

5.11.71

FREIGHT MARKETING
CIRCULAR NO. 22 of 2012

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

No. 2007/TC(FM)/10/03.

Rail Bhawan New Delhi Dated. 22.10.2012

The General Managers (Comml.),
All Indian Railways.

(Amendment No. 1 to leasing of Parcel Cargo Express Train)

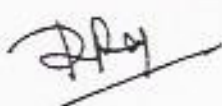
Sub: Amendment to leased Parcel Cargo Express Train issued on
20-02-2007.

Ref:- (i) i. FM Circular no 02 of 2007 vide Board's letter No. 2007/TC
(FM)/10/3 dated 20-02-2007.

- 1.0 Attention is invited to para 5.0, 7.0, 8.0 and 22.3 of Freight Marketing Circular No. 2 of 2007 issued under Board's letter No. 2007/TC(FM)10/03 dated 20-02-2007.
- 2.0 In pursuance of the clarifications sought by different Railways, it has been decided to amend the following provisions of the referred Circular:-
- 3.0

The existing as well as amended provisions of the scheme are as under-

Para No.	Existing provision	Amended as under
5.0	Eligibility Criterion: Registered leaseholders and others having turnover of not less than Rs. 10 crores per annum during the last three financial years shall be eligible to participate in open tenders.	Eligibility Criterion: Registered leaseholders and others having average annual turnover of Rs. 10 crores during the last three financial years shall be eligible to participate in open tenders.
7.0	Earnest Money: Each participant while submitting the tender shall be required to deposit Rs. 1 lakh in the form of bank draft/banker cheque etc. as "Earnest Money". Earnest Money of successful bidder may be adjusted against the freight payable by the lease operator. Earnest Money of un-successful bidders shall be refunded.	Earnest Money: Each participant while submitting the tender shall be required to deposit Rs. 10 lakh in the form of bank draft/banker cheque etc. as "Earnest Money". Earnest Money of successful bidder may be adjusted against the freight payable by the lease operator. Earnest Money of un-successful bidders shall be refunded.
8.0	Security/Performance Guarantee: The successful bidder shall be required to	Security/Performance Guarantee: The successful bidder shall be





	<p>submit a bank guarantee as "Security/ Performance Guarantee" equivalent to three round trip freight or three single way freight in case of N.F. Rly (as the case may be) at the lumpsum leased freight/ accepted rate at which train is leased out. The bank guarantee shall be valid for a period of contract plus three months.</p>	<p>required to submit a bank guarantee as "Security deposit/Performance Guarantee" as under-</p> <table border="1" data-bbox="927 384 1401 915"> <thead> <tr> <th data-bbox="927 384 971 478"></th> <th data-bbox="971 384 1117 478">Frequency of service</th> <th data-bbox="1117 384 1401 478">Amount of Security deposit/Performance Guarantee</th> </tr> </thead> <tbody> <tr> <td data-bbox="927 478 971 695">(a)</td> <td data-bbox="971 478 1117 695">Up to 5 trips per month</td> <td data-bbox="1117 478 1401 695">Equivalent to three round trip/ single trip (as the case may be) lumpsum leased/ offered freight</td> </tr> <tr> <td data-bbox="927 695 971 915">(b)</td> <td data-bbox="971 695 1117 915">Above 5 trips per month</td> <td data-bbox="1117 695 1401 915">Equivalent to five round trip/ single trip (as the case may be) lumpsum leased/ offered freight</td> </tr> </tbody> </table> <p>The bank guarantee shall be valid till the period of validity of contract plus three months.</p>		Frequency of service	Amount of Security deposit/Performance Guarantee	(a)	Up to 5 trips per month	Equivalent to three round trip/ single trip (as the case may be) lumpsum leased/ offered freight	(b)	Above 5 trips per month	Equivalent to five round trip/ single trip (as the case may be) lumpsum leased/ offered freight
	Frequency of service	Amount of Security deposit/Performance Guarantee									
(a)	Up to 5 trips per month	Equivalent to three round trip/ single trip (as the case may be) lumpsum leased/ offered freight									
(b)	Above 5 trips per month	Equivalent to five round trip/ single trip (as the case may be) lumpsum leased/ offered freight									
22.3	<p>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 leaseholder. In addition to above, the zonal railway may terminate the contract depending on the seriousness of the offence/ violation of rules. In case of serious violation, leaseholder will also be liable for prosecution as provided under Indian Railway Act, 1989.</p>	<p>If such articles are found to have been loaded in leased SLR/VP, in contravention of the above para, a fine of Rs. 5 lakhs shall be imposed on the leaseholder. In addition to above, the zonal railway may terminate the contract depending on the seriousness of the offence/ violation of rules. In case of serious violation, leaseholder will also be liable for prosecution as provided under Indian Railway Act, 1989.</p>									
	<p>Cost of Tender Form - Not stipulated in the policy circular.</p> <p>(However, Cost of Tender Form has been given in 'Comprehensive Parcel Leasing Policy', which is applicable for leasing of AGC/SLR/VP).</p>	<p>New Para may be added as under-</p> <p><u>Para 5.1 Cost of tender form:</u> Cost of Tender Form for leasing of Parcel Cargo Express train will be Rs. 10,000/-.</p>									

4.0 The zonal railways must ensure compliance of the above instructions.

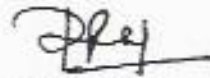
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5.0 This issues with concurrence of Finance Directorate of the Ministry of Railways.

6.0 These issues will come into force with immediate effect.

Please acknowledge receipt.



(Rita Raj)

Director Freight Marketing

2007/TC (FM)/10/3

New Delhi 22-10-2012

Copy forwarded to:

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



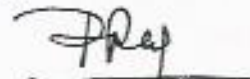
For Financial Commissioner/ Railways

2007/TC (FM)/10/3

New Delhi 22-10-2012

Copy forwarded for information and necessary action to:

1. The Chief Operation Manager, All Indian Railways.
2. The Chief Commercial Managers, All Indian Railways.
3. The Chief Mechanical Engineer, All Indian Railways
4. The Chief Passenger Traffic Manager, all Indian Railways.
5. The Chief Commercial Managers(FM), All Indian Railways.
6. The Chief Security Commissioner, All Indian Railways.
7. Managing Director/ Chief Commercial Manager,, Konkan Railway Corporation, Belapur Bhavan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai – 400014.
8. Managing Director, Centre for Railway Information System (CRIS) Chanakyapuri, Near National Rail Museum, New Delhi.
9. CAO/PTS, Northern Railway, IRCA Building, New Delhi.
10. Director General, Railway staff college Vadodara.
11. Director, Indian Railways Institute of Transport Management (IRITM), Hardoi By-pass Road, Manak Nagar, Lucknow 226011.
12. MT, FC, AM/C, AM(T), Adv. (Rates), AM(Mech.), Adv. (F), Adv.(Vig), EDF (C), EDME(Chg.), ED(Chg.), EDPM, ED (PG), EDTC (R), EDVT, DF (C), DV (T), Dir.(Punct.) /Railway Board for information please.



(Rita Raj)

Director Freight Marketing

FREIGHT MARKETING
CIRCULAR NO. 04 OF 2016

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

No. 2013/TC(FM)/10/11.

Rail Bhawan, New Delhi - 110 001, dated **15.06.2016**

General Manager,

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

{ Amendment No. 2 to Leasing of Parcel Cargo Express Train (PCET) policy }

Sub: Amendment to Policy for Parcel Cargo Express train to private operators.

Ref: (i) Freight Marketing Circular No. 02 of 2007.

(ii) Freight Marketing Circular No. 13 of 2013.

- 1.0 The 'Policy for Parcel Cargo Express Train' to private operators was issued under Freight Marketing Circular No. 02 of 2007 vide Board's letter No. 2007/TC(FM)/10/3 dated 20.02.2007.
- 2.0 Based upon the references/recommendations of zonal railways & suggestions from stakeholders, in order to liberalize the 'Policy for Parcel Cargo Express train to private operators' i.e. Freight Marketing Circular no.2 of 2007, the following provisions have been amended -
- 2.1 **Para 2.0 of Freight Marketing Circular No.2 of 2007(Modified)**

The minimum composition of the length of rake size of leased Parcel Cargo Express Train (PCET) shall be 15 Parcel Vans (VPHs/VPs/VPU's/VPHUXs etc.) + one Brakevan(two compartments of SLR, having parcel capacity of 04 tonne each), for first six months of the Contract.

The reserve price for leasing of Parcel Express trains shall be worked out with a minimum composition of 15 Parcel Vans + one brake vans (two compartments of 4 tonnes CC each).

After Six Months, the minimum composition of leased PCET shall be 20 Parcel Vans (VPHs/VPs/VPU's/VPHUXs etc.) + one Brakevan(two compartments of SLR, having parcel capacity of 04 tonne each) and lumpsum leased freight shall be charged on prorata basis. However, the composition of leased PCET may be increased on mutual consent upto 24 Parcel Vans by enhancing the prevailing accepted rate of the contract during its currency on PRORATA BASIS.

Moreover, in case, after increase of composition, at a later stage, the operation of PCET is not sustainable, the number of Parcel Vans may be reduced upto minimum composition of 20 Parcel Vans + 1 Brake Van and rates reduced accordingly on PRORATA BASIS.

2.2 Para 2.7 (New Para added)

However, zonal railway may with finance concurrence and approval of CCM, revise the reserve price where considered necessary downwardly to maximize the utilization of the parcel spaces. However, the reserve price shall not be below the Scale 'P' (for single/round trip) except when the PCET originates from NFR to other zonal railways as stipulated in Para 2.1 (ii).

2.3 Para 3.0 of Freight Marketing Circular No.2 of 2007 (Modified)

Duration of Contract

Parcel Cargo Express Train shall be leased out for a period of 6 (six) years. There would be no escalation in first three years in lumpsum leased freight. An annual escalation of lumpsum leased freight at the rate of 10% per annum on the lumpsum leased freight of the immediate preceding year shall be applicable from the fourth year onwards. Parcel Cargo Express Train shall not be leased out on medium term, short term, temporary or day-to-day basis.

2.4 Para 6.0 of Freight Marketing Circular No.2 of 2007 (Modified)

SOP- formation of Tender Committee

Tender Committee will comprise of three members as per SOP given below:

Value of contract	Tender Inviting Authority	Tender Committee	Tender Accepting Authority	Agreement Signing Authority
Upto Rs. 25 Crores	JAG Level Officer	JAG level Committee	DRM	Convener member of Tender Committee.
Above Rs. 25 Crores	SAG Level Officer	SAG level Committee	CCM or AGM in the absence of CCM in PHOD	

Note - Tender Committee will comprise of one Commercial, one Finance and third member to be nominated by Tender Accepting Authority.

2.5 Para 8.0 of Freight Marketing Circular No.2 of 2007 (Modified)

Security Deposit

The successful bidder shall be required to submit Security Deposit within 30 (Thirty) days from issuance of 'Letter of Acceptance' in the form of FDR or Demand Draft (endorsed in favour of SR.DFM/PA&CAO) equivalent to 10% of annual contract value calculated on basis of accepted Lumpsum leased freight/accepted rate at which train is leased out for composition of 20 Parcel Vans + 1 Brake Van (2 SLR compartments of 4 tonne each), irrespective of number of parcel vans attached to the train.

2.6 Para 8.1 of Freight Marketing Circular No.2 of 2007 - (Modified)

Failure to operate contract

The successful bidder shall start service within 60 (sixty) days from the date of issue of the acceptance letter. If the successful bidder fails to start loading within the stipulated period due to any reason, the "Earnest Money" of such bidder shall be forfeited.

2.7 Para 9.2 of Freight Marketing Circular No.2 of 2007 - (Modified)

Rescheduling of Train

When loading is not possible on scheduled day, CCM (FM) can reschedule the train for any other day with mutual consent of the leaseholder, subject to deposit of advance lumpsum leased freight by the leaseholder. This facility shall be provided for a maximum of one trip in a month.

2.8 Para 16.1 of Freight Marketing No. 2 of 2007 - (Modified)

Loading/unloading at originating and intermediate station

Permission for loading /unloading of parcels may be given at a maximum of four intermediate stations for PCETs covering 2000 kms between OD pair in single trip journey & above 2000 kms one more intermediate station can be permitted, through which the parcel train passes. For this purpose, 'NOC' must be obtained from the controlling zonal railway of the intermediate stations, The intermediate halt for loading/unloading should be atleast 300 kms apart.

3.0 These instructions will come into force with immediate effect and shall be made applicable to all future tenders to be invited for leasing out of Parcel Cargo Express Trains. Further;

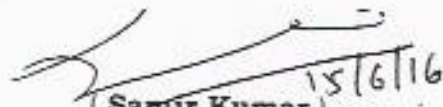
(i) The cases, where tenders have been finalized and 'Letter of Allotment (LoA)' has been issued to the party by the Railway Administration prior to issuance of this circular, the leaseholder shall be allowed to operate the leasing contract as per policy guidelines prevailing at that time.

(ii) The cases, where 'Letter of Allotment (LoA)' for award of leasing contract, has not been issued to the party before issuance of this circular, the Zonal Railways will cancel all such tenders and return the earnest money to the tenderers.

4.0 Zonal railways are requested to go through these policy guidelines carefully and follow the same therein strictly.

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

6.0 Please acknowledge receipt.


(Samir Kumar) 15/6/16
Director Freight Marketing