

Dedicated Freight Corporation of India Limited.
A Government of India (Ministry of Railways) Enterprise

SUGGESTIONS

On Draft

PRIVATE FREIGHT TERMINAL (PFT) Policy of DFCCIL

1. Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is in the process of framing a new 'Private Freight Terminal (PFT) Policy' and is uploaded on its website <<http://www.dfccil.gov.in>>
2. DFCCIL invites suggestions from the railways, trade & industry and any other organisation or individual on the "draft Private Freight Terminal (PFT) Policy" to be finalized shortly.
3. The suggestions, if any may please be sent through email <slsharma@dfcc.co.in> or by post to JGM/BD,DFCCIL, Room No. 412, Pragati Maidan Metro Station Building Complex, New Delhi 110 001. latest by 20th May 2015

http://www.dfccil.gov.in/dfccil_app/Miscellaneous.jsp

Draft - Private Freight Terminal (PFT) Policy of DFCCIL

1.0 Introduction

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a railway super highway whose commissioning will provide significant capacity for rail transportation of freight traffic and will be an instrument for complete change in the freight transport logistics and service level. The freight corridors are of vital importance to the economic development social welfare of the country and have vast potential for enhancing transport facility for all the catchment areas as well as the connected ones.

This policy will facilitate development of PFTs (Private Freight Terminals) by opening the area of terminal development with participation of the logistics service providers to create world-class logistics facilities.

A prospective TMC (Terminal Management Company) will have to apply for setting up a PFT in accordance with terms and conditions of the DFCCIL's PFT Policy.

- 1.1 This policy aims to stimulate development of privately owned freight terminals, not on Railway land, for dealing with railway traffic including parcel traffic and containers.
- 1.2 Any Freight Terminal (FT), Private Siding (PS) or any other type of goods handling facility on Railway/ DFCCIL owned land is excluded from the applicability of this policy.
- 1.3 A TMC presently operated under IR's PFT policy will have to be connected to DFC network if need arises so and will have to follow the steps mentioned in the policy.

2.0 Objective

- 2.1 The objective of the Policy are as below:
 - 2.1.1 DFCCIL is an express railway carrying freight traffic from/to DFC network and also traffic from/to feeder routes of Indian Railways. The commissioning of DFCCIL will revolutionise the freight movement scenario facilitating speedier & reliable services, providing enough impetus for industry to grow, profligate and diversify its logistics options. The presence of DFC will help in shifting traffic predominantly moving by road to rail and in increasing share of railways in the overall transport chain freight volumes by offering integrated, efficient and cost effective logistics and warehousing solutions to users. To achieve this, development of terminals is a primary requisite for which this policy is being framed. The objectives of the policy are

- 2.1.1.1 Enable rapid development of network of freight handling terminals with the participation of Private Sector.
- 2.1.1.2 Enhance the presence and share of railways in the overall transport chain.
- 2.1.1.3 Divert traffic so far predominantly moving by road to rail and attain increased rail freight volumes by offering integrated, efficient and cost effective logistics and warehousing solutions to users.

3.0 Nodal Agency

- 3.1 GGM/GM (Business Development), will be the Nodal agency for processing the proposal for PFT connectivity in consultation with concerned branches/departments/agencies.
- 3.2 Managing Director will be the Approving Authority for proposal of setting of a PFT.

4.0 Freight Terminals (FTs)

- 4.1 The Freight Terminals includes following categories of terminals:
 - 4.1.1 Railway Goods Shed and Siding on Railway / DFC land.
 - 4.1.2 Private Siding built on private land in terms of the Private Siding Policy for exclusive use of its owner for its own cargo.
 - 4.1.3 Private Sidings built on private land where rail users other than the owners of Private sidings have been permitted to use the siding under the provisions for co-use facility in the private siding agreement.
 - 4.1.4 Privately owned container handling terminals set up on private land in accordance with the provision of Model Concession Agreement - MCA [including those created by CONCOR on private land before introduction of MCA (of Railways)]

5.0 Eligibility for Terminal Management Company (TMC)

- 5.1 A Terminal Management Company (TMC) should be :
 - 5.1.1 A company registered in India under the Companies Act, 1956, or
 - 5.1.2 A public sector entity (PSUs or organizations created under an act of Parliament), or
 - 5.1.3 An entity registered as a Cooperative Society under the Cooperative Societies Act 1912,
or
 - 5.1.4 An entity owning an existing Private siding or an Assisted Siding, or
 - 5.1.5 Subsidiary of an entity covered in 5.1.1 or 5.1.2 above, or
 - 5.1.6 A joint venture company or
 - 5.1.7 A consortium

- 5.2 In case the more than one application for a PFT at the same location, the applicant with 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.
- 5.3 If an eligible entity has already applied for a Private siding on private land and same has not been notified as a private siding, it will be entitled to opt for converting its proposal into a proposal for a Greenfield PFT (A new Freight Terminal commissioned as a part of PFT under this policy).

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

- 6.1 A private siding operating exclusively for the traffic of the siding owner of such a facility is permitted to continue to operate as private siding.
- 6.2 Existing private sidings already operating with a co-use facility that allow handling of third party cargo i.e. other than co-user (The permission given to a rail user by DFCCIL/Railways, other than the owners of a Private Siding, for using the siding for handling of his own goods at the siding, subject to the provisions of the Siding Agreement) will have to necessarily apply to convert themselves into a PFT.
- 6.3 If the siding owner desires to continue with the co-use of his siding and does not want to convert to PFT, co-user permission can be given to one co-user. The sidings where more than a single co-use is allowed, will have to convert into a PFT.
- 6.4 Where in principle approval has been given for conversion of a siding into a PFT, which was availing co-user permission, such permission will continue till notification of the siding as PFT.
- 6.5 Container Terminals developed by a container train Concessionaire in terms of the MCA ('Model Concession Agreement' entered into by Railways and concessionaries privately owned Container Trains) may choose for conversion to a PFT in terms of the PFT Policy for handling goods in rail wagons in addition to containers.
- 6.6 Road based Inland Container Depot/ Container Freight Station desiring rail connectivity will have to operate under the PFT Policy.

7.0 Documents Required

- 7.1 An application for setting a Greenfield PFT (A new Freight Terminal Commissioned as a part of PFT under this policy) will include following documents.

- 7.1.1 Papers relating to eligibility criteria as stipulated in Para 5.0. [Eligibility for Terminal Management Company (TMC)].
 - 7.1.2 Feasibility Report of the Proposed PFT.
 - 7.1.3 Projections of anticipated business volumes.
- 7.2 An application for converting an existing private sidings or container terminal into a Brownfield PFT [An existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy] will include following documents
- 7.2.1 Papers relating to eligibility criteria as stipulated in Para- 5.0.
 - 7.2.2 Feasibility Report of the Proposed PFT.
- 7.3 A list of authorized users of the PFT will be required to be submitted by the applicant TMC after grant of approval. This list may be updated from time to time by TMC with an advice to DFCCIL.
- 7.4 This list along with projection of anticipated business volumes as stated in Para 7.1.3 and 7.2.2 above will be used only for the purpose of making an assessment about requirement of additional capacity on DFCCIL network etc.

8.0 Application Fee

- 8.1 Applicants of both Greenfield (A new Freight Terminal commissioned as a part of PFT under this policy) and Brownfield PFT's [An existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy] will be required to deposit 2 Crore (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 as decided by DFCCIL from time to time.
- 8.2 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 rejection.

9.0 Security Deposit

- 9.1 A security deposit of Rs.2 Crore will be deposited by the applicant within one month of granting approval for setting up a PFT by DFCCIL, failing which the approval shall be withdrawn. In case the TMC has already deposited ₹ 1 Crore (security deposit) to Indian Railways, **then for connectivity to DFC network TMC will deposit ₹ 1 Cr. only towards security deposit.**

9.2 Upon successful completion of the PFT, 99% of the security deposit will be refunded within 30 days of issue of notification of the PFT.

9.3 If the PFT is not completed within a period of 1 year of Brownfield PFT [An existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy] and 3 years for Greenfield PFT (A new Freight Terminal commissioned as a part of PFT under this policy) or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later from the date of issue of final approval, the approval for such a PFT will be cancelled and Application Fee and Security Deposit forfeited unless otherwise extension (of gestation period) is granted by DFCCIL as per clause 16.9 (Gestation period).

10.0 Over Head Charges:

10.1 The overhead charges* payable by party desirous to set up a PFT, are as below:

| | Purpose | Execution By | Charges (including D & G Charges) | |
|----|----------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------|----------------------------------------------------------------------------------------|
| 1. | Departmental Charges: (inclusive of cost of tools & plant and establishment supervision) | DFCCIL | 12.50 + 9.0 =21.50 % | % of cost of project excluding OHE & S&T works. |
| | | Approved Consultant / Party | 6.25 + 6.0 =12.25 % | |
| 2. | Departmental Charges for OHE and S&T works: (inclusive of cost of tools & plant and establishment supervision) | DFCCIL | 12.50 + 9.0 =21.50 % | % of cost of OHE & S&T works which are mandatory supervision to be executed by DFCCIL. |
| | | Approved Consultant / Party | 6.25 + 6.0 =12.25 % | |

*The above charges can be revised and notified by DFCCIL from time to time.

11.0 Application Procedure

11.1 11.1.1 An eligible entity proposing to set up a Private Freight Terminal (PFT) will apply to GGM/GM (Business Development) / DFCCIL enclosing the prescribed documents and Application Fee.

11.1.2 The proposal will be approved as per Para 3.0.

11.2 Proposal for setting up a Greenfield PFT (A new Freight Terminal commissioned as a part of PFT under this policy) will be examined as under:

Examination of such proposals would be limited to confirmation of the TMC fulfilling the eligibility criteria in terms of Para 5.0 and operational feasibility of the proposal.

11.3 If the proposal for setting up a Greenfield and Brownfield PFT is found to be operationally feasible in terms of Para 11.1, DFCCIL will grant an 'In-Principle Approval' (IPA) of the proposed PFT within 45 days of submission of the application and the prescribed documents together with the Application Fee.

11.4 Setting up a PFT would not require a Rail Transport Clearance (RTC).

11.5 Final Approval :

After grant of an in-principle approval of a PFT, DFCCIL and the applicant /TMC should abide by following time schedule for grant of final approval by Director (Operations and Business Development).

For Greenfield PFT- (A new Freight Terminal commissioned as a part of PFT under this policy).

| | |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|
| (i) DPR submission by the Applicant. | Three months after receipt of DFCCIL's 'In Principle Approval' (IPA). |
| (ii) DPR approval by DFCCIL. | One month on receipt of DPR from the Applicant /TMC by the Competent authority (CA). |
| (iii) Engg./bridge drawing submission by the applicant. | One month after DPR approval by the Applicant /TMC. |
| (iv) Engg. Drawing approval by DFCCIL. | One month after receipt of engineering drawings from the Applicant /TMC. |
| (v) Bridge drawings approval by DFCCIL. | Two months after receipt of bridge drawings from the Applicant /TMC. |

For Brownfield PFT [An existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy]

| | |
|--------------------------------------------------------|--------------------------------------------------------------------------------------|
| (i) DPR submission by the applicant | One month after receipt of DFCCIL's 'In Principle Approval' (IPA). |
| (ii) DPR approval by DFCCIL. | One month on receipt of DPR from the Applicant /TMC by the Competent Authority (CA). |
| (iii) Engg./bridge drawing submission by the applicant | One month after DPR approval by the Applicant /TMC. |
| (iv) Engg. Drawings approval by DFCCIL. | One month after receipt of engineering drawings from the Applicant/TMC. |
| (v) Bridge drawings approval by DFCCIL. | Two months after receipt of bridge drawings from the applicant/TMC |

- 11.6 The completion time as per the time schedule given in Para 11. will start after final approval as per the time schedule given in Para 11.5.
- 11.7 GGM/GM (BD) , DFCCIL and the TMC will execute an Agreement for operation of the PFT before commissioning of the PFT.
- 11.8 GGM/GM (BD) of the DFCCIL will issue a commercial notification opening a PFT as an independent terminal in consultation with IR.
- 11.9 However, notification vide Para 11.8 will be issued only after the Agreement has been executed between GGM/GM (BD) and the TMC.

12.0 Authorised Users

- 12.1 The list of authorized rail users will be incorporated in the TMS (Terminal Management System) module of FOIS (Indian Railways).
- 12.2 The consignment booked to PFT will be consigned to the consignee, whom TMC has authorized to make use of his facility.

13.0 Commodities permitted at a PFT (Private Freight Terminals)

- 13.1 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 excluding Coal and Coke under 'C' priority. Outward loading of coal and coke under 'D' priority is allowed. However, PFT may be permitted to handle outward iron ore or iron pallet traffic from PFTs on payment of additional fee of ₹ 5 crore by the PFT owner(s).
- 13.2 DFCCIL or MOR may also alter the list of such commodities from time to time.
- 13.3 Except for the commodities mentioned in Para 13.1, a PFT may deal with all commodities as specified by the TMC.

14.0 Types of wagons permitted at PFTs

- 14.1 All types of wagons and 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 notified by DFCCIL / MOR (Ministry of Railways) from time to time.

15.0 Connectivity

- 15.1 As a general principal, the connectivity of the PFT will be based on the location of PFT/siding vis-a-vis the track alignment. If it is on the side of DFC, the take-off will be from DFC line.
- 15.2 However, at the request of PFT owner/TMC and subject to feasibility, and approval of DFCCIL, PFT situated on DFCCIL side can also be directly connected with IR network by means of Rail Fly Over (RFO) which will be built at PFT owners cost and vice-versa this can be connected to DFCCIL from IR side depending upon the requirement. No surface crossing will be permitted.
- 15.3 The connectivity for a Greenfield PFT on DFCCIL will be decided considering the traffic flow from & to PFT, Rail infrastructure, and signalling system – Automatic & Absolute Block System of Working etc.
- 15.4 A Greenfield PFT will be developed on customers request who will bear all development cost including cost of planning, construction, maintenance and land acquisition etc. as per guidelines.

15.5 PFT on Double Line – Automatic System.

PFT shall normally take-off from a station of DFC. However, if the location of PFT/siding is more than 10 kms from the nearest/adjoining DFC station, subject to operational and infrastructural feasibility following alternatives may be permitted.

- A. A new “B” class station can be introduced at the request and at the customers cost.
- B. Connection through a Y connection with following provisions:
- (i) Taking advantage of Automatic signalling, for the cases where traffic level from/to siding is low (ie. Three trains a day from/to station), a mid-section PFT/siding with ‘Y’ connection with junction cabin arrangement may be permitted “wherever feasible” subject to provisions of clause (ii) below.
 - (ii) Mid-section siding connectivity with ‘Y’ connection with goomty arrangement. The cost of the entire infrastructure including connectivity will be borne by the TMC.
 - (iii) No cross movement, from mid-section near Y connection, requiring a cross over on Up/Dn main line will be permitted. The transfer of traffic from Up to Dn line or vice versa will take place from adjoining station after engine reversal. However, number of such reversals per day in normal circumstances will be limited to maximum of three reversals.
 - (iv) The surface crossing of maximum three trains on an average shall be permitted for terminals. If the traffic goes beyond this limit, RFO will be constructed for which total cost of planning, shifting of all installed structures etc. and also cost towards construction will be borne by the TMC. The length of each leg of Y connection should

be planned in such a way so that train of about 1.5 kms. length is fully admitted in the Y leg.

- (v) A common loop will be provided at owner's cost at the station adjacent to the new sidings to facilitate smooth transfer of traffic.

15.6 ***PFT on Single Line/Double Line – Absolute System.***

PFT connectivity shall normally take-off from a station of DFC in the direction of flow of traffic. However, a new station can be introduced at the request and cost of the customers/TMC subject to operation and technical feasibility.

- 15.7 The common user facility shall become property of DFCCIL and the party shall have no claims to this assets.

15.8 ***Rail Fly Over (RFO) connectivity.***

If total number of trains requiring reversal from a station is more than 3 trains per day (average /day in a financial year) on a double line section then for such movement Rail Fly Over (RFO) will be constructed. Initial investment for construction of RFO will be borne by all those PFT/siding owners whose trains require reversal. The cost of RFO will be shared among different PFT/siding owners in proportion to average number of traffic requiring reversal moved in last year.

- 15.9 A New PFT connectivity will be developed on the request of TMC, who will bear all cost including staff deployment cost , cost of construction, maintenance and land acquisition etc. as per extant rules issued by DFCCIL/IR as applicable/ revised from time to time .

- 15.10 In case PFT is on the side of DFC alignment and connectivity does not affect any of the existing railway utility, Indian Railways will be only apprised.

- 15.11 All the resultant changes in the planning / design / alteration of DFC assets getting influence by the connectivity proposal of the PFT will be quantified and borne by the Terminal Management Company (TMC).

16.0 ***General Conditions***

- 16.1 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.

- 16.2 TMC will be responsible to fulfil all statutory requirements and get all statutory and non-statutory clearances that may be required from other government departments and statutory bodies for setting up and operating a PFT.

- 16.3 TMC will be responsible for payment of all taxes etc. related to construction and operation of the PFT.
- 16.4 All PFTs will be required to function round the clock on all days including Sundays and all other holidays.
- 16.5 TMC will recover various charges from its customers for the use of PFT including Terminal Charges and any charges for value added services provided at the PFT. TMC will be free to fix tariff for such services at PFT owned by him.
- 16.6 Freight charges or haulage charges as the case may be shall be paid by the consignor as per the prescribed rate from time to time. Consignment booked from and to PFT will be pre-paid. Rake booked to PFT will be unloaded by the TMC without any liability of DFCCIL.
- 16.7 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.
- 16.8 The free time will be applicable as per the extant commercial rules **of DFCCIL / Indian Railways.**
- 16.9 16.9.1 Gestation period for setting up and to operationalize a Greenfield PFT will be a maximum of three years or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later.
- 16.9.2 The gestation period for Brownfield PFT (the conversion of an existing terminal to PFT) will be one year or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later.
- 16.9.3 The Greenfield and Brownfield PFT can also be operationalized earlier. 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.
- 16.9.4 However, DFCCIL can extend the gestation period for operationalization of Greenfield PFT for a maximum period of 2 years beyond the original gestation period of 3 years from (or within 6 months of commissioning of DFCCIL section associated with the PFT, whichever is later) & 1 year respectively and in case of Brownfield PFT for a maximum of 1 year keeping in view unforeseen exigencies etc. on payment of penalty @20% of the security deposit per year or part thereof.
- 16.10 In case of setting up of a new station or junction cabin for connectivity of PFT, the Terminal Management Company (TMC) will deposit a lump sum staff deployment cost amount which would be equal to 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/Railways as applicable and revised from time to time. Such payment shall be made before the commissioning of the PFTs.

- 16.11 All Statutory Charge as Service Tax, VAT, etc. as per extant s such he land licence fee will be charges as per extant rules as applicable from time to time.
- 16.12 In order to ensure proper maintenance of the siding, at the request of TMC, the track maintenance work can be taken by DFCCIL subject to deposit of maintenance cost including material cost as specified by DFCCIL.
- 16.13 In case of any damage to the DFC infrastructure, utilities etc. in the process of PFT connectivity, the cost of the same will be borne by the TMC in addition to Security Deposit.

17.0 Facilities in the PFTs

- 17.1 Placement capacities on the handling lines should be adequate to deal with full rakes (composition as notified by Railways from time to time).
- 17.2 Depending upon anticipated business plan, as submitted by the TMC in para 8 (Documents Required) PFT would provide various logistics related services.
- 17.3 TMC will be required to provide suitable resting facilities to the crew.
- 17.4 TMC will permit the train crew and guard to avail of the facilities of staff canteen in their premises, if available, on payment of charges as prescribed for their own staff.
- 17.5 TMC will be responsible to develop adequate facilities for handling the anticipated volume of traffic at his PFT without causing undue detention to incoming trains or causing stabling of such trains at any station on IR network.

18.0 Non-Acceptance

- 18.1 Each case of stabling of a train on DFCCIL/IR network exclusively for want of acceptance by a PFT will be recorded as an instance of non-acceptance.
- 18.2 When a rake is stabled on DFCCIL/Indian Railway network for want of acceptance by Terminal Management Company (TMC), stabling charges will be levied as per extant rules issued by DFCCIL/India Railways as applicable and revised from time to time.
- 18.3 In situations of congestion involving stabling of trains for non-acceptance by a PFT, DFCCIL will be authorized to impose loading restriction/quota for an appropriate duration for such a PFT.

19.0 Deployment of Staff

- 19.1 Commercial staff will be posted by DFCCIL at PFTs to carry out commercial functions related to booking and delivery of cargo and collection of freight and other charges.
- 19.2 TMC will bear the cost of a maximum of one commercial staff per shift.
- 19.3 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.

20.0 Construction of PFT

- 20.1 Where ever necessary, Railway/DFCCIL land only for connectivity of PFT shall be provided as per extant IR policy / instructions
- 20.2 Land licence charges will be charged @ 7.5 % of the current market price of land and periodical escalation as per the land licence policy of DFCCIL.
- 20.3 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 will be borne by the TMC.
- 20.4 Minimum distance of track centre of proposed PFT from DFC track shall be 10 mtrs (except in the connectivity area or station area). However such alignment should not impact any major installation of DFCCIL including bridges etc.
- 20.5 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 subject to clause 20.4. Penal charges will be imposed if land is not vacated timely.
- 20.6 Whenever a new PFT is being planned/developed, necessary augmentation of matching infrastructure such as additional Loop Lines, Crossover etc. will be developed as common user facility. The cost of such common user facility will be borne by the Terminal Management Company (TMC).
- 20.7 Each PFT will be provided connectivity with DFCCIL network. Such a station will be the serving station for the PFT.

21.0 Revenue Sharing

- 21.1 For Greenfield PFTs (A new Freight Terminal commissioned as a part of PFT under this policy), revenue sharing will start after 5 years from the date of notification of PFT.
- 21.2 For Brownfield PFTs [An existing Private Siding (including the Private Siding dealing with container traffic) converted into a PFT under this policy], revenue sharing will start after 2 years of notification of the PFT.
- 21.3 Revenue sharing to be paid to DFCCIL will be 16/- per ton **will be charged as per the policy of Railway Board**. The sharing of revenue shall be for the tonnage handled as ascertained from railway receipt.
- 21.4 The revenue sharing will be on the basis of the weight mentioned in the RR (Railway Receipt). (The payment should be made on a quarterly basis by the TMC.) and shall be payable also with freight/haulage charges at the time of preparation of RR.
- 21.5 In case existing siding is converted to PFT, revenue sharing will be done on traffic which pertains to customer other than the siding owner.

22.0 Agreement

- 22.1 The period of Agreement for operation of such PFT will be 25 years. Further extension will be granted on the basis of the extant policy at the time of such extension.
- 22.2 An agreement will be signed between TMC and the Authorized Officer of DFCCIL which would include detailed terms and conditions for operation of the TMC.
- 22.3 The agreement referred to in para 21.1, will be signed before the notification of the PFT.

23.0 Payment of freight

- 23.1 Freight or haulage charges on traffic booked from and to a PFT will be charged on the basis of through distance as per public tariff as in the case of private sidings.
- 23.2 Freight or haulage charges as the case may be will be paid by the consignor as prescribed in Goods Tariff or a special notification.
- 23.3 Consignment booked to and from a PFT will be pre-paid.

23.4 All charges in respect of freight/haulage will be paid by the consignor at the time of preparation of RR preferably through e-payment system.

24.0 Demurrage and wharfage.

24.1 Demurrage charges will be applicable as per the extant rules of DFCCIL and will be payable by the TMC to DFCCIL with respect to General Service Wagons owned by the railways.

24.2 No wharfage charges would be payable at a PFT.

25.0 Other Charges Payable by TMC (Terminal Management Company).

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

25.2 A 'Terminal Facilitation Charge (TFC)' will be levied on PFTs connected with DFCCIL. The present charges applicable will be of **Rs. 16 / Tonne** both on originating and terminating traffic subject to revision from time to time.

26.0 Weighbridge & FOIS (Freight Operations Information System) etc.

26.1 TMC (Terminal Management Company) will be required to provide an in-motion electronic weigh bridge at a suitable location in such a manner that all incoming and outgoing rakes can be weighed.

26.2 TMC is required to provide an in-motion weighbridge at Brownfield/ Greenfield PFT also prescribed in para 26.1 above. Such a weighbridge shall be provided as per DFCCIL's/IR Circulars, as amended from time to time.

26.3 In case it becomes unavoidably essential to install the weighbridge of private siding either wholly or partially on railway land on account of operational and technical consents, permission may be granted by the Competent Authority; the location of such electric in motion weighbridges (EIMWBs) would be decided by the Competent Authority (CA).

26.4 Whenever a weighbridge is provided at a location outside the PFT, all expenses towards its installation, maintenance will be paid by the TMC as per DFCCIL's / IR Circulars, as amended from time to time.

26.5 FOIS (Freight Operation and Information System) and TMS (Terminal Management System) with limited access as prescribed by DFCCIL/ IR shall be installed at the PFT and all costs

related to FOIS/TMS will be borne by the TMC in accordance with the rules applicable for a private sidings /PFTS. All RRs will be prepared through TMS (Terminal Management System).

- 26.7 All the PFTs will be install 'Wheel Impact Load Detector (WILD),' other defective wagon detection System etc. as notified by DFCCIL and the cost of all such instruments will be borne by the TMC (Terminal Management Company).
- 26.8 The maintenance of the weighbridge and other wagon defect detection equipment will be done by the TMC (Terminal Management Company).

27.0 Rights of the TMC (Terminal Management Company)

- 27.1 TMC will have right to change its list of Authorized Users. TMC will immediately inform the DFCCIL, who will in turn inform of such changes to DFCCIL, so that the list of authorized users is updated in the FOIS (Freight Operations Information System).
- 27.2 TMC will have right to change the list of commodities it has permitted at its PFT.
- 27.3 TMC will have right to independently and at its exclusive discretion fix charges for the services it offers to rails users.

28.0 Liabilities and Indemnification.

- 28.1 Goods to be loaded or delivered at a siding not belonging to a DFCCIL/railway administration
 - 28.1.1 Where goods are required to be loaded at a PFT/siding not belonging to a DFCCIL/railway administration for carriage by railway, the DFCCIL 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 placed at the specified point of interchange of wagons between the PFT/siding and the railway administration and a railway servant authorized in this behalf has been informed in writing accordingly by the owner of the siding.
 - 28.1.2 Where any consignment is required to be delivered by a DFCCIL/railway administration at a siding not belonging to a DFCCIL/railway administration, the DFCCIL 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 placed at the specified point of interchange of wagons between the DFCCIL/railway and the PFT/siding and the owner of the PFT/sidings has been informed in writing accordingly by a railway servant 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 Railway Act and rules made there under.

29.0 Dispute Resolution

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

29.2 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".

30.0 Termination of the Agreement

30.1 Subject to the provisions in the agreement between DFCCIL and a TMC, DFCCIL may terminate an Agreement with a TMC operating a PFT 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.

30.2 Before issuing the Termination Notice, DFCCIL Administration will issue a written show cause notice informing the TMC to make a representation within 30 days. After expiry of 30 days, the Termination notice will be issue in writing if no representation is received from the TMC. If representation is received; the DFCCIL administration will consider and decide the issue regarding termination.

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

31.0 Conflicts:

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

31.3 In case of a conflict between the provisions of this policy and the Private Siding Policy, the former will prevail in PFTs of any type.

32.0 *Review of the Policy.*

32.1 DFCCIL reserves the right to review this policy from time to time.
