

**Special Conditions for Contracts for leasing of
Parcel Space in Brake-vans (SLRs)/ Parcel Vans**

1.0 **Eligibility conditions:** As specified in the auction catalogue.

2.0 Unit rate for the purpose of offering and accepting bids shall be:

For contracts for leasing of parcel space in Brake-van (SLR) – per trip (one way);

For contracts for Leasing of space in Parcel Van – per round trip (both ways)

2.1 For the space in Parcel Van, leasing will be done on round trip basis.

2.2 Contract will be awarded to the highest bidder provided their bid is more than or equal to the Reserve Price.

2.3 The bidder will have to submit bids for all the week-day(s) offered in the lot.
There will be no option of selecting/ not selecting some of the week-day(s).

2.4 No leave days will be allowed for the parcel leasing contracts finalized through e-Auction.

3.0 In case of contracts for leasing of parcel space, names of intermediate stations on which loading/ unloading shall be permitted en-route shall be mentioned in the lot details in Auction Catalogue. The loading/ unloading stations may, however, undergo changes later due to operational requirements of Railways. Contractor will be allowed to load/ unload the parcels on any of the intermediate stations on which such loading/ unloading is allowed on a given date. The contractor will have to advise the names of such stations (only from the list of permitted stations) to Railway at least two days before start of the contract. Any change in the list of loading stations during the period of contract shall be advised by the contractor to Railway at least two days in advance.

4.0 Payment Schedule: As specified in ‘Standard Conditions of Contract’ for the contracts awarded through e-Auctions.

5.0 GST:

Liability of depositing the GST will lie with the contractor under Forward Charge Mechanism (FCM) for all the contracts for leasing of parcel space. Rate of GST applicable for the lots will be declared by the auction conducting unit in the auction catalogue.

6.0 Adjustment, refund or waiver of advance lump-sum freight for reasons beyond the contractor’s control: As specified in ‘Standard Conditions of Contract’ for the contracts awarded through e-Auctions.

7.0 Parcel Way Bill will not be issued in case of leased parcel space. Digital payment receipt certificate verifiable on IREPS will be generated for the money paid by the contractor as advance lump-sum freight. Payment receipt certificate and reports will be available in

IREPS for the contractor and Railways, and will also be available on the Parcel Management System (PMS) for the perusal of parcel staff at all the concerned stations.

8.0 Levy of surcharges:

- 8.1 The contractor will have to pay 'Development charge' as well as any other charges levied by the Railway Administration on the freight, over and above the lump-sum leased freight.
- 8.2 The surcharge leviable for bulky articles will not be applicable under the scheme as handling/loading/unloading is done by the contractor.

9.0 Procedure for preparation of manifest by contractor:

- 9.1 Contractor shall be required to prepare detailed 'Manifest' (in the prescribed format as given in Annexure-1) for the consignments being transported by him in the leased SLR/VP. Contractor shall also give a declaration, as per the format given in Annexure-2.
- 9.2 'Manifest' will mention full particulars of train number, date, details of leased space, details of payment of lump-sum leased freight, Money Receipt number etc.
- 9.3 The contractor shall be required to declare the content of each package/consignment in the Manifest and put up the label (paste-on-label or through ink) describing the content in each package/ consignment to be transported by him in the leased SLR/VP. The contractor must ensure that before loading the consignments description has been mentioned on each package/ consignment.
- 9.4 The contractor shall be required to prepare detailed 'Manifest' for consignments being transported by him for each combination of loading & unloading station indicating station-wise details of number of consignments loaded in the leased parcel space (SLR/VP). However, in case of loading from an originating station to different destinations, only one Manifest is required to be submitted by the contractor.
 - 9.4.1 Similarly, contractor shall be required to submit single manifest for loading of parcels from an intermediate station to various destinations.
- 9.5 Each 'Manifest' will be prepared in 4 copies to be used as follows:
 - (i) 1st copy of the Manifest to be retained at loading station
 - (ii) 2nd copy to be retained by the contractor as his 'record'
 - (iii) 3rd copy will be kept in the leased parcel space (SLR/VP) near the door, preferably in a transparent polythene folder/bag. This will be retained by parcel office of unloading station as 'record'
 - (iv) 4th copy to be returned back to the contractor duly signed and stamped by the parcel staff of the unloading station. This will serve as an authority to

remove/take away the consignments from the railway premises at destination station.

9.6 Copy of the manifest must be submitted at the parcel office by the contractor or his representative before starting loading in the leased compartment. All the copies of each 'Manifest' will be signed by contractor or his authorized representative. And all the copies of 'Manifest' will be signed and stamped by the parcel staff of originating station who will retain one copy as 'record' and return the other copies to the contractor.

9.6.1 Representative of the contractor 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.

9.7 It will be responsibility of the contractor to ensure that the total weight of consignments loaded in the parcel space is not beyond the permissible carrying capacity of that vehicle/ unit leased out to him between any leg of its journey.

10.0 Loading/unloading operation at originating, intermediate & destination stations:

10.1 Loading/ unloading operation of parcels in the leased parcel space at originating/ destination and intermediate stations will be carried out by the contractor.

10.2 Contractor shall complete loading/unloading operation within the available time at originating and destination stations after placement of rake at originating station and before removal of rake at destination station.

10.2.1 Three hours free time from the time at which the Parcel Van/ vehicle is placed in position, shall be allowed for loading, or unloading of parcels in case the leased Parcel Vans is placed at separate terminal at originating and destination station.

10.3 The contractor shall complete loading/ unloading operation at intermediate station(s) within the scheduled stoppage time of train at that station. The contractor shall give adequate time for sealing of Brake-vans/ Parcel Vans by the Railway Staff.

10.4 Contractor shall padlock the brake van before departure of train so that railway staff can complete other formalities including sealing of brake van (SLR).The Railway must ensure that after completion of loading, the lease SLRs/VPs are sealed by the railway staff. Similarly, Railway must ensure sealing of SLR/VPs at intermediate station(s), where loading/ unloading permission is given, before departure of the train.

10.5 Detention of train on account of loading/unloading of parcels in leased SLR/VP should, in no case, be allowed at originating or intermediate stations.

10.5.1 In case detention of a train beyond the scheduled stoppage takes place on account of loading/unloading of parcels by the contractor, a fine of Rs 5,000/- shall be imposed for each such occasion.

10.6 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 consignments. Loose consignments such as coal, sand, etc. would not be permitted.

11.0 Placement/ withdrawal of rakes on/from platforms:

11.1 At all train originating stations, all efforts should be made to place the empty rake of trains at least half-an-hour before the scheduled departure of the train. However, in any case (late placement of rake), the contractor shall be required to complete the loading operation within the available time and by giving sufficient time to the railway staff for sealing of SLR.

11.2 At train's terminating station, the contractor shall be required to unload all the parcels expeditiously on arrival of train at destination station. All the parcels should be unloaded before removal of empty rake.

11.3 Normally the nominated platform of a train for an originating train should not be changed at short notice except in an emergency, resulting in non-utilization of parcel space by the contractor.

11.3.1 Similarly at intermediate stations, where loading/ unloading is to be carried out by the contractor, the platform nominations should not normally be changed except in an emergency.

11.3.2 In both the above cases, even if such a change is required in an emergency, the train should preferably be placed/ received on the adjoining platform face of an island platform so that the stacked consignment can be loaded without any difficulty.

11.4 In all cases TXR fitness must be given before placement of rake on the platform and before commencement of loading.

11.4.1 In all cases where TXR marks a brake van (SLR/VP) as damaged for any reason, a written memo must be given.

12.0 Stacking/ removal of consignments on/from platforms:

12.1 At all train originating stations, Contractor can stack his consignments 2 hours before the scheduled departure of the train in case of leased SLRs. and 3 hours before the scheduled departure of train in case of leased VPs.

12.1.1 In case of early morning trains departing before 06:00 hrs contractor may stack his consignments after 22:00 hrs and keep them overnight at the platform to the extent permissible only at the originating station.

- 12.2 Similarly, at train terminating stations, contractor must remove his consignments within a maximum of 2 hours after the actual arrival of the train in case of leased SLRs, and within 3 hours in case of leased VPs.
- 12.2.1 In case of late night trains arriving after 22:00 hrs contractor may stack his consignments overnight at the platform up to 06:00 hrs to the extent permissible only at the train terminating station.
- 12.3 At intermediate stopping stations en-route, where loading/unloading permission has been granted, contractor can stack his consignments one hour before the scheduled departure of the train in case of leased SLRs/VP. No separate permission would be required for this purpose.
- 12.4 In cases where clearance from excise officials is required for removing the consignment from the platform, extra stacking time may be permitted which should be 1 hour after the opening of 'Excise Office.'
- 12.5 Parcels awaiting loading at originating/intermediate station and awaiting removal at intermediate/ destination station should be so arranged/ stacked so as not to cause any inconvenience to the traveling passengers.
- 12.6 Principal Chief Commercial Manager of the Zonal Railway may increase/ reduce the stacking time keeping in view the availability of space, traffic-load at that station/ terminal and restriction imposed by local administration on road- movement.
- 12.7 In case of non-supply of leased Parcel Van by the Railway on account of operational problems or any other reason on the part of Railway Administration, the contractor may be allowed to keep his parcels for next loading without payment of wharfage charges, provided sufficient room/ space for stacking of such parcels is available at that terminal and there will be no obstruction to other traffic.

13.0 Over carriage of consignments in leased SLR:

- 13.1 Contractor shall be responsible to unload the consignments from the leased SLR/VP at the station where his lease terminates.
- 13.2 In case the lease terminates at intermediate station and if the contractor fails to unload his consignment from the leased SLR at that intermediate station, then the normal parcel freight from the lease terminating station to the station of over carriage and back shall be charged.
- 13.2.1 If the contractor takes delivery of this over carried consignments at the destination station, then normal parcel freight from the lease terminating station up to the station of over carriage and back shall be charged.
- 13.2.2 However, no charges will be levied in case packages of one station are over carried/ unloaded short of destination at another station by

mistake, provided all such stations are between the lease originating to the lease terminating station. (For example, in case of lease contract between New Delhi-Chennai, no charges would be leviable in case packages of Agra get over carried to Bhopal or packages of Chennai get unloaded short of destination at Nagpur by mistake.)

13.3 When the contractor 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.

13.4 When the contractor 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 contractor 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.

14.0 Weighment & Punitive charges for over loading:

14.1 Loading/ unloading will not be supervised by railway staff.

14.2 Regarding weighment of consignments loaded in leased SLRs and Parcel Vans, the provisions of [Freight Marketing Circular No. 07 of 2021](#) (issued vide letter No. 2019/TC(FM)/11/10 dated 03.05.2021), as amended from time to time, shall be applicable.

14.3 If overloading (more than the permissible tolerance limit – i.e. 1.0 Tonne in case of Parcel Vans, and 5% of the permissible carrying capacity in case of SLR compartments) is detected on more than two occasions in any one contract, the contract shall be terminated with forfeiture of Security Deposit. For avoidance of doubt, contract will be terminated in case of detection of third overloading beyond the prescribed tolerance limit.

14.4 *Variation in number of packages loaded in vehicle vis-a-vis shown in the 'Manifest'*: In case number of packages found is in excess of the packages shown in the 'Manifest', a fine of Rs 5,000/- per vehicle shall be recovered even when the weight of the parcels loaded in the vehicle is within the permissible carrying capacity of that vehicle.

14.4.1 In case the numbers of packages found are less than the packages mentioned in the 'Manifest', no penalty shall be recovered, provided the total weight of the packages are within the permissible carrying capacity of the vehicle.

15.0 Extension of train/Increase in frequency of train:

15.1 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 with respect to the increased run of the train.

- 15.1.1 The existing contractor should be permitted to continue his lease contract 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.
 - 15.1.2 The above arrangement should continue till the expiry of the contractual period in the normal course.
 - 15.1.3 In case the contractor is willing to extend his lease to cover the newly extended portion also then the same may be extended and lump-sum leased freight charged should be increased on pro-rata basis as per his existing lease charges for the extra distance covered.
 - 15.1.4 However, in case the existing contractor is not willing 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 finalize a new contract for the newly extended portion.
 - 15.1.5 In such 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 contract can be awarded for the entire stretch from origin to destination.
- 15.2 In case of increase in frequency of weekly/ bi-weekly/ tri-weekly trains, the current lease may be extended for the same contractor in case he is willing for the same at the existing lump-sum leased freight rate, for the increased number of trips.
- 15.2.1 However, in case the existing contractor 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 award a new contract for the increased number of trips.
 - 15.2.2 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.

16.0 Claims Compensation

- 16.1 In case of leased consignment, Railway Administration shall not be responsible for claim/ compensation due to any reason.
- 16.2 Contractor 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.
- 16.3 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 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 contractor 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

16.4 Railway shall only be responsible to carry the SLR/VP from lease originating to lease terminating station with Railway seal and lock intact and shall not be responsible for the contents.

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

17.0 Theft

17.1 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 SLR/VP.

17.2 However, if railway seals as well as padlocks of any of the doors of the leased SLR/VP 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 RPF and a copy of the same will be given to the contractor.

17.2.1 The condition of vehicle (for example – specific sign of cutting of the side wall or any other vehicle breakage, etc.) should be certified by the multi-disciplinary team and it should be kept for record.

17.3 The FIR can be lodged either at the destination or at any stopping station en- route where the theft is detected.

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

- 17.4.1 A certificate of discrepancies found will be prepared in triplicate and signed by CPS, RPF and the contractor his representative. A copy of the same would be handed over to the contractor or his representative.
- 17.4.2 Balance consignment available in the SLR will not be deposited with the RPF or GRP. Contractor should be free to take delivery of the remaining portion of his consignment.

18.0 Other terms and conditions of the scheme:

- 18.1 Leaseholder shall maintain the complete record related to transportation of parcels in the leased SLR/VP – viz. name, address, GSTIN, etc, of the consignor and consignee along with the details of consignments booked by each customer.
- 18.2 Contractor shall be solely responsible for canvassing, acceptance, booking, handling, documentation and delivery of the parcel/ packages both at originating and destination stations.
- 18.3 Brake Van will be padlocked by the contractor. In addition to the above padlocking, the brake van shall be sealed by the railway.
- 18.4 Contractor shall load only such commodities which are permissible to be booked and carried as 'Parcel' under prescribed Railway Rules.
- 18.5 (a) Live stock will not be permitted as a commodity (for transportation) in the leased SLR/VP.
(b) Commodities prohibited for carriage in passenger trains as per Red Tariff, offensive, contraband, dangerous, inflammable, 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.
(c) In case of mis-declaration of commodity loaded in the leased SLR/VP, punitive action shall be taken per extant rules.
- 18.6 In case of false declaration of any commodity, the contractor and owner of the goods shall be punishable under section 163 of the Railways Act 1989.
 - 18.6.1 If such articles are found to have been loaded in leased SLR/VP, in contravention to the above para, a fine of Rs 50,000/- shall be imposed on the contractor, and the contract will be cancelled. In addition to this, he shall be liable for legal action as per provisions of the Railways Act 1989.
- 18.7 Contractor 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 the Railways Act 1989.
- 18.8 Any damage cause to the Brake-van/ Parcel Van or to the platform or any other Railway property while handling parcels/ packages by the contractor or their

agent at originating/ intermediate/ destination stations, will be made good to the railway by the contractor. The assessment of damage made by the railway will be final.

- 18.9 In addition to above, in case of seriousness violation, contractor will also be liable for prosecution as provided for under the Railways Act 1989.
- 18.10 If it is proved that derailment of a train have been caused by, or to have arisen from improper loading or unloading or due to overloading in the leased vehicle on the part or negligence of contractor, a penalty of Rs 50,000/-shall be imposed. In addition to this, Railway Administration may terminate all his contracts and cancel his registration depending upon seriousness of incident. In addition to the above, equipment re-railment charges will also be recovered from contractor.
- 18.11 The Railway shall reserve the right to open the padlock and seals to trans-ship the parcels/ packages of the leased Brake van in unavoidable circumstances like accidents, hot axle, strike, etc.
- 18.12 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.
- 18.13 Before opening and checking of leased SLR/VP, permission from Divisional Commercial Manager of the concerned Division may be obtained.
- 18.14 Some space within station premises should be earmarked, subject to availability of space by Divisions/ Zonal Railways for use of contractors for (i) stacking their consignments, and (ii) keeping their trolleys.

Divisional Railway Manager (Commercial)
N.E Railway/Varanasi

MANIFEST
(To be submitted by contractor)

1. Name of contractor M/s: _____ 2. Telephone/Mobile No. _____
3. Address: _____
4. Type of lease: _____ 5. Period of lease From ___ / ___ / ___ To ___ / ___ / ___
6. Parcel space leased out (SLR/VPH) _____ 7. Train No. _____
8. From (originating station) _____ 9. To (destination station) _____
10. Railway MR No. _____ 11. Date of issue of MR: _____

Sr.No.	From	To	No.of packages	Description of consignment	Private marking	Weight	Name and complete address of consignor	GSTIN of consignor	Name and complete address of consignee	GSTIN of consignee
Total weight										

(Content description of commodity/goods has been mentioned on each package through paste-on-label or through ink)

Signature of contractor
 Or his authorized representative
 (with date and place)

To be countersigned by the Railway
 Staff of originating loading station

DECLARATION

(To be printed on the reverse-side of Manifest)

1. In the leased SLR/VP, I have loaded only such commodities, which are permissible to be carried as 'Parcel' under the prescribed railway rules.
2. The consignments in the leased SLR/VP, are within the permissible carrying capacity of vehicle and no overloading is done.
3. I shall load the parcels from intermediate station(s) in such a manner that the weightment of parcels loaded in the SLR/VP shall not exceed the permissible carrying capacity of vehicle on any leg of its journey.
4. I have loaded the consignments in such a manner that the packages are evenly distributed/ spread out in the vehicle equally to avoid hazardous situation.
5. Adequate space has been left between roof of the vehicle and the top layer of the packages loaded in the vehicle to avoid direct contact with the ceiling and electric lamps/bulbs.
6. I have not loaded the commodities prohibited for carriage in passenger-carrying trains as per Red Tariff, offensive, contraband, dangerous, explosive, inflammable, and any other commodities which are prohibited by the Railway or banned by the Civil Authorities from time to time for transportation in the leased SLR/VP. I have ensured that the fuel tanks of 2/3/4 wheeler vehicles, loaded in the leased SLR/VP, are completely empty.
7. I have prepared detailed 'Manifest as per the prescribed format for consignments being transported by me in the leased vehicle. Description of each package, loaded in the leased vehicle, has been given through marking or through paste-on-labels. In case of false declaration/non-declaration of the commodity of any packages, the Railway Administration shall have the right impose punishment as per transit.
8. I shall be solely responsible for the claims, compensation for the consignment carried by me in the leased vehicle. I will not prefer any claims towards damage, destruction, deterioration of any consignment, which occurred during transit.
9. I hereby declare that I have followed all the safety norms as per the contract agreement.

I had personally supervised the loading and ensured that the above declaration is true and correct. I shall be responsible if any from the above stipulations is found incorrect/false.

Signature of contractor
Or his authorized representative
(with date and place)