

## EAST COAST RAILWAY

Office of the  
Chief Commercial Manager  
Bhubaneswar  
Date: 06.09.2016

**Commercial Circular No. 125(G)/2016.**

Sub:- Policy Circular on Private sidings : Freight Marketing Circular No.11 of 2016.

A copy of Railway Board's letter No. 99/TC(FM)/26/1/Pt-II dated 22.08.2016 (Freight Marketing Circular No. 11 of 2016) regarding setting up and functioning of private sidings is enclosed herewith for information and necessary action.

All concerned to note and act accordingly.

Authority:- Rly Bd's Lr No. 99/TC(FM)/26/1/Pt-II dated 22.08.2016 (FM Circular No. 11 of 2016).

Encl: As above (29 pages).

  
(P.K.Samal)

Dy. Chief Commercial Manager (FS)

No. CCM/293/Sdg/policy/liberal/Pt.-I.

Date: 06.09.2016

Copy to:

All Station Mangers / Goods Supervisors / Commercial Supervisors / Siding Clerks / Booking Clerks in Charges / Weigh Bridge Clerks / Clerk in Charges.

Copy for information and necessary action to the:

COM & CCM: All Indian Railways, All PHOD of ECoR, SDGM / ECoR, Dy. CVO (T) / ECoR, PO-RCT/BBS, Dy. COM (FOIS) / ECoR/BBS, CAO(FOIS) / CRIS/NDLS, PDA / BBS, Dy. CCM(Claims) / ECoR, DRM/KUR,SBP,WAT. Sr. DCM & Sr. DOM / KUR, SBP, WAT. FA&CAO / ECoR, Traffic Manager / PPT & VPT, DTT(G) & JDTC(R), Rly. Board/NDLS, Executive Director / CRIS / NDLS, Director (RM) / KOL.

SL NO. 125 (G) 16

30 pages (1)

  
(P.K.Samal)

Dy. Chief Commercial Manager (FS)



भारत सरकार Government Of India  
रेल मंत्रालय Ministry Of Railways  
(रेलवे बोर्ड) (Railway Board)

No. 99/TC(FM)/26/1/Pt.-II

New Delhi, Dated 22.08.2016

**The General Managers,**

- |                                           |                                          |
|-------------------------------------------|------------------------------------------|
| 1. Central Railway, Mumbai                | 10. North Western Railway, Jaipur        |
| 2. Eastern Railway, Kolkata               | 11. Southern Railway, Chennai            |
| 3. East Central Railway, Hajipur          | 12. South Central Railway, Secunderabad  |
| 4. East Coast Railway, Bhubaneswar        | 13. South Eastern Railway, Kolkata       |
| 5. Northern Railway, New Delhi            | 14. South East Central Railway, Bilaspur |
| 6. North Central Railway, Allahabad       | 15. South Western Railway, Hubli         |
| 7. North Eastern Railway, Gorakhpur       | 16. Western Railway, Mumbai              |
| 8. Northeast Frontier Railway, Maligaon   | 17. West Central Railway, Jabalpur       |
| 9. Northeast Frontier Railway/C, Maligaon | 18. CORE, Allahabad                      |

**Sub:** Policy Circular On Private Sidings : Freight Marketing Circular No. 11 Of 2016.

**Ref:** In supersession to Railway Board's letters no. 99/TC(FM)/26/1, dated 31.3.2005, 13.3.2006, 12.03.2007, 25.10.2007 & 14.01.2009; letter no. 2007/TC(FM)/18/8, dated 22.07.2009; Freight Marketing Circular No. 01 of 2012 issued vide Board's letter no. 99/TC(FM)/26/1/Pt.II, dated 30.01.2012 and letter no. 2012/TC(FM)/18/17, dated 22.10.2012.

Various rules/procedures relating to setting up and functioning of sidings were formulated and revised by Board vide letters under reference with subsequent modifications from time to time. The matter has further been reviewed by Board and accordingly, in supersession to all such instructions, revised guidelines with modifications have been approved by Board as enclosed in the form of Freight Marketing Circular No. 11/2016.

This issues with the consent of Civil Engineering, Traffic, Mechanical, Electrical & Signal Engineering Directorates and concurrence of Finance Directorate of Ministry of Railways.

Enclosure/As Above

अनिल कुमार  
(अनिल कुमार)

निदेशक / डिप्टि लुंजी (जी)/रेलवे बोर्ड

22/8/16  
(समीर कुमार)  
निदेशक / गा.भा. विप. / रेलवे बोर्ड

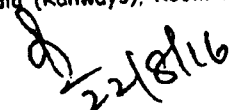
SL NO. 125 (G) 16  
30 pages (2)

No. 99/TC(FM)/26/1/Pt.-II

New Delhi, Dated 22.08.2016

Copy forwarded for information to :

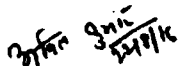
1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

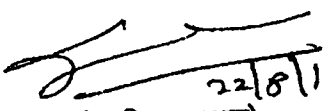
  
22/8/16  
For Financial Commissioner/Railways

No. 99/TC(FM)/26/1/Pt.-II

New Delhi, Dated 22.08.2016

1. The Chief Operations Manager, All Indian Railways
2. The Chief Commercial Manager, All Indian Railways.
3. The Principal Chief Engineer, All Indian Railways.
4. The Chief Administrative Officer (Const.), All Indian Railways.
5. The Chief Traffic Planning Manager, All Indian Railways.
6. The Chief Commercial Manager (FM), All Indian Railways.
7. The Chief General Engineer, All Indian Railways.
8. The Managing Director / Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhawan, Plot no. 6, Sector-11, CBD Belapur, Navi Mumbai - 400014.
9. The General Manager, Centre For Railway Information System (CRIS), Chandra'yapuri, Near National Rail Museum, New Delhi.
10. AM(Traffic), AM(Commercial), AM(Civil Engg.), AM(Works), AM(Elect.), AM(Mech.), AM(Signal), Adv.(F), Adv.(Vig.), Adv.(FM), EDCE(G), EDPM, EDPG, EDTC(C), ED/Works, EDCE(P), ED/Infra(Civil), ED/PSU, EDV(E), EDV(T), ED(FC), EDME(Frt.), ED/RE(P), DF(C) in Railway Board.
11. PSO/Sr.PPS to CRB, FC, MT, ME, MM, ML, MS and Secretary, R.Bd. for kind information of CRB, FC, MT, ME, MM, ML, MS and Secretary/Railway Board.

  
(अनिल कुमार)  
निदेशक / सिविल इंजी. (जी)/रेलवे बोर्ड

  
22/8/16  
(समीर कुमार)  
निदेशक / मा.भा.विप. / रेलवे बोर्ड

SL NO. 125 (N) 16  
30 pages (3)



Government Of India  
Ministry Of Railways  
(Railway Board)

## Freight Marketing Circular No. 11 Of 2016 Policy On Private Sidings

Railway Board have been issuing guidelines / instructions regarding setting-up / functioning of private sidings from time to time. These instructions are contained in Board's letters vide no. 99/TC(FM)/26/1, dated 29.09.2000, 31.03.2005, 13.03.2006, 14.01.2009 and Freight Marketing Circular No. 01 of 2012 (no. 99/TC(FM)/26/1/Pt.II), dated 30.01.2012, No. 99/TC(FM)/26/1/Sdg. for Iron Ore dated 14.8.2012 and No. 2012/TC(FM)/18/17 dated 22.10.2012. Board have reviewed the existing instructions and in supersession to all previous Circulars/ Instructions, as mentioned before (excepting those mentioned in the body of this Circular), it has been decided to issue a new Policy Circular on Private Sidings as Freight Marketing Circular No. 11 of 2016 for implementation on Indian Railway system.

The revised policy guidelines shall be applicable for all new sidings and for those ongoing proposals where 'Detailed Project Report (DPR)' has not been approved. All ongoing proposals where DPR is already approved, will continue to be governed by the provisions of the Policy prevailing at that time.

### 1. Eligibility And Applicability :

- (i) Private siding is only for end user. However, one co-user is permitted under the policy (with permission of siding owner and approval of COM).
- (ii) All new sidings shall come up with 'Engine On Load' (EOL) concept in terms of Railway Board's letter no. 2012/TC(FM)/18/21, dated 07.03.2013 and its amendments from time-to time.

### 2. Definitions :

- (i) 'Abstract Cost' means the cost as indicated by the party in the application for setting up of private siding.
- (ii) 'Anticipated Cost' means the cost as anticipated at the stage of Feasibility Report.
- (iii) 'Completion Cost' means the cost calculated on the basis of payments made for contracts of execution, procurement, establishment etc., for which audited accounts will be submitted.
- (iv) 'Common User Facilities' are those traffic facilities which facilitate the Railway traffic operations, such as 'Y' connection, additional lines/loop lines at the serving station, crossing station, patch doubling, shunting neck, engine escape line, modification to existing OHE or Electrification, S&T work etc.
- (v) 'Co-user' refers to the permission given to a rail user (other than the owner of a private siding) by the Railway Administration, for using the siding for handling of his own goods traffic at that siding, subject to the provisions of the Siding Agreement. In case of container traffic, 'Co-user' shall be governed by the instructions contained in Board's letter no. 2011/TT-III/73/33, dated 08.06.2012 and its amendments.

SL NO. 125 (B) 16  
30 page (4)

- (vi) 'End User' means a user who owns a plant/manufacturing unit or production unit/ mines and the siding is for the purpose of his exclusive use for handling the product(s) being used or manufactured or produced therein. This also includes sidings of FCI, POL and Containers.
- (vii) 'Estimated Cost' means the cost, as estimated at DPR (Detailed Project Report) stage. It excludes the cost of land acquired by the Party and also the cost of track network utilized by the Party for their internal use.
- (viii) 'Party' means the Applicant who is the End User.
- (ix) 'Private Siding' refers to privately owned siding constructed/laid out by a Party at its own cost for railway freight services at the premises of its plant or manufacturing unit or production unit or mines etc. under a special arrangement. It means the Railway track connecting the Applicant's works with the Railway system. It shall cover only that portion of track network & related infrastructure on which Railway rolling stock will ply. The network utilised by the Company/Party for their internal use shall not form part of the siding defined herein.

3. Nodal Agency :

- (i) In order to provide a 'Single Window Service' to the rail customers at various stages, for all siding matters, Chief Transportation Planning Manager (CTPM) at the zonal railway shall be the Nodal Officer. Throughout the construction stage, including activities for approval of plans and sanctioning of estimates, CGE will be coordinating officer and as soon as the siding is notified for commissioning, CCM(FM) shall be the coordinating officer.
- (ii) In Railway Board's office, Executive Director/Civil Engg. (General) shall be the coordinating officer during construction stage. Executive Director/ Freight Marketing shall be coordinating officer both prior to construction and also after siding is notified for commercial operation.

4. Procedure And Time Line :

- 4.1 In the whole process of survey, approval of DPR, execution, final inspection etc.: Railways shall observe a Time Line, as mentioned in Annexure-1 and summarized as under :

- (a) For all approvals before start of work = D + 7 Months
- (b) For commission of Private Siding = D + (12 Months to 25 Months)

D is Date of receipt of application from the Party for Private Siding project.

- 4.2 After undertaking survey exercise and examining the Feasibility Report and Conceptual Plan, submitted by Division; CTPM of the Zonal Railway shall advise 'in-principle approval' (IPA) to the Party in Proforma, as prescribed at Annexure-2.
- 4.3 After approval of the ESP (Engineering Scale Plan) and Intimation to the Party, no changes in the ESP shall be permitted, except on unavoidable technical consideration.
- 4.4 Commercial operation on the siding shall be permitted only after signing of the 'Private Siding Agreement' including 'Land License Agreement' (Annexure-3) by Sr.DCM and Sr.DEN respectively on the Division.

SL NO. 125 (B) 16  
30 pages (5)

#### 4.5 Extension Or Closure Of Proposals :

- (i) Delay In Submission Of DPR, Cost & Other Details - In case of delay in submission of DPR, Cost and other details by the Party within specified time-line, CTPM may permit extension upto one month on receipt of the request from the Party. Further, extension upto next two months period may be permitted by COM. Beyond this time period, the case will be deemed to be 'dormant' and will be so advised after giving 7 days' notice to the Party.
- (ii) Closure Of Proposals - The cases, where proposals become non-responsive or the applicant is no longer interested in constructing the Siding, COM in consultation with PCE shall close the proposal perceived as non-responsive with due forfeiture of Codal Charges, already deposited with Railways.

4.6 A committee comprising of CTPM (convener), CGE and SAG officer from finance department will monitor the progress of commissioning of sidings at HQ level and report will be submitted to GM. Similarly at divisional level branch officers from Operating (convener), Engineering and Finance Deptt will review the progress of siding on monthly basis and report be submitted to DRM.

#### 5. Departmental Charges :

- 5.1 The Departmental Charges, in terms of provisions of 'Indian Railways Code for the Engineering Department - 2012' (Ref : Para 1137-E and 1829-E for Departmental Charges), shall be payable by the Party, desirous to set up a siding. These charges shall have applicability as per following Table :

| Table 1. Departmental Charges and Stages of Payment |                              |                                                                                                                                              |                                                                            |                                                                                                                                                                      |                                                                                              |                                                                                                                                                                                             |
|-----------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SL                                                  | Executing Agency For Project | Departmental Charges<br>(Inclusive Of Cost Of Tools & Plants And Establishment Supervision)<br><br>{w.r.t. Total Completion Cost of project} | Stages Of Payment                                                          |                                                                                                                                                                      |                                                                                              |                                                                                                                                                                                             |
|                                                     |                              |                                                                                                                                              | Approval Of Undertaking Of Survey<br><br>{w.r.t. Abstract Cost of project} | Conveying Approval To Survey/Plans And Estimates<br>(Inclusive of amount deposited with Railways mentioned in Col. 4)<br>{w.r.t. Detailed Estimated Cost of project} | Before Commence-ment Of Execution Of Work<br><br>{w.r.t. Detailed Estimated Cost of project} | Applying For Final Approval Of Completed Works<br>(Balance Cost by adjusting cost already deposited w.r.t. detailed estimated cost of project)<br>{w.r.t. Total Completion Cost of project} |
| 1                                                   | 2                            | 3                                                                                                                                            | 4                                                                          | 5                                                                                                                                                                    | 6                                                                                            | 7                                                                                                                                                                                           |
| 1.                                                  | Railways                     | 12½%                                                                                                                                         | 1%                                                                         | 2%                                                                                                                                                                   | 8½%                                                                                          | % age worked out as under -<br>(Column 3)<br>minus<br>(Column 5)<br>minus<br>(Column 6))                                                                                                    |
| 2.                                                  | Party                        | 6½%                                                                                                                                          | 1%                                                                         | 2%                                                                                                                                                                   | 2½%                                                                                          |                                                                                                                                                                                             |
| 3.                                                  | Approved Consultant          | 4%<br>(For All Works Except OHE And S&T Works)                                                                                               | 1%                                                                         | 2%                                                                                                                                                                   | Nil                                                                                          |                                                                                                                                                                                             |
|                                                     |                              | 6½%<br>(For OHE And S&T Works)                                                                                                               | 1%                                                                         | 2%                                                                                                                                                                   | 2½%                                                                                          |                                                                                                                                                                                             |

**Note :** An illustration, showing a sample calculation on the above Table is enclosed as Annexure-5.

- 5.2 (i) Departmental Charges shall be levied to cover the cost of tools & plant and of establishment, supervision w.r.t. Survey, DPR Approval, Plans & Estimates, Construction and Final Inspection & Certification and shall be utilised by the

SL NO. 125 (5) 16  
30 PAGES (6)

respective departments in terms of Railway Board's letter no. 2001/E&R/400 /6, dated 07.03.2002. The charges leviable will be on the total cost of private siding project (wages & materials) including cost of land (Para 1137-F and 1829-E). However, the cost of land, acquired by the applicant at its own expense, shall not be included, in the total cost of the project for the purpose of levy of Departmental Charges.

- (ii) Further, cost of any work charged staff (both gazetted & non-gazetted) that may be required for actual execution of siding project work in case of only SL-1 of Table-1 above, shall be in addition to these departmental charges.
  - (iii) Project cost of siding shall cover only that portion of track network & related infrastructure on which Railway's rolling stock will ply. The track network utilized by the Company/Party for their internal use shall not form part of the siding project cost.
- 5.3 On project completion, total cost of the project (executed either by Railway or by the Party) shall be calculated on the basis of payments made for the contracts of execution & procurement and the establishments provided for the project. The cost of creation of 'Common Users Facilities', if to be incurred by the Party, shall be shown separately.
- 5.4 The Chief General Engineer of the Zonal Railway, in consultation with the respective PHOD, will decide the Executing Agency for the Deposit Work alongwith its supervision, depending on nature of project and on a formal request from the Party. Accordingly, applicability of charges, as prescribed in Table-1 above (for execution by Railway or by the Party through an Approved Consultant under supervision of Railway or through the Consultant), shall be advised to the Party.
6. Capital Cost Of Siding :
- 6.1 The siding owner shall bear the capital cost of the new sidings from the take-off point at the serving station.
- 6.2 The capital cost for all traffic facilities, such as 'Y' connection, additional lines/loop lines at the serving station, crossing station, patch doubling, shunting neck, engine escape line, S&T work, modification to existing OHE or Electrification in future in station limit etc., as to be approved by COM, shall be fully borne by the Railway.
- The distance, for charging of tariff, for each 'Y' connection, shall be increased by 5 (five) kilometres, which shall be applicable to all traffic handled at that siding.
- 6.3 The capital cost for augmenting the facilities including electrification within the premises of siding owner shall be borne by the siding owner.
- 6.4 All developments for the proposed traffic facility works and construction thereto at the station, as assessed by the concerned Division shall be as per Railway's approved designs/drawings and standards/specifications.
- 6.5 The Applicant shall be required to deposit the stipulated Departmental Charges in advance as per Codal provisions detailed in Table-1 at Para 5.1 above.
- 6.6 Licensing of Railway land for providing connectivity to the private siding exclusively shall be done as per extant policy (Master Circular no. 2005/LML/18/8, dated 10.02.2005) with its amendments.

SL NO. 125 (S) 16  
30 pages (7)

- 6.7 The Railway land needed for connectivity to the private siding including engine escape line and shunting neck exclusively required for placement and withdrawal of rakes from private siding shall be based on local conditions & terrain and taking into consideration Railway's future requirement. For providing connectivity, Divisional Railway Manager of the Division (Sr.DOM & Sr.DEN to coordinate) shall identify and decide upon the area to be licensed and send recommendations to the HQ of the Zonal Railway for approval as per extant policy. In addition, railway land, if available and not required for railway's operational/ developmental works, can be given on lease to other government departments/PSUs for laying their own private siding as per extant instructions. (Authority Rly Board's letter no. 2011/LML/18/17 dt 21.08.12 & 2001/LML/13/53 dated 04.10.2001) \*
- 6.8 Physical work for providing connectivity to Private Siding shall be done towards the end of construction of the siding and after executing the land licensing agreement.
- 6.9 Maintenance and operation of these assets at the station including staff costs shall be the responsibility of the Railways.
- 6.10 Siding shall normally take off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, on Party's request for a connection from a location between two existing stations at his own cost, provision of a Block Hut/Block Station with required points & crossings may be considered, provided:
- (i) All aspects including the operational feasibility of constructing a new Block Hut/Block Station and impact of splitting of block section on train operation have been examined to the satisfaction of the Zonal Railway and are certified by the COM of the Railway.
  - (ii) Entire capital cost of the new Block Hut/Block station & related items is borne by the Party.
  - (iii) The siding owner also pays a lumpsum amount which would be equal to recurring cost towards maintenance & staff employed for a period of 10 years on the basis of initial deployment of staff at the new Block Hut/Block Station. Such payment shall be made before the commissioning of siding.
- The maintenance and staff charges, when taken in advance for 10 years period, shall be worked out as per procedure mentioned in Railway Board's Circular no. 2013/CE-I/SP/1, dated 25/02/2015 (enclosed as Annexure-4) with updation from time to time; but no escalation @ 10% every year shall be applicable while working out the one-time maintenance cost and also for the cost of staff deployed at new stations, level crossings etc., as applicable to the private siding project for 10 years period.
- (iv) The maintenance and staff charges, so deposited by the Party shall be utilised by the concerned Departments of Railway for creation of required manpower and the contractual agencies, as the case may be.

7.0 Instructions For Bearing The Capital Cost Of Assets In Railway Area :

The siding owner can also opt for bearing the cost of traffic facilities that are to be normally borne by Railways, as stated in Para 6.2. In case the siding owner desires to bear such capital cost of traffic facilities including Y-connection to expedite commissioning of his siding, the following shall be applicable:

- 7.1 These facilities, if executed by the Party, shall only be done through Railway's approved contractors/consultants. Alternatively, Party can request the Railway to execute part/full work on deposit term basis.
- 7.2 The Common User traffic facilities at the station, so created by the siding owner shall be used not only by the Party who financed these; but also by other users including Railways and the assets, so created, shall belong to the Indian Railways and shall be maintained as any other Railway asset by the Railway.
- 7.3 The ownership of such assets will remain with Railways and no land licensing will be charged for this portion of the work at the station from the siding owner. Stretches of land, where no land licensing will be charged by Railway shall also be marked on the approved ESP.
- 7.4 Meanwhile, Division shall analyze the projected outward traffic volumes estimated to emanate annually from the siding after commissioning. This analysis shall be based on the traffic volumes projected by the siding owner in their application. The traffic projections shall be sent to ED/Planning, Railway Board through CTPM of the Railway for use in the planning for traffic facility works on Indian Railways.
- 7.5 Regarding expenditure to be incurred (on railway land) on account of construction of the new siding, the private entrepreneur shall get Abstract Estimate of their siding sanctioned, which shall include the break-up of their share as also Railway's share of the total expenditure. The Abstract Estimate of Railway's share shall be according to the standardized cost of super-structure per km of track, as issued by Civil Engineering Department. Separate cost shall be laid down for steel girders and PSC girders in case of bridges.
- 7.6 The detailed estimate shall be prepared and vetted by the Division and approved/sanctioned by CGE of the Zonal Railway. Thereafter, the private entrepreneur shall undertake construction of the siding entirely as per this sanctioned estimated cost; to be executed by Railways or by the Party under Railway's supervision or by the Party through Railway's Approved Consultants.
- 7.7 After completion of the siding, the actual expenditure incurred by the siding owner on behalf of Railways shall be verified by the Division. This verification shall be based on the certified audited accounts of the siding owner.
- 7.8 Charging Of Freight From The Siding Owners, Bearing Cost Of 'Common Users Facilities') :
- (i) A fixed freight discount of 10% on outward traffic only shall be given to the Party who opts for bearing cost of work in Railway area for a maximum period of 10 years or till the investment made by the Party is realized through freight discount, whichever is earlier. This discount shall be given upfront in freight charges for outward traffic at the time of booking. To this effect, the CCM/FM of Zonal Railway shall issue notification to grant freight rebate to siding owner for transportation of its outward traffic from that private siding
- (ii) The above freight discount shall actually be the repayment of investment made on behalf of Railways, and is not really a freight rebate in the strictest sense of the term. As such, this freight discount shall be admissible in addition to all other rebates that the siding owner may become eligible for such as empty flow direction etc.

- (iii) The distance, for charging of tariff, for each 'Y' connection, shall be increased by 5 (five) kilometres, which shall be applicable to all traffic handled at that siding.
- (iv) Division shall advise the CCM/FM of the Zonal Railway, the total amount of investment made by the Party in Railway area in terms of provisions of Para 6.2 and 7.0 above. On receipt of advice from the Division, CCM/FM of the Zonal Railway shall also advise CRIS regarding the above amount for private party, so that proper checks/flags are set in FOIS for issuing the Railway Receipt.  
The Goods Clerk shall maintain records, containing details of all outward traffic moved along with discount given and the balance amount of repayment due to the siding owner through FOIS. TIA and Sectional CMI shall conduct past checks regarding this account-keeping on a quarterly basis.
- (v) When the cost of 'Common User Facilities', as mentioned in Para 6.2 is borne by the Party, cost of supervision, inspection or establishment charges, taken in the project cost, shall not be included for the purpose of calculating repayment of investment to the Party.

#### 8.0. Cost Of Gauge Conversion :

The Gauge conversion from MG/NG to BG, being Railways operational requirement, its cost shall be shared with the Party in terms of Para E-1822 to E-1826 of 'Indian Railways Code For The Engineering Department - 2012', provided the investment on gauge conversion, made by the Railways is financially viable with a minimum ROR of 14% based upon the traffic offered by the siding in the last 24 months. Where the investment on gauge conversion is not financially justified, the siding owners shall bear the full cost of the conversion or the siding shall be closed.

#### 9.0 Maintenance Of Assets On New And Existing Sidings :

##### 9.1 Responsibilities Of Siding Owner -

- (i) The siding owner shall have the option to maintain the track etc. of his siding either himself or through the Railways. The owner shall enter into an Agreement with the concerned Division regarding the Operation & maintenance of his siding.
- (ii) Siding owner shall, at all times, maintain his siding properly, so that train operations are not hindered.
- (iii) Siding owner shall be liable to pay damage costs, as advised by the Division, if the rolling stock of the Railway is derailed/damaged inside the siding due to bad maintenance conditions.

##### 9.2 Electrification Cost -

| New Sidings                                                                                             | Existing Sidings                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In case of new siding in the electrified territory or the territory sanctioned for electrification, the | While undertaking electrification of main line, all existing sidings on this section shall be electrified at Railway's cost, provided it is operationally justified by COM of that Zonal Railway. While preparing the abstract estimate for any new electrification project, GTKMs and cost of electrification shall |

| New Sidings                                                                      | Existing Sidings                                                                                                                                         |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| entire cost of electrification of the siding shall be borne by the siding owner. | be taken for main line as well as sidings combined together for calculating the ROR of the overall RE project (i.e. including both main line & sidings). |

9.3 Maintenance of OHE -

- 9.3.1 OHE maintenance cost for existing as well as new sidings shall be borne by the Railways.
- 9.3.2 In cases of theft of OHE in the siding premises, restoration will be done by the Railways; but the cost of such restoration shall be borne by the siding owner.

9.4 Maintenance Of Civil Engg. Assets -

| New Sidings                                                                                                                                    | Existing Sidings                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maintenance shall be got done by the Party at its own cost. However, Railways would charge "Inspection Charges" as per details in Annexure-4Y. | <p>(i) The existing practice of siding owners getting the maintenance done themselves at their own cost shall continue. However, Railways shall charge the "Inspection Charges" as per details in Annexure-4Y.</p> <p>(ii) Wherever track maintenance is being done by Railways at the cost of siding owner, the Party shall continue to bear this cost of 'maintenance and inspection' as per Annexure-4X.</p> |

9.5 C&W Examination -

9.5.1 Maintenance Facilities In Sidings :

| New Sidings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Existing Sidings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Normally no C&W facility shall be developed inside the plant/yard. However, in exceptional cases, if an operational ground it becomes necessary to develop the maintenance facility including prescribed equipments inside the siding, capital cost on one time basis shall be borne by the Party. Regular upkeep of facilities provided by the Party shall remain Party's responsibility. Running repairs of ralling stocks including material and staff cost for all railways' owned stocks, in all cases shall, however, be borne by the Railway.<br><br>In case of POL and other hazardous materials, some facilities exclusive to | <p>As per existing instructions, regular facilities for C&amp;W examination shall be planned only if the level of loading/unloading is five or more rakes per day. In cases, where C&amp;W facilities are essentially required to be provided as part of Private Siding, taking into consideration the volume of traffic and pattern of operation, apportionment of the cost shall be done as per Board's letter no. 84/WI/SP/24, dated 8.1.85 (and as amended from time to time).</p> <p>Accordingly, the capital expenditure on construction of sick lines/train examination lines (excluding recoverable P.Way materials) and cost of staff quarters shall be borne by the siding owners; while Railways shall bear cost of tools &amp; plants, consumable stores, recoverable P.Way materials and recurring expenditure on staff involving normal</p> |

| New Sidings                                                                                                                                                 | Existing Sidings                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| those commodities, such as permanent catwalks, steam cleaning and flame proof lighting shall be developed at Party's cost in the Railway yard, if required. | examination & repairs to rolling stocks. However, in exceptional cases, enlisted in Railway Board's letter no. 77/M(N)/951/36, dated 13.04.1981, the siding owners shall bear all the expenses for examination, certification, repairs etc. including staff costs. |

#### 9.5.2 Handling of Wagons in Sidings :

- (i) The siding owner shall ensure that no railway wagon gets damaged during loading/unloading in his siding. For damage & deficiencies caused due to the fault of the siding owner, damage & deficiency charge shall be raised as per the extant rules.
- (ii) There would be frequent checks by the representative of the Railway as per Railway Board's letter no. 2010/TT-IV/9/1, dated 18.09.2015 (as amended from time to time) to ensure that wagons are not damaged in the siding.
- (iii) All tippers and bulk handling systems used for loading/unloading of wagons shall be provided and commissioned as per RDSO's approved specifications.
- (iv) For other mechanised handling equipments, where RDSO's specifications are not available, prior approval for their use shall be taken from a committee of officers of Operating/Commercial and Mechanical departments.
- (v) The tippers and bulk handling systems shall have to be replaced by the siding owner after their useful life is completed.
- (vi) The applicant shall ensure that tippers, bulk handling systems and mechanised equipments are operated only by qualified and experienced staff under adequate supervision.
- (vii) If the rolling stocks inside the siding continue to get damaged, the siding shall be closed till the equipment or procedure that is causing the damage, is repaired/put right.

#### 9.6 Maintenance Of S&T Assets -

- 9.6.1 Maintenance of Signal & Telecommunication equipments, provided at the take off point of the siding and linked to the main line Railway Track, shall be maintained by Railway at its own expense.
- 9.6.2 Maintenance of Signal & Telecommunication equipments inside the siding, which includes Block Instrument & Communication Equipment, Interlocking of Points & Signals, Level Crossing Gates and Centralized Operation of Points & Signals etc. shall be done by the Party at its cost. Maintenance shall be got done through the sources (Contractors) approved by the Railways.
- 9.6.3 Periodicity of inspection of equipments inside the siding shall be once in a quarter. Railway shall inspect the installation at the level of Sr. Section Engineer to ensure the safety and reliability aspects of the Signal & Telecom equipments. The cost of such inspection & supervision shall be charged to the siding owner.

*Officer S&T*

Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016

*[Signature]*

Page 11 of 13

SL NO. 125(9) 16  
30 Page (12)

9.6.4 Technology To Be Adopted :

- (i) Obsolete Technology like lever frames, modified non-interlocking etc. shall not be used under any circumstances for the S&T works in siding.
- (ii) Uniformity in signal installations shall be maintained in contiguity with signaling system in the section in which the serving station is situated
- (iii) Depending on site condition, age of signaling installation and quantum of modification involved, Railway will also decide for modification to the existing signaling installation at the serving station.

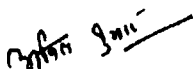
9.7 Commercial Staff - The Party shall bear the cost of one Commercial Staff per shift or as decided by the Railway, depending upon work-load. As soon as the Siding is notified by the Railway Administration, the Party shall be advised by the Division to deposit cost of posts of commercial staff, estimated for 10 years period to facilitate commercial functioning of the private siding.

10.0 Provision Of Other Facilities :

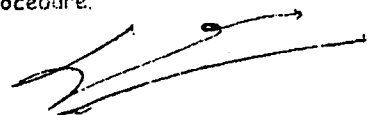
- 10.1 'In-motion Electronic Weighbridge' : Siding owner shall be required to provide at its own cost an 'In-motion Electronic Weighbridge' at private siding having outward traffic, on private/railway land as per the extant rules, mentioned in *RATES MASTER CIRCULAR/ PROVISION OF WEIGHBRIDGE/2014/0* issued vide Railway Board's letter no. *TC-I/2014/108/2*, dated 12.06.2014 and even number dated 03.03.2016 with corrigendum, as issued from time to time.
- 10.2 'Terminal Management System' (TMS) terminals of 'Freight Operating Information System' (FOIS) with access, as prescribed by Indian Railways, shall be installed at the siding and all costs related to such installation shall be borne by siding owner.
- 10.3 Siding owner shall provide all facilities (such as room, furniture, electricity, hardware, network connectivity, telephone etc.) for provision of FOIS terminal in the siding for issuing of RR or taking delivery of consignment.

11.0 Agreement :

- 11.1 An Integrated Agreement, comprising of 'Land License Agreement' and 'Private Siding Agreement' shall be signed in the revised format, enclosed as Annexure-3, before commissioning of the siding.
- 11.2 'Land Licensing Agreement' shall be signed before start of physical work for providing connectivity to private siding. Sr.DEN of the concerned Division shall be signatory of the 'Land License Agreement'.
- 11.3 Agreement for 'Private Siding' shall be signed before issue of commercial notification and operation on the siding by the Railway. Sr.DCM of the concerned Division shall be signatory of the 'Private Siding Agreement'.
- 11.4 After notification of siding and signing of "Integrated Private Siding Agreement", one copy of the same shall also be kept with Sr.DFM of the Division for raising bills for all the dues specified in the 'Integrated Private Siding Agreement'.
- 11.5 Commercial Department of the Zonal Railway shall issue such a notification after obtaining alpha & numeric code of the siding, as per extant procedure.



Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016



Page 12 of 13

S2 NO. 125 (G) 16  
30 pages (13)

- 11.6 After notification, Commercial Department of the Zonal Railway shall inform CRIS, so that relevant particulars of the siding are fed in FOIS for immediate placement of indents and issue of RRs through Terminal Management System (TMS).

This issues with the consent of Civil Engg., Traffic, Mechanical, Electrical & Signal Directorates and concurrence of Finance Directorate of Ministry of Railways.

Enclosures :

- (1) Annexure-1 : Time Line for various stages of Appraisal, Construction & Commissioning
- (2) Annexure-2 : Performa for Appraisal of DPR to the Party
- (3) Annexure-3 : 'Private Siding Agreement' and 'Land License Agreement'
- (4) Annexure-4 : Procedure for Maintenance Charges
- (5) Annexure-4X : Calculations for 'Maintenance and Inspection Charges'
- (6) Annexure-4Y : Calculations for 'Inspection Charges'
- (7) Annexure-5 : Sample Calculation Sheet for Departmental Charges : Private Siding Project

(No. 99/TC(FM)/26/1/Pt. -II, New Delhi, Dated 22.08.2016)

अभिषेक गुप्ता  
(अनिल कुमार)  
निदेशक / सिविल इंजी. (जी.) / रेलवे बोर्ड

(समीर कुमार)  
निदेशक / मा.भा.विप. / रेलवे बोर्ड

SL NO. 125 (G) 16  
30 Pages (14)

## Time Line For Private Sidings Projects

| Sl. | Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Coordinating Officer | Time Frame (Working Days) |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|
| 1.  | Notification for Private Siding proposals by Railway or suo-motu by Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CTPM                 | -                         |
| A.  | Application by the Party to Railway Administration for construction of Private Siding alongwith a non-refundable deposit of Rs. 20,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      | D'                        |
| 2.  | Application by the Party to Railway for construction of Private Siding alongwith a non-refundable deposit of Rs. 20,000 (DD in favour of FA&CAO of the Railway) alongwith the details of - (i) Party's name, (ii) Consultant's name, (iii) Brief description of siding work, (iv) Location (Station, Division & Railway) with 3 options, (v) Electrified siding or not, (vi) NOC, if siding is proposed to be taken off from other siding (tolloge agreement), (vii) Take off arrangements, (vi) Any other Railway / Private siding existing at the proposed station, (vii) Length of private siding on Railway land, (viii) Grades / levels existing at proposed station and any other alteration to existing grades, (ix) Inward and outward traffic projections, (x) Proposed facilities to be created by the Party in Railway premises and private land; (xi) Related Land details and (xii) Pre-feasibility Report (xiii) Conceptual Layout Drawings, (ix) Anticipated Cost of the siding project | CTPM                 | Date 'D'                  |
| B.  | After examining the Feasibility Report and Conceptual Plan, COM will issue 'In-Principle Approval' (IPA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      | (A) + 35 Days             |
| 3.  | CTPM in coordination with CGE and in consultation with other concerned departments to discuss any discrepancy/deficiency etc. in application with Party and finalise alongwith traffic projections etc. (prima facie feasibility of siding to be seen and if needed, Anticipated Cost to be revised by Party) and Party to be advised for deposition of Codal Charges @ 1% of total anticipated cost of project within 15 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CTPM                 | SL-2 + 5 days             |
| 4.  | Deposition of the already advised Codal Charge to CGE by Party @ 1% of total Anticipated Cost of project as per Col.-4 of Table-1 in Para 5.1, as undertaking for proposed Survey and CGE will also advise CTPM accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CGE                  | SL-3 + 5 days             |
| 5.  | DRM of the Division to be advised about the siding project details and for doing the survey exercise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CTPM                 | SL-4 + 3 days             |
| 6.  | Survey will be done by the Division on the proposal of Party and Feasibility Report will be submitted by Sr.DOM to CTPM with approval of DRM and in consultation with concerned Branch Officers and the Party, if so required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DRM                  | SL-5 + 15 days            |
| 7.  | CTPM will examine the Feasibility Report and Conceptual Plan based on report from Division and in consultation with other departments. After getting satisfied, COM will issue 'in-principle approval' (IPA) to Party's proposal for private siding and GM will be apprised of the same. Party will also be advised to deposit balance of the Codal Charges @ 2% of proposed Estimated Cost as per Table 1. in Para 5.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CTPM                 | SL-6 + 7 days             |
| C.  | After getting 'In Principle Approval (IPA)', party will submit Detailed Project Report (DPR) to the Railways                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | (B) + 15 Days             |

SL NO. 125 (B) 16  
30 pages (15)

| SL  | Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Coordinating Officer       | Time Frame (Working Days) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|
| 8.  | CTPM will inform AM/Traffic/Railway Board about the siding proposal of Party, so that projected traffic and siding provisions may be incorporated in the Corporate Plan of Indian Railways for planning w.r.t. operational feasibility, traffic offered and impact of project on Railway's plans for future development and other projects in the area                                                                                                                                        | ED/ Planning Railway Board | SL-7 + 7 days             |
| 9.  | After getting 'in-principle approval' (IPA), Party will submit Detailed Project reports (DPR) in 10 copies with related Plans including draft ESP, duly signed by Consultant as per the conceptual drawing approved at the time of Feasibility Report/IPA stage alongwith balance Codal Charges as advised at SL-7 above                                                                                                                                                                      | CTPM                       | SL-7 + 15 days            |
| 10. | Detailed Project Report (DPR) approval, after examining the proposal in consultation with other concerned Departments                                                                                                                                                                                                                                                                                                                                                                         |                            | (C) + 85 Days             |
| 10. | CTPM, after examining the DPR and enclosed plans, as submitted by the Party, will forward four copies to DRM and one copy each to CGE, CEE, CSTE, CME and CCM. DRM will forward one copy each to all the concerned Branch officers on the Division.                                                                                                                                                                                                                                           | CTPM                       | SL-9 + 5 days             |
| 11. | Presentation by the Party to Divisional Officers on draft ESP for working out the finer details of siding project. Sr.DEN of the Division will coordinate presentation. Consultant shall revise the ESP as per deliberations and submit to Sr.DEN, who will convene meeting of all concerned branch officers for signing of ESP and after approval of DRM, will send approved copy of ESP to CGE, duly indicating the Railway land to be licensed and 'common users facilities' (CUF), if any | CGE                        | SL-10 + 15 days           |
| 12. | ESP alongwith other detailed plans will be got approved by CGE in consultation with all the departments at HQ and the Party, if so required. CGE will send approved ESP to all concerned branches in HQ, DRM and the Party.                                                                                                                                                                                                                                                                   | CGE                        | SL-11 + 15 days           |
| 13. | Division will be advised for preparing the Detailed Estimate for private siding project based on approved ESP.                                                                                                                                                                                                                                                                                                                                                                                | CGE                        | SL-12 + 3 days            |
| 14. | CSTE will get tentative SIP prepared based on approved ESP and send to Division for scrutiny and signature                                                                                                                                                                                                                                                                                                                                                                                    | CSTE                       | SL-12 + 10 days           |
| 15. | Sr.DSTE and Sr.DOM of the Division will scrutinise, sign SIP with approval of DRM and send back to CSTE                                                                                                                                                                                                                                                                                                                                                                                       | DRM                        | SL-14 + 7 days            |
| 16. | Approval of SIP by CSTE & CTPM and circulation to all concerned branches in HQ, DRM and the Party                                                                                                                                                                                                                                                                                                                                                                                             | CSTE                       | SL-15 + 7 days            |
| 17. | Sr.DEE/TRD of the Division will prepare DHE Layout Plan & its Energisation Plan and send to CEE                                                                                                                                                                                                                                                                                                                                                                                               | DRM                        | SL-12 + 10 days           |
| 18. | Approval of DHE Layout Plan & its Energisation Plan by CEE and circulation to all concerned branches in HQ, DRM and the Party                                                                                                                                                                                                                                                                                                                                                                 | CEE                        | SL-17 + 7 days            |
| 19. | In between, if any observations are made by Railway, the same will be communicated by CTPM to the Party and also to the concerned Departments for making suitable modifications to the siding proposal and related drawings                                                                                                                                                                                                                                                                   | CTPM                       | SL-9 + 60 days            |

S2 NO. 125 (5) 16  
30 Pags (16)

| SL  | Subject                                                                                                                                                                                                                                                                                                                                                                                                    | Coordinating Officer | Time Frame (Working Days) |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|
| 20. | Observation and views of the Division and concerned HODs will be taken by CTPM on the already communicated draft DPR, submitted by the Party and considered for revision, if so needed                                                                                                                                                                                                                     | CTPM                 | SL-12 + 15 days           |
| 21. | Sr.DEN will get the Detailed Estimate prepared including draft land licensing charges based on railway land (and rate) involved as per approved ESP. It would include all related sub-estimates, pertaining to all concerned Departments, e.g. S&T, TRD, Mechanical etc. Cost of creation of 'Common Users Facilities', if to be incurred by the Party, shall be shown separately in the Detailed Estimate | DRM                  | SL-13 + 20 days           |
| 22. | Detailed Estimate prepared at SL-21 will be vetted by Divisional Finance within 5 days, approved by DRM and sent to CGE for sanction                                                                                                                                                                                                                                                                       | DRM                  | SL-21 + 7 days            |
| 23. | CGE will sanction the already vetted Detailed Estimate, as received from Division after examining with respect to approved ESP, SIP and other drawings etc. It will be circulated to all concerned branches in HQ and DRM                                                                                                                                                                                  | CGE                  | SL-22 + 7 days            |
| 24. | CTPM, in consultation with all the concerned Departments in HQ and with inputs from Division, will get the DPR inclusive of approved ESP, SIP, OHE layout etc. approved                                                                                                                                                                                                                                    | CTPM                 | SL-23 + 10 days           |
| 25. | Approval of DPR, ESP and Detailed Estimate shall be communicated to the Party and the concerned officers by CTPM                                                                                                                                                                                                                                                                                           | CTPM                 | SL-24 + 3 days            |
| E.  | Decision on the mode of execution of work (by party or by Railway), deposition of money, signing of provisional integrated siding agreement (ISA)                                                                                                                                                                                                                                                          |                      | (D) + 35 Days             |
| 26. | Party shall also be informed to sign the provisional "Integrated Siding Agreement" (Annexure-3) and sub nit to Division                                                                                                                                                                                                                                                                                    | CTPM                 | SL-25 + 3 days            |
| 27. | The provisional "Integrated Siding Agreement (ISA)" (Annexure-3) will be signed by the Party in token to the acceptance of various provisions of the final agreements, which would be signed after completion of work and before notification for commissioning of the siding                                                                                                                              | DRM                  | SL-26 + 5 days            |
| 28. | After signing Provisional ISA, Party will apply to Railway (CGE) for getting various parts of the total work executed either by the Railway or by the Party under Railway's supervision or by the Party through Railway's Approved Consultant                                                                                                                                                              | CGE                  | SL-27 + 5 days            |
| 29. | CGE will decide the mode of execution of each part of work in consultation with all the concerned departments and Party will be informed accordingly                                                                                                                                                                                                                                                       | CGE                  | SL-28 + 7 days            |
| 30. | Party will also be advised to make various stages of payment, as applicable for the above mentioned three scenarios and as mentioned in Col.6 of Table 1. at Para 5.1 of the Circular                                                                                                                                                                                                                      | CGE                  | SL-29 + 5 days            |
| 31. | Deposition of the requisite amount by the Party in favour of Railway as per stages already advised to the Party<br><i>(Note : If the advised payment is not deposited by the Party even after 30 days to the date of communication, the DPR will require renewal by CTPM in consultation with all concerned branches)</i>                                                                                  | CGE                  | SL-30 + 10 days           |

SL NO. 125 (5) 16  
30 pages (17)

| SL  | Subject                                                                                                                                                                                                                                                                                        | Coordinating Officer | Time Frame (Working Days)                           |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------|
| 32. | If Railway have to execute the work, Executing Agency (Division, Construction, IRCON, RVNL etc.) will be decided with the approval of GM and communication therefor to the concerned Unit                                                                                                      | CGE                  | SL-29 + 5 days                                      |
| F.  | Preparation time for processing to start work either by Railway or by the Party                                                                                                                                                                                                                |                      | (E) + 60 Days                                       |
| 33. | The work will be started by Railway or the Party as per SL-29 / SL-32                                                                                                                                                                                                                          | CGE                  | SL-31 + 60 days                                     |
| G.  | Time frame for processing licensing of railway land / approval thereon                                                                                                                                                                                                                         |                      | (F) + 120 Days                                      |
| 34. | Sr.DEN in consultation with the concerned Branch Officers and as per approved drawings will process for licensing of Railway land (indicating value of land as per prescribed circulars on the subject) and will send to CGE with the approval of DRM                                          | DRM                  | SL-27 + 60 days                                     |
| 35. | The nominated Land Licensing Committee in Railway HQ, on receiving the proposal from DRM, will process for licensing of Railway Land, as per approved plan and CGE will communicate approval of the Railway (GM) to the Party                                                                  | CGE                  | SL-34 + 60 days                                     |
| H.  | Construction & Commissioning of Siding                                                                                                                                                                                                                                                         |                      | (F) + 5 to 18 months                                |
| 36. | Sr. DEN will review progress for execution of siding project and apprise DRM, CGE and CTPM on monthly basis. Party will also ensure deposition of specified stage payments or additional amount, if any due to variations in contract or scope of work or change in system of supervision etc. | CGE                  | Monthly Review                                      |
| 37. | Party shall submit half yearly return of expenditure on the project to Railway.                                                                                                                                                                                                                | CGE                  | Six - Monthly Review                                |
| 38. | After completion of work as per approved plan and estimates; completion of the siding project alongwith details of audited Total Completion Cost of project will be reported by the Party / Executing Agency to CGE                                                                            | CGE                  | SL-33 + 5 months to 18 months (as per project size) |
| 39. | Party will be advised for depositing the amount of Codal Charge @ 4% of Total Completion Cost of project as per Table-1; reducing the amount already deposited with Railway as per SL-9                                                                                                        | CGE                  | SL-38 + 5 days                                      |
| 40. | Deposition of the balance Codal Charges by Party, as advised at SL-39                                                                                                                                                                                                                          | CTPM                 | SL-39 + 7 days                                      |
| 41. | If CRS sanction is required for commissioning of siding project, Division (Sr.DSTE) will coordinate, prepare and send documents for CRS sanction to CSTE                                                                                                                                       | DRM                  | SL-39 + 20 days                                     |
| 42. | Documents for CRS sanction, received from the Division shall be processed by CSTE and CRS sanction will be obtained                                                                                                                                                                            | CSTE                 | SL-41 + 30 days                                     |
| 43. | Completion Certificate for siding project will be issued by Division                                                                                                                                                                                                                           | DRM                  | SL-40 + 5 days                                      |
| 44. | The "Integrated Agreement" for Private Siding shall be signed on the Division by Sr.DCM & Sr.DEN for their respective portions of the agreement, i.e. for 'private siding' and 'land licensing' respectively                                                                                   | DRM                  | SL-43 + 5 days                                      |
| 45. | Commissioning of the Siding shall be got notified through CCM/FM and circulated                                                                                                                                                                                                                | CTPM                 | SL-44 + 5 days                                      |

SL NO. 125 (9) 16  
30 pages (18)

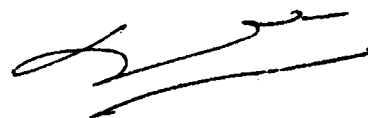
| SL | Subject                                                                                                                                                                                                                                                | Coordinating Officer | Time Frame (Working Days) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|
|    | to all concerned for further operation and maintenance of the activities, as mentioned in the "Freight Marketing - Engineering Circular". Party will be advised also to deposit cost of commercial staff required in terms of Para 9.7 of the Circular |                      |                           |

- ❖ Approval process before start of work - D+170 working days (say 7 Months upto SL-32)
- ❖ Construction + Commissioning - 5 to 18 Months (SL-33 to SL-45)
- ❖ Siding to become operative - (D + 12 Months) to (D + 25 Months) (as per project size)

Notes :

- The Time-Line is for uniform guidance to all concerned officials on Indian Railways. However, efforts should be made by the Railways in further reducing the total time period in approvals and completion/commissioning of the siding projects.
- GMs and DRMs may nominate a suitable day of week for the nominated committee of HQ and Divisional officers of the concerned departments to review the status of siding projects and expedite the process for completing the activities within prescribed time-frame.
- Process for CRS sanction for connectivity should be started as per SL - 41 & 42 as soon as related works in yard are completed.

27/08/16



SL NO. 125 (S) 12  
30 Pages (19)

Annexure-2

\_\_\_\_\_ Railway

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name & address of the Party)

Sub: 'In Principle Approval' (IPA) for the project of private siding :

Ref: Letter no. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_ from M/s \_\_\_\_\_  
\_\_\_\_\_ (Name & address of the Party).

\*\*\*\*\*

In reference to above mentioned letter, 'In Principle Approval' (IPA) for the proposed Private Siding at \_\_\_\_\_ has been approved by the competent authority of \_\_\_\_\_ Railway.

You are advised to contact the concerned officials of \_\_\_\_\_ Division, \_\_\_\_\_ Railway, submit the Detailed Project Report (DPR) and get the detailed Plan & Estimate prepared & approved/sanctioned. The money for execution of Deposit Work may also be got deposited with the Railways, as applicable within the specified time-frame.

Please acknowledge receipt of the letter.

Chief Traffic Planning Manager  
\_\_\_\_\_ Railway

Copy for information & necessary action to :

- (i) Divisional Railway Manager, \_\_\_\_\_ Railway, \_\_\_\_\_ in reference to their letter no. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_.
- (ii) Chief General Engineer, \_\_\_\_\_ Railway, \_\_\_\_\_ in reference to their letter no. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_.
- (iii) FA&CAO, \_\_\_\_\_ Railway, \_\_\_\_\_.

*offn gnic*

Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016

Page 19

SL NO. 125 (7) 16  
30 Pages (20)

**Land License Agreement**

(For Private Siding)

(Note- This agreement is not to be used for the cases where Railway Land is given an Lease to other government department/PSU. For such cases, Land Leasing Agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway)

Agreement No. \_\_\_\_\_, Dated \_\_\_\_\_

Memorandum of this Land License Agreement ("Land License Agreement") is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ by and between:

The President Of India, acting through (\_\_\_\_\_),  
Railway, Ministry of Railways, Government of India and having its head office at \_\_\_\_\_  
(hereinafter referred to as the "Government" or "Licensor", which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns of the one part;

AND

(\_\_\_\_\_), having its registered office at (\_\_\_\_\_),  
represented through its (hereinafter referred to as the "Licensee", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns of the other part.

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS,

- (A) The Licensor and the Licensee have entered into a Private Siding Agreement, dated \_\_\_\_\_ (Agreement No. \_\_\_\_\_), wherein the Licensee has agreed to lay the siding and the Licensor has agreed to provide the land for providing connectivity to the siding.
- (B) The Licensor is owner of the land described in the Annexure hereunder (the "Site") and now desires to License the Site to the Licensee and the Licensee desires to take an License from the Licensor, the Site for the purpose of connectivity to the siding.

NOW THEREFORE, in consideration of the promises and covenants herein setforth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are herety acknowledged, the Parties mutually agree as hereunder -

**1. Definitions and Interpretation -**

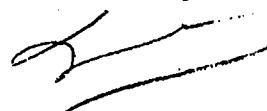
**1.1 Definitions:**

In this Land License Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Applicable Permits" means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Site and the siding during the subsistence of the Land License Agreement;

20/10/16 3:45

S2 NO. 125 (9) 16  
30 pages (21)



"Encumbrance" means any encumbrance, such as an easement, right of way, licence, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

"Land License Fee" shall have the meaning set forth in Clause 4.1 of this agreement.

"Site" shall have the meaning set forth in Recital (B); and

"Term" shall have the meaning set forth in Clause 3 of this agreement.

**1.2. Interpretations -**

In this Land License Agreement, except to the extent that the context requires otherwise:

- (a) the Annexure to this Land License Agreement forms part of this Land License Agreement and shall be of full force and effect as though it is expressly set out in the body of this Land License Agreement;
- (b) the terms of this Land License Agreement shall be read in consonance with and not in derogation with the terms of Private Siding Agreement;
- (c) the words and expressions beginning with capital letters and defined in this Land License Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Land License Agreement and not defined herein, but defined in the Private Siding Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Private Siding Agreement.

**2. Grant of License and Possession -**

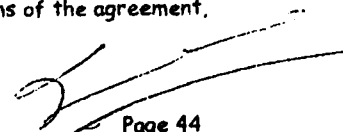
- 2.1.1 The provisions of this Land License Agreement shall take effect and become binding on the Parties on the date of signing of this Agreement.
- 2.1.2 In consideration of the Land License Fee and subject to Clause 2.1.3, the Licensor grants on License to the Licensee and the Licensee agrees to accept the License from the Licensor, free from Encumbrances and/or encroachments, of all that piece and parcel of land measuring \_\_\_\_\_ situated at \_\_\_\_\_, described in the Annexure and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Land License Agreement.
- 2.1.3 The Licensor hereby grants and transfers physical possession of the land specified in Annexure and in accordance with the provisions of Clause 4 of the Private Siding Agreement.

**3. Term -**

- 3.1 The License granted in pursuance of this Land License Agreement shall be for a period of \_\_\_\_\_ years from the date of signing of Land License Agreement (the "Term") unless the Land License Agreement is determined prematurely in accordance with Clause 6 hereunder.
- 3.2 The term of the Land License Agreement shall be co-terminus with the Private Siding Agreement.
- 3.3 The Licensee shall not derive any right, title or interest in the said Site which shall remain property of the Railways all the times. The Licensee only shall have possessory right as a Licensee for \_\_\_\_\_ years of the said premises in accordance with the terms of the agreement, provided regular and timely payment of land license fee is made.

30/08/2016 gnic

Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016



Page 44

SL NO. 125 (9) 16

30 pages (22)

3.4 Renewal of the Land License Agreement shall be at the sole discretion of the Licensor.

4. Land License Fee -

4.1 The Licensee shall pay to the Licensor, subject to Clause 4.3, an annual Land License Fee ("Land License Fee") @ \_\_\_\_\_

4.2 The Licensee shall pay the Land License Fee to the Licensor in advance on the first day of April every year and into such account, as may be designated by the Licensor from time to time.

4.3 If the Licensee fails to pay the Land License Fee as aforesaid, the Licensee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the base interest rate prescribed by State Bank of India.

4.4 Upon failure to pay Land License Fee within a period of \_\_\_\_\_ months, Licensor reserves the right to terminate the Land License Agreement. However, the same shall not stop Licensor to take action for recovery of their dues.

5. Use of Site -

5.1 During the Term of this Land License Agreement, the Licensee shall use the Site only for the purpose of siding.

5.2 The Licensor shall always be at liberty to construct adjoining to the Licensed Site and the Licensee shall not be entitled to raise any objection to ask compensation thereafter on the plea of inconvenience, whatsoever at any point of time.

6. Termination of Land License Agreement -

6.1 This Land License Agreement may be terminated earlier by mutual agreement between the Parties in writing.

6.2 The Land License Agreement shall be co-terminus with the Private Siding agreement. Thus, in the event that the Private Siding Agreement is terminated during the currency thereof, then this Land License Agreement shall be deemed to be terminated without any further notice for termination of Land License Agreement and the Licensor shall be at full liberty to deal with the site in such manner as it deems fit in its sole discretion.

6.3 The Licensor shall have the right to terminate this Land License Agreement on occurrence of any one or more default(s) by the Licensee as enlisted hereunder:

(a) failure of the Licensee to make payments to the Licensor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Licensor;

(b) transfer or assignment of this Land License Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the Licensor;

(c) use of the Site for any purpose other than the purposes stated under Clause 5 of this Land License Agreement and such breach is not remedied within a period of 60 (sixty) days after a notice from the Licensor in this behalf; and

(d) Voluntary abandonment by the Licensee of its operations at the Site for a continuous period of 90 (ninety) days or more.

27/04/2016 Jmt

Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016

S2 NO 125 (9) 16  
30 Pags (23)

Page 45

- 6.4 On expiry of the License Term or early termination of the Land License Agreement, for any reason whatsoever, the site, shall revert back to the Licensor.
- 6.5 Upon termination under Clauses 4.4, 6.1, 6.2 and 6.3, the Licensor shall have the following additional rights :
- (a) The recovery of any unpaid Land License Fee due and payable at the time of termination;
  - (b) the recovery of any damages, costs, fees and expenses incurred by the Licensor as a result of the breach of the Land License Agreement by the Licensee; and
  - (c) Any other right or remedy, legal or equitable, that the Licensor is entitled to under applicable laws.

**7. Licensee's Obligations and Covenants -**

Licensee hereby covenants, agrees and represents that :

- (a) the Licensee, during the Term of the Land License Agreement, shall pay the Land License Fee in accordance with terms and conditions set out in this Land License Agreement and shall observe and fulfil each of its obligations and covenants set forth herein;
- (b) the Licensee shall obtain, at its own cost and expense, all utilities, such as water, electricity etc. from the appropriate authorities;
- (c) it shall obtain and keep current all Applicable Permits that may be required under the applicable laws;
- (d) it shall pay all taxes, service tax, cesses, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Land License Agreement;
- (e) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Land License Agreement, without prior approval of the Licensor;
- (f) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions; and
- (g) It shall, after expiry or termination of the Land License Agreement forthwith, the Licensee hand over possession of the land to the Licensor.

**8. Stamp Duty and Registration Charges -**

Subject to the exemption or waiver, if any, granted by Government or any other authority, the Parties agree that all stamp duties, registration charges and all other local/statutory charges payable in respect of the License contemplated herein shall be to the account of and borne by the Licensee.

**9. Indemnities and Limitation of Liability -**

The Licensee shall fully indemnify, defend and hold harmless the Licensor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Licensor and which may arise out of or as a result of any of the following causes:

- (a) any breach by the Licensee of any of its obligations, covenants, agreements, representations or warranties set forth in this Land License Agreement;

*Sl - NO. 125 (9) 16*  
*30 pages (24)*

- (b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused wilfully or negligently by the Licensee; and
- (c) any breach, violation or non-compliance by the Licensee of any applicable laws and/or Applicable Permits.

10. Assignment -

The Licensee shall not, without the Licensor's prior written consent, transfer, assign or grant any form of security over any of its rights or obligations under this Land License Agreement.

11. Dispute Resolution -

11.1 The Parties shall use their respective reasonable endeavours to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Land License Agreement ("Dispute") amicably between themselves through negotiation.

11.2 Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of the Private Siding Agreement.

12. Governing Law -

This Land License Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

In Witness Whereof The Parties Have Executed And Delivered This Land License Agreement As Of The Day, Month And Year First Above Written.

Signed, Sealed And Delivered  
For And On Behalf Of The President Of India  
By : \_\_\_\_ (Sr. Divisional Engineer) \_\_\_\_

Signed, Sealed And Delivered  
For And On Behalf Of Licensee  
By :

(Signature)  
(Name)  
(Designation)

(Signature)  
(Name)  
(Designation)

In the presence of (Witness):

1.

2.

Description of Site

Railway Board's Letter no. 99/TC(FM)/26/1/Pt.-II, Dated 22.08.2016

Page 47

SL NO. 125 (S) 16  
30 Pages (25)



भारत सरकार Government Of India  
रेल मंत्रालय Ministry Of Railways  
(रेलवे बोर्ड) (Railway Board)

New Delhi, 25<sup>th</sup> February 2015

No. 2013/CE-I/SP/1

Addressed To :  
As Per List Enclosed.

Sub : Recovery of Maintenance Charges and Inspection Charges for private siding.  
Ref : Board's letters no. 58/W1/S.A/13, dated 21/23.04.1982.

\*\*\*\*\*

- As per the extant orders, maintenance and repair charges for private siding, wherever these are maintained by the Railways, are levied on km basis as per the guidelines indicated in letters under reference.
- These instructions have now become quite old, while recommendations of 6<sup>th</sup> Pay Commission have already been effected. The matter has accordingly been considered in depth and the Board have decided that in supersession to all previous instructions on the subject, Maintenance & Repair Charges alongwith Inspection Charges for one track km of the Private Siding shall consist of the following :

(a) Staff Cost :

- Average Pay of staff
  - Dearness Allowance payable to staff
  - Leave Salary @ 11% of (Pay + DA) of staff
  - P.F. & Gratuity @ 1/8 of (Pay + 1/11 of Pay) of staff
  - Incidental Charges 10% of (Pay + 1/11 of Pay) of staff
  - House Rent Allowance to be added, at the rates as applicable
- (b) Tools and Plant Cost Rs. 10,000 per year
- (c) Cost of replacement of small fittings etc. @ 3% per year of cost of new fittings
- (d) Departmental charges on (a + b + c) @ 12½% of the above cost

- (a) Staff required for Maintenance of 1 track km of siding per month shall be taken to be as under :

| Gauge | Trackman<br>(Now Track<br>Maintainer<br>Gr.IV - II) | Keyman<br>(Now Track<br>Maintainer<br>Gr.I) | Mate<br>(Now Track<br>Maintainer<br>Gr.I) | Trolleyman<br>(Now Track Maintainer<br>Gr.IV - II)     | SSE/P.Way                                          |
|-------|-----------------------------------------------------|---------------------------------------------|-------------------------------------------|--------------------------------------------------------|----------------------------------------------------|
| B.G.  | 1.20                                                | 0.20                                        | 0.20                                      | 0.33<br>(i.e. 4 Trolleyman for<br>one month in a year) | 0.083<br>(i.e. one man for one<br>month in a year) |
| M.G.  | 1.00                                                | 0.20                                        | 0.20                                      |                                                        |                                                    |

- (b) Staff required for Inspection of 1 track km of siding per month shall be taken to be as under :

- SSE/P.Way : 1 / 10 km / 25 days (0.004)
- Trolleyman (Now T.M. Gr.IV - II) : 4 / 10 Km / 25 days (0.016)

Annex To Railway Board's Letter No. 2011/CE-IV/SP/7, Dated 14.01.2016

SL NO. 125 (9) 16  
30 pages (26)

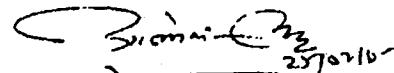
Annexure-4

4. Where the siding contains points & crossings, ten sets of points & crossings shall be taken as equivalent to one km. In calculating one set of points & crossings, the following formula shall be followed :

|                                    |    |                       |
|------------------------------------|----|-----------------------|
| Turnout                            | :: | One Set               |
| Diamond                            | :: | One Set               |
| Diamond Crossing With Single Slip  | :: | 1 1/2 Set             |
| Diamond Crossing With Double Slips | :: | Two Sets              |
| Cross-Over                         | :: | Two Sets              |
| Trop                               | :: | 1/5 <sup>th</sup> Set |

5. Cost of maintenance of sub-grade works, viz. Bridges, Formations etc. as also the cost of renewals of rails and sleepers shall be charged in addition, on the basis of actual expenditure, whenever incurred plus standard charges thereon as per Code/Rules.
6. Statements showing Specimen Calculations for 'Maintenance Charges' and 'Inspection Charges' are shown in Annexures - 'X' & 'Y' respectively for facility of reference.
7. A review of these charges shall be made every 5 years applicable from 1<sup>st</sup> April and for the interregnum, charges be increased by 10% on the base rate every year. Necessary provision may also be made in the agreements in future and the existing agreements may be suitably modified to provide for the above. However, no annual escalation @10% shall be applicable, if one time maintenance charges for the ten years period have been deposited by the Party with Railway.
8. These are general guidelines and difficulties, if any while implementing, should be resolved in consultation with the FA&CAO.
9. This issues with the concurrence of Finance Directorate of the Ministry of Railways.
10. The receipt of this letter may please be acknowledged.

DA / As above

  
(आलोक कुमार)

कार्यकारी निदेशक/सिधित इंजीनियरिंग(जी)/रेलवे बोर्ड  
(Phone : 030-44803 (Rly.); 011-23383379 (MTNL); 09910487302 (CUG Mobile))  
e-mail address : edceg@rb.railnet.gov.in

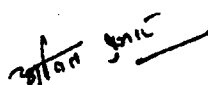
No. 2013/CE-I/SP/1

New Delhi, 25<sup>th</sup> February 2015

Copy forwarded for information to :

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Audit General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

  
For Financial Commissioner / Railways



Annex To Railway Board's Letter No. 2011/CE-IV/SP/7, Dated 14.01.2016

Page 49

SL NO. 125 (9) 18  
30 pages (27)

Annexure 'X'

**Details Of Charges For Maintenance Of Private Sidings Per Km Per Year (B.6)**

(As On 01.07.2014)

| SL           | Description                                                                                                                                                                                                                                          | Track Maintainer<br>Gr. IV to Gr. II<br>(Pay Band 5200 -<br>20200 + GP 1800,<br>1900 & 2400, i.e.<br>Av. GP of 2033)<br>(Earlier Trackman) | Track<br>Maintainer<br>Grade I<br>(Pay Band 5200 -<br>20200 + GP<br>2800)<br>(Earlier Keyman) | Track<br>Maintainer<br>Grade I<br>(Pay Band 5200 -<br>20200 + GP<br>2800)<br>(Earlier Mate) | Track Maintainer<br>Gr. IV to Gr. II<br>(Pay Band 5200 -<br>20200 + GP 1800,<br>1900 & 2400, i.e. Av.<br>GP of 2033)<br>(Earlier Trolleyman) | SSE/P. Way<br>(Pay Band 9300 -<br>34800 + GP 4600) |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1.           | Nc. of men<br>required                                                                                                                                                                                                                               | 1.20                                                                                                                                       | 0.20                                                                                          | 0.20                                                                                        | 0.33<br>(4/12 men)                                                                                                                           | 0.083<br>(1/12 man)                                |
| 2.           | Average Pay<br>(Rs. per<br>month)                                                                                                                                                                                                                    | Rs. (12700<br>2033 = 14733)<br>x 1.2 = 17,680                                                                                              | Rs. (12700 +<br>2800 =<br>15500) x 0.2<br>= 3,100                                             | Rs. (12700 +<br>2800 =<br>15500) x 0.2<br>= 3,100                                           | Rs. (12700 +<br>2033 = 14733) x<br>0.33 = 4,862                                                                                              | Rs. (22050 +<br>4600 = 26650)<br>x 0.083 = 2,222   |
| 3.           | D.A. (@107%<br>on SL-2 as<br>on 01.07.14)                                                                                                                                                                                                            | Rs. 18,917                                                                                                                                 | Rs. 3,317                                                                                     | Rs. 3,317                                                                                   | Rs. 5,202                                                                                                                                    | Rs. 2,378                                          |
| 4.           | Total (Rs.)                                                                                                                                                                                                                                          | Rs. 36,596                                                                                                                                 | Rs. 6,417                                                                                     | Rs. 6,417                                                                                   | Rs. 10,064                                                                                                                                   | Rs. 4,600                                          |
| 5.           | Leave Salary<br>@ 11% (of<br>SL-4 above)                                                                                                                                                                                                             | Rs. 4,026                                                                                                                                  | Rs. 706                                                                                       | Rs. 706                                                                                     | Rs. 1,107                                                                                                                                    | Rs. 506                                            |
| 6.           | P.F. &<br>Gratuity @<br>1/8 of (Pay +<br>1/11 of Pay)                                                                                                                                                                                                | Rs. 2,411<br>(1/8 of Rs.<br>19287)                                                                                                         | Rs. 423<br>(1/8 of 3382)                                                                      | Rs. 423<br>(1/8 of<br>3382)                                                                 | Rs. 663<br>(1/8 of 5304)                                                                                                                     | Rs. 303<br>(1/8 of 2424)                           |
| 7.           | Incidental<br>Charges 10%<br>(Pay + 1/11<br>of pay)                                                                                                                                                                                                  | Rs. 1,929                                                                                                                                  | Rs. 338                                                                                       | Rs. 338                                                                                     | Rs. 530                                                                                                                                      | Rs. 242                                            |
| 8.           | Total (Rs.<br>Per month)                                                                                                                                                                                                                             | Rs. 44,960                                                                                                                                 | Rs. 7,884                                                                                     | Rs. 7,884                                                                                   | Rs. 12,365                                                                                                                                   | Rs. 5,651                                          |
| 9.           | Annual (Rs.)                                                                                                                                                                                                                                         | Rs. 5,39,525                                                                                                                               | Rs. 94,605                                                                                    | Rs. 94,605                                                                                  | Rs. 1,48,378                                                                                                                                 | Rs. 67,811                                         |
| Annual Total |                                                                                                                                                                                                                                                      |                                                                                                                                            |                                                                                               |                                                                                             |                                                                                                                                              | Rs. 9,44,924                                       |
| 10.          | Tools & Plants (Lumpsum)                                                                                                                                                                                                                             | Rs. 10,000                                                                                                                                 |                                                                                               |                                                                                             |                                                                                                                                              |                                                    |
| 11.          | Cost of replacement of small fittings like ERCs, rubber pads, liners, keys, cotters, spikes, fish bolts, fish plates etc. @ 3% of the cost of fittings (For PSC / CST-9 sleepers with M+4 density & present cost of fittings = Rs. 5,00,000 approx.) | Rs. 15,000                                                                                                                                 |                                                                                               |                                                                                             |                                                                                                                                              |                                                    |
| 12.          | Total                                                                                                                                                                                                                                                | Rs. 9,69,924                                                                                                                               |                                                                                               |                                                                                             |                                                                                                                                              |                                                    |
| 13.          | Departmental Charges @ 12 1/2%                                                                                                                                                                                                                       | Rs. 1,21,241                                                                                                                               |                                                                                               |                                                                                             |                                                                                                                                              |                                                    |
| 14.          | Total Annual Maintenance Charges Per Kilometre                                                                                                                                                                                                       | Rs. 10,91,165<br>Say Rs. 10,92,000                                                                                                         |                                                                                               |                                                                                             |                                                                                                                                              |                                                    |

SL NO. 125 (9) 16  
30 Pags (28)

Annexure 'Y'

**Details Of Inspection Charges For Private Sidings By Railways Per Km Per Year**  
(As On 01.07.2014)

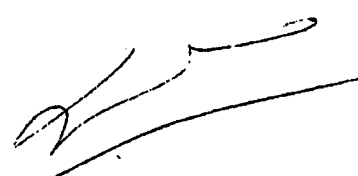
Considering inspection of 10 kms length of track by SSE/P.Way on push trolley in one day at a frequency of once a month,

Total requirement per Km per month : (i) SSE/P.Way : 1 / 10 km / 25 days (0.004)  
(ii) Trolleyman : 4 / 10 Km / 25 days (0.016)

| SL           | Description                                   | Track Maintainer Gr.IV to Gr.II<br>(Pay Band 5200 - 20200 + GP 1800,<br>1900 & 2400, i.e. Av. GP of 2033)<br>(Earlier Trolleyman) | SSE/P.Way<br>(Pay Band 9300 - 34800 + GP 4600)  |
|--------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 1.           | No. of men required                           | 0.016                                                                                                                             | 0.004                                           |
| 2.           | Average Pay (Rs. per month)                   | Rs. (12700 + 2033 = 147.3) x<br>0.016 = Rs. 236                                                                                   | Rs. (22050 + 4600 = 26650) x<br>0.004 = Rs. 107 |
| 3.           | D.A. (@107% on SL-2 as on 01.07.14)           | Rs. 253                                                                                                                           | Rs. 125                                         |
| 4.           | Total (Rs.)                                   | Rs. 489                                                                                                                           | Rs. 242                                         |
| 5.           | Leave salary @ 11% (of SL-4 above)            | Rs. 54                                                                                                                            | Rs. 27                                          |
| 6.           | P.F. & Gratuity @ 1/8 of (Pay + 1/11 of Pay)  | Rs. 32<br>(1/8 of Rs 257)                                                                                                         | Rs. 16<br>(1/8 of Rs. 128)                      |
| 7.           | Incidental Charges 10% (Pay + 1/11 of pay)    | Rs. 26                                                                                                                            | Rs. 13                                          |
| 8.           | Total (Rs. Per month)                         | Rs. 600                                                                                                                           | Rs. 298                                         |
| 9.           | Annual (Rs.)                                  | Rs. 7,202                                                                                                                         | Rs. 3,571                                       |
| Annual Total |                                               |                                                                                                                                   | Rs. 10,773                                      |
| 10.          | Trolley, Tools & Plants etc. (Lumpsum)        |                                                                                                                                   | Rs. 1,000                                       |
| 12.          | Total                                         |                                                                                                                                   | Rs. 11,773                                      |
| 13.          | Departmental Charges @ 12½%                   |                                                                                                                                   | Rs. 1,472                                       |
| 14.          | Total Annual Inspection Charges Per Kilometre |                                                                                                                                   | Rs. 13,245<br>Say Rs. 13,500                    |

Notes : House Rent Allowance, at the rate as applicable, shall also be added.

3/1/16 JMC



SL NO 125 (9) 16  
30 Pags (29)

# **Sample Calculation Sheet For Departmental Charges : Private Siding Project**

(Ref : Table 1. In Para 5.1 of FM Circular 11 of 2016)

- ❖ Considering Cost Of Project As Under :-
- ✓ Abstract Cost of Private Siding project, as submitted by Party : Rs. 100 crore
- ✓ Detailed Estimated Cost of project : Rs. 150 crore  
(Civil Engg. Rs. 120 cr + S&T Rs 20 cr + OHE Rs. 10 cr)
- ✓ Final Completion Cost of project : Rs. 200 crore  
(Civil Engg. Rs. 150 cr + S&T Rs. 30 cr + OHE Rs. 20 cr)

| Table 1. Departmental Charges and Stages of Payment |                              |                                                                                                                                              |                                                                            |                                                                                                                                                                          |                                                                                             |                                                                                                                                                                                                 |
|-----------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SL                                                  | Executing Agency For Project | Departmental Charges<br>(Inclusive Of Cost Of Tools & Plants And Establishment Supervision)<br><br>(w.r.t. Total Completion Cost of project) | Stages Of Payment                                                          |                                                                                                                                                                          |                                                                                             |                                                                                                                                                                                                 |
|                                                     |                              |                                                                                                                                              | Approval Of Undertaking Of Survey<br><br>(w.r.t. Abstract Cost of project) | Conveying Approval To Survey/Plans And Estimates<br>(Inclusive of amount deposited with Railways mentioned in Col. 4)<br><br>(w.r.t. Detailed Estimated Cost of project) | Before Commencement Of Execution Of Work<br><br>(w.r.t. Detailed Estimated Cost of project) | Applying For Final Approval Of Completed Works<br>(Balance Cost by adjusting cost already deposited w.r.t. detailed estimated cost of project)<br><br>(w.r.t. Total Completion Cost of project) |
| 1                                                   | 2                            | 3                                                                                                                                            | 4                                                                          | 5                                                                                                                                                                        | 6                                                                                           | 7                                                                                                                                                                                               |
| 1.                                                  | Railways                     | 12½%<br>(Rs. 25 cr)                                                                                                                          | 1%<br>(Rs. 1 cr)                                                           | 2%(Rs. 3 cr)<br>(since Rs. 1 cr already taken, now, balance Rs. 2 cr to be taken)                                                                                        | 8½%<br>(Rs. 12.75 cr)                                                                       | (Col.3 - Col.5 - Col.6)<br>Rs. 9.25 cr                                                                                                                                                          |
| 2.                                                  | Party                        | 6½%<br>(Rs. 12.5 cr)                                                                                                                         | 1%<br>(Rs. 1 cr)                                                           | 2%(Rs. 3 cr)<br>(since Rs. 1 cr already taken, now, balance Rs. 2 cr to be taken)                                                                                        | 2½%<br>(Rs. 3.375 cr)                                                                       | (Col.3 - Col.5 - Col.6)<br>Rs. 6.125 cr                                                                                                                                                         |
| 3.                                                  | Approved Consultant          | 4%<br>(Rs. 6 cr)<br>(For All Works Except OHE And S&T Works)                                                                                 | 1%<br>(Rs. 1 cr)                                                           | 2% (Rs. 3 cr)<br>(since Rs. 1 cr already taken, now, balance Rs. 2 cr to be taken)                                                                                       | Nil                                                                                         | (Col.3 - Col.5 - Col.6)<br>Rs. 3 cr                                                                                                                                                             |
|                                                     |                              | 6½%<br>(Rs. 3.125 cr)<br>(For OHE And S&T Works)                                                                                             |                                                                            |                                                                                                                                                                          | 2½%<br>(Rs. 0.675 cr)                                                                       | (Col.3 - Col.5 - Col.6)<br>Rs. 2.45 cr                                                                                                                                                          |

*अमित शर्मा*

Railway Board's Letter no 99/TC(FM)/26/1/P1.-II, Dated 22.08.2016

Page 52

SL NO. 125 (3) 16  
30 pgs (30)