breach of its contract with MOR.

7.0 PROCUREMENT OF WAGONS BY WLC
   - A WLC will be required to procure Wagons directly from wagon manufacturers or through imports.
   - Procurement of wagons will be allowed only with prior administrative and technical approval of MOR.
   - Procurement of wagons would be in units of the prescribed composition of block rakes for such wagons plus 4% wagons as maintenance spare along with a brake van for each rake.
   - Freight concessions to which investors are entitled under LWIS will be made available to Lessees. However, this benefit will not be available if wagons are leased to Operators.
   - These Wagons will be inducted into service only after completion of the mandatory safety and quality inspections by authorized agencies as notified by MOR.

8.0 LEASING CONTRACTS
   - Wagon Leasing Contracts will be bi-partite agreements between the WLC and the Lessee.
   - IR will not have any responsibility or liability in respect of wagon leasing contracts except to the extent set forth in this document.
   - The WLC (as Lessor) and the Lessee will furnish to IR a jointly authenticated copy of their Wagon Leasing Contract which must include clauses certifying the ownership of the Wagons with the WLC and articulating an explicit and unambiguous right of WLC to singly terminate the lease of Wagons to Lessee.
STATUTORY AUDIT

Railways are part of the Government of India and not a corporation under any statute or Indian Companies Act. There is, therefore, no statutory audit of the type under Indian Companies Act. Statutory Audit is conducted by CAG which is much more comprehensive than company auditors and the audit report on performance is submitted to the Parliament by CAG. Public Accountability is, therefore, maximum.

Functions

The Comptroller and Auditor General of India is the final audit authority in India and he is responsible for the audit of the accounts of the Indian Railways (Article.149) but has no responsibility for the compilation of such Accounts. The form in which account of the Indian Railway should be kept and changes in accounts classification affecting the recording of the expenditure in the finance and Revenue Accounts are, however, subject to his approval.

Object of Statutory Audit (116 AI AND 911 OF Finance Code)

The Statutory audit has three fold purposes viz.

i) accountancy audit- to check the accuracy and to see that all payment are supported by receipted vouchers,

ii) an appropriate audit- to check to ensure that expenditure and receipts have been properly classified and voted appropriations have not been exceeded,

iii) administrative audit to check that expenditure has been incurred according to prescribed rules and regulations.

The main object of audit is to ensure –

a) that the system of accounts used by the internal check authority is correct,

b) that the method of check applied at every stage of the accounts is sufficient,

c) that the accounts are maintained and the checks applied with due accuracy and,

d) that the arrangements exist in the accounts office to ensure attention to the financial interest of the Railways on the part of all concerned.

Responsibility of statutory audit is briefly as follows

a) it extends in respect of expenditure transactions to all expenditure incurred in India;

b) in respect of receipts, it includes of Indian railways including receipts relating to accounts of manufacture;

c) it includes stores and stock accounts to the extent prescribed by the CAG of India

Audit is always conducted ex-post facto i.e. after the event.

Audit cannot prevent an overpayment through negligence or non-observance of rules and regulations. It is duty of Audit to report results to the proper authority that appropriate action is taken to rectify the irregularity wherever possible and at least to prevent its recurrence.

AUDIT DRAFT PARAS AND AUDIT REPORTS

Ordinarily the results of statutory audit are communicated through

i) Specific reports of the more important and serious irregularities discovered in the Audit of departmental offices and station records.

ii) Audit notes detailing minor irregularities discovered in the course of Audit of Accounts office records.

iii) Inspection reports showing the results of Audit of the initial records of the executive offices and stations.
An inspection report will consist of two parts, namely Part I dealing with the more important matters and Part II dealing with the rest, containing minor routine matters. Audits notes will also similarly consist of two parts. The final disposal of Part II of audit notes and inspection reports rests with the Accounts Officers and no formal reply to the Principal Director of Audit is necessary. Replies to Part I of inspection report and audit notes and specific reports should be sent by the executive offices concerned to the accounts officer. In scrutinizing them, the Accounts officer should call for further information, if necessary, and consult the head of division or department concerned, where desirable before giving a reply to the Director of Audit (918 and 919 of financial code). All audit objections and notes should be promptly attended to by the Accounts officer.

All important cases coming to the notice of Audit during inspection or regular audit which in the opinion of the Director of Audit merits inclusion in the Audit Report are brought to the notice of the Railway administration through Special letters, notes of objections etc., to the HOD/FA&CAOs by the Director of Audit. Since these special letters, factual statements form the basis of the material for the Audit report, the Railway administration should deal with at a sufficiently high level and bring out their point of view in a convincing manner before they proceed to prepare a draft paragraph for incorporation in the Audit report.

Draft Para

Draft Para is a para of the report proposed by the Principal Director of Audit to be included in Railway Audit report in connection with a serious irregularity coming to notice in the course of Audit activities. These serious irregularities may be on account of the following:

a) Those cases of financial irregularities as have not been rectified to the satisfaction of the Audit by the executive and
b) Cases of loss, write off or nugatory expenditure.

The Principal Director of Audit sends the draft paragraphs to the GM. He also sends simultaneously advance copies of the draft paragraphs with connected correspondence, to the FA&CAO, the Head of department concerned, ADAI (RLYS), and the Director (Accounts), Railway Board, to facilitate prompt action and detailed examination of the points brought out in the draft paragraph. A draft Para is to be addressed to the General Manager of the Zonal Railway in person and a copy of it has to be sent to the FA&CAO and to the Head of Department of the concerned department ADAI (RLYS), and the Director (Accounts), Railway Board, to facilitate prompt action and detailed examination of the points brought out in the draft paragraph. From the date of receipt of Draft Para, GM will have to furnish sentence wise replies to the draft Para within five weeks to the Railway Board. The Railway Board shall reply the draft Para within Seven weeks to CAG (Rlys). If the reply given is unsatisfactory, the draft Para will be converted into a provisional Para for inclusion in the Audit Report. To enable Railway Board to approve the draft reply prepared by the Railway administration. The GM should furnish additional information to the Railway Board.

1. A history of the case with copies of relevant correspondence not covered in the Chief Auditor’s letter.
2. Sentence wise comments on the draft paragraph, specifically verifying/ correcting the facts & figures quoted therein.
3. A Chronological summary of the case where there has been unusual delay in dealing with the subject matter.
4. Disciplinary aspects where individual lapses have been brought to light.
5. Remedial action called for or taken to avoid similar cases in future.

Any aspects which the Railway administration may wish the Principal Director of Audit to consider before sending the final reply should, as far as possible, are settled by personal discussions so that the time limit may not be exceeded. The report of CAG is presented to the Parliament, generally during budget session, where it is taken up for consideration by the Public Accounts
Committee. The Committee obtains the personal evidence of senior officers of Railway Board in respect of the various items in the CAG’s report. The results of the deliberations of the Public Accounts Committee are published in the form of reports which are laid on the table of each house of Parliament and forwarded to the Ministry of Railways. These reports contain the recommendations of Public Accounts Committee for implementation by the Railways.
TRAFFIC SURVEY

It is a detailed study of traffic conditions and prospects of an area with the object of determining the most promising routes for the railways in the area.

For the purpose of construction and financial implications, the railways are divided into three categories

- Strategic lines
- Protective lines
- Commercial lines

Strategic lines are constructed for the defence of the country. Protected lines are constructed to protect a particular part of the country from famine. Commercial lines are constructed keeping in view the idea of profit and loss.

No financial justification is required for strategic and protected lines. It is for the commercial lines that the financial justification is required.

An experienced administrative officer of the traffic (Comml / Operating) department should be entrusted with the work of traffic survey. To ensure that the estimates of anticipated traffic, capital cost and recurring expenses etc. are realistic and the financial appraisal of the project including the phasing of investments and returns at each stage are worked out as correctly as possible and with great deal objectivity, an accounts officer of appropriate status should be associated with the traffic survey officer. The traffic survey team should be supplied with terms of reference containing instructions regarding the scope and nature of the investigation to be carried out.

The traffic survey team should also visit the HQ at various intervals both during the progress of the work in the field and during the period of recess in order to consult the General Manager and where necessary, have the original terms of reference modified by the competent authority. This would enable the main line administration to determine the design of the new line under investigation.

The traffic survey team should also work in close collaboration with the engineering survey party if there is one in the field at the same time, and while collecting information should visit all the trade centers in the area, consult local authorities and prominent citizens freely both on regard to trade and industry and most suitable alignment for the proposed railway line.

Traffic survey is mainly of two types.

- Preliminary survey
- Final survey

**Preliminary survey:**

Preliminary survey is done to determine how a proposed line will fit in the general development of railway and what return is likely to yield on the estimated total cost. It should be based on the careful study of

- Existing map
- Trade and population
- Financial and statistical data of the railway of similar area
- Modes of transport available in the area

From this investigation, the railway administration decides whether traffic survey should be undertaken or not and what would be the standard of construction. All estimates for traffic survey require the sanction of the railway board and the cost of the survey is included in the budget.
Final survey:

Final survey is done with the sanction of Railway Board. It depends upon the following factors.

- Acquisition of land
- High flood level
- Boundaries of village lands
- State Govt. requirement
- Position of canals, rivers, culverts etc.
- Station site and junctions
- Diversion of traffic
- Protection work required
- Road ways and gradients
- Expected cooperation of local public
- Requirement of military and civil authority
- Demolition of religious places and burial places

Estimation of coaching earnings:

First find out the estimate of II class passenger earnings then add a percentage of upper class and coaching traffic. The following is the formula for II class passenger earnings.

\[ X = F \times N \times P \]

- \( X \) = Earnings from II class passengers
- \( F \) = Fare per journey
- \( N \) = Number of journeys per head per year
- \( P \) = Population diverted

\( F \) and \( N \) are to be estimated on the basis of the existing line of the same length and type of section.

Estimation of goods earnings:

Such earnings are worked out keeping in view the following points

- Outward traffic
- Inward traffic
- Long distance traffic
- Short distance traffic
- Economic condition of the area
- Agricultural development in the area
- Industrial development in the area
- Existing market in the area
- Merchants and Govt. departments will also be consulted

Estimate of expenditure:

The working expenditures are divided in to the following main heads.

- Maintenance of structural work
- Maintenance of supply of locomotive power
- Maintenance and supply of carriage and wagons
- Expenses on traffic developments
- Expenses on general developments
- Expenses on electrical developments
- Miscellaneous expenses

It is seen what would be the return after 6 years and 11 years which is known as productive test taking the life period of the line as 30 years.
MODE OF PAYMENT

All charges due are to be paid in cash except where under special circumstances, payment of fares, freight by cheques, bank drafts, credit notes or under weight only system is authorized by the railway administration.

Payment by cheques:
   a) Cheques may be accepted from MPs when traveling on ICCRP towards payment of difference of fares.
   b) It should be drawn in favour of F.A. & C.A.O. of the collecting railway.
   c) It should be crossed and endorsed as account payee only not negotiable and dealt with as other cash collections.
   d) The facility of making payments of freight charges through cheques may be granted by CCM on application to the civil departments of state and central governments.

Procedure:
   1. CCM will supply the list of names and designations of the officers authorized to issue cheques.
   2. It should be drawn in favour of chief cashier of the railways.
   3. It should be on a printed form and bear a crossing and endorsement “Account payee only - not negotiable”.
   4. Separate cheques should be issued for each transaction.
   5. Commission charges should be included in the cheque and no cheque shall be accepted for passenger’s fares.

Station master should ensure:
   a. Specimen signature tallies with the signature on the cheque.
   b. Details are recorded in a register.
   c. Money receipt is issued subject to realizations.
   d. Cheques are sent to cash office with cash remittance note daily.

Payment by bank drafts:
   a. A demand draft / banker’s cheque / bankers pay order can be accepted at stations drawn on the local bank wherever the railway depositing account is opened.
   b. At stations where railway depositing account is not available, a demand draft / banker’s cheque / bankers pay order can be accepted provided if they are drawn on a bank located at Hyderabad / Secunderabad.

Procedure:
   a. Draft should be of a scheduled bank and drawn in favour of FA&CAO.
   b. It should be crossed and endorsed as ‘Account Payee only- not negotiable’.
   c. Charges if any to be realized should also be included

Station master should ensure:
   a. Details of the drafts are recorded in a register.
   b. Drafts are sent to cash office with cash remittance note daily.

Payment through credit note:
   1. This facility is given to the customers who are having adequate regular transactions with the railways.
   2. The party should pay a security deposit of an amount equivalent of average freight of 15 days transactions based on the average of previous 6 months.
   3. When such permission is granted by CCM, the station concerned will be advised with full particulars.
4. A specimen signature of the person authorized to sign the credit note will be furnished to the stationmaster.

**Station master should ensure that:**

a. Credit notes are issued on forms approved and supplied by the railways.
b. Credit notes are signed by authorized persons.
c. Credit notes allowed during a period does not exceed the limit fixed by CCM. If the limit is reached any subsequent transition should be in cash only.

**Different kinds of credit notes:**

1. A firm credit notes as specified above.
2. Military credit notes for traffic not required to be carried on warrants.
3. Civil credit notes for traffic booked by military engineering service, directorate (Disposals organizations) and all civil departments of governments.
4. Credit note for posts and telegraphs department for traffic booked by posts and telegraphs.
5. Credit notes for railway departments for traffic booked by railway department by passenger trains for wharfage, demurrage and siding charges.

**Procedure:**

- Credit note should be tendered before dispatch / delivery of consignments.
- Full particulars should be furnished in the credit notes such as invoice number in case of freight charges, wharfage and demurrage charges.
- A register of credit notes should be maintained showing full details of the transactions of payment for which credit notes are tendered.
- Credit notes received by stations are sent to cash office along with daily cash as voucher.

**Credit cards:**

1. Credit Cards Master / VISA cards are accepted against computer reserved tickets at nominated stations.
2. Slips are sent on the following day to nominated bank who will issue a cheque / pay order.
3. The cheque will be sent to cash office daily with cash remittance note.
GUIDELINES FOR E-PAYMENT SERVICE

Following Guidelines for implementation of Electronic Payment System for collection of freight charges through E-banking for customers with banking arrangements with Nationalized Banks and opting to enter the scheme are issued in super-session of various guidelines issued on the subject.

E-Payment Scheme:

This Scheme provides a facility to rail users to make payment of freight charges directly from their Bank account to Railway’s Bank account through electronic means. Railway aims to promote this mode of payment by their customers.

Scope

- Payment under e-payment scheme will be limited to payment of freight charges at present. Railway may consider payment of other charges through e-payment at a later stage.
- This facility will be available only at terminals where Terminal Management System (TMS) has been commissioned.

Eligibility

- Any rail customer having regular business with Railway may apply to the Chief Commercial Manager (CCM) of the Zonal Railway on which the booking station is located (hereinafter referred to as ‘the Railway’).
- It will be at the sole discretion of the Railway Administration (CCM in consultation with FA & CAO of the originating railway) to accept or reject a request for electronic payment of freight charges through E-payment system.
- Major customers like FCI, Power Houses and container train operators, operating from more than one location, may nominate one nodal branch of the Bank for transfer of funds in respect of all the transactions taking place at different stations of the Railway. They will, however, need to apply for this facility to each Zonal Railway concerned separately.
- Acceptance of a proposal for instruction of e-payment facility shall be subject to an undertaking by the customer through a Tri Partite Agreement to abide by the conditions laid down in this E-payment scheme and any other conditions that the Zonal Railway may decide and add.

Tripartite Agreement:

A Tripartite agreement will be entered into by the Railway, Nationalised Bank and the Customer, incorporating the provisions of this Guideline and details of all other arrangements required for operating the E-payment system, in order to authorize the Bank to collect funds (freight charges) from the consignor’s bank account maintained with them and transfer the same to Railway’s Account.

Requirement of Letter of Credit/Bank Guarantee

- LC and BG mentioned in this section is designed to be a security to enable Railways to issue Paid E-RRs even in cases in which no positive electronic confirmation is received by Railway about the freight charges having been transferred from the customer’s Bank account to Railway’s bank account.
- Customers intending to opt for e-payment facility will be required to open an irrevocable Letter of Credit (LC) in favor of the Railway at a branch of a bank mutually agreed upon by the customer and Zonal Railway for an amount equivalent to 5 (five) days of average freight paid by the customer to the Railway during the Busy Season in the last financial year, or a higher amount if so agreed mutually between the customer and the Railway.
The LC should be valid for 12 months from the date of commissioning of the e-payment facility with a provision permitting its encashment up to 15 days after the validity period of LC, if required. Customers will need to provide a fresh LC or arrange to extend the validity of the existing LC before the expiry of the 12 month period. Zonal Railways need to be vigilant about the expiry dates of LC and their validity so that E-Payment system does not come to a stop. Normally LC should be the preferred mode of security; however, in lieu of the LC as described in the preceding Paras, customers may also furnish a Bank Guarantee (BG) on similar terms as set forth for LC. Decision to allow Bank Guarantee in place of LC will be taken by FA&CAO and CCM of the concerned Zonal Railway ensuring that Railway’s financial interests are secured.

Internal Procedure in Railway’s field offices

CCM and FA & CAO/TA of the originating railway will have the authority to add/delete rail customers allowed to make payment of freight charges through the mechanism of e-payment. They will communicate this information together with details of the bank branch opted by them, account number, LC/BG number and its validity period to CAO, FOIS for it to be maintained in the FOIS database. A separate category of Railway Receipts (RR) called “E-RR”, which may be ‘Paid’ or ‘To Pay’, will be used under the e-payment Scheme. E-RR will be distinct from the existing types of RR, namely, Paid, To-Pay and Paid- To-Pay. Para 1451 (d) of Commercial Manual Volume II has been modified accordingly. Similarly, Para 3.1 of master policy circular No.2003/C&IS/FOIS/Progress dated 10.02.2004 issued on computerization of Railway Receipts (RRs) under the Terminal Management System of FOIS shall stand modified and 8th digit of RR number with the figure 4 will denote Paid ‘E-RR’ issued against LC/BG coverage, figure 5 will denote To-Pay E-RR and figure 6 will denote Paid E-RR issued against normal freight transaction through party’s account.

Under this scheme, the goods clerk will give a command to the system to prompt the bank for collection of freight charges through E-payment system. The bank on receipt of such an advice through TMS will collect funds from customer’s account and electronically credit the same to Railway’s account during business hours or at the start of the next business day if such a transaction takes place after close of business hours. Normally a request from FOIS to the Bank for electronic payment will be responded within 150 seconds. In cases where this time limit is exceeded, procedure outlined in the Section dealing with Procedures in case of Exigencies will be invoked.

The command requesting collection of freight against a particular transaction will include its complete details viz. invoice number, date of loading (i.e. date of generation of invoice number by the system), station from, station to, commodity, names of consignor and consignee, freight charges due, name and code of the bank, LC/BG number with validity period and system’s date and time of triggering this task to the interface device between TMS and the bank.

After successful collection of the requisite amount, the bank will communicate its confirmation in an encrypted form including all the booking details viz., invoice number, date of loading (i.e. date of generation of invoice number by TMS), station from, station to, commodity, names of consignor and consignee, freight charges credited and to be credited to the designated account of the FA & CAO of the originating loading station, name and code of the bank and system’s date and time of effecting this transaction to the CRIS Interface, which in turn will communicate these details to the loading point through TMS.

At the loading point (TMS device location), the system will display a message confirming successful completion of transaction to the terminal operator. Transaction ID given by the Bank, FOIS transaction time, Customer Code, LC/BG number, validity period of LC/BG, Customer Bank branch and Branch code, Railway’s Bank Account Number, Bank’s name and Branch Code shall be printed on RR generated through E-Payment. One copy of RR shall be dispatched by the station to cash office along with cash remittance note and will be treated as challan.
If a positive confirmation of collection of freight charges from Bank is received in response to a transaction for collection of freight charges, TMS will permit issue of a ‘Paid E-RR’. However, if bank sends a message of insufficient funds, system will issue ‘To-Pay E-RR’.

If no message is received from the Bank within 150 seconds for any reason whatever, then system will issue a Paid E-RR subject to conditions laid down in Para 8 ‘Procedure in case of exigencies’.

The Bank shall generate a daily list of transactions incorporating all details given in Para 6.5 above which shall be sent to focal point branch of the Banker of the originating Railway and ‘Remittance into bank’ section of HQ books section shall reconcile the transactions based on daily listing received through FPB and treasury remittance note (one earmarked copy of RR) received from Cash Office.

At the close of each day at 24.00 hrs, based on transaction messages received from TMS and the Bank, the Interface will generate a transaction wise reconciliation report for the information of FA & CAO/TA and CCM/FS of both originating and terminating Railways. FA & CAO/TA and CCM/FS of the respective Zonal Railways will also get a daily statement from TMS in respect of station-wise successful transactions made on each day up to 24.00 hours on the previous day for reconciliation with the Bank’s statement. Copy of these statements will also be given to the consignor for reconciliation at their end. However, reconciliation procedure for remittance into bank transaction in the Book Section shall be as per FPB scheme as per Para 6.11 above.

Electronic payment system will be a 24x7 facility under which transactions will be made round the clock and on all the days of the year. Freight received till the close of the Business Hours of the Bank branch (to be specified in the Tri-Party Agreement) under this arrangement shall be accounted for on the same working day for the purpose of financial settlement between the Bank and Railways. However, payments received electronically after the close of business hours of the Bank branch would be credited to the designated account of FA & CAO of the originating Railway in the next working day's receipts.

After entering into the agreement for E-payment of freight, Railway will be entitled to claim and recover from the Bank issuing LC/BG funds equal to the amount of the LC/BG at any time towards freight charges recoverable. Modalities regarding filing such claims by the Railways and payment towards them by the bank, period of validity of LC/BG as well as other details in this regard should be incorporated in the Tri-Party Agreement.

The bank will function in accordance with the Focal Point Branch (FPB) scheme for reporting, reconciliation and settlement of such transactions, which will also be incorporated in the Tripartite Agreement.

In case of opening of pooling account, guidelines issued vide Board’s letter No. 2007/AC-II/45/12 dated 16.01.08 & 21.01.08 (and amendments issued from time to time) may be followed (copies of existing instructions are enclosed as annexure I (A) & I (B) ).

Zonal Railways will furnish the Data as prescribed in annexure I(C) to CRIS/FOIS along with the copy of tripartite agreement to commission E-payment.

Procedure in Accounts:

Cash office shall treat the payment advice in form of earmarked copy of E-RR as TR note for the purpose of accounting and reporting.

In Traffic Accounts office, the present practice of checking the credits taken by stations in their balance sheet for bank remittances with reference to cash check sheet prepared by cash offices shall continue. Likewise, the practice of reconciliation of remittances into bank being done with the daily scrolls and date wise monthly statements received from Focal Point Branch and that of latter with the clearance memo received from RBI, CAS Nagpur shall continue. There shall be a Bank system generated daily statement stating details of the total freight accrued, total freight credited on that day and amount to be credited on the next working day. These daily statements should be available on TMS for information of station/s concerned and reconciliation by and Traffic Accounts office.

The amount of freight so collected by the Bank shall be settled with RBI, CAS Nagpur in line with the applicable procedure/guidelines as may be prescribed by RBI from time to time.
Procedure in case of exigencies:

- Paid E-RR can be issued in case there is a failure of communication between the FOIS, CRIS and Bank server either before any transaction details can be sent to the bank or after a transaction message is sent for payment and consequently no confirmation for transfer of fund or otherwise is received at the TMS location.
- The Rupee amount of the LC/BG would be the upper limit for which Paid E-RR can be issued by the System without receiving any positive confirmation from the Bank regarding collection of funds from the customer.
- TMS will maintain a ‘Payment Pending List’ to indicate the freight amount and other relevant details about the paid E-RRs issued without a positive confirmation from the Bank about transfer of funds. All transactions included in the Payment Pending List indicate the freight amounts due to Railway on account of E-RRs issued without positive confirmation from the Bank.
- TMS will ensure that the cumulative online Rupee amount indicated in the Payment Pending List must never be allowed to exceed the amount of LC/BG.
- A facility would be provided to send a system generated alert message whenever possible to the concerned authorities (specified in the Tri-Partite Agreement) both by Bank and FOIS systems. The goods clerk/System will send request for E-payment to Bank every hour till fund collection advice (successful transaction message) is received from the Bank. The corresponding transaction, thereafter, will be taken off the Payment Pending List duly adjusting the corresponding on-line balance Rupee amount of LC.
- In case there is a failure at the system end either for Bank or for FOIS servers, likely rectification time, whenever practical, should be indicated either through email or telephone to the concerned authorities listed in the Tri-partite Agreement.
- In case a consignment is booked under e-payment scheme, diversion or dump depot booking of such consignments shall not be made till the relevant software is ready. Till that time, such transactions will have to be accounted for manually.
- If the TMS device of the loading point fails to function at any stage, the Sr. DCM of the division, over which the loading station lies, will ensure that the requisite data are fed in the system through the proxy reporting from the adjoining location or divisional control office and that the RR is generated in TMS system and freight collected through e-banking well in time. However, RR will be printed at the goods originating point only on restoration of normal operation. Such transactions will be accounted for in originating station’s balance sheet.
- In cases a failure is anticipated to last for more than five days, CCM of the concerned Railway will be apprised and he will decide whether to declare this failure as a Prolonged Failure. If a failure is declared as a Prolonged Failure by the CCM, E-payment facility will be discontinued and payment shall be arranged by the Customer as per conventional system. In all such cases, E-payment system will be reintroduced through a notification by the concerned CCM based on a written certification by the Bank and CRIS/FOIS.
- In case limit of rupee amount of LC/BG has been fully exhausted, then E-payment facility will be automatically discontinued and payment shall be arranged by the Customer as per conventional system. In all such cases, E-payment system will recommence after availability of necessary rupee amount for processing subsequent RRs.

Withdrawal/Termination

In case of frequent system failures leading to lack of communication between the TMS and the Bank, the electronic payment facility will be withdrawn in respect of such party by the Railway and manual system of payment shall be introduced. Railways will give a notice of 14 days from the date of issue to the party and the bank before terminating the tripartite agreement. Termination of Tripartite Agreement can also be done either by the consignor or the bank after giving a similar notice of 14 days.

Miscellaneous:

- Any other master policy circular issued for implementation of TMS (TMS) shall be read in conjunction with this circular.
- Any disputes regarding levy of To Pay surcharge etc will be resolved by GM of the Railway.
STATION OUTSTANDINGS

The unrealized earnings at a station at the end of the month are called as ‘Station Outstanding’. The outstanding can also be defined as the difference between the total debits and credits at end of the month.

Nature of outstanding and clearance:

1. Cashiers disallowances:
   - This outstanding is raised due to rejection of defaced and spoiled currency notes etc. or non-submission of vouchers to cash office.
   - On receipt of cashiers disallowance list from the chief cashier, the station staff should take immediate steps to clear this outstanding by remitting the cash to the extent of cash disallowed or by submitting the cash voucher.

2. Short accountal and short remittances:
   - The short accountal and short remittances detected by the traffic accounts or inspection staff should be cleared immediately by the staff responsible by cash.

3. Error sheets (Accounts Office Debits):
   - The under charges noticed by the accounts office during their internal check will be advised to the stations through error sheets for early accountal and realization.
   - On receipt of the error sheets they should be accounted in the outstanding register and in the balance sheet on hand.
   - The station staff should verify the same and classify the error sheet into a. Admitted debit or b. Non-Admitted debits.

   a. Admitted debits:
      - If the objection raised by the accounts is acceptable to the station then the debit is called admitted debit.
      - Immediate steps should be taken by the station staff to clear the outstanding by the remitting the cash.

   b. Not-admitted debit:
      - If the objection raised by the accounts office is not acceptable to the station, then the debit is called ‘not admitted debit’.
      - One copy of the error sheet to traffic accounts, together with remarks for not accepting the debit.
      - Traffic accounts office should examine the remarks for not accepting the debit by the station and if their remarks are found satisfactory they should withdraw the debit, by issuing a credit advise.
      - The credit advise should be accounted on the credit side of the balance sheet.
      - The credit advise is an authority for clearance of the outstanding amount under disputed debit.

4. Freight outstanding:

The freight outstanding on account of freight is classified as
   (a). Freight on hand
   (b). Freight not to hand.
a. Freight on hand:

- The freight outstanding on undelivered consignments is called as freight on hand. If the party has not taken delivery of the consignment with in 7 days from the date of arrival of the consignment then a sale notice should be issued to the party by the destination station.
- If the party has not taken delivery of the consignment within 30 days from the date of receipt of the sale notice, the consignment is disposed of by conducting auction at the station and the outstanding is cleared on this account.

b. Freight not to hand:

- The freight outstanding on consignment not received at destination is called as freight not to hand.
- The reasons for non-receipt of a consignment at the destination station are as under.

c. Consignments lying unconnected:

- If the consignment is not received within the normal time by the destination station, they should send a telegraphic message to the forwarding station, junction stations enroute and DCM.
- On receipt of the message the staff at the enroute junction stations and DCM should take immediate steps to dispatch the consignment to the destination if the consignment is lying unconnected at some other stations.

d. Lost or destroyed in transit:

- The outstanding on account of consignment lost or destroyed in transit should be cleared by obtaining certified overcharge sheet from the chief claims officer.

e. Diversion:

- In case goods are diverted to a new destination, the freight outstanding should be cleared by obtaining a certified over charge sheet from the forwarding station.

f. Rebooking:

- In case of goods are rebooked to any other station, the freight outstanding should be cleared by including all the charges due in the rebooking railway receipt as ‘Paid On’.
- A copy of the rebooking railway receipt should be attached to the station balance sheet for clearance of the outstanding.

g. Forced entries:

- The items copied from the machine prepared abstracts (MPA’s) into goods delivery book are called as forced entries.
- The copies of invoices for these items should be obtained either from the forwarding station or from the traffic accounts office.
- After verification, if the invoices are not pertaining to the station, a letter from the forwarding station should be obtained and the outstanding is cleared.

h. Over carried:

- If the goods are over carried to a station on the home railway the station which has received the consignment wrongly should rebook the same to the original destination station under a free invoice / way bill.
If the goods are over carried to a station on a foreign railway the station should rebook the consignment to the original destination station as ‘to-pay’.

The freight outstanding to the extent of goods over carried should be cleared by obtaining special credit from the concerned DCM.

5. Wharfage and demurrage charges:

- These charges will be outstanding for want of remission orders from the DCM.
- Prompt action must be taken to obtain remission orders from the DCM to clear the outstanding on this account.

6. Siding charges:

- All siding charges due from the siding owners as per agreement must be collected promptly and the station must ensure that there are no arrears in collection of these charges.
- If the siding authorities do not pay the charges due to the railways, the matter should be reported to DCM immediately.
- Under no circumstances the siding charges should be written off.

7. Miscellaneous items:

- The outstanding arising on account of miscellaneous items, should be cleared depending upon the nature of their outstanding.

- The unsold publications such as timetables and tariffs should be returned to DCM and special credit obtained for clearance of outstanding on this account.
WITHDRAWAL FROM STATION EARNINGS

Station masters are required to remit the entire collection of cash, cheques etc. to the cash office, however the withdrawals from station earnings are permitted in the following cases only:

1. Encashment of cheques issued by the FA & CAO or any officer authorized by him in this behalf in favour of the chief cashier.
2. Payments to comply with payment of wages act in certain cases where pre-check payment by accounts office is not possible for want of time e.g. Settlements of dues to staff whose services are terminated by the administration.
3. Payment of wages of temporary and permanent staff who cannot be paid by pay clerks within 10 days of the expiry of the wage period.
4. Payment of handing charges at stations where the station masters are goods handling contractors.
5. Encashment of pay orders issued by competent authority for payment of claims for compensation for goods lost, damaged etc. not exceeding Rs.10,000/- in each case.
6. Payment against vouchers, overcharges sheets or other documents issued by competent authority for refund of fares and freight.
7. Refund of wagon registration fee.
8. Departmental expenditure necessitated by floods, accidents and earthquakes etc.
9. Handling charges for transhipment due to accidents, hot axles, etc.
10. Payment of fee to surveyors engaged in assessment of value of the damaged consignments up to limit of Rs. 250/- in each case.
11. Payment of decretal settlement amounts in court cases when the parties init on immediate payment under threat of execution or in discharge of legal attachment in railway earnings at the station.
12. Refund of ‘deposits’ for the value of perishable consignments taken at the time of delivery, on production of necessary particulars by the claimants of such consignments.
13. Refund of deposit money of licensed porters, Rs.5/-
14. Payment of cost of obtaining decree / judgments from the court under the orders of the head of the department only in cases where an appeal has to be filed within a specified period.
15. Cost of transport of sick and wounded persons at stations where ambulances are not available.
16. Payment to the casual labour engaged by station masters when handling contractors fail to provide adequate labour, only in emergent cases, which should be subsequently approved by head of the department. However when such labour is temporarily engaged by the station master when handling contract has been terminated on account of unsatisfactory working of the contractor, the labour should normally be paid through muster sheets and if they are to be discharged, before the close of the wage period and payment through muster sheets is not possible, the payment can be made through station earnings.
17. Payment of expenses of special catering when the imprest is exhausted in emergent cases only, duly authorized by an officer.
18. Payment in cash to staff governed by workmen’s compensation act.
19. Refund of fares on unused ad partially used tickets.
20. Payment of salary to traffic inspectors of accounts against cheques issued.
21. Refund of earnest money to unsuccessful bidders in cases of auction of unclaimed or lost property when the amount of bid is not approved by the competent authority or when the property is connected and delivered to the owner.
22. Ex-gratia payments to persons involved in train accidents.
23. Advance of traveling allowance in an emergency as court attendance at short notice.
24. Refund of security deposits on account of hiring of lockers art railway stations.
25. Payments of rewards to persons who help in apprehending prosecution of unauthorized chain pulling.
26. Payment of grants sanctioned from railway minister’s welfare / relief fund through pay orders encashable at stations.
27. Payment of commissions to the halt agents.
28. Defraying of expenses in departmental catering establishments for purchase of perishables, fish, meat, eggs, milk, butter, melted ghee etc.
29. Encashment of pay order issued by railways co-operative credit societies, banks, against fortnightly deposits made with the railway administration by societies / banks.
30. Payment of commission amount to vendors / bearers engaged on commission basis.
31. Spot payment of daily allowances to public witnesses attending departmental enquiries in vigilance cases against railway employees.
32. Payment of coolie hire charges for effecting delivery of public telegrams wherever so indicated.
33. Payment of immediate relief to the families of non-gazetted railway servants who die while in service.
34. Advance to running staff marooned due to breach of communication.
35. Payment of advances from provident fund sanctioned by competent authority to meet the funeral expenses of deceased railway employees at roadside station.
36. Payment not exceeding Rs.200/- only in each case for shrouds to cover dead bodies of victims of accidents on railway. The vouchers submitted along with the cash may be countersigned by the government railway police officials in token of having taken over the dead body / bodies duly covered with shrouds.

**Note:** Payment of conveyance charges for remittance of station earnings into local banks is withdrawn from the list of items for withdrawal from station earnings. The amount incurred for conveyance charges should be utilized from imprest cash of the station.
The Constitution committee accepted Hindi as the Official Language of the Union on 14th September, 1949. Hence Hindi Diwas is celebrated every year on 14th of September.

Constitutional Provisions of Official Language:

Article 343(1): The official language of the union shall be Hindi in Devanagari script and International form of Indian numerals are to be used.

Article 343(3): For the period of 15 years from the year commencement of this constitution (26th Jan., 1950 to 26th Jan. 1965). The English language shall continue to be used for all the official purpose of the Union. The President may, during the said period by order authorize the use of the Hindi Language, Devanagari form of numerals in lieu of English language, International form of Indian numerals.

Article 343(3) :- Parliament by law provide for the use, after the said period of 15 years of the English Language or the Devanagari form of numerals.

Article 344 :- Commission and Committee of Parliament on official language. The President shall at the expiry of 5 years and there after 10 years from the commencement of this constitution by order constitute a Commission which shall make recommendations to the President as to the progressive use of the Hindi language and restriction on the use of the English language.

Clause 4 of Article 344 provides for the constitution of a parliamentary Committee consists of 30 members (20 Lok Sabha Members + 10 Rajya Members) for examining recommendations of the commission. This committee will submit its report to the President making recommendation there on and the President shall cause the report to be laid before each house of the Parliament and sent to all State Government.

Article 345 :- Official Language or language of a State:-

The Legislature of a State may by law adopt any one or more languages in use in State or Hindi as the language/languages to be used for all or any of the official purpose of that State provided that until the legislature of the State otherwise provided by law, the English language shall continue to be used for these Official purposes. Within the State for which it was being used for these official purposes. Within the State for which it was being used immediately before the commencement of this constitution.

Article 346 :- Official language for communication between one State and another State or between State and the Union

The language authorised for use in the Union for official purpose at that time shall be the official language for communication between one State and another State and between the State and the Union. If two or more States agree that the Hindi language should be the official language for communication between such States they can use Hindi for their correspondence.

Article 347 :- Second language of the State. If any State demands the languages spoken by the public of that State should be used for Official purposes, the President may be by order authorize the use of language for some or all purposes in that State.
Article 348;- language to be used in the Supreme Court and in the High Court and for Acts, Bills etc.

1) Until Parliament by law otherwise provided all proceedings in the Supreme Court and in the every High Court should be in English only.

2) The authoritative texts of all bills, Acts all orders, regulations shall be in the English Language. The Governor of state may with the previous consent of the President, authorize the use of the Hindi language or any other language used for any official purpose of the State, in proceedings in the High Court (not applicable to judgment, decree or orders)

Article -349;- To regularize some Bill regarding language (Revision in the official language of the Union)

During the 15 years period from the date of commencement of constitution use of other language other than English in Supreme Court/High Court or any revision regarding the use of language in official purposes, should be brought before Lok Sabha/Rajya Sabha after the prior permission of President.

Article 350;- Languages used in representation of redressal of grievances:-

Every person shall be entitled to submit a representation for the redressal of any grievances to any office of the Union or State in any of the language used in the Union or in the State as the case may be

Article 351: Directive for development of the Hindi language:

It shall be the duty of the Union to promote the spread of the Hindi language, to develop it so that it may serve as medium of expressions for all the elements of the composite culture of India and secure its enrichment by assimilating without interfering with its genius, the form, style and expressions used in Hindustani and other language of India specified in eight schedule.

Eight Schedule languages:

1. Assamese
2. Oriya
3. Urdu
4. Kannada
5. Kashmiri
6. Gujarati
7. Tamil
8. Telugu
9. Punjabi
10. Bengali
11. Marathi
12. Malayalam
13. Sanskrit
14. Sindhi
15. Hindi
16. Manipuri
17. Konkani
18. Nepali
19. Maithili
20. Bodo
21. Santhali

Article 120: Languages to be used in the parliament:

Business in parliament shall be transacted in Hindi or in English. Any member who cannot adequately express himself in Hindi or in English may be permitted to address the house in his mother tongue.

Languages to be used in legislature: Business in the legislature of a State shall be transacted in the official language or languages of the State or in Hindi or in English.

Any member who cannot adequately express himself in any languages aforesaid may be permitted to address in the house in his mother tongue


An act to provide for the languages which may be used for the official purposes of the Union, for transaction of business in Parliament for Central and State Governments and High Courts.
**Short Title and Commencement:** This act may be called Official Language Act 1963 and its commencement date will be notified in Official Gazette of India.

**Definitions:** Hindi written in Devanagari script and Appointed Day means 26th January, 1965.

**Continuation of English language for the use of Union and Parliament:** English language shall continue to be used after the expiry period of 15 years from the date of Commencement of Indian Constitution in Parliament, Central Government and State Government. All the documents coming in section 3 (3) should be issued in bilingual form only. The documents are General Orders, Circulars, Notifications, Press release, Press communiqué, Rules, Resolutions, Administrative reports or other reports, Contract Agreements, Permits, license, Tender forms, Tender notices, Papers to be submitted before Parliament. Reservation Charts.

**Committee on Official Languages:** After 10 year from 1965 a Parliamentary official language Committee will be constituted. The committee consists 30 members (20 from Lok Sabha and 10 from Rajya Sabha) It shall be duty of the committee to review the progress made in the use of Hindi for the official purpose of the union and submit a report to the President making recommendation there on and President shall put all the same before each House of Parliament, and sent the same to State Government. After due consideration and any remark by the State shall issue directions in accordance with the report.

**Authorised Hindi translation of Central Acts:** Translation in Hindi of any rule, act, ordinance of the President order, Regulation or By-laws issued under Constitution or under any Central Act, Published under the authority of President in official Gazette of India shall be deemed to be the authoritative text in Hindi

**Authorised Hindi Translation of State Acts in certain case:** Where the Legislator of any State has prescribed any language other than Hindi, Act, Rule, Ordinance promulgated by Governor, in addition the translation in English language as required by Article-348 may be published in the official Gazette of that State Translation in Hindi of any such Acts or Ordinance shall be deemed to be the authoritative text thereof in the Hindi language.

**Optional use of Hindi or other Official Language in the Judgments etc. in High Courts:** Governor of State, may with the previous consent of the President, authorize the use of Hindi or the Official Language of that State or the purpose of any judgment, decree or order passed by the High Court it shall be accompanied by a translation of the same in the English language issued under the authority of the High Court.

**Power to make Rules:** The Central Government may by notification in the Official Gazette, make rules for carrying out the purposes of this Act. Every rule made under this section shall be laid before each House of Parliament while it is in session for total period of 30 days.

**Certain provisions not to apply to Jammu and Kashmir:** The provisions of Section 6 and 7 shall not apply to the State of Jammu and Kashmir.

**Official Language Rules 1976 (Use for Official purpose of the Union)**

**GSR 1052** –in exercise of the powers conferred by Section 8, read with sub section (4) of the Section 3 of the official language Act 1963 the Central Government hereby make the following rules, namely:

**Short Title, Extent and Commencement:**
1. These rules may be called the official language (use for official purpose o the Union) rules 1976.
2. They shall extent to the whole of India, except the State of Tamilnadu.
3. They shall come into force from the date of their publication in Official Gazette of India.
Definitions:
Words used in this Rule like Act, Central Government offices, Employees, Notified office, Proficiency in Hindi, Working knowledge of Hindi etc, has been given.

Region ‘A’: Bihar, Haryana, Himachal Pradesh, Madhya Pradesh, Rajasthan, Uttar Pradesh, Delhi, Andaman and Nicobar Islands, Uttarakhand, Chattisgarh, Jharkhand.

Region ‘B’: Gujarat, Maharashtra, Punjab and Chandigarh.

Region ‘C’: Means the States and Union Territories other than those referred above.

Communication to State etc. other than the Central Government offices:

A. Between one Ministry or Department of the Central Government and another may be in Hindi or English.
B. From ‘A’ region to ‘A’ region in Hindi, depending upon the facility provided in Office, persons having working knowledge of Hindi and proportion fixed from time to time.
C. Between Central Government offices situated in Region A shall be in Hindi only.
D. By Central Government Offices situated in Region ‘A’ or ‘B’ or ‘C’ in Hindi or English.
E. Between Central governments Offices situated in Region ‘B’ or Region ‘C’ may be in Hindi or English only.

Translation of such communication in the other language shall:

i. Address to Region ‘A’ or ‘B’ at receiving end.
ii. Address to Region ‘C’ – along with such communication.

Further that translation in other language is not required if addressed to a notified offices.

Replies to communication received in Hindi: Letters received /signed in Hindi from any office or person should invariably be replied in Hindi only.

Use of Both Hindi and English: Documents mentioned in Section 3 (3) should be made and issued in both Hindi and English and it is the responsibility of the person signing such documents to ensure that the documents are issued, made and executed in both Hindi and English.

Applications, Representations etc. An employee may submit an application, appeal or representation in Hindi or in English. Where an employee desire any order or notice relating to service matters required to be served in Hindi or English, it shall be given to him in that language without undue delay.

Noting in Central Government Offices:

1. An employee may record note or minutes on a file in Hindi or English and he should not be asked to furnish translation in the other language.
2. No central Government employee possessing working knowledge of Hindi may ask for an English translation of any document in Hindi except in the case of legal or technical document.
3. H O D will decide the nature of document whether it is legal/technical or not.
4. Central government may by order specify the work should be done in Hindi in notified Offices by the employee having proficiency in Hindi.

Proficiency in Hindi:

a. Hindi is the medium of examination in metric or higher examination, or
b. Elective subject in Degree or Higher examination; or
c. Declaration in the form annexed to these rules.
Working knowledge of Hindi:

1. An employee shall be deemed to have acquired a working knowledge of Hindi:
   a. If he has passed matriculation or higher examination with Hindi as one of the subject;
   b. Pragya or any lower examination conducted by Ministry of Home Affairs prescribed under that Scheme: or
   c. Any other examination specified by the Central Government or
   d. Declaration in the form annexed to these rules.

2. If eighty percent staff have acquired working knowledge of Hindi in a particular Office, it would be deemed that the office have acquired working knowledge of Hindi.

3. The Central Government or any office specified in this behalf can determine whether the Staff of a Central Government Office has acquired working knowledge of Hindi.

4. The names of central government Offices, where the staff have acquired working knowledge of Hindi should be notified in the Official Gazette.

5. At any date if the percentage of staff having working knowledge of Hindi has gone below the 80 percent, it may be denotify by notification in the Official Gazette.

Manual, Codes, Other procedural literature articles of Stationary Etc. :

1. All Manuals, Codes and other Procedural Literature of Central Government Offices should be published in Hindi and English in diglot form.

2. The Forms, Heading in Registers, File Covers shall be in Hindi and English.

3. All name plate, sign boards, letter heads and inscription on envelopes, stationery items must be in Hindi and English.

Responsibility for Compliance:

1. It shall be the responsibility of the administrative head to ensure that the provisions of the Act and Rules are properly complied with and to devise suitable and effective checkpoints for this purpose.

2. The Central Government from time to time issue directions as may be necessary for the compliance of the provisions of the Act and these rules.

Various Awards Scheme for the use of the Rajya Sabha:

Railway Board Individual Cash Award Scheme: Every year 6 to 8 officers/employees are awarded for doing commendable and maximum work in Hindi by Railway Board at All India Hindi Week celebrations. The Railway Minister gives these awards. Every award winner gets Rs. 1000/- in Cash and a Certificate.

General Manager’s individual cash award scheme: Every year on the eve of South Central Railway’s Hindi Saptah Celebrations, 10 officers 30 Employees are awarded for doing commendable and maximum official work in Hindi. The General Manager gives these awards. Every award winner gets Rs. 1000/- in cash and a certificate.

Home Minister Award Scheme: All officers and Employees working in South Central Railway can participate in the competition under this scheme.
Officers /Employees in regions ‘A’ and ‘B’ for writing minimum of 20,000 words in Hindi per year and in region ‘C’ for writing minimum of 10,000 words in Hindi per year are given awards.

- Two First Prizes of Rs. 800/- each.
- Three Second Prizes of Rs. 400/- each.
- Five Third Prizes of Rs. 300/- each.

Under this scheme minimum 10 participants should be there from any Unit/Section/office.

**Collective Cash Award Scheme:** Under this scheme 3 departments are awarded for doing commendable and maximum work in Hindi.

Particulars of wards
- First Prize : Rs. 6,000/- (for 60 employees)
- Second Prize : Rs. 4,000/- (for 40 employees)
- Third Prize : Rs. 3,000/- (for 30 employees)

**Awards for writing Original Hindi Books on Technical Subjects:**

- One First prize : Rs.10,000/-
- Two Second Prizes : Rs. 5,000/- each
- Two third prizes : Rs. 3,000/- each
- Two consolation prizes : Rs. 2,000/- each

Apart from this copies of the awarded books are purchased for the Railway Hindi libraries.

**Indira Gandhi Raj Bhasha Award Scheme:**

- First Prize: Rs. 20,000/-, Second Prize: Rs. 16,000/-, Third Prize: Rs. 10,000/-

**Premchand Award Scheme for writing story, novel and poetry in Hindi:**

- Every year an award of Rs. 10,000/- is given to the best story book or a novel in Hindi.

**Maithilisharan Gupta Award:** An award of Rs. 10,000/- is given for best poetry book in Hindi.

**Training:** incentives regarding Hindi/ Hindi Typing / Stenography training (only for those officers/ Employees who did not possess working knowledge of Hindi)

The Officers/ Employees of group ‘A’, ‘B’ and ‘C’ who pass the above examination conducted under the Hindi teaching scheme with suitable marks are awarded in the following manner:

**Lump sum Award:**

On passing of Prabodh/Praveen/Pragya/Hindi typng/Stenography examination under the Hindi Teaching Scheme by own efforts, the officers and employees are awarded in the following way:

Prabodh Rs. 500/-, Praveen Rs. 500/-, Pragya Rs. 600/-,
Hindi Typing Rs. 400/-, Hindi Stenography Rs. 750/-.
Hindi examinations of voluntary Hindi organizations, which are recognized by Government of India as equivalent to Matric and Higher

**Cash Award**

<table>
<thead>
<tr>
<th>Having Secured</th>
<th>Prabodh</th>
<th>Praveen &amp; Pragya</th>
</tr>
</thead>
<tbody>
<tr>
<td>70% or more marks</td>
<td>Rs. 400/-</td>
<td>Rs. 600/-</td>
</tr>
<tr>
<td>60% or more marks</td>
<td>Rs. 200/-</td>
<td>Rs. 400/-</td>
</tr>
<tr>
<td>55% or more marks</td>
<td>Rs. 100/-</td>
<td>Rs. 200/-</td>
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</table>

In addition personal pay equal to one month’s increment for 12 months.

For passing Hindi typing and Stenography examination:

<table>
<thead>
<tr>
<th>Typing</th>
<th>Stenography</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>97% or more marks</td>
<td>95% or more marks</td>
<td>Rs.600/-</td>
</tr>
<tr>
<td>95% or more marks</td>
<td>92% or more marks</td>
<td>Rs.400/-</td>
</tr>
<tr>
<td>90% or more marks</td>
<td>88% or more marks</td>
<td>Rs.200/-</td>
</tr>
</tbody>
</table>

For passing typewriting an additional, personal pay equal in amount to one increment for 12 months.

For passing stenography an addition, personal pay equal in amount to two increments for the first twelve months and one for the next 12 months on passing Hindi Stenography Examination.

**Hindi Essay, Elocution, noting and Drafting competitions:**

Hindi Essay, Elocution, Noting, Drafting competitions are conducted at Zonal and Railway board level and the Hindi Typewriting competition is conducted only at Zonal level. All these competition are conducted once in a year.

**Awards are given in the following manner:**

For Hindi, Essay, Elocution and Noting and Drafting competition:

<table>
<thead>
<tr>
<th>Prizes</th>
<th>Zonal level</th>
<th>Railway Board Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Prize</td>
<td>Rs. 500/-</td>
<td>Rs. 600/-</td>
</tr>
<tr>
<td>Second prize</td>
<td>Rs. 400/-</td>
<td>Rs. 500/-</td>
</tr>
<tr>
<td>Third Prize</td>
<td>Rs. 300/-</td>
<td>Rs. 200/-</td>
</tr>
<tr>
<td>Consolation Prize</td>
<td>Rs. 75/- (three prizes)</td>
<td>Rs. 150/- (five prizes)</td>
</tr>
</tbody>
</table>

Competition will be held in July/August.
LEAVE RULES

Short title.

These rules may be called the Railway Services (Liberalised Leave) Rules, 1949.

Extent of application.

These rules shall apply to (i) Railway servants appointed on or after 1st February 1949; (ii) Railway servants appointed prior to 1st February 1949 who have elected to be governed by these rules; and (iii) others who are brought under these rules by special orders; (iv) a temporary Railway servant who has completed 3 years continuous service shall be entitled, from the date of completion of 3 years continuous service, to the same conditions of service in respect of question of leave (including leave salary) as he would have been entitled to if he held a lien on the post in which he was initially appointed.

General Conditions

Right to leave.

Leave cannot be claimed as of right and leave of any kind may be refused or revoked by the authority* competent to grant it, but it shall not be open to that authority to alter the kind of leave due and applied for except at the written request of the Railway servant. *See schedule.

Railway Ministry’s decision.—The above provisions are not, however, intended to be so used as in effect to abridge to the employees’ leave entitlements. It is desirable in the interests of efficiency that employees take leave at suitable intervals and return to work keen and refreshed. The leave sanctioning authority should draw a phased programme for the grant of leave to the applicants by turns with due regard to the priority of claims to leave at the same time ensuring for adequate presence of staff so that no dislocation in the normal working of establishment is caused.

Effect of dismissal, removal or resignation on leave at credit.

(1) Except as provided in rule 541 and this rule, any claim to leave to the credit of a railway servant, who is dismissed or removed or who resigns from railway service ceases from the date of such dismissal or removal or resignation.

(2) Where a railway servant applies for another post under the Government of India but outside the Railways, if such application is forwarded through proper channel and the applicant is required to resign his post before taking up the new one, such resignation shall not result in the lapse of the leave to his credit.

(3) A railway servant who is dismissed or removed from service and is reinstated on appeal or revision, shall be entitled to count for leave his service prior to dismissal, or removal, as the case may be.

(4) A railway servant, who having retired on compensation or invalid pension or gratuity is re-employed and allowed to count his past service for pension or State Railway Provident Fund benefits, as the case may be, shall be entitled to count his former service towards leave.

Railway Ministry’s decision

Break in Service due to strike.— Strikes may be divided into two categories—

(a) Legal strikes, i.e. those which have been called after complying with the provisions of the Industrial Disputes Act, 1947 and

(b) Illegal strikes, i.e. those in which the preliminaries to the calling of a legal strike have not been observed.
Strikes falling under (a) above do not constitute a break in service and it would be appropriate for the Railway administrations to treat the period of absence as leave with or without allowances as the case may be without reference to the Railway Board.

In case of illegal strikes, however, the absence of the employees concerned is tantamount to a break in service and cannot be condoned without the sanction of the President.

When a break in service due to participation in an illegal strike is condoned by the President as dies non i.e. neither constituting a break in service nor counting as service such a period is deleted as being non-existing in so far as the particular employee or employees are concerned and therefore the status quo ante the interregnum is restored in all respects from the date following the last day of the period treated as dies non. In other words service prior to the break so condoned will be treated as continuous with the services after the break itself for all purposes but the period of break itself will not be taken into account for any purpose. (Case No. E48 ST/191(L) & E 51.ST/1-44).

Conversion of one kind of leave into another.

(1) At the request of a railway servant made before he ceases to be in service, the authority which granted him leave may convert it retrospectively into leave of a different kind which was due and admissible to him at the time the leave was granted, but the railway servant cannot claim such conversion as a matter of right.

Provided that no such request shall be considered unless received by such authority, or any other authority designated in this behalf, within a period of 30 days of the concerned Railway servant joining his duty on the expiry of the relevant spell of leave availed of by him.
(Authority:- Railway Board’s letter No.F(III)/98/LE1/1 dt. 5-2-98)

(2) The conversion of one kind of leave into another shall be subject to adjustment of leave salary on the basis of leave finally granted to the railway servant, that is to say, any amount paid to him in excess shall be recovered or any arrears due to him shall be paid.

Note.— Extraordinarily leave granted on medical certificate or otherwise may be converted retrospectively into ‘leave not due’ subject to the provisions of rule 528.

Commencement and end of leave.

Leave ordinarily begins on the day on which transfer of charge is effected and ends on the day preceding that in which charge is resumed.

Combination of different kinds of leave.

Except as provided otherwise under these rules, any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave.

Explanation.—Casual leave which is not recognised as leave under these rules shall not be combined with any other kind of leave admissible under these rules. There is, however, no objection to Casual leave being followed by quarantine leave.

Combination of holidays with leave.

(1) When the date immediately preceding the day on which a railway servant’s leave begins or immediately following the day on which his leave expires is a holiday or one of a series of holidays, the railway servant may leave his station at the close of the day before, or return to it on the day following such holidays, provided that—
(a) his transfer or assumption of charge does not involve the handing or taking over of securities or moneys other than a permanent advance;
(b) his early departure does not entail a correspondingly early transfer from another station of a railway servant to perform his duties; and
(c) the delay in his return does not involve a corresponding delay in the transfer to another station of the railway servant who was performing his duties during his absence or in the discharge from railway service of a person temporarily appointed to it.

(2) in the case of leave on medical certificate:--
   (a) When a Railway servant is certified medically unwell to attend office, holidays if any immediately preceding the day he is so certified shall be allowed automatically to be prefixed to leave and the holidays if any immediately succeeding the day he is so certified (including that day) shall be treated as part of the leave; and
   (b) When a Railway servant is certified medically fit for joining duty, holidays if any, succeeding the day he is so certified shall be allowed automatically be allowed to be suffixed to the leave and holidays, if any, preceding the day he is so certified (including that day) shall be treated as part of the leave.

(3) On condition that the departing railway servant remains responsible for the moneys in charge, the competent authority may in any particular case waive the application of clause (a) of proviso to the sub-rule (1).

(4) Unless the authority competent to grant leave in any case otherwise directs—
   (a) If holidays are prefixed to leave, the leave and any consequent rearrangement of pay and allowances take effect from the day after the holidays; and
   (b) If holidays are suffixed to leave, the leave is treated as having terminated and any consequent rearrangement of pay and allowances takes effect from the day on which the leave would have ended if holidays had not been suffixed.

Railway Ministry’s decision—All holidays notified locally by Railway Administrations may be treated as holidays for the purpose of rules 506 and 508. Since the declaration of holidays as recognized holidays rests with the President the lists of holidays should be approved by that authority. The above decision does not apply to offices which follow holidays declared by Central and State Government or Union Territories. (Railway Ministry’s case No. F43/HL(1))

Employment during leave.

A Railway servant on leave may not take any service or accept any employment without obtaining the previous sanction of—
   (a) the President if the proposed service or employment is outside India; and
   (b) the authority empowered to appoint him, if in India.

Note—This does not apply to casual literacy work, or to service as an examiner or similar employment nor does it apply to acceptance of foreign service with the sanction of the competent authority.

Maximum amount of continuous leave.

Unless the President, in view of the exceptional circumstances of the case otherwise determines, no Railway servant shall be granted leave of any kind for a continuous period exceeding 5 years.

Grant and return from leave
Application for leave.

An application for leave or for extension of leave shall be made to the authority competent to grant such leave or extension in the form at Annex- I.

Grant of leave.

Priority of claims to leave.—In case where all applications for leave cannot, in the interest of the public service, be granted, an authority competent to grant should, in deciding which applications should be granted, take into account the following considerations—

(a) The railway servants who can, for the time being best be spared.
(b) The amount of leave due to the various applicants.
(c) The amount and character of the service rendered by each applicant since he last returned from leave.
(d) The fact that any such applicant was compulsorily recalled from his last leave.
(e) The fact that any such applicant has been refused leave in the public interest.

Railway Ministry’s decision 1.—The order sanctioning leave on average pay/half average pay to Railway servant shall indicate the balances of such leave at his credit.
(E(P&A)176 LE 3/1 dot. 11-3-1977)

Railway Ministry’s decision 2.—In order to save time, effort and expense, it has been decided that instead of issuing individual leave orders, these orders should, as far as possible, be issued in a consolidated form for each category of staff separately, if not already being done. The consolidated leave orders may be issued once in a fortnight, say, on 20th of the month in respect of persons who proceeded on leave between 1st and 15th, and on 5th of the next month in respect of those who proceeded on leave between 16th and the last working day of the previous month. These dates may, if necessary, be varied to suit local convenience. Exception may be made, if necessary, in the types of cases mentioned below:

(i) Where the Railway servant and his leave sanctioning authority are located at different stations, and
(ii) Where officiating arrangement is to be made in the leave vacancy.

Where a Railway servant is proceeding on leave before the date of issue of the consolidate leave order, the fact whether the leave applied for by him has been sanctioned or not may informally be ascertained from administration section by the individual concerned. The general principle should, however, be that after the leave has been recommended by the Railway servant’s immediate controlling authority, the leave may be deemed to have been sanctioned unless he is given an intimation to the contrary.

Leave Account.

A leave account shall be maintained in the prescribed from for each railway servant by the Accounts Officer in the case of Group A and Group B railway servants and by the head of the office or an officer authorised by him in the case of Group C and Group D Railway Servants.

Verification of title to leave.

The amount of leave due to a railway servant is the balance leave at his credit in the leave account. No leave shall be granted to a railway servant until a report regarding its admissibility has been obtained from the authority maintaining the leave account.
Leave when not to be granted.

Leave shall not be granted to a railway servant whom a competent punishing authority has decided to dismiss, remove or compulsorily retire from railway service.

Recall to duty before expiry of leave.

In case a Railway servant is recalled to duty before the expiry of his leave, such recall to duty shall be treated as compulsory in all cases and the railway servant shall be entitled:—

(a) If the leave from which he is recalled is in India, to be treated as on duty from the date on which he starts from the station to which he is ordered, and to draw—
   (i) traveling allowance under rules made in this behalf for the journey; and
   (ii) leave salary until he joins his post, at the same rate at which he would have drawn it but for recall to duty.
(b) If the leave from which he is recalled is out of India, to count the time spent on the voyage to India as duty for purposes of calculating leave, and to receive—
   (i) leave salary, during the voyage to India and for the period from the date of landing in India to the date of joining the post at the same rate at which he would have drawn it but for recall to duty;
   (ii) a free passage to India;
   (iii) refund of his passage from India if he has not completed half the period of his leave by the date of leaving for India on recall, or three months, whichever is shorter;
   (iv) duty pass and traveling allowance, under the rules for the time being in force for travel from the place of duty.

Return to duty from leave.

(1) A railway servant on leave shall not return to duty before the expiry of the period of leave granted to him, unless he is permitted to do so by the authority which granted him leave.
(2) Notwithstanding anything contained in sub-rule (1), railway servant on leave preparatory to retirement shall be precluded from returning to duty save with the consent of the authority competent to appoint him to the post from which he proceeded on leave preparatory to retirement.
(3) A railway servant who has taken leave on medical certificate may not return to duty until he has produced a medical certificate of fitness from the appropriate Medical authority.
(4) A railway servant returning from leave is not entitled, in the absence of specific orders to that effect, to resume as a matter of course, the post which he held before going on leave.
(5) Such railway servant shall report his return to duty to the authority which granted him leave or to the authority, if any specified in the order granting him the leave and await orders.

Absence after the expiry of leave.

(1) Unless the authority competent to grant leave extends the leave, a railway servant who remains absent after the end of leave is entitled to no leave salary for the period of such absence and the period shall be debited against his leave account as though it were leave on half average pay, to the extent such leave is due, the period in excess of such leave due being treated as extraordinary leave.
(2) Wilful absence from duty after the expiry of leave renders a railway servant liable to disciplinary action.

Grant of leave on Medical Certificate.

General Rules.—(1) Medical Officers shall not recommend grant of leave in any case in which there appears to be no prospect that the railway servant concerned will ever be fit to resume his duties. In such cases the opinion that the railway servant is permanently unfit for railway service should be
recorded in the Medical certificate. A railway servant in Group A or Group B should not be invalidated out of service on account of ill health except on the certificate of a Medical Board.

(2) Every certificate of a Medical Officer recommending the grant of leave to a railway servant must contain a proviso that no recommendation contained in it shall be evidence or a claim to any leave not admissible to the railway servant under the term of his contract or the rules to which he is subject. The certificate should be forwarded to the authority competent to grant the leave and the orders of that authority should be awaited.

(1) Grant of leave on Medical certificate to Group A and Group B Officers.

Before a railway servant in Group A or Group B is granted leave or an extension of leave, on medical certificate, he shall obtain a certificate in the following form:

"Commuted Leave/Leave on production of Medical Certificate by the Railway Servants shall be regulated as follows:-

1. A Railway servant (Gazetted or Non-gazetted), on being a Central Government Health Scheme (CGHS/Railway Health Services (RHS)) beneficiary and living in an area covered by the CGHS/RHS at the time of illness, shall be required to produce a Medical and Fitness Certificate in the Form prescribed in Annexure XI to Rule 538 and 541 of Indian Railway Medical Manual, Volume 1, Third Edition 2000 either from an authorized CGHS Medical Officer or a Railway/Government Authorized Medical Officer.

In circumstances where the Railway Doctor's line visits do not materialize, the Railway employees, who are covered by the line jurisdiction of the Railway doctor and who have fallen ill, may obtain a Medical Certificate from a Registered Medical Practitioner (RMP) subject to the condition that if the leave applied for on medical grounds is for more than 3 days, the employee should report to the Railway doctor if he is fit to travel or send intimation about his condition, if he is bed-ridden, at such intervals as directed by the Railway doctor.

2. Railway servants (Gazetted or Non-gazetted), who are not CGHS beneficiaries, (including those who have opted out of the CGHS / RHS or are CGHS or RHS Card Holders, but at the time of illness are residing outside the jurisdiction of the CGHS / RHS facilities or take ill while being outside the Headquarters) are required to produce a Medical and Fitness Certificate from his Authorized Medical Attendant (AMA) provided that in the case of a Non-gazetted Railway employee, if no AMA is available within a radius of 8 kilometers of his residence or place of temporary stay outside the Headquarters, the leave sanctioning authority may at his discretion, sanction Leave / Commuted Leave on production of a Medical Certificate from the Registered Medical Practitioner, after satisfying itself of the facts / merits of the case.

3. In case of hospitalization/indoor treatment permitted in a private hospital recognized under the CGHS/Central Services (Medical Attendance) Rules, 1944 and Railway Medical Attendance Rules as contained in Indian Railway Medical Manual, Third Edition, 2000(Corrected upto 30.9.99), a Railway servant (Gazetted or Non-gazetted), whether a CGHS/RHS beneficiary or not, may produce the requisite Medical/Fitness Certificate from the Authorized Medical Officer of such a hospital in case his hospitalization/ indoor treatment, is on account of the particular kind of disease (e.g. heart, cancer etc.) for the treatment of which the concerned Hospital has been recognized by the Ministry of Health and Family Welfare. There may be instances where an employee may be initially admitted to such a hospital at a stage when the disease has yet not been fully diagnosed and it may subsequently be established that the disease was not that, the suspicion of which prompted his / her admission to the hospital. In such cases, the leave sanctioning authority, with the approval of the General Manager, may grant Leave / Commuted Leave on the basis of the Medical Certificate from the Authorized Medical Officer of such a hospital, if he is satisfied about the genuineness of the case.

4. In cases where a Non-gazetted Railway servant finds it difficult to obtain the Medical/Fitness Certificate from a CGHS/RHS doctor or AMA in exceptional cases, the leave sanctioning
authority, may consider grant of leave on the basis of the Medical/Fitness Certificate from an RMP after taking into account the circumstances of the specific case. Such a certificate should be, as nearly as possible, in the prescribed form as given in Annexure XI of Rule 538 and 541 of Indian Railway Medical Manual, Volume 1, Third Edition 2000, and should state the nature of illness and the period for which the Railway servant is likely to be unable to perform his duties. The competent authority may, at its discretion accept the certificate, or in cases where it has reasons to suspect the bona fides, refer the case to the Divisional Medical Officer for advice or investigation. The Medical Certificate from registered private practitioners produced by the Railway servant in support of their application for leave may be rejected by the competent authority only after a Railway Medical Officer has conducted the necessary verifications and on the basis of the advice tendered by him after such verifications.

5. Certificate of Fitness in the case of employees working in the Zonal Railways and Field Units will continue to be governed by the provisions contained in Rule 538 and 541 of Indian Railway Medical Manual, Volume 1, Third Edition 2000.

Note: Ordinarily, the jurisdiction of a Railway Medical Officer will be taken to cover Railway servant residing within a radius of 2.5 kilometers of the Railway Hospital or health unit to which the Doctor is attached, and within a radius of one kilometer of a Railway station of the Doctor’s beat.

(Railway Ministry’s letter No. E(G)72LE-1-11 dated 28-9-72.)

Leave to a railway servant who is unlikely to be fit to return to duty.

(1) (a) When a medical authority has reported that there is no reasonable prospect that the railway servant will ever be fit to return to duty, leave shall not necessarily be refused to such Railway servant.

(b) The leave may be granted, if due, by the authority competent to grant leave on the following conditions:

(i) if the medical authority is unable to say with certainty that the railway servant will never again be fit for service, leave not exceeding twelve months in all may be granted and such leave shall not be extended without further reference to a medical authority;

(ii) if a railway servant is declared by a medical authority to be completely and permanently incapacitated for further service leave or an extension of leave may be granted to him after the report of the medical authority has been received, provided the amount of leave as debited to the leave account together with any period of duty beyond the date of the report of the medical authority, does not exceed six months.
(2) A railway servant who is declared by a medical authority to be completely and permanently incapacitated for further service, shall:--
(a) if he is on duty, be invalidated from service from the date of relief of his duties, which could be arranged without delay on receipt of the report of medical authority. If, however, he is granted leave under para (1) above he shall be invalidated from service on the expiry of such leave; and
(b) if he is already on leave, be invalidated from service on the expiry of that leave or extension of leave, if any, granted to him under sub-para (1)

(3) A Railway servant who fails in vision test or otherwise becomes physically incapable of performing the duties of the post which he occupies but not capable of performing other duties shall be granted leave in accordance with ordinary rules subject to the proviso that where the Railway servant has not got six months leave to his credit his leave shall be made up to six months by the grant of extraordinary leave.

If an alternative employment cannot be found for such a person within the period of leave granted as above, his service shall not be terminated but his leave shall be extended by the grant of extraordinary leave, subject to the condition that the total amount of extraordinary leave to be granted to the Railway servant does not exceed six months.

The medically decategorised Railway employee waiting for absorption in alternative post may be allowed to commute the period of LHAP on production of medical certificate, subject to certification that the employee is not fit to hold the post from which he proceeded on leave. The commutation will, however, be admissible only upto the stage that an alternative post is offered to him by the administration.

**Kinds and amount of leave Due and Admissible**

**Leave on average pay.**

(1) (a) (i) A railway servant permanent or temporary other than one who is serving in a railway school shall be entitled to 30 days leave on average pay in a calendar year.

(ii) The leave account of every railway servant shall be credited with leave on average pay in advance in two instalments of 15 days each on the first day of January and July every calendar year.

(b) The leave at the credit of a railway servant at the close of the previous half year shall be carried forward to the next half year subject to the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 300 days.

(c) A period spent in foreign service shall count as duty for purpose of this rule, if contribution towards leave salary is paid on account of such period.

(d) The following procedure for crediting LAP on 1st Jan./1st July w.e.f. 01.07.1997 in respect of Railway employees may be adopted:--

(i) In case of Railway employees, having at their credit leave on Average Pay of 285 days or less as on 1st January/1st July of a year, LAP of 15 days or proportionately less in respect or retiring persons of those leaving service during the next half year may continue to be credited to their leave account in advance as at present.

(ii) In cases where the Leave on Average Pay at credit as on 1st January/1st July is 300 days or less but more than 285 days, credit of LAP for 15 days may be kept separately and first adjusted against any LAP that the Railway servant may take during the ensuing half year and the balance, if any, credited to the LAP account at the close of the half year subject to the ceiling of 300 days. If the LAP taken during the half year is more than 15 days the amount in excess of 15 days will, however, have to be debited to the leave account.

(Authority:- Railway Board’s letter No. E(P&A)I-2000/CPC/LE-3 dt.1.8-2000)

2. Subject to the provisions of rules 503,541 as well as this rule, the maximum leave on average pay that may be granted at a time to a railway servant shall be 180 days.
Calculation of leave on average Pay.

(1) Leave on Average pay shall be credited to the leave account of a railway servant at the rate of 2½ days for each completed calendar month of service which he is likely to render in a half year in which he is appointed.

(2)(a) The credit for the half year in which a railway servant is due to retire or resigns from the service shall be afforded only at the rate of 2½ days per completed calendar month up to the date of retirement or resignation.

(b) When a railway servant is removed or dismissed from service or dies while in service, credit of earned leave shall be allowed at the rate of 2½ days per completed calendar month up to the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies in service.

(3) If a railway servant has availed of extraordinary leave and/or some period of absence has been treated as dies non during the previous half year, the credit to be afforded to his leave account at the commencement of the next half year shall be reduced by 1/10th of the period of such leave and/or dies non subject to a maximum of 15 days.

(3) While affording credit of Leave on Average Pay fraction of a day shall be rounded off to the nearest day.

(Authority:- Railway Board’s letter No. E(P&A)I-2000/CPC/ALE-5 dt.7.2-97)

Railway Ministry’s decision.- Concession to Railways servants on the North-East Frontier Railway. Once in a calendar year, the staff proceeding on leave on average pay to or via Calcutta, Lucknow or Patna will be granted additional leave, not debitable to their leave account on the following scale:-

(i) Staff headquarters at Siligur station or at stations west of Siliguri 2 days
(ii) Staff headquarters at stations last of Siliguri but on the North Bank of Brahmaputra, including Darjeeling-Himalaya Section and at Pandu (Guwahati). 4 days
(iii) Staff head quarters at stations to the east of Pandu

(Railway Ministry’s letter No.E(G)58AD-I dt. 15-2-1958). 6 days

Leave on half average pay.

(1)(a) A railway servant, permanent or temporary, including who is serving in a railway school, shall be entitled to leave on half average pay of 20 days in respect of each completed year of service.

(b) The leave due under clause (a) may be granted on medical certificate or on private affairs.

(c) The amount of leave on half average pay that can be availed of in one spell irrespective of its being combined with any other kind of leave or not shall be limited to 24 months.

(2) If a railway servant is on leave on the day on which he completes a year of service, he shall be entitled to half pay leave without having to return to duty.

(3) The leave on half-average pay will be credited to the leave account of Railway servant on 1st January and 1st July each as indicated below:

(1) The account of leave on half average pay of every railway servant including Railway School Teachers and other staff (such as Lab. Assistants, Assistant and Librarian in Railway Schools) shall be credited with leave on half average pay in advance, in two instalments of ten days each on the first day of January and July of every calendar year.

(2) The leave shall be credited to the leave account at the rate of 5/3 days for each completed calendar month of service which the railway servant is likely to render in the half-year of the calendar year in which he/she is appointed.

(3) The credit for half-year in which the railway servant is due to retire or resigns from service shall be allowed at the rate of 5/3 days per completed month up to the date of retirement resignation.

(4) When a railway servant is removed or dismissed or dies while in service, credit of leave on half-average pay shall be allowed at the rate of 5/3 days per completed calendar month up to the end of calendar month preceding the calendar month in which the railway servant is removed or dismissed from service or dies while in service.

(5) Leave on half-average pay under these rules may be granted on medical certificate or on private affairs provided that in the case of railway servants, not permanently employed, no leave on half-
average pay shall be granted unless the authority competent to grant leave has reasons to believe that the railway servant will return on its expiry, except in the case of a railway servant who has been declared completely or permanently incapacitated for further service by a medical authority.

(6) While calculating the completed months of service the month may be rounded off to the next higher if it exceeds more than 15 days (For example if a railway servant has completed a year’s service as on 11th May 1986, he may be given the benefit of L.H.A.P. from May since it exceeds 15 days to December 1985 for 13 days viz.5/3 X 8 = 13½).

(7) Where a period or absence for suspension of a Railway servant has been treated as “dies-non” in a half year, the credit to be afforded to his half-pay leave account at the commencement of next half-year, shall be reduced by one-eighteenth of the period of ‘dies-non’, subject to a maximum of ten days.


(8) While affording credit of half pay leave, fraction of a day may be rounded off to the nearest day.

EXPLANATION:
Sub-clauses (7) & (8) under Sub-rule (3) of Rule 526 of Indian Railway Establishment Code, Volume I (1985 Edition) have been incorporated with the President’s approval effective from 4-7-1987. Incorporation of these Rules have been necessitated due to amendments made by the Department of Personnel & Training in the Central Civil Services (Leave) Rules, 1972 vide their Notification No. 13014/1/87 Estt. (L) dated 17-7-1987. It is certified that retrospective effect given to these rules will not adversely affect any employee to whom these rules apply.

Railway Ministry’s decision.—It is not necessary that a railway servant should return to duty before availing of half-average pay leave which he has earned during this spell of leave. As the half-average pay leave becomes due on completing a year’s service which term include extraordinary leave, the leave account can be credited with the amount of such leave, as soon as it is earned. If a railway servant who is already on leave, subsequently applies for an extension of leave, his application can be treated as a fresh application for leave and in such circumstances there is no objection to the grant of half pay leave in continuation of the leave already granted to him. There is also no objection to the grant of such leave during a spell of leave already granted to a railway servant provided he submits his application or formally requests for the conversion of the leave already granted to him into half pay leave. In such cases it will be necessary to revise the original leave account and subsequent leave will have to be granted according to the amended leave accounts.

(Railway Board’s Letter No. E(G)56-CPC/LR/8 dated 13-1-1958.)

Commuted leave. Commuted leave not exceeding half the amount of leave on half-average pay due may be granted on medical certificate to railway servant to the following conditions:--

(a) the authority competent to grant leave is satisfied that there is reasonable prospect of the railway servant returning to duty on its expiry;

(b) when commuted leave is granted, twice the amount of such leave shall be debited against the leave on half-average pay due;

(c) there is no limit to the number of days of commuted leave to be availed of during the entire service;

(d) leave on half average pay upto a maximum of 180 days shall be allowed to be commuted during the entire service where such leave is utilised for an approved course of study which is certified to be in the public interest by the leave sanctioning authority;

(e) where a railway servant who has been granted commuted leave and resigns from service or at his request is permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as leave on half average pay and the difference between the leave salary in respect of commuted leave and leave on half average pay shall be recovered.

Provided that no such recovery shall be made if the retirement is compulsorily thrust upon him by reason of ill health incapacitating the railway servant for further service or in the even of his death.

(f) commuted leave may be granted at the request of the railway servant even when leave on average pay is due to him.
Leave not due.

(1) Leave not due may be granted to a railway servant in permanent employment subject to the following conditions:—
   (i) leave not due shall be limited to the leave on half average pay he is likely to earn thereafter;
   (ii) leave not due during the entire service shall be limited to a maximum of 360 days, on medical certificate;
   (iii) leave not due shall be debited against the half pay leave he is likely to earn subsequently.

(2) (a) Where a railway servant who has been granted leave not due resigns from service or at his request permitted to retire voluntarily without returning to duty the leave not due shall be cancelled, his resignation or retirement taking effect from the date on which such leave had commenced and the leave salary shall be recovered.

   (b) where a railway servant who having availed himself of leave not due returns to duty but resigns or retires from service before he has earned such leave he shall be liable to refund the leave salary to the extent the leave has not been earned subsequently.

Provided that no leave salary shall be recovered under clause (a) or clause (b) if the retirement is compulsorily thrust upon him by reason of ill health incapacitating the railway servant for further service or if he is retired compulsorily on disciplinary grounds or due to pre-matured retirement under para 620 of Manual of Pension Rules or the provisions relating to compulsory retirement of non-pensionable Railway servants on rendering 30 years of service or in the even of his death.

Leave not due to temporary railway employees.

Subject to the provisions of clause (i) and clause (iii), to rule 528(1), leave not due may be granted to temporary railway servants who are suffering from T.B., Leprosy, cancer or mental illness, for a period not exceeding 360 days during the entire service on medical certificate if the railway servant concerned has put in at least one year’s railway service:

   Provided that the post from which the railway servant proceeds on leave is likely to last till his return to duty; and the request for leave is supported by a medical certificate.

Note.—Leave not due, under Rules 528 and 529, is leave admissible under the Rules and where it can be granted, the grant of Extraordinary Leave under Rule 530 will be irregular unless specifically applied for by the Railway servant in writing.

Extraordinary Leave.

(1) Extraordinary leave may be granted to a railway servant in special circumstances—
   (a) when no other leave is admissible, and
   (b) When other leave is admissible, but the railway servant applies in writing for the grant of extraordinary leave.

(2) Unless the President in view of the exceptional circumstances of the case otherwise determines, no temporary railway servant shall be granted extraordinary leave on any one occasion in excess of the following limits:—
   (a) three months, without a medical certificate.
   (b) Six months where the railway servant has completed 1 year’s continuous service on the date of expiry of leave of the kind due and admissible under these rules including three months extraordinary leave under clause (a) and his request for such leave is supported by a medical certificate as required by these rules.
   (c) Eighteen months where the railway servant has completed one year’s continuous service and is undergoing treatment for—
      (i) pulmonary tuberculosis or pleurisy of tubercular origin, in a recognized sanatorium, Railway Hospital and Railway Chest Clinics.
      (ii) tuberculosis of any other part of the body by a qualified T.B. Specialist/Civil Medical Officer.
(iii) leprosy in a recognized leprosy institution or hospital recognized by the State Administrative Medical Officer concerned.
(iv) cancer or for mental illness in an institution recognized for the treatment of such disease or by a Medical officer or Specialist of railway or government.
(d) twenty four months where the leave is required for the purpose of prosecuting studies certified to be in public interest provided the railway servant concerned has completed three years continuous service on the date of expiry of leave of the kind due and admissible under these rules, including three months extraordinary leave under clause (a).

(3) (a) Where a railway servant is granted extraordinary leave in relaxation of the provisions contained in clause (d) of sub-rule (2), he shall be required to execute a bond (Annexure II) undertaking to refund to the railway during such leave plus that incurred by other agency with interest thereon in the event of his not returning to duty on the expiry of such leave or quitting the service before a period of 3 years after return to duty.
(b) The bond shall be supported by sureties from two permanent railway servants having a status comparable to or higher than that of the railway servant.

(4) Two spells of extraordinary leave, if intervened by any other kind of leave, shall be treated as one continuous spell of extraordinary leave for the purpose of sub-rule (2).

(5) The authority competent to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

**Note 1.**—The concession of extraordinary leave upto 18 months will be admissible also to a railway servant suffering from pulmonary tuberculosis, who receives, treatment at his residence under a tuberculosis specialist recognized as such by the State Administrative Medical Officer concerned and produces a certificate signed by that specialist to the effect that he is under his treatment and that he has reasonable chances of recovery on the expiry of the leave recommended.

**Note 2.**—Institutions recognized by the Government of India for the purpose of treatment of Central Government servants and their families will be deemed as recognized for the purpose of grant of extraordinary leave.

(Railway Board’s Letter No. F(E)52/LE-2/3 dated 15-6-60.)

**Note 3.**—No limit in case of permanent Railway servants, but all kinds of leave together shall not exceed 5 years in one spell.

**Note 4.**—Where a temporary railway servant fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him/her or where he/she is granted a lesser amount of extraordinary leave than the maximum amount admissible, and remains absent from duty for period which, together with the period of extraordinary leave granted, exceeds the limit upto which he/she could have been granted such leave under sub-rule (1) above, he/she shall unless the President in view of the exceptional circumstances of the case otherwise determines be removed from service after following the procedure laid down in the discipline and Appeal Rules for railway servants.

**Leave to probationers and a railway servant on probation.**

(1) (a) A railway servant on probation including a probationer under training for a post in Railway service Group A shall be entitled to leave under these rules as if he had held his post substantively otherwise than on probation.
(b) If, for any reason, it is proposed to terminate the services of a probationer, any leave which may be granted to him shall not extend—
   (i) beyond the date on which the probationary period as already sanctioned or extended expires; or
   (ii) beyond any earlier date on which his services are terminated by the orders of an authority competent to appoint him.

(2) A person appointed to a post on probation shall be entitled to leave under these rules as a temporary or permanent railway servant according as his appointment is against a temporary or a permanent post.
   Provided that where such person already holds a lien on a permanent post before such appointment, he shall be entitled to leave under these rules as a permanent railway servant.
Leave to Special Class Railway Apprentices.

Special Class Railway Apprentices may be granted leave on full stipend for a period not exceeding one month in any year of apprenticeship provided that except on grounds of ill health, the leave shall not be granted to an apprentice if it would interfere with his training. Leave in excess of one month in any year may be granted on grounds of ill health and when the excess leave is so granted, the apprentice shall not be eligible for any stipend for the excess period.

Leave to Apprentice Mechanics.

Apprentice Mechanics in Railway Workshop may be granted leave on full stipend for a period not exceeding 16 days and on half stipend on medical certificate for a period not exceeding 20 days in any year of apprenticeship.

Note 1.—Journeymen and similar other apprentices/trainees recruited for initial training on the Railways before they are appointed against the working posts in Group C service, during the period of their training may be granted leave under this rule.

Note 2.—Leave to probationary Assistant Station Masters and Commercial clerks and all others who are trained for employment and are not put on the time scale during the period of training shall be regulated under this rule.

Leave to Trade apprentices.

Trade apprentices may be granted leave on full stipend for a period not exceeding 12 days and leave on half stipend on medical certificate for a period not exceeding 15 days in any year of apprenticeship.

Leave to other apprentices.

Apprentices under training for Group C posts in all other departments who are posted to supervisory posts after training such as Apprentice Train Examiners, Apprentice Permanent Way Inspectors, Stores apprentices etc. may be granted leave like Apprentice Mechanics mentioned in rule 533. Apprentices who are appointed as skilled workmen after training may be granted leave like trade apprentices mentioned in rule 534.

Leave to apprentices.

Apprentices, other than special class apprentices, may be granted by the General Manager extraordinary leave (without stipend) under the rules applicable to temporary railway servants. The General Manager may re-delegate his powers under this rule to the Heads of Departments and officers in not below Junior Administrative grade.

General conditions for grant of leave to apprentices.

(1) In all cases mentioned in rules 531 to 536 leave will be non-accumulative and no leave shall be granted if it would interfere with the training.

(2) On subsequent absorption, without a break, if the period of apprenticeship or training as probationer, is treated as service, recalculation of leave may be allowed as is permissible under the normal operation of the rules.

Leave to persons re-employed after retirement.

(1) In the case of person re-employed after retirement the provisions of these rules shall apply as if he had entered railway service for the first time on the date of his re-employment.

(2) (a) If a railway servant, who quits the public service on compensation or invalid pension or gratuity, is re-employed and if his gratuity is thereupon refunded or his pension held wholly in abeyance his past service thereby becoming pensionable on ultimate retirement he may at the discretion of the authority sanctioning the re-employment and to such extent as that authority may decide count his former service towards leave.

(b) A railway servant who is dismissed or removed from the public service but is reinstated on appeal or revision is entitled to count his former service for leave.
Leave to Workshop staff.

(1) Skilled artisans as also semi-skilled and un-skilled workman will earn leave on average pay, half average pay and commuted leave and leave not due in accordance with these rules.

(2) Workshop staff may be allowed to take leave with pay, if due, or without pay, for periods not less than half a day. For this purpose leave for half a day means authorized absence from duty for over half an hour either during the first period before interval or the second period of any day on which the workshop remains open for both the periods. This concession however, is restricted to six occasions in a year.

Railway Ministry’s decision.—The practice of granting half a day’s leave against leave account to staff other than those employed in workshops may be allowed to continue where it is covered by express orders on the subject.
(Rly. Ministry’s letter No. F(E)49LE 2/5 dated 5-9-1949.)

Leave preparatory to retirement.

A railway servant not desirous of encashment of leave on average pay at his credit at the time of retirement on superannuation may be permitted by a competent authority to take leave preparatory to retirement to the extent of leave on average pay due not exceeding 180 days together with half pay leave due subject to the conditions that such leave extends upto and includes the day preceding the date of retirement.

Note.—The leave granted as leave preparatory to retirement shall not include extraordinary leave.

PASS RULES

I. Definitions:

1. Family

- Sons below 21 years
- Sons above 21 years provided they are
  - Bonafide students
  - Doing research
  - Article clerk under C.A
  - Invalid person
- Unmarried daughter of any age earning or not
- Widow daughter dependant on the Rly.employee
- Legally divorced daughter dependant on the Rly.employee

2. Dependants:

- Mother including divorced mother
- Unmarried / widowed / legally divorced sister
- Brother / step brother under 21 years
- Invalid brother of any age
- Brother above 21 years provided he is a bonafide student
- Widowed mother in law in C.G appointments only.
II. Pay limits for entitlement of passes

<table>
<thead>
<tr>
<th>S. No</th>
<th>Category</th>
<th>Class of Pass / PTO</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Gr. A&amp; B (Gazetted)</td>
<td>I A</td>
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<tr>
<td>2</td>
<td>Gr. C &amp; Gr. B (Non-Gazetted)</td>
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<tr>
<td></td>
<td>(A) Those appointed prior to 01.8.1968</td>
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<tr>
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<td>(i) Drawing pay of Rs. 4900/- or above provided they are in the scale the max. of which Rs.6000/- or above</td>
<td>I class</td>
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<td>(ii) Others</td>
<td>II / Sleeper</td>
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<td>(B) Those appointed during the period from 01.8.1968 to 10.11.1987</td>
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<tr>
<td></td>
<td>(i) Drawing pay of Rs. 5375/- or above provided they are in the scale the max. of which Rs.7000/- or above</td>
<td>I class</td>
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<tr>
<td></td>
<td>(ii) Others</td>
<td>II / Sleeper</td>
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<tr>
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<td>(C) Those appointed during the period from 10.11.87 to 01.02.99</td>
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<tr>
<td></td>
<td>(i) Drawing pay of Rs.7250/- or above or those who are in the pay scales the min. of which is 6500/- and above</td>
<td>I class</td>
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<tr>
<td></td>
<td>(ii) Others</td>
<td>II / Sleeper</td>
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<td>(D) Appointed after 01.02.99</td>
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<td>(i) those who are in the pay scales the min. of which is 6500/- and above</td>
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<td></td>
<td>(ii) Those drawing pay of Rs.7600/- and above</td>
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<tr>
<td></td>
<td>(iii) Those who are in pay scales of 5000-8000 &amp; 5500-9000 and drawing pay of Rs.7250/- above but less than 7600/-</td>
<td>II A class</td>
</tr>
<tr>
<td></td>
<td>(iv) Others</td>
<td>II / Sleeper</td>
</tr>
<tr>
<td>3</td>
<td>Group D</td>
<td>II / Sleeper</td>
</tr>
</tbody>
</table>

III. Kinds of passes:

1. Duty pass
2. Privilege pass / PTO
3. Residential Card pass
4. School pass
5. School card pass
6. Post retirement passes
7. Widow pass
8. Special passes

I. Duty Pass:

It is issued for performing journey while on duty.

(a) Gold Pass:
- It is issued to CRB, Members Rly.Bd., FC, CRS, GMs, Heads of Institutions and units equivalent to GMs rank and all other officers in scale Rs.24050- 2600 and above who directly report to Rly.Bd.
- Can travel in any class over Indian Railways with family subject to two berths in I AC or 4 berths in other than I AC

(b) Silver Pass:
- Issued to SAG Officers / HODs of Rly.Admin
- Pass Holder alone can travel in any class
- With family in any class other than I AC subject to 4 berths
- Can travel in I AC with family subject to 2 berths on payment of 1/3 difference of fare between II AC & I AC
(c) Bronze Pass:

- Issued to JA grade Officers and all other officers of Zonal Rly.
- Can travel in any class other than I AC with family subject to 4 berths
- JA grade officers over IR and other officers over their Zone only.
- JA grade officers with pay of Rs.14300/-and above can travel in IAC with family on payment of 1/3 of difference of fare.

(d) Card Pass:

- Other officers of Rly.Bd.are issued with card pass for I A class.
- They can travel over IR between the stations and during such periods as mentioned.
- Can travel in any class other than I AC with family subject to 4 berths.
- Group C & D staff is issued with same class as entitled on privilege account .Holder alone can travel on duty pass.

(e) Check Pass:

- All other officers of Zonal Rly.and Rly.Bd. can be issued with cheque pass for I AC class
- Can travel in any class other than I AC with family subject to max. of 4 berths
- Group C & D officers are issued with same class of check pass as entitled on privilege account between the stations mentioned therein. Holder alone can travel.

Note: General rules relating to duty pass:

- Return pass for family if Group A & B officer is required to cut short his tour and return to Hqrs. leaving behind his family. The family is eligible for return pass of the same class as on privilege account.
- Family members of probationary officers may be included in the duty pass.
- Members including CRB & FC to be provided with one standard gauge saloon for his exclusive use and family can travel free of cost. If any other person other than bonafide traveler is traveling he shall pay I class ticket charges.
- Cycle / Motor Cycle may be permitted on duty pass if justified in the interest of official work

Rules of duty card pass

- One attendant in II / Sleeper class is allowed on Metal, I A. and I Class duty passes
- Should surrender metal pass / card pass or pay penalty for the loss before demitting office on superannuation or otherwise. No objection certificate from pass section.

2. Privilege Passes:

Group A & B officers:

- I A class pass white in colour
- 6 sets of passes, 4 / 6 sets of PTOs in a year. Those appointed after 30.6.87 4 sets of PTOs only. For others depending up on their option.
- Can travel in any class other than I AC in any train except Rajadhani / Shatabthi Exp.
- 40 Kg free luggage for each adult member and 75 Kg. for each child.
- One attendant in II / Sleeper class
- Can travel in I AC.on payment of 1/3 difference of fare between I ac and I class
Group C officers:

- One set of pass during the first 5 years, 3 sets of passes after 5 years of service
- 4 / 6 sets of PTOs in a year
- I class holder is eligible for one attendant in II class, 70Kg for adult & 35 Kg for child
- II / SL class holder can carry 50 Kg. per adult 25 kg. per child 7 attendant 50Kg.
- I class pass holder can travel in I AC on payment of full difference.

Rules regarding PTOs:

- Can carry one attendant on payment of 1/3 of fare.
- Can travel in higher class on payment of 1/3 of the fare of the class entitled and full difference of fare between the entitled class and class of travel
- Break journey, distance restriction and luggage are same as that of privilege pass.

General rules relating to passes and PTOs:

1. Invalid person- Disability of mind or physically crippled or handicapped and is unfit to earn. Certificate by MO not below the rank of DMO. To be produced once after every 3 years.
2. School certificate-Should be submitted once in a year at the beginning of the academic year.
3. Step sons and step daughters may be included in the pass on specific request.
4. Blind member if traveling alone one companion in the same class is allowed.
5. Pass / PTO is admissible during all kinds of leave including EOL.
6. Family members can also apply for Pass / PTO in case the employee is on temporary transfer, TA camp etc,
7. Unmarried daughter even if earning can be included
8. Pass / PTO once issued shall be debited even if not availed except under special circumstances to be recoded in writing by the pass issuing authority.
9. One pass/PTO may be issued in advance of 60 days if all passes are availed in the year to be debited in the next year account. If officiating in a higher post, entitled with reference to that higher post.
10. Higher pass to outstanding sports persons- Group C & D employees who are recipients of Arjuna Award, Presidents Award, Padmasri or Gold Medal winners in international competitions may be given I class pass.
11. Higher class to physically handicapped – Group C & D employees can be given higher class in I Class(only 1 set) provided they forego 3 sets of passes in II Class. If they become eligible for I Class, they can have the option of availing only two sets with escort in the same class foregoing one set.
12. Gazette PH employees – 3 sets with an escort in the same class – 3 sets to be surrendered. (12 & 13 are allowed only on recommendation of DMO and where the employee has no eligible family member for inclusion in the pass).
13. Pass / PTO may be issued in favour of more than one legally married wives provided separate Pass / PTO is issued and counted against the pass account.
14. If an employee is unable to accompany his family or dependants a separate pass may be issued to him onward or return or both only on production of evidence to the satisfaction of the pass issuing authority. Both passes are counted as one set only. Reasonable time limit of one month may be imposed.
15. Apprentices are eligible for Pass / PTOs but family members can not be included. The period will count for pass purpose.
17. Not more than two dependants can be included in the Pass / PTO. If any dependant is included in the pass, total No. of persons in the pass / PTO shall not exceed five. However, the limit is not applicable when only family members are included in the pass.
18. Privilege pass for single journey and return journey is available for 4 months.
19. PTOs are valid for 4 months both outward & return journey are permitted via direct route. However longer route is permitted in the following cases.
   i. i) When two alternate routes are available. Ex. Bombay to Calcutta- via Nagpur or via Allahabad; Bombay to Delhi- via C.Rly or via W.Rly
   ii. Distance of longer route does not exceed by 15% of the shorter route.
   iii. The longer route is quicker than shorter route.
20. Both husband and wife are Rly. Employees both are eligible on each other account.

3. School Pass:
   - Issued to each student member of the family on production of bonafide certificate if he is studying away from the Hqrs. For the purpose of admission, joining, submitting forms, during vacation of not less than 3 days, and writing Exams.
   - Issued between the places at which either of the parent is residing to the place where school/college is situated.
   - 3 sets of passes or 6 single sets in a calendar year.
   - Can be issued to a place other than the residence of either of the parent if the distance does not exceed with the approval of the gazetted officer for the reasons to be recorded in writing.
   - A parent or guardian may be included in the pass if the pass issued is girl student or PH boy student of any age or boy student under 18 years of age.

4. School Card Pass:
   - To travel between residence station and the station where school/college is situated on daily basis. The distance limit is 150 Kms. Class of entitlement same as privilege pass.

5. Residential Card pass:
   - Issued to the Rly. employees who live away from the place of work and have to travel to the place of work Class of entitlement same as in the case of privilege account.

6. Post retirement Complimentary passes:
   - Issued to the retired employees with min. of 20 years of qualifying service. Only family members can be included in the PRC.
   - W / Mother, legally divorced sister and widowed sister can be included in the PRC provided they are wholly dependant on the Rly. servant.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Category</th>
<th>Years of Service</th>
<th>No.of Sets</th>
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<tr>
<td>1</td>
<td>Group A &amp; B (Gaz)</td>
<td>20 to 25 yrs</td>
<td>2 Sets</td>
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<td>25 and above</td>
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<td>Group C</td>
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<td></td>
<td>25 and above</td>
<td>2 Sets</td>
</tr>
<tr>
<td>3</td>
<td>Group D</td>
<td>20 years and above</td>
<td>1 Set</td>
</tr>
</tbody>
</table>

- **Provision of companion in lieu of attendant to Sr. Citizens (65yrs &above)** of I Cl & I A Cl. Pass holders in II / SL Class. Allowed in the same class on payment of full difference of fare.
- Weightage of 5 yrs of service in medically decategorised case only.
- Dismissed / removed employees are not eligible for PRCs. If CG/CA is allowed they are eligible for PRCs. Compulsory retirees with cent percent cut in pension are not eligible for PRCs.
- Periods of service in non Rly. Depts will not count for PRCs.
If requested to be sent by regd post on Rly.cost.
One set of PRC shall be disallowed for each month of unauthorized occupation of Rly.Qrs.
Entitlement of escort in PRCs of PH retirees
- I A  3 passes or 2 Passes with escort
- I class 2 passes or 1 pass with escort

No family members; DMO certification
Sr.subordinates in scale Rs.5000-8000 and above and who are holding independent charge of a unit may sign for PRC of I A also.

7. Widow pass:

Eligibility
- Widows of those Rly. Servants who were in service on 12.3.87 and opted for widow pass scheme
- Widows of those Rly. Servants who joined service on or after 12.3.87 who are compulsorily governed under widow pass scheme.
- Widows of Rly. servant who were on service prior to 12.3.87 will be eligible for widow pass on one time payment of Rs.250/-
- Widows of Rly. servants who had opted out of widow pass scheme will also be admitted to the scheme on one time payment of Rs.250/-
- Rly. servants who got permanently got absorbed in public sector undertakings prior to 12.3.87 and were in receipt of PRC passes, their widows will also be admissible to the scheme on payment of Rs.250/-
- Widows are eligible for half the No. of PRC passes the retired employee was receiving.
- Widows of Gr.D employees are eligible for one set in alternate year.
- Widows of Rly. Servants who die while in service shall be eligible to a min. of one set of pass every alternate year.
- In case of more widows passes are issued on rotation basis
- CL with temp. status are not eligible for widow pass unless they are absorbed against regular post.
- This facility is available to the widower also.

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THE RAILWAY SERVANTS (DISCIPLINE & APPEAL) RULES, 1968

In exercise of the powers conferred by the proviso to Article 309 of the Constitution, the President hereby makes the following rules, namely:

- THE RAILWAY SERVANTS (DISCIPLINE & APPEAL) RULES, 1968

PART-I

GENERAL

1. **Short title and commencement**
   
a. These rules may be called The Railway servants (Discipline & Appeal) Rules, 1968.
b. They shall come into force on the 1st day of October, 1968.

2. **Definitions:**

   (1) In these rules, unless the context otherwise requires-
   
   (a) ‘Appointing authority’ in relation to Railway servant means-
   
   (i) The authority empowered to make appointments to the Service of which the Railway servant is, for the time being, a member or to the grade of the Service in which the Railway servant is for the time being included or
   
   (ii) The authority empowered to make appointment to the post which the Railway servant, for the time being holds, or
   
   (iii) The authority which appointed the Railway servant to such Service, grade or post, as the case may be, or
   
   (iv) Where the Railway servant has been a permanent member of any other Service or having substantively held any other permanent post, has been in continuous employment under the Ministry of Railways, the authority which appointed him to that Service or to any grade in that Service or to that post whichever authority is the highest authority.
   
   (b) ‘Commission’ means the Union Public Service Commission.
   
   (c) ‘Disciplinary authority’ means-
   
   (i) in relation to the imposition of a penalty on a Railway servant, the authority competent, under these rules, to impose on him that penalty;
   
   (ii) In relation to Rule 9 and clauses (a) and (b) of sub-rule (1) of Rule 11 in the case of any gazetted Railway servant, an authority competent to impose any of the penalties specified in Rule 6;
   
   (iii) in relation to Rule 9 in the case of any non-gazetted Railway servant, an authority competent to impose any of the major penalties specified in Rule 6;
   
   (iv) In relation to clauses (a) and (b) of sub-rule (1) of Rule 11, in the case of a non-gazetted Railway servant, an authority competent to impose any of the penalties specified in Rule6.
   
   (d) ‘Head of the department’ for the purpose of exercising the powers as appointing, disciplinary, appellate or revising authority, means the authority declared to be head of the department in terms of clause(21) of Rule 103 of Volume 1 of the Indian Railway Establishment code (Fifth edition –1985);
   
   (e) ‘Railway servant’ means a Railway servant as defined in clause 43 of Rule 103 of Volume I of the Indian Railway Establishment Code (Fifth Edition 1985) and includes any such Railway servant on foreign service or whose services are temporarily placed at the disposal of any other department of the Central Government or a State Government or a Local or other authority;
   
   (f) ‘Service’ means a service under the Ministry of Railways.
   
   (g) ‘Schedule’ means a schedule appended to these rules.
(2). All other words and expressions used but not defined in these rules and defined in the Indian Railways Act 1890 shall have the meaning respectively assigned to them under that Act.

3. **Application:**

   (1) These rules shall apply to every Railway servant but shall not apply to-
   (a) any member of the All India Services
   (b) any member of the Railway Protection Force as defined in the Railway Protection Force Act, 1957 (23 of 1957)
   (c) any person in casual employment and
   (d) any person for whom special provision is made, in respect of matters covered by these rules by or under any law for the time being in force or by or under any agreement entered into by or with the previous approval of the President before or after the commencement of these rules, in regard to matters covered by such special provisions.

   (2) Notwithstanding anything contained in sub-rule (1), the President may, by order, exclude any class of Railway servants from the operation of all or any of these rules.

**PART-II**

**SUSPENSION**

4. **Authorities competent to place a Railway servant under suspension:**

   The classes of Railway servants who may be placed under suspension and the authorities by whom they may be so placed, shall be as specified in Schedules I, II and III.

   Provided that, in exceptional circumstances, any authority specified in any of the Schedules may place any subordinate Railway servant specified therein, under suspension.

   Provided further that where any action is taken under the foregoing proviso, the authority concerned shall forthwith report to the authority competent to place such Railway servant under suspension, the circumstances, in which the order was made and obtain his approval.

   *Explanation*- For the purposes of this rule, in respect of a Railway servant officiating in a higher post, the competent authority shall be determined with reference to the officiating post held by such Railway servant at the time of taking action.

5. **Suspension**

   (1) A Railway servant may be placed under suspension-
   (a) Where a disciplinary proceeding against him is contemplated or is pending; or
   (b) Where, in the opinion of the authority competent to place a Railway servant under suspension, he has engaged himself in activities prejudicial to the interest of the security of the state, or
   (c) Where a case against him in respect of any criminal offence, is under investigation, inquiry or trial

   (2) A Railway servant shall be deemed to have been placed under suspension by an order of the competent authority-

   (a) With effect from the date of his detention, if he is detained in custody whether on a criminal charge or otherwise, for a period exceeding forty-eight hours.
(b) With effect from the date of his conviction, if in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

**Explanation** - The period of forty eight hours referred to in clause (b) of this sub-rule, shall be computed from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

3. Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a Railway servant under suspension, is set aside in appeal or on revision under these rules and the case is remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.

4. Where a penalty of dismissal, removal or compulsory retirement from service imposed upon a Railway servant, is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority on consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal or compulsory retirement, was originally imposed, the Railway servant shall be deemed to have been placed under suspension by the competent authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders.

Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical grounds without going into the merits of the case.

5) (a) an order of suspension made or deemed to have been made under this rule, (shall continue to remain in force until it is modified or revoked by the authority competent to do so.

(b) Where a Railway servant is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) and any other disciplinary proceeding is commenced against him during the continuance of that suspension, the authority competent to place him under suspension may, for reasons to be recorded by him in writing, direct that the Railway servant shall continue to be under suspension until the termination of all or any of such proceedings.

(c) An order of suspension made or deemed to have been made under this rule, may at any time be modified or revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.
PART-III

PENALTIES AND DISCIPLINARY AUTHORITIES

6. **Penalties**

The following penalties may, for good and sufficient reasons and as hereinafter provided, be imposed on a Railway servant, namely-

**Minor Penalties**

i. Censure,

ii. Withholding of his promotion for a specified period;

iii. Recovery from his pay of the whole or part of any pecuniary loss caused by him to the Government or Railway Administration by negligence or breach of orders;

iii.a. Withholding of the Privilege Passes or Privilege Ticket Orders or both;

iii.b Reduction to a lower stage in the time scale of pay for a period not exceeding three years, without cumulative effect and not adversely affecting his pension

iv. Withholding of increments of pay for a specified period with further directions as to whether on the expiry of such period this will or will not have the effect of postponing the future increments of his pay;

**Major Penalties**

v. Save as provided for in clause (iii-b) reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his pay.

vi. Reduction to a lower time scale of pay, grade, post, or service, with or without further directions regarding conditions of restoration to the grade or post or service from which the Railway servant was reduced and his seniority and pay on such restoration to that grade, post or service,

vii. Compulsory retirement;

viii. Removal from service which shall not be disqualification for future employment under the Government or Railway Administration;

ix. Dismissal from service, which shall ordinarily be disqualification for future employment under the Government or Railway Administration.

Provided that in cases of persons found guilty of any act or omission which resulted or would have, ordinarily, resulted in collision or Railway trains, one of the penalties specified in clauses (viii) and (ix) shall, ordinarily, be imposed and in cases of passing Railway signals at danger, one of the penalties specified in clauses (v) to (ix) shall, ordinarily be imposed and where such penalty is not imposed, the reasons there for shall be recorded in writing.

Provided further that in case of persons found guilty of possessing assets disproportionate to known sources of income or found guilty of having accepted or having obtained from any person any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, one of the penalties specified in clauses (viii) or (ix) shall ordinarily be imposed and where such penalty is not imposed, the reasons therefor shall be recorded in writing.

**Explanation** - The following shall not amount to a penalty within the meaning of this rule namely-

(i) Withholding of increments of pay of a Railway servant for failure to pass any departmental examination in accordance with the rules or orders governing the Service to which he belongs or post which he holds or the terms of his appointment;
(ii) Stoppage of a Railway servant at the efficiency bar in the time scale of pay on the ground of his unfitness to cross the bar.

(iii) Non-promotion of a Railway servant, whether in a substantive or officiating capacity, after consideration of his case, to a Service, grade or post for promotion to which he is eligible,

(iv) Reversion of a Railway servant officiating in a higher Service, grade or post to a lower Service, grade or post, on the ground that he is considered to be unsuitable for such higher Service, grade or post, or on any administrative ground unconnected with his conduct;

(v) Reversion of a Railway servant, appointed on probation to any other Service, grade or post, to his permanent Service, grade or post during or at the end of the period of probation in accordance with the terms of his appointment or the rules and orders governing such probation;

(vi) Replacement of the services of a Railway servant, whose services had been borrowed from any other Ministry or Department of the Central Government or a State Government or an authority under the control of the Central Government or State Government, at the disposal of the Government or the authority from which the services of such Railway servant had been borrowed;

(vii) Compulsory retirement of a Railway servant in accordance with the provisions relating to his superannuation or retirement;

(viii) Termination of the services-

a. of a Railway servant appointed on probation, during or at the end of the period of his probation in accordance with the terms of his appointment or the rules and orders governing such probation, or

b. of a temporary railway servant in accordance with rule 301 contained in Volume I of the Indian Railway Establishment Code (Fifth Edition 1985) or

c. of a Railway servant employed under an agreement in accordance with the terms of such agreement.

(ix) Discharge of Railway servants-

a. for inefficiency due to failure to conform to the requisite standard of physical fitness.

b. On reduction of establishment.

7. Disciplinary Authorities:-

(1) The President may impose any of the penalties specified in Rule 6 of any Railway servant.

(2) Without prejudice to the provisions of sub-rule (1), any of the penalties specified in Rule 6 may be imposed on a Railway servant by the authorities specified in Schedules I, II and III.

(3) The disciplinary authority in the case of a Railway servant officiating in a higher post shall be determined with reference to the officiating post held by him at the time of taking action.

8. Authority to Institute Proceedings-

(1) The President or any other authority empowered by him, by general or special order may-

(a) Institute disciplinary proceedings against any Railway servant;

(b) Direct a disciplinary authority to institute disciplinary proceedings against any Railway servant on whom that disciplinary authority is competent to impose, under these rules any of the penalties specified in Rule 6.

(2) A disciplinary authority competent under these rules to impose any of the penalties specified in clauses (I) to (iv) of Rule 6 may, subject to the provisions of clause (c) of sub rule (1) of Rule 2 institute disciplinary proceedings against any Railway servant for the imposition of any of the penalties specified in clauses (v) to (ix) of Rule 6, notwithstanding that such disciplinary authority is not competent, under these rules, to impose any of the latter penalties.
PART-IV

9. **PROCEDURE FOR IMPOSING MAJOR PENALTIES.**

(1) No order imposing any of the penalties specified in clause (v) to (ix) of Rule 6 shall be made except after any inquiry held, as far as may be, in the manner provided in this rule and Rule 10, or in the manner provided by the Public Servants (Inquiries) Act, 1850 (37 of 1850) where such inquiry is held under that Act.

(2) Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehaviour against a Railway servant, it may itself inquire into, or appoint under this rule or under the provisions of the Public Servants (Inquiries) Act, 1850, as the case may be, a Board of Inquiry or other authority to inquire into the truth thereof.

(3) Where a Board of Inquiry is appointed under sub-rule (2) it shall consist of not less than two members, each of whom shall be higher in rank than the Railway servant against whom the inquiry is being held and none of whom shall be subordinate to the other member or members as the case may be, of such Board.

(4) Where the Board of Inquiry consists of two or more than two members, the senior member shall be the Presiding Officer.

(5) Every decision of the Board of Inquiry shall be passed by Majority of votes, and where there is an equality of votes on the findings, the finding of each member shall be incorporated in the report prepared under clause (I) of sub-rule (25).

**Explanation** - Where the disciplinary authority itself holds the inquiry, any reference in sub rule (12) and in sub rules (14) to (25), to the inquiring authority shall be construed as a reference to the disciplinary authority.

(6) Where it is proposed to hold an inquiry against a Railway servant under this rule and Rule 10, the disciplinary authority shall draw up or cause to be drawn up:

   - (i) the substance of the imputations of misconduct or misbehavior into definite and distinct articles of charge;
   - (ii) a statement of the imputations of misconduct or misbehaviour in support of each article of charge which shall contain-
     - (a) a statement of all relevant facts including any admission or confession made by the Railway servant;
     - (b) a list of documents by which, and a list of witnesses by whom, the articles of charge are proposed to be sustained.

7. The disciplinary authority shall deliver or cause to be delivered to the Railway servant a copy of the articles of charge, the statement of the imputations of misconduct or misbehavior and a list of documents and witnesses by which each article of charge is proposed to be sustained and shall require the Railway servant to submit a written statement of his defence within ten days of such further time as the disciplinary authority may allow.

**Note**: - If copies of documents have not been delivered to the Railway servant along with the articles of charge and if he desire to inspect the same for the preparation of his defence, he may do so, within 10 days from the date of receipt of the articles of charge by him and complete inspection within ten days thereafter and shall state whether he desires to be heard in person.

8. The Railway servant may, for the purpose of his defence submit with the written statement of his defence, a list of witnesses to be examined on his behalf.

**Note**: - If the Railway servant applies in writing for the supply of copies of the statements of witnesses mentioned in the list referred to in sub-rule (6), the disciplinary authority shall furnish him with a copy of each of such statement as early as possible and in any case not later than three days before the commencement of the examination of the witnesses on behalf of the disciplinary authority.
9. (a) (i) On receipt of the written statement of defence, the disciplinary authority shall consider the same and decide whether the inquiry should be proceeded with under this rule.

   (i) Where the disciplinary authority decides to proceed with the inquiry it may itself inquire into such of the articles of charge as are not admitted or appoint under sub-rule (2) a Board of Inquiry or other authority for the purpose.

   (ii) Where all the articles of charge have been admitted by the Railway servant in his written statement of defence, the disciplinary authority shall record its findings on each charge, after taking such further evidence as it may think fit and shall act in the manner laid down in Rule 10.

   (iii) If the disciplinary authority, after consideration of the written statement of defence, is of the opinion that the imposition of a Major penalty is not necessary it may drop the proceedings already initiated by it for imposition of major penalty, without prejudice to its right to impose any of the minor penalties, not attracting the provisions of sub-rule (2) of Rule 11. Where the disciplinary authority so drops the proceedings but consider it appropriate to impose any of the minor penalties, not attracting the provisions of sub-rule (2) of Rule 11, it may make an order imposing such penalty and it will not be necessary to give the Railway servant any further opportunity of making representation before the penalty is imposed.

b. If no written statement of defence is submitted by the Railway servant, the disciplinary authority may itself inquire into the articles of charge or may, if it considers it necessary to do so, appoint, under sub-rule (2) an inquiring authority for the purpose and also inform the Railway servant of such appointment.

c. Where the disciplinary authority itself inquires into an article of charge or appoints a Board of Inquiry or any other inquiring authority for holding an inquiry into such charge, it may, by an order in writing, appoint a railway or any other Government servant to be known as Presenting Officer to present on its behalf the case in support of the articles of charge.

10. The disciplinary authority shall, where it is not the inquiring authority, forward to the inquiring authority-

   (i) a copy of the articles of charge and the statement of the imputation of misconduct or misbehavior.
   (ii) a copy of the written statement of defence, if any, submitted by the Railway servant.
   (iii) A copy of the statement of witnesses, if any referred to in sub-rule (6);
   (iv) Evidence providing the delivery of the documents referred to in sub-rule (6) to the Railway servant;
   (v) A copy of the order appointing the Presenting Officer, if any; and
   (vi) A copy of the list of witnesses, if any, furnished by the Railway servant.

11. The Railway servant shall appear in person before the inquiring authority on such day and at such time within ten working days from the date of receipt by the inquiring authority of the order appointing him as such, as the inquiring authority may, by a notice in writing, specify in this behalf, or within such further time not exceeding ten days, as the inquiring authority may allow.

12. The inquiring authority shall, if the Railway servant fails to appear within the specified time, or refuses or omits to plead, require the Presenting Officer if any, to produce the evidence by which he proposes to prove the articles of charge and shall adjourn the case to a later date not exceeding thirty days, after recording an order that the Railway servant may for the purpose of preparing his defence, give a notice within ten days of the order or within such further time not exceeding ten days as the inquiring authority may allow for the discovery or production of any documents which are in possession of Railway Administration but not mentioned in the list referred to in sub-rule (6).
Note: The Railway servant shall indicate the relevance of the documents required by him to be discovered or produced by the Railway Administration.

13.(a) The Railway servant may represent his case with the assistance of any other Railway servant (including a Railway servant on leave preparatory to retirement) working under the same Railway Administration, subject to whose jurisdiction and control he is working. He cannot engage a legal practitioner for the purpose, unless the Presenting Officer appointed by the disciplinary authority is a legal practitioner or the disciplinary authority having regard to the circumstances of the case, so permits. If the Railway servant is employed in the office of the Railway Board, it attached office or subordinate office, he may present his case with the assistance of any other Railway servant (including a Railway servant on leave preparatory to retirement), employed in the office of the Railway Board, attached office or subordinate office, as the case may be, in which he is working.

(b) The Railway servant may also present his case with the assistance of a retired Railway servant, subject to such conditions as may be specified by the President from time-to-time by general or special order in this behalf.

Note: (1) A non-gazetted Railway servant may take the assistance of an official of a Railway Trade Union, recognized by the Railway Administration under which the Railway servant is employed, to present his case before an inquiring authority but shall not engage a legal practitioner for the above purpose except in the circumstances brought out in clause (a) An official of a Railway Trade Union shall not be allowed to appear on behalf of an alleged delinquent railway official in connection with a disciplinary case pending against that official, to present his case favorably before an inquiring authority unless he has worked as such in a recognized Railway Trade Union for a period of at least one year continuously prior to his appearance before an inquiring authority for the above purpose and subject to the condition that he takes no fees.

(2) Nomination of an assisting Railway servant or an official of a recognized Railway Trade Union shall be made within 20 days from the date of the appointment of the inquiring authority and it shall not be accepted if at the time of nomination the assisting Railway servant or the official or a recognized Railway Trade Union has more than three pending disciplinary cases in which he has to assist.

14. After the nomination of the assisting Railway servant or the official of a Railway Trade Union and other necessary steps preliminary to the inquiry are completed, a date ordinarily not exceeding one month from the date of appointment of the inquiring authority shall be fixed for the inquiry and the Railway servant informed accordingly.

15. The inquiring authority shall, on receipt of the notice for discovery or production of documents, forward the same or copies thereof to the authority in whose custody or possession the documents are kept with a requisition for the production of the documents by such date as may be specified in such requisition.

Provided that the inquiring authority may, for reasons to be recorded by it in writing, refuse to requisition such of the documents as are, in its opinion, not relevant to the case.

16. On receipt of the requisition referred to in sub-rule (15), every authority having the custody or possession of the requisitioned documents shall produce the same before the inquiring authority by the specified time. Provided that if the authority having the custody or possession of requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any such documents would be against the public interest or security of the State, it shall inform the inquiring authority accordingly and the inquiring authority shall, on being so informed, communicate the information to the Railway servant and withdraw the requisition made by it for the production or discovery of such documents.
17. On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved, shall be produced by or on behalf of the disciplinary authority. The witnesses shall be examined by or on behalf of the Presenting Officer, if any, and may be cross examined by or on behalf of the Railway servant. The Presenting officer, if any shall be entitled to re-examine the witnesses on any points on which they have been cross examined, but not on any new matter without the leave of the inquiring authority. The inquiring authority may also put such questions to the witnesses as it thinks fit.

18. If it shall appear necessary before the close of the case on behalf of the disciplinary authority, the inquiring authority may, in its discretion, allow the Presenting Officer, if any, to produce evidence not included in the list given to the Railway servant or may itself call for new evidence or recall and re-examine any witness and in such cases the Railway servant shall be entitled to have, if he demands it, a copy of the list of further evidence proposed to be produced and an adjournment of the inquiry for three clear days before the production of such new evidence exclusive of the day of adjournment and the day to which the inquiry is adjourned. The inquiring authority shall give the Railway servant an opportunity of inspection such documents before they are taken on the record. The inquiring authority may also allow the Railway servant to produce new evidence if it is of the opinion that the production of such evidence is necessary in the interest of justice.

Note: New evidence shall not be permitted or called for or any witness shall not be recalled to fill up any gap in the evidence. Such evidence may be called for only when there is an inherent lacuna or defect in the evidence, which has been produced originally.

19. When the case for disciplinary authority is closed, the Railway servant shall be required to state his defence orally, or in writing, as he may prefer. If the defence is made orally it shall be recorded and the Railway servant shall be required to sign the record. In either case a copy of the statement of defence shall be given to the Presenting officer, if any.

20. The evidence on behalf of the Railway servant shall then be produced. The Railway servant may examine himself in his own behalf, if he so prefers. The witnesses produced by the Railway servant shall then be examined by or on behalf of him and shall be cross-examined by or on behalf of the Presenting Officer, if any. The Railway servant shall be entitled to re-examine the witnesses on any point on which they have been cross-examined but not on any new matter, without the leave of the inquiring authority. The inquiring authority may also put such questions to the witnesses as it thinks fit.

21. The inquiring authority may, after the Railway servant closes his case, and shall, if the Railway servant has not examined himself, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling the Railway servant to explain any circumstances appearing in the evidence against him.

22. The inquiring authority may, after the completion of the production of evidence, hear the Presenting Officer, if any, and the Railway servant, or permit them to file written briefs of their respective cases, if they so desire.

23. If the Railway servant, to whom a copy of the articles of charge has been delivered does not submit the written statement of defence on or before the date specified for the purpose or does not appear in person before the inquiring authority may hold the inquiry ex parte.

24. Whenever any inquiring authority, after having heard and recorded the whole or any part of the evidence in an inquiry ceases to exercise jurisdiction therein and is succeeded by another inquiring authority which has, and which exercise, such jurisdiction, the inquiring authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor, and partly by itself:
Provided that if, the succeeding inquiring authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interest of justice, it may recall, examine, cross-examine any such witnesses as hereinbefore provided.

25(i) after the conclusion of the inquiry, a report shall be prepared and it shall contain-
   a. The articles of charge and the statement of imputations of misconduct or misbehavior.
   b. The defence of the Railway servant in respect of each article of charge,
   c. An assessment of the evidence in respect of each article of charge and
   d. The findings on each article of charge and the reasons therefore

Explanation- If in the opinion of the inquiring authority the proceedings of the inquiry establish any article of charge different from the original articles of charge, it may record its findings on such article of charge.

Provided that the findings on such article of charge shall not be recorded unless the Railway servant has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.

(ii) The inquiring authority, where it is not itself the disciplinary authority, shall forward to the disciplinary authority the records of inquiry which shall include-
   a. The report prepared by it under clause(I)
   b. The written statement of defence, if any, submitted by the Railway servant;
   c. The oral and documentary evidence produced in the course of the inquiry;
   d. Written briefs, if any, filed by the Presenting Officer, if any, or the Railway servant or both during the course of the enquiry; and
   e. The orders, if any, made by the disciplinary authority in regard to the inquiry.

10. **Action on the inquiry report:**

(1) If the disciplinary authority:
   (a) After considering the inquiry report, is of the opinion that further examination of any of the witnesses is necessary in the interests of justice, it may recall the said witness and examine, cross-examine and re-examine the witness;
   (b) Is not itself the inquiry authority may, for reasons to be recorded by it in writing, remit the case to the inquiring authority for further inquiry and report and the inquiring authority shall thereupon proceed to hold further inquiry according to the provisions of Rule 9, as far as may be.

(2) The disciplinary authority—
   (a) Shall forward or cause to be forwarded a copy of the report of the inquiry, if any, held by the disciplinary authority or where the disciplinary authority is not the inquiring authority a copy of the report of the inquiring authority, its findings on further examination of witnesses, if any, held under sub-rule (1)(a) together with its own tentative reasons for disagreement, if any, with findings of the inquiring authority on any article of charge to the Railway servant, who shall be required to submit, if he so desires, his written representation or submission to the disciplinary authority within 15 days, irrespective of whether the report is favorable to the Railway servant;
   (b) Shall consider the representation if any, submitted by the railway servant and record its findings before proceeding further in the matter as specified in sub-rule (3), (4) and (5).

(3) Where the disciplinary authority is of the opinion that the penalty warranted is such as is not within its competence, he shall forward the records of the inquiry to the appropriate disciplinary authority who shall act in the manner as provided in these rules.

(4) If the disciplinary authority having regard having regard to its findings on all or any of the articles of charges, is of the opinion that any of the penalties specified in clauses (i) to (iv) of Rule 6
should be imposed on the Railway Servant, it shall, notwithstanding anything contained in rule 11 make an order imposing such penalty:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the disciplinary authority to the Commission for its advice shall be taken into consideration before making any order imposing any penalty on the Railway Servant.

(5) If the disciplinary authority, having regard to its findings on all or any of the articles of charges and on the basis of the evidences adduced during the inquiry, is of the opinion that any of the penalties specified in clauses (v) to (ix) of Rule 6 should be imposed on the Railway Servant, it shall make an order imposing such penalty and it shall not be necessary to give the railway servant any opportunity of making representation on the penalty proposed to be imposed:

Provided that in every case where it is necessary to consult the Commission, the record of the inquiry shall be forwarded by the disciplinary authority to the Commission for its advice and such advice shall be taken into consideration before making any order imposing any such penalty on the railway servant.

11. **Procedure for imposing minor penalties**

(1) Subject to the provisions of sub-clause (iv) of clause (a) of sub-clause (9) or Rule 9 and of sub-rule (4) of Rule 10, no order imposing on a Railway Servant any of the penalties specified in clauses (i) to (iv) of Rule 6 shall be made except after –

(a) informing the Railway Servant in writing of the proposal to take action against him and of the imputations of mis-conduct or mis-behaviour on which it is proposed to be taken, and giving him a reasonable opportunity of making such representation as he may wish to make against the proposal;

(b) holding an inquiry in the manner laid down in sub rules (6 to (25) of Rule 9, in every case in which the disciplinary authority is of the opinion that such inquiry is necessary;

(c) taking the representation, if any, submitted by the Railway servant under clause (a) and the record of inquiry, if any, held under clause (b) into consideration;

(d) recording a finding on each imputation of misconduct or misbehavior and

(e) consulting the Commission where such consultation is necessary.

(2) Notwithstanding anything contained in clause (b) of sub-rule (1), if in a case, it is proposed, after considering the representation, if any, made by the Railway Servant under clause (a) of that sub-rule to withhold increments of pay and such withholding of increments is likely to affect adversely the amount of pension or special contribution to Provident Fund payable to the Railway Servant or to withhold increments of pay for a period exceeding three years or to withhold increments of pay with cumulative effect for any period, an inquiry shall be held in the manner laid down in sub-rules (6) to (25) of Rule 9, before making any order imposing on the Railway any such penalty.

(3) Deleted.

(4) The record of proceedings in cases specified in sub-rules (1) and (2) shall include-

(i) a copy of the intimation of the Railway servant of the proposal to take action against him;

(ii) a copy of the statement of imputations of misconduct or misbehave delivered to him;

(iii) his representation, if any,

(iv) the evidence produced during the inquiry, if any;

(v) the advice of the Commission, if any,

(vi) the findings on each imputations of misconduct or misbehaviour; and

(vii) the order on the case together with reasons therefore.
12. **Communication of orders:—**

Orders made by the disciplinary authority which would also contain its findings on each article of charges, shall be communicated to the Railway Servant who shall also be supplied with a copy of the advice, if any, given by the Commission, a brief statement of the reasons for such non acceptance.

13. **Common proceedings:—**

(1) Where two or more Railway Servants are concerned in any case, the President or any other authority competent to impose the penalty of dismissal from service on such Railway servants, may make an order directing that disciplinary action against all of them may be taken in a common proceedings.

**Note:** If the authorities competent to impose the penalty of dismissal on such Railway servants are different, an order for taking disciplinary action in a common proceedings may be made by the highest of such authorities with the consent of the others.

c. Any such order shall specify –
   (i) the authority which may function as the disciplinary authority for the purpose of such common proceedings;
   (ii) the penalties specified in Rule 6 which such disciplinary authority shall be competent to impose; provided that such authority shall not impose the penalties specified in clauses (vii) to (ix) of that rule if that authority is subordinate to the Appoint Authority; and
   (iii) Rule 9 and Rule 9 or Rule 10 shall be followed in the proceedings.

14. **Special provisions in certain cases:—**

Notwithstanding anything contained in Rules 9 to 13-

I. where any penalty is imposed on a Railway servant on the ground of conduct which has led to his conviction on a criminal charge, or

II. where the disciplinary authority is satisfied, for reasons to be recorded by it in writing, that it is not reasonably practicable to hold an inquiry in the manner provided in these rules,

III. where the President is satisfied that in the interest of the security of the State it is not expedient to hold an inquiry in the manner provided in these rules,

the disciplinary authority may consider the circumstances of the case and make such orders as it deems fit

Provided that the Railway servant may be given an opportunity of making representation on the penalty proposed to be imposed before any order is made in a case failing under clause (i) above.

Provided further that the Commission shall be consulted where such consultation is necessary, before any orders are made in any case under this rule.

15. **Provisions regarding Railway servants lent to State Governments, etc.:—**

(1) Where the services of a Railway servant are lent to any other Minister of Department of the Central Government or to a State Government or an authority subordinate thereto or to a local or other authority (hereinafter in this rule referred to as “the borrowing authority”), the borrowing authority shall have the powers of the authority competent to place the railway servant under suspension for the purpose of placing him under suspension and of the disciplinary authority for the purpose of conducting disciplinary proceedings against him.
Provided that the borrowing authority shall forthwith inform the authority which lent the services of the Railway Servant (hereinafter in this rule referred to as “the lending authority”) of the circumstances leading to the order of his suspension or the commencement of the disciplinary proceedings, as the case may be.

(2) In the light of the findings in the disciplinary proceedings conducted against the Railway servant:

(i) if the borrowing authority is of the opinion that any of the penalties specified in clauses (i) o (iv) of Rule 6 should be imposed on the Railway servant, it may, after consultation with the lending authority, make such orders on the case as it deems necessary.

Provided that in the event of a difference of opinion between the borrowing authority and the lending authority, the services of the Railway servant shall be replaced at the disposal of the lending authority.

(ii) if the borrowing authority is of the opinion that any of the penalties specified in clause (v) to (ix) of Rule 6 should be imposed on the Railway servant, it shall replace his services at the disposal of the lending authority and transit to it the proceedings of the inquiry and thereupon the lending authority may, it is the disciplinary authority pass such orders thereon as it may deem necessary or if it is not the disciplinary authority, submit the case of the disciplinary authority which shall pass orders on the case as it may deem necessary.

Provided that before passing such orders, the disciplinary authority shall comply with the provisions of sub-rule (4) and (5) of rule 10

Explanation:- The disciplinary authority may make an order under this clause on the record of the inquiry transmitted to it by borrowing authority, or after holding such further inquiry as it may deem necessary, as far as may be, in accordance with Rule 9.

16. **Provisions regarding officers borrowed from Central or State governments, etc.**

(1) Where the services of a Government servant from any Ministry or Department of the Central Government other than the Ministry of Railways, or a State Government, or an authority subordinate thereto, or of a person from a local or other authority (hereinafter in this rule referred to as “the lending authority”) are borrowed for appointment to a service or post under the Ministry of Railways, the authority which appointed him to that service or post (hereinafter in this rule referred to as “the borrowing authority”) shall have the powers of the lending authority for the purpose of placing such Government servant or person under suspension or for conducting disciplinary proceedings against him;

Provided that where an order suspending such Government servant or person is made or a disciplinary proceedings is conducted against such Government servant or person, the borrowing authority shall forthwith inform the lending authority of the circumstances leading to the order of suspension or, as the case may be, the commencement of the disciplinary proceedings against such Government servant or person.

(2) In the light of the findings in the disciplinary proceedings conducted against such government servant or person -

(i) If the borrowing authority is of the opinion that any of the minor penalties specified in the rules by which such government servant or person is governed, should be imposed on him, it may, after consultation with the lending authority, pass such orders on the case as it deems necessary, in accordance with the said rules.
Provided that in the event of a difference of opinion between the borrowing authority and the lending authority, the services of such government servant or person shall be replaced at the disposal of the lending authority.

(ii) if the borrowing authority is of the opinion that any of the major penalties specified in the rules by which such government servant or person is governed, should be imposed on him, it shall replace his services at the disposal of the lending authority and transmit to it the proceedings of the inquiry and thereupon the lending authority may pass such orders thereon as it may deem necessary.

**PART V**

**APPEALS**

17. **Orders against which no appeal lies:**

Notwithstanding anything contained in this part, no appeal shall lie against –

(i) any order made by the President,
(ii) any order of an interlocutory nature or of the nature of step-in-aid of the final disposal of a disciplinary proceedings, other than an order of suspension
(iii) any order passed by an inquiring authority in the course of an inquiry under Rule 9.

18. **Orders against which appeal lies:**

Subject to the provisions of Rule 17, a Railway servant may prefer an appeal against all or any of the following orders, namely –

(i) an order of suspension made or deemed to have been made under rule 5.
(ii) an order imposing any of the penalties specified in Rule 6 whether made by the disciplinary authority or by an appellate or revising authority.
(iv) an order enhancing any penalty imposed under rule 6.

1. An order which –

(a) denies or varies to his disadvantage his pay, allowances, pension, Provident fund benefits, service gratuity or other conditions of service as regulated by rules or by agreement, or
(b) interprets to his disadvantage the provisions of any such rule or agreement.

an order -

(a) stopping him at the efficiency bar in the time scale of pay on the ground of his unfitness to cross the bar;
(b) reverting him while officiating in a higher service, grade or post to a lower service, grade or post otherwise than as a penalty;
(c) reducing or withholding the pension or denying the maximum pension admissible to him under the rules, if he is a pensionable Railway servant.
(d) Reducing or withholding the Government contribution to Provident Fund or Gratuity admissible to him under the State Railway Provident Fund Rules, and Gratuity admissible to him under the State Railway Provident Fund Rules, and Gratuity Rules, if he is a non-pensionable Railway servant;
(e) Determining the subsistence and other allowances to be paid to him for the period during which he is deemed to be under suspension or for any portion thereof;

(f) Determining his pay and allowances:-
   (i) for the period of suspension, or
   (ii) or the period from the date of his dismissal, removal or compulsory retirement from service to the date of his reinstatement.

(g) determining whether or not the period from the date of his suspension or from the date of his dismissal, removal or compulsory retirement to the date of his reinstatement shall be treated as a period spent on duty for any purpose.

**Explanation** – in this rule
(i) the expression ‘Railway Servant’ includes a person who has ceased to be in Railway service.
(ii) the expression ‘pension’ includes additional pension, gratuity and any other retirement benefit.

19. **Appellate Authorities –**

(1) A Railway servant, including a person who has ceased to be in Railway service, may prefer an appeal against all or any of the orders specified in Rule 18 to the authority specified in this behalf either in the Schedules or, where no such authority is specified –

   (i) where a penalty is imposed by a revising authority under Rule 25, to the authority to which it is immediately subordinate.

   (ii) where a penalty is enhanced, either in appeal or on revision, to the authority to which the authority making the order immediately subordinate.

   (iii) In the case of an appeal against an order specified in clause (iv) of Rule 18, relating to a rule, to the authority which appointed the appellant or the authority which made the rule to which the order under appeal relates, whichever of them may be the higher authority, and in the case of an appeal relating to an agreement, to the authority which appointed the appellant.

In case of an appeal against an order specified in clause (v) of Rule 18 –

1. in respect of a Railway servant on whom the penalty of dismissal from service can be imposed only by the President, to the President, and

2. in respect of any other Railway servant, to the authority to which the authority making an order is immediately subordinate.

2. Notwithstanding anything contained in sub-rule (1)

   (a) an appeal against an order in a common proceeding held under Rule 13, shall lie to the authority to which the authority functioning as the disciplinary authority for the purpose of that proceeding, is immediately subordinate.

   (b) Where the person who made the order appealed against becomes, by virtue of his subsequent appointment or otherwise, the appellate authority in respect of such order, an appeal against such order shall lie to the authority to which such person is immediately subordinate. Provided that in a case where the appellate authority is the Railway Board, the appeal shall be dealt with by any Member of the Railway Board, who has not made the order appealed against.

3. A Railway servant may prefer an appeal against an order imposing any of the penalties specified in Rule 6 to the President, where no such appeal lies to him under sub-rule (1) or sub-rule(2), if such penalty is imposed by any authority other than the President, on such Railway servant in respect of his activities connected with his work as an office bearer of an association, federation or union participating in the Joint Consultation and Compulsory Arbitration Scheme.
(iv) **Period of limitation for appeals**

No appeal preferred under this part, shall be entertained unless such appeal is preferred within a period of forty-five days from the date on which a copy of the order appealed against, is delivered to the appellant.

Provided that the appellate authority may entertain the appeal, after the expiry of the said period, if it is satisfied that the appellant had sufficient cause for not preferring the appeal in time.

(iii) **Form and contents and submission of appeal**

(i) Every person preferring an appeal shall do so separately and in his own name. An appeal forwarded through or counter-signed by a legal practitioner or an assisting Railway servant or a Railway Trade Union Official shall not be entertained but shall be returned with the direction to submit it under the signature of the appellant only.

(ii) The appeal shall be presented to the authority to whom the appeal lies, a copy being forwarded by the appellant to the authority which made the order appealed against. It shall contain all material statements and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself.

(iii) The authority which made the order appealed against, shall, on receipt of a copy of the appeal, forward the same with its comments thereon together with the relevant records to the appellate authority without any avoidable delay and without waiting for any direction from the appellate authority.

(v) **Consideration of appeal**

(i) In the case of an appeal against an order of suspension, the appellate authority shall consider whether in the light of the provisions of Rule 5 and having regard to the circumstances of the case, the order of suspension is justified or not and confirm or revoke the order accordingly.

(ii) In the case of an appeal against an order imposing any of the penalties specified in Rule 6 or enhancing any penalty imposed under the said rule, the appellate authority shall consider:

1. Whether the procedure laid down in these rules has been complied with, and if not, whether such non-compliance has resulted in the violation of any provisions of the Constitution of India or in the failure of justice.

2. Whether the findings of the disciplinary authority are warranted by the evidence on the record and whether the penalty or the enhanced penalty imposed is adequate, inadequate or severe and pass orders –

   (i) confirming, enhancing, reducing or setting aside the penalty or

   (ii) remitting the case to the authority which imposed or enhanced the penalty or to any other authority with such directions as it may deem fit in the circumstances of the case.

Provided that –

(i) the Commission shall be consulted in all cases where such consultation is necessary

(ii) if the enhanced penalty which the appellate authority proposed to impose is one of the penalties specified in clauses (v) to (ix) of Rule 6 and an inquiry under Rule 9 has not already been held in the case, the appellate authority shall, subject to the provisions of Rule 14, itself hold such inquiry or direct that such inquiry be held in accordance with the provisions of Rule 9 and thereafter, on a consideration of the proceedings of such inquiry, make such orders as it may deem fit.
(iii) If the enhanced penalty which the appellate authority proposes to impose, is one of the penalties specified in clauses (v) to (ix) of Rule 6 and an inquiry under Rule 9 has already been held in the case, the appellate authority shall, make such orders as it may deem fit.

(iv) Subject to the provisions of Rule 14, the appellate authority shall –

(a) where the enhanced penalty which the appellate authority proposes to impose, is the one specified in clause (iv) of Rule 6 and falls within the scope of the provisions contained in sub-rule(2) of Rule 11, and

(b) where an inquiry in the manner laid down in Rule 9, has not already been held in the case, itself hold such inquiry or direct that such inquiry be held in accordance with the provisions of Rule 9 and thereafter, on a consideration of the proceedings of such inquiry, pass such orders as it may deem fit, and

(i) no order imposing an enhanced penalty shall be made in any other case unless the appellant has been given a reasonable opportunity, as far as may be, in accordance with the provisions of Rule 11, or making a representation against such enhanced penalty

(a) In an appeal against any other order specified in Rule 18, the appellate authority shall consider all the circumstances of the case and make such orders as it may deem just and equitable.

3. **Implementation of orders in appeal**

The authority which made the order appealed against, shall give effect to the orders passed by the appellate authority.

4. **Special provisions for non-gazetted staff**

(i) where the penalty of dismissal, removal, compulsory retirement, reduction or withholding of increment has been imposed, the appellate authority may, as its discretion and if it considers it necessary, give the non-gazetted Railway servant a personal hearing before disposing of the appeal. At this personal hearing, the Railway servant may be accompanied, if he so chooses, by another Railway servant employed on the same Railway Administration. Office of the Railway Board, its attached office or subordinate office as the case may be, in which the appellant was or is working or an official (who is not a legal practitioner) of a Railway Trade Union recognized by the Railway Administration on which the appellant was or is employed.

(ii) A Group ‘C’ Railway servant who has been dismissed, removed or compulsorily retired from service may after his appeal to the appropriate appellate authority has been disposed of, and within 45 days thereafter, apply to the General Manager for a revision of the penalty imposed on him. In this application, he may, if he so chooses, request the General Manager to refer the case to the Railway Rates Tribunal for advice before he disposes of the revision petition. On receipt of such a request, the General Manager shall refer the case to the Chairman, Railway Rates Tribunal for advice sending all the relevant papers.

On receipt of the revision application by the General Manager, or on receipt of advice from the Railway Rates Tribunal, as the case may be, the General Manager shall dispose of the application in accordance with the procedure laid down in Rule 25 and pass such orders as he may think fit.

Provided that the procedure mentioned in this sub-rule shall not apply in cases where the General Manager or the Railway Board are the Appellate Authority.
Provided further that where a revision application has been disposed of by the General Manager under this sub-rule, no further revision shall lie under Rule 25.

(i) A Group ‘D’ Railway servant, who has been dismissed, removed or compulsorily retired from service may, after his appeal to the appropriate appellate authority has been disposed of and within 45 days thereafter, apply to the Divisional Railway Manager and where he is not under the control of any Divisional Railway Manager to the senior-most Administrative Grade Officer under whose control he may be working for a revision of the penalty imposed on him. The Divisional Railway Manager or the senior-most Administrative Grade Officer, as the case may be, shall thereafter dispose of the revision application in accordance with the procedure laid down in Rule 25 and pass such orders as he may think fit.

Provided that the procedure mentioned in this sub-rule shall not apply where the Divisional Railway Manager or the senior-most Administrative Grade Officer or any higher authority as the case may be, is the appellate authority.

Provided further that where a revision application has been disposed of by the Divisional Railway Manager or the senior-most Administrative Grade Officer under this sub-rule, no further revision shall lie under Rule 25.

PART VI

REVISION AND REVIEW

(vii) Revision

a. Notwithstanding anything contained in these rules –
   i. the President, or
   ii. the Railway Board, or
   iii. the General Manager of a Railway Administration or an authority of that status in the case of a Railway servant serving under his control, or
   iv. the appellate authority not below the rank of a Divisional Railway Manager in cases where no appeal has been preferred, or
   v. any other authority not below the rank of Deputy Head of Department in the case of a Railway servant serving under his control –

   may at any time, either on his or its own motion or otherwise, call for the records of any inquiry and revise any order made under these rules or under the rules repealed by Rule 29, after consultation with the Commission, where such consultation is necessary, and may –

   1. confirm, modify or set aside the order; or
   2. confirm, reduce, enhance or set aside the penalty imposed by the order, or impose any penalty where no penalty has been imposed; or
   3. remit the case to the authority which made the order or to any other authority directing such authority to make such further inquiry as it may consider proper in the circumstances of the case, or
   4. pass such orders as it may deem fit.

Provided that –

(a) no order imposing or enhancing any penalty shall be made by any revising authority unless the Railway servant concerned has been given a reasonable opportunity of making a representation against the penalty proposed.
(b) Subject to the provisions of Rule 14, where it is proposed to impose any of the penalties specified in clauses (v) to (ix) of Rule 6 or the penalty specified in clause (iv) of Rule 6 which falls within the scope of the provisions contained in sub-rule (2) of Rule 11 or to enhance the penalty imposed by the order under revision to any of the penalties specified in this sub-clause, no such penalty shall be imposed except after following the procedure for inquiry in the manner laid down in Rule 9, unless such inquiry has already been held and also except after consultation with the Commission where such consultation is necessary.

a. No proceeding for revision shall be commenced until after –
   vi. the expiry of the period of limitation for appeal, or
   vii. the disposal of the appeal where any such appeal has been preferred

   Provided that the provisions of this sub-rule shall not apply to the revision of appeal under these rules.

b. An application for revision shall be dealt with in the same manner as if it were an appeal under these rules.

c. No power of revision shall be exercised under this rule –
   i. by the appellate or revising authority where it has already considered the appeal or the case and passed orders thereon, and
   ii. by the revising authority unless it is higher than the appellate authority where an appeal has been preferred or where no appeal has been preferred and the time limit laid down for revision by the appellate authority has expired.

   Provided that nothing contained in clauses (i) and (ii) above, shall apply to revision by the President.

b. No action under this rule shall be initiated by –
   1. an appellate authority other than the President, or
   2. the revising authorities mentioned in item (v) of sub-rule(i) after more than six months from the date of the order to be revised in cases where it is proposed to impose or enhance a penalty or modify the order to the detriment of the Railway servant, or more than one year after the date of the order to be revised in cases where it is proposed to reduce or cancel the penalty imposed or modify the order in favour of the Railway servant.

   Provided that when revision is undertaken by the Railway Board or the General Manager of a Zonal Railway or an authority of the status of a General Manager in any other Railway unit or Administration when they are higher than the appellate Authority and by the President even when he is the appellate authority, this can be done without restriction of any time limit.

   Explanation – for the purposes of this sub-rule the time limits for revision of cases shall be reckoned from the date of issue of the orders proposed to be revised. In cases where original order has been upheld by the appellate authority, the time limit shall be reckoned from the date of issue of the appellate orders.

A. Review – The President may at any time either on his own motion or otherwise review any order passed under these rules when any new material or evidence which could not be produced or was not available at the time of passing the order under review and which has the effect of changing the nature of the case has come or has been brought to his notice.
Provided that no order imposing or enhancing any penalty shall be made by the President unless the Railway servant concerned has been given a reasonable opportunity of making a representation against the penalty proposed or where it is proposed to impose any of the major penalties specified in Rule 6 or to enhance the minor penalty imposed by the order sought to be reviewed to any of the major penalties and if an enquiry under Rule 9 has not already been held in the case, no such penalty shall be imposed except after inquiring in the manner laid down in Rule 9, subject to the provisions of Rule 14 and except after consultation with the Commission where such consultation is necessary.

PART VII

Miscellaneous

Service of orders, notices etc – Every order notice and other process made or issued under these rules, shall be served in person on the Railway servant concerned or communicated to him by registered post.

A Service of orders, notices etc. on behalf of the Railway Board or President – Any of the following officers in the Ministry of Railways shall be competent to sign on behalf of the Railway Board or President any notice, process, order etc. made or issued under these rules:

(i) Secretary, Railway Board/Joint Secretary/Deputy Secretary
(ii) Executive Director / Director/Joint Director

Power to relax time limit and to condone delay – Save as otherwise expressly provided in these rules, the authority competent under these rules to make any order may, for good and sufficient reasons or if sufficient cause is shown, extend the time limit specified in these rules for anything required to be done under these rules or condone any delay.

Supply of copy of Commission’s advice - Wherever the Commission is consulted as provided in these rules, a copy of the advice by the Commission and, where such advice has not been accepted also a brief statement of the reasons for such non-acceptance, shall be furnished to the Railway servant concerned along with a copy of the order passed in the case, by the authority making the order.

Repeal and saving –

(1) The Discipline and Appeal Rules for Railway servant other than those employed in the Railway Protection Force, in force with effect from the 1st August, 1961 and any orders issued there under in so far as they are inconsistent with these rules, are hereby repealed.

Provided that –

(a) such repeal shall not affect the previous operation of the said rules, or any order made, or anything done, or any action taken, there under, and

(b) any proceedings under the said rules, pending at the commencement of these rules, shall be continued and disposed of, as far as may be, in accordance with the provisions of these rules, as if such proceeding were proceedings under these rules.

(2) Nothing in these rules shall be construed as depriving any person to whom these rules apply, of any right of appeal which had accrued to him under the rules or orders in force before the commencement of these rules.
(3) An appeal pending at the commencement of these rules against an order made before such commencement, shall be considered and orders thereon shall be made, in accordance with these rules, as if such orders were made and the appeal were preferred under these rules.

(4) As from the commencement of these rules any appeal or application for revision and/or review against any orders made before such commencement shall be preferred or made under these rules as if such orders were made under these rules.

Provided that nothing in these rules shall be construed as reducing any period of limitation for any appeal or revision and/or review provided by any rule in force before the commencement of these rules.

**Removal of doubts** – If any doubt arises as to the interpretation of any of the provisions of these rules, the matter shall be referred to the President through the Railway Board and the President shall decide the same.

**Right to submit petitions to the President** – Nothing in these rules shall operate to deprive a Railway servant from exercising his right of submitting a petition to the President in accordance with the instructions contained in Appendix II to the Indian Railway Establishment Code, Volume I (Fifth Edition – 1985)