

(JPP-RCS) –REVISED POLICY OF JPP

1. **BACKGROUND:**

Indian Railways and Department of Posts have collaborated and evolved a Joint Parcel Product (JPP). The product essentially focuses on providing an integrated service, with the first-mile and last-mile service for parcels being executed by Department of Posts and the middle mile transportation being handled by the Railways, with the interfaces being suitably jointly managed.

Presently, Indian Railways is running Joint Parcel Product – JPP trains on 13 identified routes (on round trip basis), in collaboration with India Post. These trains are time tabled services.

With a view to improve the utilization of these services and offer tailor-made logistics to meet specific needs of the customer and provide door-to-door services, it is planned to introduce provision for utilization of the parcel space available in the existing as well as prospective JPP trains, by other Aggregators also. Further, to facilitate the use of these services, a virtual aggregation platform is also being introduced for Aggregators to have information about the services.

The revised policy is in supersession of the JPP policies and circulars, issued vide Railway Board’s letters stated as below:

1. Letters No. 2020/TC(FM)/11/19, dated 10.02.2023, 23.02.2023, and 10.03.2023.
2. Letters No. 2020/TC(FM)/11/19-Part(2), dated 13.10.2022, 27.01.2023, and 10.02.2023.
3. Letter No. TC-II/2046/21/Time Tabled Parcel Express (E-3360247), dated 25.01.2023.
4. Letter no. Nil, dated 05.02.2023, issued by ED/SP&I.
5. Letter No. 2022/TC(FM)/10/04, dated 13.04.2023.

This revised policy would be known as ‘Joint Parcel Product – Rapid Cargo Services (JPP-RCS)’.

2. **OBJECTIVE:**

The modal share of railways in the national transport system is 28% as of the year 2023. With the vision to increase it, it is necessary that more and more industry move their goods and products through railways. This could be done by tapping into parcel segment via online booking in the existing parcel services of railways through SLR/ and VPU coaches and special parcel express trains. The modal share in parcel can be increased by creating an enabling framework for the movement of such loads by facilitating the aggregation through an Online Virtual Aggregator Platform and also by providing door-to-door services for such consignments.

3. **DEFINITIONS:**

- 3.1 **Aggregator(s):** The freight forwarder/ transporter/ company whom IR has empanelled on Pan India basis to integrate rail and road services for providing complete logistics, including door to door services to the customers. And include the legal representative of Aggregator(s). The Aggregator(s) shall be the consignor/ consignee for booking/

loading/ unloading of consignments into/ from Parcel Coach(es) of JPP-RCS.

- 3.2 **Claim:** Claim/demand raised by the customer for deficiency in service or damages/loss of goods or any injury to customer or third party resulting from the services offered by the Aggregator or IR as the case may be.
- 3.3 **Consignor/ Consignee:** The Aggregator who aggregates the consignments from different customers, and book/ load/ unload the same into/ from the Parcel Coach(es) of JPP-RCS.
- 3.4 **Deficiency in Service:** An act or omission in providing logistic service to customer which results in claim or causes customer dissatisfaction and loss of reputation to IR.
- 3.5 **“First Mile Connectivity”** shall mean the transportation and handling services to be provided by AGGREGATOR for movement of a Consignment from loading point to originating station;
- 3.6 **Forwarding Note:** Forwarding Note means ‘Standard Form’ of offer for transportation of goods which will contain details of cargo and consignee/consignor, and other details like TIN etc. for booking of containers.
- 3.7 **Free Time:** Time allowed for loading/ unloading of parcel from and into coaches or the time allowed for storage of cargo in railway premises.
- 3.8 **“Last Mile Connectivity”** shall mean the transportation and handling services to be provided by AGGREGATOR for the movement of a Consignment from Destination station to Delivery Point;
- 3.9 **Legal Obligation:** Observance of all laws/rules (including labour laws) relating to transport/logistic services offered by IR and Aggregator.
- 3.10 **Other Charges:** Other charges will include Wharfage, GST, etc.
- 3.11 **“Parcel”** means consignments/packages booked at coaching rates and are usually permitted to be carried by Rail or other passenger carrying trains.
- 3.12 **“Parcel coach”** shall mean different types of bogies used for carriage of Parcel traffic such as Brake Vans (SLRs)/Parcel Vans/ Air-conditioned coaches.
- 3.13 **Public Tariff:** Rail rates for transportation of parcel as notified in Tariff. These rates exclude charges for GST, statutory levies and other taxes and duties, which are to be separately charged by IR, as applicable and revised from time to time.
- 3.14 **“Railway Administration”** means and includes the President, Union of India and on his behalf Ministry of Railways or any authorized offices under the Ministry.
- 3.15 **“Virtual Aggregation Platform or VAP”** means the online platform developed by Indian Railways to provide end-to-end delivery services of parcel loads and allowing aggregation of loads from multiple customers in a virtual environment.
- 3.16 **Terms and Conditions:** Terms and Conditions means terms and conditions as stipulated in the Policy.
- 3.17 **Terminal:** Any goods shed, Parcel handling terminal (at station or dedicated one) and GCTs for the purpose of handling parcel traffic as notified by IR.

4. **JOINT PARCEL PRODUCT – RAPID CARGO SERVICE (JPP-RCS) FEATURES:**

- 4.1 Parcel train operating as ‘JPP-RCS’ shall comprise of Parcel coaches. Air-Conditioned coaches may be provided in these services for transportation of perishables on the basis of customer demand.
- 4.2 The minimum composition of JPP-RCS trains shall be 21 Parcel Coaches (including 1 SLR).

4.3 Types of Services: JPP-RCS will be of two types:

4.3.1 Scheduled/Time-Tabled JPP-RCS:

4.3.1.1 These services shall be time-tabled services. 02 (two) Parcel Vans shall be earmarked for exclusive use by the India Post, for booking/loading/unloading their traffic and will be governed by the 'Standard Operating Procedure (SOP)', issued vide Railway Board's letter No. 2020/TC(FM)/11/19, dated 27.01.2023. The remaining coaches shall be made available on '*Virtual Aggregator Platform (VAP)*' for booking by other Aggregator(s)/ as per the clauses in this policy.

4.3.1.2 In case, India Post plans to book more than 02 Parcel coaches, it has to comply with the clauses in this policy which are applicable for other Aggregators. If India Post does not plan to utilize either one or both of the earmarked Parcel Vans, these will get added to the VAP for booking by other aggregators. For this purpose, India Post will convey the information 03 (three) days in advance from the scheduled departure.

4.3.1.3 At present, there are 13 such round-trip services being operated by IR. However, depending upon the traffic potential, the routes can be revised and the additional services can also be planned in future.

4.3.2 Non-Scheduled JPP-RCS Services: If there is sufficient demand (either through single or multiple stakeholders), between any pair of locations on specific day(s)/period(s), the Zonal railway may decide to run JPP-RCS for limited period.

4.3.2.1 Aggregator(s) may opt for non-scheduled services by declaring the intent regarding the number of Parcel coach(es), they plans to book, origin-destination pair and the period in which they plans to transport. In such cases, a Wagon Registration Fee (WRF) of Rs. 5000 per Parcel coach will have to be deposited.

4.3.2.2 Depending upon the information available from different Aggregators, the Railway will decide to run a Rapid Cargo Service on a date(s) as decided. Thus, the non-scheduled service will get converted into a scheduled service. However, in these services, there shall not be any coach earmarked for **India Post** and they will have to follow the same process as being complied by other Aggregators. If the Railways fail to operate these services, the WRF (as mentioned above) will be fully refunded.

4.4 JPP-RCS will run from end-to-end only, i.e. en-route unloading or loading of consignments will not be permitted. However, in future, option may be explored to allow loading and unloading at scheduled stoppages of the train.

4.5 Detailed timings of JPP-RCS train shall be finalized and notified by Zonal Railways after discussions with stakeholders. Railways will ensure punctual running of these services as per the prescribed time-table.

5. VIRTUAL AGGREGATION PLATFORM:

5.1. 'VAP' will serve as the interface between the Aggregator(s) and Railways for booking of full Parcel Coach(es). VAP shall be managed through Indian Railways' Virtual Aggregation Platform (VAP), which is the online platform hosted on PMS to facilitate aggregation from multiple Aggregators in a virtual environment.

5.2. VAP will contain data of the JPP-RCS services (originating, destination, capacity, composition, date of departure, availability of space, running status of the service) as well as data of all the Aggregators registered under the JPP-RCS policy.

5.3. The scheduled services will be available in VAP, 180 days in advance. All Booking

shall be done only through VAP.

- 5.4. VAP may be integrated with the websites of the Aggregator(s) and may enable the Aggregators' customers to view the parcel booking options (including first mile and last mile) available with the Aggregator(s) for any specific date and route.
- 5.5. The Aggregator(s) may integrate its software applications for providing tracking of consignment with railway's tracking platform to provide complete real-time tracking of consignment to the customer.
- 5.6. Aggregator(s) shall be required to identify the stations at which they intend to provide the services of aggregation and first-last mile connectivity to provide the information to the customers regarding availability/unavailability of Aggregator(s) services at the respective stations, and for railways to plan the services in advance.
- 5.7. **REGISTRATION** – Procedure for empanelment of Aggregator(s) is laid out in Annexure-A.
- 5.8. List of empanelled Aggregators alongwith their website link (if any) will be available on VAP.

6. BOOKING OF CONSIGNMENT:

- 6.1 Except for the 02 Parcel Vans earmarked for India Post, Booking in JPP-RCS services shall be done only through the Aggregator(s) who are empanelled on the VAP
- 6.2 The minimum unit of booking will be one Parcel coach. Part booking (less than full Parcel Coach) will not be permitted.
- 6.3 For all bookings in JPP-RCS, the Aggregator(s) shall be the consignor and consignee who shall submit the Forwarding Note and in whose name, the P.W. Bill shall be generated.
- 6.4 For only partial booking of a coach, the customer will have to utilize the services of Aggregator(s) empanelled on VAP. The Department of Posts for whom 02 Parcel Vans are earmarked in scheduled JPP-RCS, will not be required to register on the VAP. However, for loading more than 02 Parcel Vans, they will have to empanel themselves as an Aggregator (one time registration process) as per the guidelines laid down in Annexure A.
- 6.5 The booking of the parcel space in Parcel Coach(es) can be done up to 180 days in advance, but not later than 12 hours before the scheduled departure of the train.
- 6.6 After the notified composition of the train gets fully booked, further Aggregator(s) will have the option to get wait-listed booking (up to a maximum of eight Parcel Coaches in wait-list). Concerned Railway will try to provide additional rolling-stock to cater to the waiting-list. However, if the wait-list is not confirmed 24 hours before the scheduled departure of train, the advance freight paid by the Aggregator(s) will be refunded in full.
- 6.7 P.W. Bills shall be issued from Parcel Management System (PMS). Railways shall get PMS installed at origin and destination on priority. Till the time PMS is not installed at these locations, feeding in PMS may be done from nearby convenient station.
- 6.8 After the booking confirmation, the Aggregator(s) will have to submit the Forwarding Note in the format as prescribed on VAP, upto 12 hours of the scheduled departure of the train.
- 6.9 If the Aggregator(s) fails in online submission of the Forwarding Note, and/or in deposition of the remaining freight, 12 hours before the scheduled departure of the train, the booking shall be cancelled and the complete advance freight shall be forfeited. In such cases, Railways shall be free to utilize the cancelled space along with the space that remains un-booked, for direct booking of parcels with charging of freight at the 'JP' scale.

- 6.10 Once the Forwarding Note is submitted, the Aggregator(s) will upload the manifest in the prescribed format given in Annexure-A2, on VAP at least 03 hours before the scheduled departure of the train, which will consist of the details of the consignment.

7. ROLE OF AGGREGATOR:

- 7.1. Railways will operate 'Joint Parcel Product – Rapid Cargo Services' on specific routes based on demand and the operational feasibility. Aggregator(s) may also be consulted in deciding the routes, frequency, timings, composition, etc of these trains. However, the decision of Railway in this regard will be final.
- 7.2. Aggregator(s) shall be authorized to book and load consignments in JPP-RCS at the originating terminal. The booking of the consignment will be done through VAP and Aggregator(s) will be consignor of the consignment.
- 7.3. The Aggregator(s) will also have to provide insurance to their customers along with other services. As an option, the Aggregator may avail the provisions of 'Prescription of percentage charge and extant of monetary liability – Rules 1990' of IR for providing insurance during the rail transit. However, in future option may be explored to provide facilities of insurance from other companies.
- 7.4. To ensure transparency in the interest of customers, Aggregation Rates i.e. all charges other than the railway freight will be made public by the Aggregator(s).
- 7.5. Aggregator(s) will be authorized to load consignments handed-over to them by multiple parties in the Parcel coach(es) booked by them.
- 7.6. Aggregator(s) shall padlock the Parcel coach(es) before departure of train from the originating station, so that Railway staff can complete other formalities including sealing of the coach(es). Aggregator(s) may also use electronic locks for this purpose.
- 7.7. The Aggregator(s) will arrange consignment movement for first mile connectivity from customer's pickup location to railway originating station and last mile connectivity from railway destination station to customer's delivery location (as per the requirement) for loads booked by customer.
- 7.8. The agents of Aggregator(s) shall be authorized to bring the consignments to the originating station, and to take delivery of the consignments – subject to production of an authorization letter and I-card (issued by the Aggregator) – after completion of all commercial formalities.
- 7.9. 'Entry Passes' for entry of vehicle in Railway's premises will be issued to the Aggregator(s) as per their volume of traffic. On expiry, the same will be renewed annually.
- 7.10. The employees and representatives of Aggregator(s) shall be provided access to the railway premises at all locations where parcel handling by them is required. However, the number of entry permits/ passes to be issued can be restricted by Railway from time to time, keeping in view all the relevant factors.
- 7.11. If the Aggregator(s) desires to use machines (fork-lifts, portable conveyor belts, etc) for loading/ unloading activities, the same may also be permitted subject to feasibility, while ensuring that other Railway customers are not inconvenienced.
- 7.12. The Aggregator(s) shall ensure that the consignments are collected and delivered on time from pickup and delivery locations respectively as requested by the customers.
- 7.13. The Aggregator(s) shall be solely responsible for packing and labelling of consignments collected from the customers. Any damages due to packing condition or mutilation due to transit shall be the responsibility of the Aggregator(s).
- 7.14. Aggregator(s) shall be permitted to use equipments such as lashings and pallets etc inside the coaches for safety of their consignments and optimal utilization of space,

without causing damage of any sort whatsoever to the internal/external structure of the coaches.

- 7.15. The Aggregator(s) shall take adequate steps to keep the platform/premises neat and clean at his respective area for stacking and loading/unloading of parcel at the station.
- 7.16. The Aggregator(s) shall adhere to all the restrictions in movement of certain commodities or parcels or rolling stocks that may be imposed by railways time to time.

8. CHARGING AND PAYMENT:

- 8.1. Freight shall be charged as per the prescribed Carrying Capacity of the Parcel coach(es).
- 8.2. Charging for consignments booked in Parcel coach(es) shall be at 'JP' scale of Parcel Tariff. For air-conditioned coaches, the charging shall be done at 'JP scale + 50%'.
- 8.3. Aggregator(s) shall be required to pay fifty percent (50%) of the railway freight at the time of initial booking of space, and the remaining amount shall be paid at least 12 hours before the scheduled departure of the train.
- 8.4. The Aggregator(s) shall be liable for payment of railway's share of the total logistic cost.
- 8.5. The cost of Aggregation services including first and last mile connectivity and handling etc. will be paid by customer directly to Aggregator(s).
- 8.6. The Aggregator(s) shall be solely responsible to pay GST and any other taxes or any other charges payable to the State Government or Central Government or any authorities under relevant laws on the parcels transported by the Aggregator(s) for first-last mile services.

8.7. Cancellation of booking:

For loads booked by Aggregator(s) in JPP-RCS, a cancellation charge as stipulated below will be deducted by the Railway from the payment made by the Aggregator(s) and balance amount will be refunded to Aggregator(s) in case of following conditions:

- 50% of the advance freight paid, if the Aggregator(s) cancels load booked in scheduled service at least 72 hours before the scheduled departure of the train.
 - No refund of the advance freight shall be payable if the Aggregator(s) cancels loads booked in scheduled service after the deadline of 72 hours before scheduled departure of the train.
- 8.8. However, if the Aggregator(s) subsequently decides to cancel booking, either partially or fully, in one of the directions leading to change in the nature/ quantum of discount, then the refund (if admissible) shall be granted only after duly considering the discount already granted. In such cases, if any freight amount becomes payable on part of the consignor, the same shall be paid before issue of P.W. Bill at the loading terminal.(For example, if the Aggregator – after available discount in the booking for reverse direction – cancels the forward booking less than 24 hours before departure of the train, i.e. where no refund is admissible, then the amount equal to the discount already granted for reverse direction shall be realized before issue of P.W. Bill for the loading in reverse direction).

9. WEIGHMENT:

- 9.1. Under no circumstances, the consignor(s) shall be permitted to load consignments in Parcel coach(es) beyond the permissible carrying capacity of the coach.
- 9.2. Weighment of the Parcel coach(es) shall be governed by the Para 02 (i.e. Weighment of Indented Parcel Special Trains and Leased PCETs) of the Freight Marketing Circular No. 07 of 2021, dated 03.05.2021, and its amendments, if any, issued from time to time.

10. **LOADING AND UNLOADING:**

- 10.1. Loading and unloading of consignments into/from the Parcel coach(es) shall be the responsibility of consignor(s). However, in case of the 02 earmarked India Post coaches, the loading/ unloading responsibility will be as per the extant procedure.
- 10.2. All Aggregators may bring their consignments to the originating station 24 hours before the scheduled departure of train but in no case, later than 03 hours before the scheduled departure of the train, so that the commercial and all other formalities may be completed in time.
- 10.3. Loading should be completed at least 30 minutes prior to the departure of the train. Detention of train on account of delay in loading/ unloading of consignments in Parcel coach(es), shall not be allowed at the originating/ destination station.
- 10.4. Permissible free time for Loading and Unloading shall be as under:

Number of coaches	Permissible free time (in hours and minutes)	
	Loading	Unloading
Upto 3 Parcel coaches	3:00	3:00
4 to 10 Parcel coaches	5:00	5:00
11 to 15 Parcel coaches	6:00	6:00
16 to 20 Parcel coaches	7:00	7:00
More than 20 Parcel coaches	8:00	8:00

In case there is unloading and back-loading of the same parcel vans at terminal, the free time for unloading and loading will be permitted separately.

- 10.5. The consignor(s)/ consignee(s) shall load/ unload the consignments into/ from Parcel coach(es) within the permissible free-time, failing which Demurrage Charge shall be levied as per extant guidelines (refer to Rates Circulars No. 69 of 2009, dtd. 09.12.2009, Corrigendum to Rates Circular No. 69 of 2009, dtd. 30.03.2010, Rates Master Circular Demurrage-Wharfage Waiver 2016/0, dtd. 19.05.2016, Corrigendum No. 32 to Rates Master Circular Demurrage-Wharfage Waiver 2016/0, dtd. 13.09.2022, and their amendments issued from time-to-time).
- 10.6. Consignor(s) may be granted stacking permission for a period of up to 24 hours in advance of scheduled departure of the train, depending on the availability of space at the terminal, without payment of any charges.
- 10.7. Railway may permit additional stacking time to the consignor, duly considering the availability of space and other relevant factors.
- 10.8. If the consignor(s)/ consignee(s) fails to remove their consignments from the platform/ wharf within the permissible free-time, Wharfage Charge shall be levied as per extant guidelines (refer to Rates Circular No 69 of 2009, dtd. 09.12.2009, Corrigendum to Rates Circular No. 69 of 2009, dtd. 30.03.2010, Rates Master Circular Demurrage-Wharfage Waiver 2016/0, dtd. 19.05.2016, and their amendments issued from time-to-time).

11. **PUNCTUALITY OF TRAIN:**

- 11.1. Railway shall make all efforts for punctual running of Joint Parcel Product – Rapid Cargo Services.

12. **INCENTIVES AND DISCOUNTS:**

- 12.1. The Aggregator(s) will get a volume incentive subjected to achievement of a minimum traffic as per the table below:

S. No.	Discount in Freight	Traffic (Originating Booking)
1.	10%	Incremental traffic over 4000 Parcel Vans/ AC coaches
2.	7.5%	Incremental traffic over 3000 Parcel Vans/ AC coaches
3.	5.0%	Incremental traffic over 2000 Parcel Vans/ AC coaches
4.	2.5%	Incremental traffic over 1000 Parcel Vans/ AC coaches
5.	Nil	Less than or equal to 1000 Parcel Vans/ AC coaches

- 12.2. If Aggregator(s) books traffic in the return direction of the train also, then a discount shall be granted in the return direction, as per the volume booked:

12.2.1. For upto five Parcel coaches – return trip shall be charged at 95% of the prescribed scale of the stock.

12.2.2. Six or more Parcel coaches – return trip shall be charged at 90% of the prescribed scale

12.2.3. Discount will be granted only if the Aggregator books traffic in the return trip immediately following the arrival of forward trip at the destination. (For example, if an Aggregator books three Parcel Vans in a trip ex IOCD reaching MLY on Wednesday 10th August, then the discount shall be valid only for the immediately following trip ex MLY, i.e. the trip starting on Saturday 13th August).

12.2.4. To avail the above mentioned discount, Aggregator(s) will have to book the return trip simultaneously with the forward trip.

12.2.5. The quantum of discount shall be on the basis of the quantum of traffic booked in the return trip. (For example, if a Aggregator(s) books 06 Parcel coaches in the forward trip and only 04 Parcel coaches in the return trip – then the return trip will be charged at 95% of the prescribed scale for 4 VPs. However, this discount shall not be applicable in case of India Post.

NOTE: The above mentioned incentive and discount shall commence from the date of operation of first trip of the Aggregator(s), and shall be for a period of one year at a time, without any cumulative benefits.

13. **GENERAL TERMS AND CONDITIONS:**

- 13.1. The Aggregator shall be the consignor/ consignee for booking/ loading/ unloading of consignments into/ from Parcel Coach(es) of JPP-RCS.
- 13.2. The consignor/ consignee shall be responsible and accountable for proper packaging

along with safety, care, and handling of consignments while loading and unloading. (The prescribed packing conditions have been provided in Para 203 of the IRCA Coaching Tariff No. 25, Part-I, Vol.-III).

- 13.3. The Railway and other concerned departments shall reserve the right to check the contents of the consignments at any time to see that no dangerous, explosive, offensive, contraband or any other banned articles are loaded. Full liability in case of violation will rest with the consignor.
- 13.4. In case of false declaration of any commodity wherever applicable, the consignor as well as the owner of the goods shall be punishable under section 163 of the Railways Act 1989.
- 13.5. Railway staff will not supervise loading/unloading of parcel load at originating/destination/intermediate station.
- 13.6. Consignor shall load only such commodities, which are permissible to be booked as Parcel, under prescribed Railway Rules. Commodities, which are contraband, prohibited by the Railway or banned by the Civil Authorities from time to time, shall in no case be allowed to be loaded in RCS.
- 13.7. The consignor shall be responsible to take due precautions to prevent incidence of fire in the Parcel Coaches of JPP-RCS.
- 13.8. The consignor/ consignee shall be responsible for proper supervision of loading/unloading to avoid any hazardous situation.
- 13.9. Adequate space must be left between roof and the top layer of the packages loaded in the Parcel coach(es) to avoid direct contact with the ceiling and electric lamps.
- 13.10. Smoking and lightening of cigarette/bidi in the Parcel coach(es) is strictly prohibited while loading/unloading of goods.
- 13.11. No check of prescribed packing condition will be made by the Railway staff at the time of loading. Any damages due to packing condition or mutilation due to transit shall be the responsibility of the consignor/ consignee.

14. PERIOD OF CONTRACT:

- 14.1. The empanelment of the Aggregator(s) shall be for six (06) years only – after which the entity will have to apply for re-empanelment, and submit the empanelment fees as applicable at the time of re-empanelment. Zonal Railway may permit re-empanelment on the basis of satisfactory performance of the Aggregator(s). Verification of eligibility conditions will not be required at the time of re-empanelment.

15. NUMBER OF AGGREGATORS:

- 15.1. Any number of 'Aggregators' can be engaged for any terminal subject to fulfillment of stipulated conditions. There will be no upper limit for appointing 'Aggregators'. More than one Aggregator may load in the same train. However, in such cases the priority shall be determined exactly as per the extant rules and procedures.

16. RIGHT TO TERMINATE THE CONTRACT:

- 16.1. The Railway Administration shall have the right to terminate the contract/ agreement for any reason whatsoever after serving one month's notice to the Aggregator. Railway shall also reserve the right to terminate registration of the Aggregator without giving any notice at any time for whatsoever reason as a punitive measure or breach of agreement by the Aggregator or in case of operational exigencies or it is

necessary to do so in public interest.

- 16.2. However, such instantaneous termination of contract by railway administration should be followed by a written intimation of punitive measure or breach of agreement by the Aggregator or in case of operational exigencies or it is necessary to do so in public interest (as the case may be) within 03 working days of termination.
- 16.3. Railway shall have the right to suspend the service contract whatsoever reason till the inquiry of any discrepancy/ or any legal action pertaining to service is pending/ require clearance from concerned authorities.
- 16.4. Aggregator shall also have the right to terminate the agreement after serving 30 days' notice to railway administration after paying all dues of IR.
- 16.5. Aggregator(s) agrees not to transfer or sub-let the contract to any other party, failing which the contract is liable to be terminated without any notice to the Aggregator, and their empanelment will be cancelled.

17. ABIDING LABOUR LAWS (REGULATION AND ABOLITION) ACT:

- 17.1. The labour deployed by the Aggregator(s) for loading/unloading, first-last mile connectivity service or any purpose will be employees of the Aggregator(s) and they may in no way whatsoever claim to be employees of the Railways. Railway Administration shall not at all be concerned with the employment or other service-related issues of these labourers. If Railway is liable to pay claim to the labour on any ground the Aggregator(s) will indemnify the Railway Administration for the same.
- 17.2. Aggregator(s) will indemnify the Railway Administration for loss and damages suffered in the violation of any provisions of the contract labour (Regulation and Abolition) Act.

18. ABIDING OTHER RULES AND REGULATION:

- 18.1. 'Aggregator(s)' will be obliged to observe all rules and laws relating to transport/ logistics services and will undertake to indemnify IR if it is found that the Aggregators have committed any breaches /violation of these laws.

19. CLAIMS:

The 'Aggregator(s)' will be under obligation to settle the claim raised by the customer for any deficiency in services rendered by 'Aggregator(s)'. However, IR will be responsible for claims arising out of the services rendered by it.

20. LIABILITY:

- 20.1. Railway shall not be liable for the loss, damage, destructions, pilferage, etc. to the consignments while in the Aggregator's custody or during loading, unloading, handling, transportation of the consignments by the Aggregator.
- 20.2. Railway shall not be responsible for any loss, destruction, damage, deterioration or non delivery of goods arising from the following causes:
 - (i) Act of God.
 - (ii) Act of war
 - (iii) Act of public enemies
 - (iv) Restraint or seizure under legal process
 - (v) Orders or restrictions by Central Government or states Government or by any officer or authority subordinate to the Central Government or a State Government authorized in this behalf.

- (vi) Fire, explosion or any unforeseen risk.
 - (vii) Act or omission or negligence of the consignor or consignee
 - (viii) Natural deterioration or wastage in bulk, or weight due to inherent defect, quality or vice of the goods.
 - (ix) latent defect
- 20.3. Railways liability for the consignments shall be strictly limited to the provisions contained in the Railways Act 1989 and the sub-ordinate legislations, regulations, ordinances, circulars issued by the Ministry of Railways from time to time.
- 20.4. It shall be the responsibility of the Aggregator(s) to ensure that the consignments booked and delivered by it are permitted to be carried in Parcel rakes/ Parcel coaches, etc. of Indian Railways as per the extant rules.
- 20.5. If the labourer or his representative or any other staff of the Aggregator(s) meets with any injury or loss or death due to any reason during the handling, loading, unloading or any other process, the railway will not be liable for the same and the Aggregator(s) will indemnify the Railway Administration for such acts.
- 20.6. Liability for any loss or damage caused to the coach or platform or any other Railway property while 'handling' consignments at originating station or destination station or during transit shall be of the consignor or consignee, as the case may be.
- 20.7. **INDEMNITY:**
- 20.8. The 'Aggregator(s)' will indemnify IR for any losses, whatsoever, directly or indirectly resulting from the services offered by them to IR customer. 'Aggregator(s)' will also reimburse any legal expense which IR might have to incur for defending any case arising from the services rendered by 'Aggregator'.

21. **ARBITRATION:**

- 21.1. Any dispute between the 'Aggregator(s)' and IR is to be resolved amicably by mutual consultations or through the good offices of the CCM(FM), Northern Railway. However, if such resolution is not possible, then, the unresolved disputes or differences shall be referred to the Arbitration, as per the Arbitration and Conciliation Act 2015 and as amended from time to time. The award of arbitrator shall be binding upon both parties to the dispute.
- 21.2. The services under this Agreement shall be continued during the Conciliation/arbitration proceedings, unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

22. **FORCE MAJEURE:**

The terms and conditions of this agreement shall be subject to Force Majeure. Neither IR nor the Business Associate shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of;

- Any war of hostilities;
- Any riot or civil commotion;
- Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport. Any strike or lockout (only those exceeding 7 continuous days in duration) affecting the performance of the obligations of Aggregator or IR.
- To invoke this clause, it is obligatory on the affected party to inform the other

party within 24 hours of the occurrence of force-majeure, about the incidence of force majeure.

23. PENALTY PROVISION:

- 23.1. In case of customer complaints, violations/ defaults with respect to Railway rules and procedures, etc., Railway may suspend the services of Aggregator for a certain period (not exceeding 21 days at a time) as a punitive action, depending on the gravity of the complaint/ violation.
- 23.2. In case of gross misconduct (including financial irregularities) or serious violation of Railway rules and procedures, the empanelment of Aggregator shall be cancelled – with the approval of CCM(FM), Northern Railway. In addition to the cancellation of empanelment, Railway may also process for banning of the Aggregator, as per para 23.3, 23.4 and 23.5.
- 23.3. An Aggregator debarred under para 23.2 above, shall not be eligible for empanelment on VAP, for a period of 01 (one) year from the date of debarment.
- 23.4. Any Aggregator shall not be debarred, unless such the Aggregator has been given a reasonable opportunity to represent against such debarment.
- 23.5. Banning/ debarment of Aggregators, wherever required, shall be done only with the approval of Railway Board and the same shall be effective on pan-India level.

EMPANELMENT OF AGGREGATORS FOR PROMOTING THE TRANSPORTATION OF PIECEMEAL PARCEL THROUGH JPP – RCS

1.0 OBJECTIVE:

To enhance Business Opportunities/ market share and to develop new streams of traffic in piecemeal parcel, IR aims to empanel Parcel Aggregators, from among the reputed freight forwarders/transport companies, with National/Regional network to integrate their services with IR to be more competitive in a globalized economy.

2.0 MINIMUM ELIGIBILITY CRITERIA:

Aggregators will be chosen on the basis of their business experience, turnover, and national network of operation.

2.1 Experience:

2.1.1 Any registered company, or firm as per the company act, or individual having experience of at least three years in any or all of the fields of Freight Forwarding, logistics, warehousing, cargo/ courier handling, or transportation are eligible for registering as ‘Aggregator’. For this purpose, the party should furnish supporting documents regarding the relevant experience.

‘And’

2.1.2 Financial Criteria: Net turnover of at least Rs 5 crores (from logistics, cargo/ courier handling, and transportation business, taken together) during the previous financial year;

3.0 EMPANELMENT FEE:

3.1 Freight forwarders/transporters desirous of getting themselves empanelled as ‘**Aggregator**’ will be required to submit empanelment Fee of Rs. 2,00,000/- (Two lacs) + GST (as applicable) through online mode.

3.2 Unsuccessful parties’ empanelment Fee will be refunded / returned as promptly as possible without any interest.

4.0 APPLICATION PROCEDURE:

4.1 The entities willing to get themselves empanelled as Aggregator will have to apply to the Railway Administration in the prescribed format, along with proofs of the eligibility conditions. The application will be submitted online on the ‘VAP’. At the time of submitting the application, the applicant will be required to submit the applicable empanelment Fee through online mode.

4.2 The application will consist of the locations (including terminals) where Aggregator wishes to provide the aggregation and transport services.

4.3 Evaluation of Application: Northern Railway will be the nodal Railway for evaluation of the application as well as deposition of empanelment fee.

4.4 The Aggregator’s application will be examined to determine whether they are complete in all respects, viz.:

- All requisite documents including those specifying the eligibility criteria are properly signed, stamped and enclosed.
- Undertaking has been submitted (wherever required).
- Empanelment Fee of Rs. 02 lacs is submitted.

4.5 IR reserves the right to reject the application/ cancel the empanelment of any

- Aggregator in view of overall business interests of IR.
- 4.6** Northern Railway, on receipt of application and on being satisfied that the applicant fulfils the required eligibility criteria, shall accept the application with the approval of CCM(FM)/NR, within 10 days from the date of submission of the application.
- 4.7** Before accepting the application, Northern Railway may also ensure that the applicant has access to adequate stacking/ storage space and adequate number of road vehicles (either owned, or leased, or rented) to give satisfactory services to Railways' customers.
- 4.8** Once, the application is accepted by the Competent Authority, the entity will enter into an agreement as per the format at Annexure-A1 and then will be empanelled as 'Aggregator' with IR and will be shown on the 'Virtual Aggregation Platform' for information of prospective customers.
- 4.9** When an Aggregator gets empanelled, his empanelment will be valid for entire IR network and he need not apply in any other zone.
- 4.10** After empanelment, the Aggregator will become eligible to provide aggregation and transportation services of cargo, entrusted to him by the customers, including from any terminal of IR to destination terminal of IR for which the Aggregator has registered to provide the services. These consignments can be booked by Aggregator itself or by customer directly and entrusted the Aggregator to load/ unload, take delivery, and provide first and last-mile services.

SPECIMEN OF AGREEMENT

AGREEMENT BETWEEN M/sand IR

AGGREGATOR AGREEMENT NO.

An Agreement made thisday of 20.....between the INDIAN RAILWAY (herein after called RAILWAY which expression shall be deemed to include their respective executors, administrators, legal representatives, successors and assignees) and represented by **CCM/ FM, NORTHERN RAILWAY** on the one part AND (herein after called AGGREGATOR which expression shall be deemed to include their respective executors, administrators, legal representatives, successors and assignees) and represented by on the

Other part for the purpose of appointment as AGGREGATOR for promotion of PARCEL as per the scope of work, terms and conditions as specified in the Policy – on **‘Joint Parcel Product – Rapid Cargo Service (JPP-RCS) 2023’**, which forms an integral part of this Agreement.

The validity of this Agreement will be for a period of years w.e.f. to

In witness thereof, the parties have set and subscribed their hands in presence of the witnesses mentioned below.

For AGGREGATOR

Witness:

1.....
2.....

**CCM/ FM, NORTHERN RAILWAY
For IR**

Witness:

1.....
2.....

MANIFEST
(To be submitted by Aggregator)

1. Name of Aggregator: _____ 2. Telephone/Mobile No. _____
3. Address: _____
4. Period of Empanelment: From _____ To _____
5. Parcel space booked
(indicating no. of Parcel coaches viz.
VP/ AC coach/ SLR): _____ 6. Train No. _____
7. From (originating station) _____ 8. To (destination station) _____
9. Railway MR No. _____ 10. Date of issue of MR: _____

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

Total weight _____

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

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