

DFCCIL - Private Freight Terminal Policy

1.0 Introduction

Dedicated Freight Corridors (DFC) presently comprising of Eastern Dedicated Freight Corridor and Western Dedicated Freight Corridor, have been conceived as Railway Freight Expressways whose commissioning will provide a quantum jump in rail capacity for transportation of freight traffic. It will create a paradigm shift in the freight transport logistics and services. The commissioning of DFC will revolutionise the freight movement scenario facilitating speedier & reliable services, providing impetus for industrial growth, and help diversify logistics options.

DFC will help in shifting traffic predominantly moving by road to rail and in increasing share of railways in the overall transport chain. This policy will facilitate development of PFTs (Private Freight Terminals).

Objectives of the policy:-

- 1.1 Enable rapid development of network of freight handling terminals with the participation of Private Sector.
- 1.2 Improvement in service quality with participation of the logistics service providers with world-class logistics facilities.
- 1.3 Divert traffic so far predominantly moving by road to rail and enhance the share of Railways in transport and logistics business.

2.0 Definitions

1.	Agreement	Document executed by a TMC and DFCCIL setting forth the terms and Conditions for operation of a PFT.
2.	Authorised Users	Rail users authorised by the TMC to make use of the facilities at a PFT will be called Authorised Users
3.	Brownfield PFT	A term used to refer to an existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy
4.	Consignee	means the person named as consignee in the Railway Receipt
5.	Consignor	means the person, named in railway receipt as consignor, by whom or on whose behalf goods covered by the railway receipt are entrusted to a Railway administration for carriage.
6.	Container Terminals (CT)	A freight terminal of Container Train Operator (CTO) exclusively with container traffic only
7.	Common User Facilities	A facility available for use to all rail users without any discrimination
8.	Co-user	This term refers to the permission given to a rail user by DFCCIL / IR, other than the owner of a private siding, for using the siding for handling of his own goods at the siding, in accordance the provisions of the Siding Agreement
9.	DFC	Dedicated Freight Corridor.
10.	DFCCIL	Dedicated Freight Corridor Corporation of India Limited

11.	FOIS	Freight Operating Information System.
12.	Freight Terminals (FTs)	A terminal notified by the Railway/DFCCIL to deal with freight (Goods) traffic
13.	Greenfield PFT	A term used to refer to a new freight terminal commissioned as a PFT under this policy.
14.	IPA	In Principle Approval.
15.	IR	Indian Railways.
16.	MoR	Ministry of Railways
17.	MCA	Model Concession Agreement entered into by Indian Railways and concessionaries of privately owned container trains
18.	NOC	No Objection Certificate
19.	Nodal Officer	means Group General Manager / General Manager (Business Development) or any other person who is duly authorised / empowered by DFCCIL.
20.	OHE	Over Head Equipment
21.	PFT	A terminal notified under PFT policy to deal with rail based cargo including container trains.
22.	Private Siding	Privately owned freight terminal created for a single rail end user (manufacturing, consumer) etc.
23.	Private Land	Land not owned by DFCCIL / Railways.
24.	PT	Port Terminal.
25.	Rake	A rake is a train load of wagons with prescribed composition.
26.	RFO	Rail Fly over.
27.	S&T	Signalling and Telecommunication
28.	TMC	Terminal Management Company.
29.	TMS	Train Management System, is a system for integrated management and monitoring of train movements on DFC network.

3.0 Applicability of Policy

- 3.1 This policy is applicable for privately owned freight terminals, on private land (Land other than owned by Indian Railways /DFCCIL) for dealing with Railway traffic including parcel and containers. Any Freight Terminal (FT) facility on Railways/ DFCCIL owned land will not be covered by this policy.
- 3.2 This policy will also be applicable for any freight terminal presently operated under IR's policy but also intending to get connected as PFT with DFC network
- 3.3 A prospective entity, company etc. willing to set up a Private Freight Terminal (PFT) will hereafter be termed as TMC (Terminal Management Company). TMC will apply for setting up rail connectivity with PFT in accordance with terms and conditions of the DFCCIL's Private Freight Terminal Policy.
- 3.4 There will be no discrimination in providing rail connectivity to applicants seeking rail connectivity from DFCCIL. Efforts will be made by DFCCIL to provide connectivity to as many applicants as

possible and ensure that connectivity is not denied to an eligible applicant unless there are compelling technical and operational reasons. Based on the requirement, the policy will be advertised widely, including in the print media, for the information of the stakeholders.

4.0 Nodal Agency / Competent Authority for approval.

- 4.1 Group General Manager / General Manager (Business Development) will be the Nodal officer for processing the proposal for PFT rail connectivity with DFC in consultation with concerned branches / departments / agencies.
- 4.2 Managing Director will be the Competent Authority (CA) for approving the proposal of rail connectivity for a PFT.

5.0 Freight Terminals (FTs)

Freight Terminals include the following categories of terminals:-DFCCIL Goods Sheds / Terminals.

- 5.1 Sidings on Railway / DFCCIL land.
- 5.2 Private Sidings built on private land in terms of the Private Siding Policy for exclusive use of its owner for its own cargo and also cargo belonging to authorised co-users.
- 5.3 Terminals/ICDs / CFSs set up for handling of containers and other cargo.
- 5.4 Multi modal logistics parks / Private Freight terminals (PFT).
- 5.5 Port Terminals including terminals connected with Inland waterways.

6.0 Eligibility for Applicants -Terminal Management Company (TMC):-

- 6.1 A Terminal Management Company (TMC) should be :
 - 6.1.1 A company registered in India under the Companies Act, 1956, or Company Act, 2013, or
 - 6.1.2 A public sector entity (PSUs or organizations created under an act of Parliament), or
 - 6.1.3 An entity registered as a Cooperative Society under the Cooperative Societies Act 1912, or
 - 6.1.4 An entity owning an existing Private siding or an Assisted Siding, or
 - 6.1.5 Subsidiary of an entity covered in 6.1.1 or 6.1.2 above, or
 - 6.1.6 A joint venture company or
 - 6.1.7 A consortium.
- 6.2 In case of more than one application for a PFT at the same location, the applicant with higher experience in the business of logistic service will be preferred. In case of subsidiary company, experience of the holding company may be reckoned for the purpose of experience. In case of joint venture or consortium, experience of lead member or a member, who has at least 26% equity share, may be reckoned for the purpose of experience.

7.0 Conversion of Private Sidings to PFTs (Private Freight Terminals).

- 7.1 A private siding operating exclusively for the traffic of the siding owner is permitted to continue to operate as private siding. However private sidings are permitted to convert as Brownfield PFT in accordance with this policy.
- 7.2 Container Terminals developed by a Container train Concessionaire in terms of the MCA ('Model Concession Agreement' entered into by Railways and concessionaries for privately owned Container Trains) may choose to convert to a PFT in terms of the PFT Policy for handling goods in rail wagons in addition to containers.
- 7.3 Road based Inland Container Depot/ Container Freight Station desiring rail connectivity will have to operate under the PFT Policy.

8.0 Documents Required.

- 8.1 An application for setting up a Greenfield / Brownfield PFT will include following documents.
 - 8.1.1 Papers relating to eligibility criteria as stipulated in Para 6.0.
 - 8.1.2 Feasibility Report of the Proposed PFT including concept sketch / Drawing / Lay out of the siding indicating rail connectivity with DFC including pattern of movement of traffic and operational requirements etc.
 - 8.1.3 Document in support of availability of land if available (not required for brown field PFT). In case land is not in possession of the applicant and is being acquired, before signing of the agreement, land acquisition documents/proof have to be submitted.
 - 8.1.4 Projections of anticipated business volumes.
- 8.2 A list of authorized users of the PFT will be required to be submitted by the applicant TMC which may be updated from time to time by TMC under advice to DFCCIL.

9.0 Application Fee

- 9.1 Applicants of both Greenfield and Brownfield PFT's will be required to deposit Rs.50 lakhs (non-refundable) as Application Fee at the time of applying for setting up a PFT. The fee is to be deposited as per the extant procedure prescribed by DFCCIL.
- 9.2 If an application for a PFT is rejected for any reason whatsoever, 99% of the application money will be refunded to the applicant within 30 days of such decision.

10.0 Security Deposit.

- 10.1 A security deposit of Rs. 2 Crores will be deposited by the applicant within three (03) months of granting In Principle Approval (IPA) for rail connectivity of PFT by DFCCIL, failing which the approval shall be withdrawn. The Security Deposit will be accepted in the form of Bank Draft or Bank Guarantee.
- 10.2 Upon successful completion of the PFT, 99% of the security deposit will be refunded within 30 days of issue of notification of the PFT.

11.0 Over Head Charges: PFT rail connectivity works.

11.1 The overhead charges payable by TMC seeking rail connectivity to PFT, are as below:

	Purpose	Execution By	Charges	
11.1.1	Departmental Charges: (inclusive of cost of tools & plant and establishment supervision)	DFCCIL	7.5 %	% of cost of project excluding land cost, cost of OHE and S&T works.
		Party	4.0 %	
11.1.2.	Departmental Charges for OHE and S&T works: (inclusive of cost of tools & plant and establishment supervision)	DFCCIL	7.5 %	% of cost of OHE & S&T works for DFCCIL mandatory supervision.
		Party	4.0 %	
11.1.3.	Direction and General Charges (D&G) :	DFCCIL	1% of cost of project	

(*) These charges will be reviewed every three years after the commissioning of DFC.

11.2 The Departmental Charges when work is executed by DFCCIL will be as follows:-

11.2.1 1 (one) % of the assessed cost of project within 03 (Three) month of issue of 'In Principle Approval' (IPA).

11.2.2 Balance amount to complete 3 % of the assessed cost of the project when the request to prepare DPR is received.

11.2.3 Balance amount to complete 6.5 % of the estimated cost of the project will be payable within one month of approval of ESP.

11.2.4 1(one) % of the cost of project while applying for Final Approval of the completed works.

11.3 The Departmental Charges when work is executed by Party will be as follows:

11.3.1 1(One) % of the assessed cost of project within 03 (Three) month of issue of 'In Principle Approval' (IPA).

11.3.2 Balance amount to complete 3 % of the estimated cost of the project will be Payable while submitting Detailed Project Report (DPR).

11.3.3 1(one) % of the cost of project while applying for Final Approval of the completed works.

11.4 Direction and General Charges will be payable while applying for Final Approval.

11.5 In case the rail connectivity is envisaged with the DFC network, then the total estimate of work from take-off point of DFC to Rail Handling area of the PFT including modification in DFC station/yard, if any, will be the Project Cost. However, when the connectivity is initially sought from IR in phase-I and finally with DFC in phase-II, then the project cost will be restricted to the modifications required in yard and connectivity for shifting of rail connectivity from IR to DFCCIL.

11.6 DFC section from Sonenagar to Dankuni of EDFC is planned for execution under PPP. 'In Principle Approval' (IPA) for rail connectivity with Indian Railways in Phase-I will be given by DFC. Application fees will be payable as per provisions of the policy. However, all other prescribed

charges as per policy will be deferred and will be payable as per instructions/guidelines issued by DFCCIL in this regard after award of contract to concessionaire for PPP work.

12.0 Application Procedure.

- 12.1 An eligible entity proposing rail connectivity with PFT will apply to GGM/GM (Business Development) / DFCCIL enclosing the prescribed documents and Application Fee.
- 12.2 Subject to submission of requisite documents and Application fees as indicated, examination of proposal for setting up a PFT (both Greenfield & Brownfield) would be limited to confirmation of the TMC fulfilling the eligibility criteria laid down in this policy and operational and technical feasibility of the proposal.
- 12.3 IPA is not transferable to any another party.
- 12.4 After grant of In-Principle Approval (IPA) of rail connectivity TMC shall submit DPR along with required documents and charges/ fee etc.;
- 12.5 DPR for a PFT will be approved subject to confirmation of receipt of Security Deposit from the TMC.
- 12.6 After final approval of ESP & DPR, TMC will submit detailed estimate, bridge drawing and Inter Locking Plan (IP) for approval.
- 12.7 The completion time as per the time schedule given in the policy will start after final approval.
- 12.8 GGM/GM (BD) and the TMC will sign an Agreement for operation of the PFT before commissioning.
- 12.9 GGM/GM (BD) will issue a commercial notification after signing of the agreement as prescribed in Para- 12.8 for opening a PFT, as an independent terminal in consultation with IR.
- 12.10 Time lines of various activities / clearances will be as given in Para 13.0.
- 12.11 Setting up rail connectivity to PFT would not require a Rail Transport Clearance (RTC).

13.0 Time Frame

- 13.1 DPR should be submitted within a period of one (01) year from the date of IPA, otherwise, unless extended by DFCCIL, 'IPA' will be withdrawn with forfeiture of Security Deposit.
- 13.2 When survey is done by DFCCIL (as Deposit works) and work is also executed under DFCCIL's supervision, depending upon the size of project, approval shall be given within nine months to twelve months.
- 13.3 When survey is done by Party and work is supervised by them, the representative Time Schedule for granting the required approvals is as below:

13.3.1 Issue of IPA by DFCCIL : 45 Days after submission of Feasibility Report.

13.3.2 DPR approval by DFCCIL. : Two months on receipt of DPR from the Applicant.

13.3.3 Engg. Drawings approval by DFCCIL : Two months after receipt of engineering drawings from the Applicant.

13.3.4 Bridge drawings approval by DFCCIL. : Two months after receipt of bridge drawings from the Applicant.

13.4 Approval of the DPR, followed by ESP and Bridge Drawing will be treated as Final Approval. At the stage of Final Approval, the applicant should have possession of at least 50% of the land required for rail infrastructure inside the terminal as per the approved DPR.

14.0 Authorised Users.

14.1 The list of authorized rail users of PFT will be incorporated in FOIS (Indian Railways).The consignment booked to PFT will be consigned to the consignee, whom TMC has authorized to make use of his facility.

15.0 Commodities permitted

15.1 Unless otherwise specified by DFCCIL or IR from time to time by suitable notification or any other means of communication, a PFT under this policy would be permitted to book and handle all traffic.

15.2 When any commodity is transported in containers, the extant policy guidelines for container movement revised from time to time, will be applicable on the container handled at PFT.

16.0 Types of wagons permitted

16.1 All types of wagons, parcel vans, including privately owned wagons, Containers permitted to run on DFCCIL / IR network will be permitted to be dealt with at PFTs, unless otherwise restricted by DFCCIL from time to time.

17.0 Rail Connectivity

17.1 Rail connectivity with Greenfield PFT or an existing PFT of IR will be developed on request of the TMC who will bear all development cost including cost of planning, land acquisition, construction, maintenance and staff deployment cost etc. as per the policy.

17.2 As a general principle, the rail connectivity of the PFT will be based on the location of PFT vis-a-vis the track alignment. If it is on the side of DFC, the take-off will be from DFC line. If it is on the side of IR, at the request of TMC and subject to feasibility, and approval of DFCCIL, PFT can also be directly connected with DFC network by means of Rail Fly Over (RFO) which will be built at the TMC's cost. PFTs on DFC side can also be directly connected to IR through RFO depending upon the requirement at the TMC's cost.

- 17.3 Proposals for connectivity of Brownfield / Greenfield PFTs which fall between two stations on the DFC network will be decided considering the technical and operational feasibility. Based on requirement and technical / operational feasibility 'Y' connection for either UP and Down lines or a new station / Cabin or any other modifications / facilities will be decided by DFCCIL with the approval of CA and the cost of these infrastructures will be borne by the TMC. On a double line section such mid-section connectivity will normally be considered beyond 10 kms from the nearest DFC station.
- 17.4 For the avoidance of doubt, all the resultant changes in the planning / design / alteration of DFC assets getting affected by the connectivity proposal of the PFT will be borne by the TMC.
- 17.5 Whenever a new PFT is being planned/developed, necessary augmentation of matching infrastructure such as additional Loop Lines, Crossover etc. at the serving station will be developed as common user facility. The cost of such common user facility will be borne by the TMC. The common user facility shall become property of DFCCIL and the party shall have no claims to such assets.
- 17.6 Adequate distance should be provided between tracks for facilitating landing of RFO in the planning / construction stage itself. However wherever it is not possible, the cost of slewing the track, utility shifting including land cost etc. for the provision of RFO (Rail Fly Over) wherever required will be borne by the TMC.
- 17.7 Rail connectivity to a PFT will be provided subject to the condition that the DFCCIL reserves the right to provide connectivity to other PFTs / Port Terminals / Private Sidings through the take-off station, PFT connectivity line and stations en-route to the PFTs. However, cost of additional infrastructure and manpower required for the new connectivity will normally be borne by the new facility owner.
- 17.8 In case connectivity is provided to more than one PFTs / PTs / Private Sidings through a common infrastructure as mentioned in Para 17.7, the maintenance and manpower cost will be shared amongst the different facility owners as mutually agreed.

18.0 General Conditions.

- 18.1 Applicant TMC will be solely responsible in respect of ownership of land or lease, license or any other arrangement under which private land is proposed to be used for development of a PFT.
- 18.2 Land for new DFCCIL station /Y connection/Junction cabin and third line as the case may be will be acquired at the customer's cost. However the ownership of the land will vest with Railways/DFCCIL.
- 18.3 TMC will be responsible to fulfil all statutory requirements and get all statutory and non-statutory clearances that may be required from government departments and statutory bodies for setting up and operating a PFT.

- 18.4 For the purpose of rake handling, all PFTs will be required to function round the clock on all days including Sundays and all other holidays.
- 18.5 For various services provided at the PFT including value added services TMC will be free to fix tariff and recover charges for such services.
- 18.6 Unless otherwise prescribed by DFCCIL, all "Commercial and Operating rules" as applicable in a Goods shed in IR for booking, supply and delivery of goods shall be applicable at the PFT.
- 18.7 The TMC will undertake the maintenance of the siding and bear the entire cost of maintenance. Subject to the acceptance by DFCCIL, the TMC will have the option to entrust the maintenance task to DFCCIL. If such maintenance work is undertaken by DFCCIL, the TMC will deposit a lump-sum amount which would be equal to the recurring cost towards maintenance (up to the take-off point of track or up to the place where wagons are handed over) for a period of 10 years as per extant rules issued by DFCCIL/IR and revised from time to time. Such payment shall be made before the commissioning of the PFT. Alternatively, the TMC will also have the option to deposit the maintenance cost on yearly basis. Such maintenance cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on maintenance will be paid by TMC. In case of any damage to the DFC infrastructure, utilities etc. in the process of construction of PFT connectivity, the cost of the same will be borne by the TMC.
- 18.8 The proposal for rail connectivity will be examined by DFCCIL on the basis of pre-feasibility report and concept plan considering operational feasibility, traffic offered and impact of the project on DFC and railway plans for future developments.
- 18.9 In case of DFC and IR alignments are parallel and railway land is involved in PFT connectivity, the In Principle Approval (IPA) will be issued after receipt of NOC from concerned zonal railways.
- 18.10 In case DFC is on detour or land involved has been acquired through DFCCIL, zonal railways will be kept informed.
- 18.11 To the extent feasible the system of placement of rakes will be direct without any exchange yard to avoid detention.
- 18.12 In case a siding is getting commissioned before DFC commissioning and for interim period it is connected to Indian Railways network then the concerned TMC may have to pay processing / approval related charges first to IR as per rules of IR. As far as DFCCIL is concerned relevant charges (Application Fee, Security Deposit, Departmental and D &G charges) will have to be paid for residual portion of the work (as mentioned in para 11.5) involved in changing connectivity from IR to DFCCIL.

19.0 Facilities in the PFTs,

- 19.1 TMC will be responsible to develop adequate facilities for loading and unloading, for the anticipated volume of traffic at PFT so that there is no undue detention in handling trains.

Placement capacities on the handling lines should be adequate to deal with full rakes composition as notified by DFCCIL from time to time.

- 19.2 The TMC will arrange to install terminal of FOIS (Freight Operation Information System) with limited access as prescribed by DFCCIL for collection of freight charges through e-payment, issuing of RRs and taking delivery of cargo and other commercial activities. TMC will bear all costs related to FOIS.
- 19.3 Wherever necessary, the TMC will also install DFCCIL's Train Management System (TMS) inside the PFT area at its own cost for smooth movement of traffic from PFT to DFCCIL and vice-a-versa the cost of operating TMS inside the PFT area, including manpower, will be provided by TMC.
- 19.4 TMC will provide suitable resting facilities to the crew, wherever required. TMC will permit the train crew to avail of the facilities of staff canteen in their premises, if available, on payment of charges as prescribed for their own staff.

20.0 Non-Acceptance

- 20.1 Each case of stabling of a train on DFC/IR network exclusively for want of acceptance by a TMC will be recorded as an instance of non-acceptance.
- 20.2 When a rake is stabled on DFC/Indian Railway network for want of acceptance by TMC, stabling charges will be levied as per extant rules issued by DFCCIL/India Railways and revised from time to time.
- 20.3 In situations of congestion involving stabling of trains for non-acceptance by a TMC, DFCCIL will be authorized to impose loading restriction/quota for an appropriate duration for the PFT.

21.0 Deployment of Staff

- 21.1 Commercial staff will be posted by DFCCIL at PFT to carry out commercial functions related to booking and delivery of cargo and collection of freight and other charges.
- 21.2 TMC will bear the cost of maximum one commercial staff per shift. However, if there are more than one handling areas which cannot be supervised from one location, cost of additional commercial staff subject to a maximum of one commercial staff per shift per handling area will be paid by the TMC
- 21.3 In case of setting up of a new station or junction cabin or yard for connectivity of PFT, the cost for required staff will be borne by TMC.
- 21.4 TMC will deposit one time lump sum staff deployment cost amount which would be equal to cost for a period of 10 years on the basis of initial deployment of staff at the station or at junction cabin as per extant rules issued by DFCCIL. Such payment shall be made before the commissioning of PFT, alternatively, the TMC will also have the option to deposit the staff cost on yearly basis. Such staff cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on staff cost will be paid by TMC.

22.0 Agreement

- 22.1 An agreement will be signed between TMC and Nodal Officer which would include detailed terms and conditions for operation of the PFT.
- 22.2 Agreement will be valid upto the expiry of DFCCIL concession period beyond which agreement will be modified to make it applicable with the new entity, if any
- 22.3 The agreement referred above, will be signed before the notification of the PFT.
- 22.4 Before signing the agreement the party will submit necessary proof/documents/clearances in support for setting up of the facility.

23.0 Payment of freight& Revenue Sharing

- 23.1 Freight or haulage charges on traffic booked from and to a PFT will be charged on the basis of through distance in accordance with the extant instructions of Railway Board.
- 23.2 Freight or haulage charges as the case may be will be paid by the consignor as prescribed in Goods Tariff or by a special notification.
- 23.3 Unless otherwise notified by DFCCIL, consignment booked to and from a PFT will be pre-paid.
- 23.4 PFT will not be entitled for the apportioned earning for the siding length of PFT siding / yard as per extant MoR guidelines. Revenue sharing rules / guidelines notified for PFTs by MoR will be adopted by DFCCIL after the approval of CA.

24.0 Free Time (Demurrage and wharfage)

- 24.1 Free time for loading / unloading will be as per DFCCIL/Railway Rules. If wagons are detained beyond the Free time, demurrage charges will become payable in accordance with the notified rates in this regard.
- 24.2 Free time will be reckoned from the time the rake is handed over at the PFT.

25.0 Other Charges Payable

- 25.1 All statutory charges, taxes, duties, cess, etc. would be payable by TMC as per prevalent Government rules as notified from time to time.

26.0 Electronic in Motion Weighbridges (EIMWB) and other Wagon Defect Detection equipment's.

- 26.1 TMC will be required to provide Electronic In-motion Weigh bridge (EIMWB) at a suitable location inside the terminal in such a manner that all incoming and outgoing rakes can be weighed. The EIMWB as per the specification provided by DFCCIL should be procured and installed by TMC.
- 26.2 On technical matters pertaining to installations/commissioning, operation & maintenance of weighbridge TMC will follow instructions issued by DFCCIL. TM C will maintain the weighbridge at its own expense as per standards specified by DFCCIL.

- 26.3 If it is not feasible to install a weighbridge within the land available with the PFT on technical reasons (like grade, layout etc.), proposal for installation of such a weighbridge may be considered, as an exception, at the serving station or any other operationally convenient location decided in consultation with DFCCIL at the cost of TMC. Cost of Procurement (inclusive of requisite warranty and post-warranty, five years comprehensive AMC), installation, maintenance (even after expiry of Initial warranty and five year comprehensive AMC), Operation (including staff costs) and replacement of these EIMWBs would be borne by the TMC. After installation such weighbridge outside the PFT, would be treated as DFCCIL's own weighbridge. TMC would no longer have physical ownership rights as such over the weighbridge so installed. To this end, DFCCIL should execute an agreement with TMC, which should specify inter-alia that DFCCIL/ Indian Railways would be free to weigh rakes of customers other than TMC on such weighbridge.
- 26.4 Exception as provided in terms of Para- 26.3 will be granted only with the approval of the Competent Authority (CA).
- 26.5 Based on traffic volumes, as laid down by DFCCIL, TMC will install suitable Defective Wagon Detection System (DWDS) as per specifications approved by DFCCIL at the time of commissioning of the PFT. The cost of installation, operation and maintenance of all such instruments will be borne by the TMC.

27.0 Rights of the TMC

- 27.1 TMC will have right to change its list of Authorized Users. TMC will immediately inform the DFCCIL, so that the list of authorized users is updated in the FOIS (Freight Operations Information System).
- 27.2 Excluding the commodities banned by DFCCIL/IR for PFT, TMC will have right to choose the list of commodities for handling inside PFT.

28.0 Liabilities and Indemnification.

- 28.1 Goods to be loaded or delivered at a PFT.
- 28.1.1 Where goods are required to be loaded at a *PFT*, for carriage by DFCCIL / Railway, the DFCCIL/Railway administration shall not be responsible for any loss, destruction, damage or deterioration of such goods from whatever cause arising, until the wagon containing the goods has been handed over at the specified point of interchange of wagons between the PFT and the DFCCIL and a DFCCIL employee authorized in this behalf has been informed in writing accordingly by the TMC.
- 28.1.2 Where any consignment is required to be delivered by DFCCIL, the DFCCIL/Railway administration shall not be responsible for any loss, destruction, damage or deterioration or non-delivery of such consignment from whatever cause arising after the wagon containing the consignment has been handed over at the specified point of interchange of

wagons between the DFCCIL/Railway and the PFT and the TMC has been informed in writing accordingly by a DFCCIL employee authorized in this behalf.

- 28.2 TMC shall indemnify DFCCIL for any damage to DFCCIL/Railway property including rolling stock and injury or loss of life arising out of any negligent act or omission or breach of any of its obligations under the agreement by the TMC inside the PFT.
- 28.3 DFCCIL Administration will indemnify the TMC against any negligent act or omission or breach of any of its obligations under the provision of the agreement subject to the provisions of Railways Act and rules made there under.
- 28.4 Standard Rules in respect of claims as per Railways Act, 1989, will be adopted by DFCCIL.

29.0 Mechanical Handling of Wagons

- 29.1 Mechanized bulk handling systems including tippers used for loading/ unloading of wagons as per approved DPR shall be provided and commissioned as per DFCCIL approved specifications.
- 29.2 For other mechanized handling equipment's with relation to loading/ unloading of wagons, where DFCCIL specifications are not available, prior approval for their use is to be taken from DFCCIL.
- 29.3 The tippers, bulk handling systems and mechanized equipment will have to be replaced by the TMC as soon as their codal life is completed.
- 29.4 The TMC shall always maintain tippers, bulk handling systems as well as mechanized equipment in good condition. Operation of defective systems shall be suspended. The TMC shall ensure that tippers, bulk handling systems and the mechanized equipment are operated only by qualified and experienced staff under adequate supervision.
- 29.5 In case mechanized equipment are being used for loading/ unloading of wagons in the PFT, proper infrastructural facilities as approved by the DFCCIL must be created in advance to prevent damages to wagons.
- 29.6 Checks may be conducted by representative of the DFCCIL to ensure that damages to wagons are not taking place in the PFT. In case of non-compliance of these instructions, penalties would be imposed as per the extant rules

30.0 Duration of Permission and Gestation period.

- 30.1 Gestation period for setting up and to operationalize rail connectivity of a Greenfield PFT will be a maximum of three years from the date of final approval or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later.
- 30.2 The gestation period for Brownfield PFT will be one year from the date of final approval or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later.
- 30.3 Unless otherwise extended in writing by DFCCIL, failure to adhere to this time limit would lead to cancellation of such approval without any liability of DFCCIL.

30.4 DFCCIL can extend the gestation period for operationalization of Greenfield/ Brownfield PFT beyond the original gestation period as indicated in 30.1& 30.2 above by one year at a time keeping in view special reasons including unforeseen exigencies etc. on payment of penalty equivalent to @ 20% of the security deposit per year or part thereof. Extension beyond two years if agreed by DFCCIL will attract penalty equivalent to 40% of the security deposit per year or part thereof.

31.0 Land Licensing

31.1 Where ever necessary, Railway/DFCCIL land, only for connectivity of PFT shall be provided as per extant IR / DFCCIL policy / instructions.

31.2 Land License Charges:

The Land License charges will be applicable as stipulated in extant DFCCIL Land Licensing Policy and as revised from time to time. In addition to lease charge payable to Railways which is presently @ 6 % per annum of current market rate of land, charges @ 1% per annum will be levied as Administrative /Overhead Charges by DFCCIL,

31.3 No license fee charges for Railway land (in DFCCIL possession) used if any, and maintenance charges will be levied on the TMC for common user facilities created such as additional lines, crossovers, new station etc. developed in station area at the cost of TMC,.

31.4 If Railway/DFCCIL requires land for its development, it should be vacated by the TMC within 2 years from the date of notice to owner. Penal charges will be imposed if land is not vacated timely.

32.0 Carriage & Wagon Maintenance :

32.1 Normally no C&W (Carriage & Wagon) facility will be developed inside the PFT. However, in exceptional cases, if on operational grounds and depending on the traffic volume it becomes necessary to develop the maintenance facility including prescribed equipment's inside the siding, capital cost on one time basis shall be borne by the TMC. Regular upkeep of facilities shall remain responsibility of the TMC.

32.2 Running repairs of rolling stock including material and staff cost in all cases shall, be borne by the Railways.

32.3 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 if required may be developed at TMC cost in the DFCCIL yard.

32.4 Assessment and recovery of damages caused to wagons in PFT shall be as per extant rules.

33.0 Over Head Equipment (OHE) and S&T :

33.1 The capital cost for provision of OHE and S&T infrastructure created to serve the PFT shall be borne by the TMC.

33.2 The TMC will also deposit a lump sum amount which would be equal to the recurring cost towards maintenance of OHE and S&T infrastructure for a period of 10 years. Such payment shall be made before the commissioning of the PFT. Alternatively, the TMC will also have the option to deposit the OHE and S&T maintenance cost on yearly basis. Such cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on maintenance will be paid by TMC.

34.0 Dispute Resolution

34.1 In case of any dispute in interpretation of the policy, the decision of MD/DFCCIL will be final and binding.

34.2 Any dispute in interpretation and implementation of the agreement, which is not resolved amicably, shall be finally decided by reference to arbitration by a Board of three Arbitrators appointed through a procedure which will be clearly spelt out in the Agreement between the DFCCIL and the TMC. Such Arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi and shall be subject to the provisions of the "Arbitration and Conciliation Act 1996".

35.0 Conflicts

35.1 Notwithstanding any provisions in this policy, provisions of Railways' Act, 1989 will prevail.

36.0 Termination of the Agreement

36.1 Subject to the provisions in the agreement between DFCCIL and the TMC, DFCCIL may terminate an Agreement with the TMC for any breach of the terms and conditions of the agreement, violations of the provisions of the Railways Act, 1989, commitment of an unlawful act or in the event of default as defined in the agreement by giving a written Notice of Termination of 180 days to the TMC.

36.2 Before issuing the Termination Notice, DFCCIL will inform the TMC of its intention to do so through a written notice. The TMC should make a representation within 30 days of receiving such a notice. After expiry of 30 days, the termination notice will be issued in writing if no representation is received from the TMC. If a representation is received the DFCCIL will decide the issue regarding termination taking all facts into consideration.

36.3 The TMC will also have the right to terminate the agreement by giving a notice of 180 days to the DFCCIL.

36.4 Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism as prescribed under Para 34.0 of the policy.

37.0 Review of the Policy

37.1 DFCCIL reserves the right to review this policy periodically based on its business requirements and requirement of industries.

37.2 These changes shall be reflected in the Agreement in the form of corrigendum / addendum to the agreement.

37.3 For any operational, commercial or any other matter not specifically covered under this policy, IR rules / provisions will be the guiding factor and may be selectively adopted by DFCCIL with the approval of CA.
