

I/118314/2026

	दक्षिण पूर्व मध्य रेलवे प्रधान मुख्य वाणिज्य प्रबन्धक कार्यालय, प्रथम तल, महाप्रबन्धक कार्यालय भवन, बिलासपुर (छ. ग.) - 495004 South East Central Railway Principal Chief Commercial Manager's office, First floor ,GM Office Building, Bilaspur (C.G.) – 495004	
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Rates Circular No. 29 (G)/2026

No. C/SECR/BSP/GCT/Policy/(E-77195)

Date: 19.02.2026

All CSMs, SMs, CGS/GSs & Siding Clerks, Weigh Bridge Clerks of SECR.

All CCIs, CIs of SECR.

Copy for information and necessary action to: -

DRMs : SECR / Bilaspur, Raipur, Nagpur.

Sr. DCMs, Sr.DOMs: SECR/Bilaspur, Raipur, Nagpur.

Commercial Control: SECR / HQ, Bilaspur, Raipur, Nagpur.

ARMs/AARMs: SECR/BIA, KRBA, RIG, SDL, BRJN, G & BRH.

Principal Director of Audit/ SEC Railway /Bilaspur.

PCOM, CFTM, PCME, PFA, PCE, PCEE, PCSTE, PCSO, SDGM and CPRO: SECR/BSP.

FA&CAO/(T), Dy.FA & CAO(T), SR. AFA(TA):SECR/BSP.

विषय : Policy to promote Rail Based logistics through development of 'Gati Shakti Cargo Terminal (GCT)' and Cargo Related Facilities (CRF)'.

संदर्भ : Jt. Director, Freight Marketing, Railway Board's letter No. 2021/TC(FM)/18/23,
Dated – 14.02.2026

उपर्युक्त विषय पर आधारित रेलवे बोर्ड का पत्र क्रमांक 2021/TC(FM)/18/13, दिनांक 14.02.2026 (Master Circular 2026 on Rail Based Logistics through development of 'Gati Shakti Multi-Modal Cargo Terminal (GCTs) and Cargo Related Facilities (CRF)') आपके सूचनार्थ एवं आवश्यक कार्यवाही हेतु संलग्न है।

अतः सर्व संबंधित तदनुसार कार्यवाही सुनिश्चित करें।

Encl: As above.

Digitally Signed by Anupam
Dutta

Date: 19-02-2026 18:28:12

Reason: Approved (Anupam Dutta)

Asstt. Commercial Manager (HQ)
For Principal Chief Commercial Manager

Master Circular 2026 on 'Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and Cargo Related Facilities (CRF)'

भारत सरकार **GOVERNMENT OF INDIA**
रेल मंत्रालय **MINISTRY OF RAILWAYS**
(रेलवे बोर्ड **RAILWAY BOARD**)

No. 2021/TC(FM)/18/23

New Delhi-110 001, Dated 14.02.2026

**The General Managers,
All Zonal Railways**

Sub: Policy to promote Rail Based logistics through development of 'Gati Shakti Cargo Terminals (GCT)' and 'Cargo Related Facilities (CRF)'.

Ref: (i) Freight Marketing/Master Circular on Gati Shakti Cargo Terminal/2021 issued vide Board's letter No. 2021/TC(FM)/18/23 dated 15.12.2021, 06.12.2022 & 07.01.2026.
(ii) Standard Agreements for GCTs issued vide Railway Board's letter no. 2021/TC(FM)/18/23 -Part (2) dated 07.07.2022.
(iii) L&A / Master Circular on 'Policy for Management of Railway land' issued vide Board's letter no. 2021/LML/25/5 dated 04.10.2022.

- 1.0 In order to promote Rail based logistics, this policy has been issued which encompasses development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and provides a policy framework for development of Cargo Related Facilities (CRF) on identified spare-able railway land.
- 2.0 The policy comprises of 4 schedules, one each for (i) schedule-'1' - for development of GCT on non-Railway land, (ii) schedule-'2' - for development of GCT on fully/partially on railway land, (iii) schedule '3' - procedure and guidelines for development of Cargo related facilities (CRF) and (iv) schedule -'4' provisions regarding ownership and maintenance of GCTs and dispute resolution mechanism.
- 3.0 The policy is in supersession of existing Master Circular on Gati Shakti Cargo Terminal 2026 dated 07.01.2026 mentioned under references above.

This issues with the approval of Board (M/O&BD, M/Infra, M/T&RS, M/Finance and Chairman & CEO, Railway Board).

Enclosure/As Above

Ys-
+

14.2.2026

**Yasir Rizvi
Joint Director Freight Marketing**

No. 2021/TC(FM)/18/23

New Delhi, Dated 14.02.2026

Copy forwarded for information to :

1. The PFAs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Rail Bhawan


For Member (Finance)

No. 2021/TC(FM)/18/23

New Delhi, Dated 14.02.2026

1. The Principal Chief Operations Managers, All Indian Railways.
2. The Principal Chief Commercial Managers, All Indian Railways.
3. The Chief Traffic Planning Managers, All Indian Railways.
4. The Principal Chief Engineers, All Indian Railways.
5. The Chief Commercial Managers (FM), All Indian Railways.
6. Director General, RDSO, Manak Nagar, Lucknow.
7. Director, Indian Railways Institute of Transport Management (IRITM)
8. Director General, National Academy of Indian Railways, Vadodara.
9. Managing Director/Chief Commercial Manager, Konkan Railway Corporation Ltd.
10. Managing Director, CRIS, Chanakyapuri, New Delhi.
11. Managing Director, DFCCIL, Pragati Maidan, New Delhi
12. Chief Managing Director, CONCOR


Yasir Rizvi
Joint Director Freight Marketing

No. 2021/TC(FM)/18/23

New Delhi, Dated 14.02.2026

Copy for kind information to:

1. EDPG/MR, EDPG/MOSR(D), EDPG/MOSR(J), OSD/MR
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board.
3. AM(Traffic), AM(C), PED(Infra), PED(Vig.), PED/TT(M), PED/Gati Shakti, ED/IP, EDTC(Rates), EDTT(S), EDTT(F), ED(Plg.), EDT(PPP), EDV(T), EDF(C&PPP), EDCC, OSD/M(O&BD)
4. DTC/R, JD/CC and DD/PR

Sub: Policy to promote Rail Based logistics through development of 'Gati Shakti Cargo Terminals (GCTs)' and 'Cargo Related Facilities (CRF)'

1. The PM Gati Shakti framework has been launched by the Government of India in 2021, for integrated infrastructure development. Indian Railways, taking forward the spirit of integrated multi-modal infrastructural development, intends to create an integrated logistics ecosystem and reduce transportation cost and time. This policy seeks to promote proliferation of new Cargo Terminals, improve existing Cargo Terminals and develop cargo-related facilities on identified spare-able Railway land to accelerate the growth in Railways' cargo traffic.

1.1 This policy comprises of 4 schedules, one each for (i) development of GCT on non-Railway land, (ii) development of GCT on fully/partially on railway land, (iii) procedure and guidelines for development of Cargo related facilities and (iv) provisions regarding ownership and maintenance of GCTs.

1.1.1 All new as well as under-construction/ under-approval Cargo Terminals shall be covered by GCT guidelines given in Schedule -'1', 2 & 4' of this policy.

1.1.2 Identification of Railway land, planning, selection of developer and development of cargo related facilities shall be covered as per guidelines given in Schedule-'3' & part IV of schedule '4' of this policy.

1.2 Definitions -

The Key Terms used in these policy guidelines have been defined below for correct interpretation and elimination of ambiguities.

- i. Act: The Railways Act, 1989, as amended from time to time.
- ii. Agreement: Document executed by a Gati Shakti Multi-Modal Cargo Terminal Operator (GCTO) and Sr. Divisional Commercial Manager setting forth the terms and conditions for operation of a Gati Shakti Multi-Modal Cargo Terminal (GCT).
- iii. Authorized Users: Rail users authorized by the GCTO to make use of the facilities at a GCT.
- iv. Cargo Terminal: Terminal where goods are loaded in wagons/ coaching vehicles for transportation over Indian Railway network, and/or unloaded from wagons/ coaching vehicles after being transported over Indian Railway network.
- v. Cargo Related Facilities (CRF): Cargo Related Facilities mean logistics and allied infrastructure developed on Railway land by a selected Developer, at its own cost and risk, to promote and enhance rail freight and parcel movement. These facilities include activities listed in the policy (and other approved activities) that contribute to cargo generation for Railways and are linked to designated railway terminals.
- vi. Cargo Related Facilities Developer: Cargo Related Facilities Developer means an eligible entity selected through a transparent competitive bidding process for development and operation of CRF on leased Railway land. The Developer is responsible for financing, construction, operation, statutory compliances, payment of land lease charges, and fulfillment of Guaranteed Railway Freight (GRF) obligations as per the Agreement.

- vii. Charging on Through Distance Basis: The system of charging freight up to the buffer end of the siding, instead of levying Siding Charges.
- viii. Common User Facility (CUF): All traffic facilities, such as 'Y' connection, Grade Separator, RoR, additional lines / loop lines, crossing station, patch doubling, shunting neck, engine escape line, Signalling Interlocking arrangement, modification to existing OHE or Electrification in future in station limit etc. In case of additional facility or any doubt regarding CUF, the decision of the DRM will be final".
- ix. Consignee: The person named as consignee in Railway Receipt.
- x. Consignor: The person named in Railway Receipt as consignor, by whom or on whose behalf goods covered by the Railway Receipt are entrusted to a Railway for carriage.
- xi. FBD Portal : Freight Business Development (FBD) Portal is a single window access for availing Indian Railways Freight Business information and Services.
- xii. FOIS: Freight Operations Information System.
- xiii. GCT : Gati Shakti Cargo Terminal – A private terminal notified under Gati Shakti Cargo Terminal (GCT) policy of Indian Railways, to deal with rail based cargo.
- xiv. Gati Shakti Multi-Modal Cargo Terminal Operator (GCTO): The entity constructing and/or managing a Gati Shakti Multi-Modal Cargo Terminal (GCT).
- xv. Engineering Scale Plan (ESP) : is a detailed, scaled drawing of a railway yard or section of track, showing track layouts, structures, and other relevant details including CUF clearly marked.
- xvi. Good Industry Practices: The practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability, and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Policy, following applicable laws and applicable permits in reliable, safe, economical and efficient manner; and which are expected to result in fulfillment of obligations of operator under the Agreement.
- xvii. Over Head Equipment (OHE): Infrastructure and equipment installed to provide electric traction.
- xviii. Private Freight Terminal (PFT): A terminal notified under Private Freight Terminal (PFT) policy of Indian Railways, to deal with rail-based cargo.
- xix. Private Siding: Privately owned siding constructed by a 'customer' at its own cost for railway cargo services at the premises of its plant, or manufacturing unit, or production unit, or mine, etc, connecting the customer's works with the Railway system.
- xx. Divisional Railway Authorities : Divisional Railway Manager (DRM) including Railways' Divisional officers, viz. Senior Divisional Operations Manager (Sr.DOM), Senior Divisional Commercial Manager (Sr.DCM), Senior Divisional Finance Manager (Sr.DFM), Senior Divisional Engineer (Sr.DEN), Senior Divisional Electrical Engineer (Sr.DEE), Senior Divisional Signaling & Telecommunication Engineer (Sr.DSTE), Senior Divisional Mechanical Engineer (Sr.DME), and their representatives.

- xxi. Railway Land: Land owned by Railways.
- xxii. Railway Receipt (RR): The receipt issued under section 65 of The Railways Act, 1989, on acceptance of goods and which entitles the consignee to take delivery of the goods at the destination Rail Terminal.
- xxiii. Rake: A train load of wagons with a prescribed composition.
- xxiv. Take-off point: The Stock Rail Joint of 'last point and crossing' at serving station, through which the rolling stock can be diverted towards a Cargo Terminal.
- xxv. Terminal Access Charges: Charges levied by Railways on rail-customers for handling of *privately-owned* rakes at 'Railway goods-sheds' and 'Cargo Terminals fully or partially on Railway land' as per the Policy, at the rates prescribed by Railways.
- xxvi. Terminal Charges: Charges levied by Railways on rail-customers for handling of *railway-owned* rakes at 'Railway goods-sheds' and 'Cargo Terminals fully or partially on Railway land' as well as on rakes at 'Cargo Terminals entirely on non-Railway land' as per the Policy, at the rates prescribed by Railways.
- xxvii. TMS: Terminal Management System of FOIS.

2. Gati Shakti Cargo Terminals

2.1 Migration Option for Existing Terminals into GCTs-

Existing Cargo Terminals governed by Private Siding or Private Freight Terminal policies or Gati Shakti Cargo Terminal policies of 2021, 2022 & 2026 shall have the option to continue with their existing Agreements, or to migrate to this policy.

2.1.1 Existing Cargo Terminals can migrate to this policy by submitting a request to the Divisional Railway Manager (DRM) of the concerned Railway division. This migration is contingent upon the:

- 2.1.1.1 Clearing of all pending Railway dues from all Cargo Terminal owned by the applicant, its subsidiaries, parent company, or sister concerns situated within that specific Railway division. And,
- 2.1.1.2 Withdrawal of all pending arbitration cases and court cases related to the existing terminal under consideration for migration.

The provisions of this policy will apply to such migrating Cargo Terminals from the date the DRM approves the request.

2.1.1.3 The migration application mandates the submission of:

2.1.1.3.1 A complete inventory of all terminals under the ownership of the applicant's company, including its subsidiaries, parent company, and sister concerns, situated within the specified Railway division.

2.1.1.3.2 A legally binding Undertaking affirming that all terminals listed are free from any outstanding Railway dues and the terminal owner is not a party to any pending court cases or arbitration cases w.r.t. terminal under consideration for migration.

2.1.1.4 The Divisional Railway will conduct due diligence to validate the claims regarding the absence of dues and legal disputes prior to approving the migration.

2.1.2 If a terminal owner disputes claims or charges levied by the Divisional Railway, they may submit a representation to the concerned Divisional Railway Manager (DRM). This representation must be made after clearing the disputed dues. The DRM will decide on the representation within two months of submission, following an examination of the facts with concurrence of associate finance.

2.1.2.1 If the DRM determine that that the claims or charges levied by the Divisional Railway were not in accordance with policy guidelines, any excess amount paid by the terminal owner will be refunded within fifteen days of such a decision.

2.1.2.2 If the terminal owner remains unsatisfied with the DRM's decision, an appeal may be addressed to the General Manager, whose decision will be final.

2.1.3 In the situation where, Railway has preferred an appeal against the order of arbitration/lower court in a higher court, and if the terminal owner agrees (through submission of an affidavit to Railway) to abide by order of such higher court where Railway has filed an appeal, migration may be permitted by the Railways.

2.2 Sidings/PFTs that have been partially commissioned (i.e. became partially operational with subsequent phases under construction, planning, or approval) prior to 15.12.2021, and whose next phase is planned for commissioning/ becoming operational after this date, shall continue to be governed by the policy guidelines under which their 1st phase was commissioned. However, as per para 1.2, such Sidings/ PFTs will also have the option to migrate to this Policy.

3. Eligibility for GCT Operators (GCTO)

3.1 The categories of applicants permitted to set-up GCTs, as GCTO, shall be as under:

Category	Supporting Documents (self-attested copies to be submitted/ uploaded)
a) Individual/ Sole Proprietorship Firm	1. PAN 2. TAN (in case of Sole Proprietorship Firm only)
b) Hindu Undivided Family (HUF)	1. PAN 2. Notarized Affidavit declaring that the signatory is the 'Karta' of the HUF and has the authority, power, and consent of other members
c) Partnership Firm	1. PAN and TAN 2. Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 3. Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm
d) Company registered under Companies Act 2013	1. PAN and TAN 2. Memorandum of Association (MoA)/ Articles of Association (AoA) 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 5. Resolution of the Directors of the Company, permitting the company to set up and/or operate a GCT

e) Limited Liability Partnership (LLP)	1. PAN and TAN 2. LLP Agreement 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the LLP
f) Registered Society/ Registered Trust	1. PAN and TAN 2. Certificate of Registration 3. Memorandum of Association of Society/ Trust Deed 4. Rules & Regulations of the Society 5. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the Society/ Trust
g) Joint venture (JV)/ Consortium	1. JV/ Consortium Agreement 2. Name and authorization of lead member (Note: On receipt of approval of Divisional Railway Manager for setting-up and/or operation of GCT, JV/Consortium shall have to convert into a legal entity – Firm/ Company/ LLP. Agreement shall be entered into by RA with the above legal entity only)

3.2 Government / semi-government agencies and statutory bodies under central / State govt. (including Development Authorities and municipal bodies) shall also function as GCTO, to set-up new Cargo Terminal(s).

4. Application and Approval Process

- 4.1 The processing of Application and approval of GCTs shall be in accordance with the time-lines given in Schedules '1' & '2' for non railway land and partially/ completely on railway land respectively.
- 4.2 The Divisional Railway Manager (DRM) of the concerned Division will serve as the Nodal Officer for all matters related to the establishment and/or operation of Gati Shakti Cargo Terminals (GCTs).
- 4.3 During the approval and construction phases of a new GCT, the Senior Divisional Operations Manager (Sr.DOM) will act as the coordinating officer.
- 4.4 Upon the commissioning of the GCT, the role of coordinating officer will transition to the Senior Divisional Commercial Manager (Sr. DCM).

5. Capital Cost of GCT

5.1 The GCTO shall bear the entire capital cost of new GCT from the take-off point onwards (to be marked on the Engineering Scale Plan (ESP)) at the serving station.

5.1.1 For the connectivity portion of a GCT that utilizes Railway land, including any land specifically acquired by the Railway for this purpose under **Clause 17.2** of this policy, only the minimum essential infrastructure required for train movement will be provided at the GCTO's expense. This essential infrastructure, may include track (including necessary bridges and earthwork), Overhead Equipment (OHE), and Signalling & Telecommunication (S&T) equipment as detailed in FM Circular 21 of 2024, (Annexure-B). Any other assets needed for the connectivity that are not directly related to track, signalling, or OHE will be constructed by the Railway at its own cost. In case of any dispute, the decision of DRM shall be final in this regard.

- 5.1.2 The ownership of infrastructure including the track, signalling equipment and OHE created on Railway land under para 5.1.1 above shall belong to Railway, even though the capital cost for these shall be borne by the GCTO.
- 5.1.3 For migration of existing Terminals to this new policy, the GCTO will be required to transfer the ownership of assets (track, OHE and signalling equipment) created on Railway land to Railway free of cost. The cost of up-gradation of assets (if required) to the desired standards, at the time of transfer of ownership to Railway, shall also be borne by the GCTO and the minimum infrastructure required for this purpose shall be decided by Divisional Standing Committee as per guidelines prescribed under FM Circular 21 of 2024 (Annexure 'B') i.e. provision of minimum infrastructure for developing a GCT.
- 5.1.4 Railway shall not levy any Departmental Charges for supervision, inspection and related activities, for the construction of GCT. However, for the terminal where the construction work is done on deposit basis, then all dues charges shall be payable as per the extant deposit work policy. For the terminals already under construction, the charges payable till the date of launch of the GCT policy (i.e. 15.12.2021) shall be paid by the applicant. Departmental charges already paid by the applicant shall not be reimbursed/ adjusted.
- 5.2 The capital cost for all common-user traffic facilities-CUF (to be marked on the ESP) as defined at para 1.2(viii) shall be borne by the Railway. Common-user facility (CUF) can be developed at serving station or at any other location / other than the serving station on railway land (before the take off point), as deemed necessary by the DRM for the smooth train operation. While deciding the CUF, due care may be taken by the division that unwanted facilities not be treated as CUF. For the sake of clarity, only those facilities which are essential for improving the train mobility must be covered under CUF.
- 5.2.1 Zonal Railway shall ensure adequate availability of funds to ensure timely completion of common-user traffic facility works as defined above, so that commissioning of GCTs is not delayed.
- 5.2.1.1 For common-user traffic facility works requiring substantial investment (such as RoRs, Grade Separators, etc.), the concerned division shall seek sanction under the relevant Plan Head and execute the work. *However, if the sanction and execution by the division is likely to get delayed which may impact the commissioning of terminal, the procedure outlined in para 5.2.2, 5.5.1 & 5.5.2, may be followed with the approval of DRM.*
- 5.2.2 The GCTO owner, in order to expedite commissioning of his Terminal may also opt for bearing the cost of common user traffic facilities that is to be normally borne by Railways, subject to the condition that:
- 5.2.2.1 Work shall be executed through Railway's approved consultant/contractors.
- 5.2.2.2 Ownership of such assets will remain with Railways.
- 5.2.2.3 The detailed estimate shall be prepared and vetted by the relevant Division only in instances where the project involves common user facility works.
- 5.2.3 An amount equivalent to ten percent (10%) freight discount only on the total goods traffic handled (*inward as well as outward*) in the GCT shall be *reimbursed* to the GCTO in lieu of bearing the capital cost for common-user traffic facilities. This reimbursement of capital cost to GCTO shall be done after due verification

from the Accounts department of the concerned Division – and shall be for a period of ten years or till the recovery of capital cost, whichever is earlier.

- 5.3 Maintenance and operation of assets created under para 5.2 above for common-user traffic facilities on railway land including staff costs, shall be the responsibility of the Railway.
- 5.4 The capital expenditure required for augmenting or up-grading the facilities and infrastructure on the connectivity portion from take-off point onwards towards Terminal and within the premises of Terminal shall be borne by the GCTO.
- 5.5 The connectivity to GCTs 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, provision of a Block Hut/ Block station (between two existing stations) with required points & crossings and necessary signalling arrangements may be considered, provided it is operationally feasible. This will be done on the request of GCTO.
 - 5.5.1 In such cases, the entire capital cost of the new Block Hut/ Block station and related infrastructure shall be borne by the GCTO. However, ownership of the same shall remain with the Railway.
 - 5.5.2 However, for new GCTs planned to load one million Tonne or more (outward and inward traffic) per annum, the capital cost of new Block Hut/ Block Station will be repaid to the GCTO by Railway.
 - 5.5.2.1 The repayment of capital cost of the new Block Hut/ Block station will be made by Railway through 10% rebate on the outward traffic loaded at the Terminal and in case of inward traffic handled at the terminal reimbursement equivalent to 10% rebate will be made, till such time the capital cost has been repaid to the GCTO.
 - 5.5.2.2 The repayment of capital cost will be done only if the Terminal achieves the target of Freight handling (Inward as well as Outward) of one million Tonne per annum within two Calendar Years of commissioning (excluding the year of commissioning). For example, if a GCT commissioned during calendar year 2026 achieves one million Tonne loading during calendar year 2028, then the repayment of capital cost of new Block Hut/ Block station (through 10% rebate on outward traffic) shall start from 01st April 2029.
 - 5.5.2.3 This repayment shall be made for the investment made by the GCTO on behalf of Railways. As such, this repayment through freight rebate shall be admissible over and above all other rebates that the GCTO may become eligible for in future.
 - 5.5.2.4 This provision of repayment shall be applicable only for GCTs for which Agreement between RA and GCTO has not been entered into till the date of issue of this Policy.
 - 5.5.2.5 If the GCTO is not the consignor / consignee at any such terminal, an amount equal to 10% rebate on the outward / inward traffic shall be reimbursed to the GCTO. The tax liability, if any, for such reimbursement shall lie with the GCTO. The total amount so reimbursed to the GCTO, including the applicable taxes, shall not exceed the amount mentioned in the above para 5.5.2 and its sub-paras.
 - 5.5.3 The cost of operation and maintenance of such Block Hut/ Block station shall be borne by the Railway w.e.f. the date of issue of this policy. However, for existing

Terminals (where PFT/Private Siding Agreement has been entered into between Railway Administration and operator before the issue of this Policy) where cost of operation and maintenance of such Block Huts/ Block stations has already been deposited by the GCTO, there shall be no refund. Further, dues of operation and maintenance cost of Block Hut/ Block station, if any, pending as on the date of issue of this policy shall be payable by GCTO.

6. Security of Assets

6.1 The responsibility of security of railway assets over Railway land shall be of Railways. However, the responsibility of security of railway assets outside Railway Land or on land leased/ licensed to GCTO shall be of GCTO.

6.1.1 In case of theft of any railway asset on non-Railway land or railway land leased/ licensed to GCTO, the maintenance of which is with Railway, the restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

6.1.2 In case of theft of OHE including OHE on non-Railway land or railway land leased/ licensed to GCTO, restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

7. Maintenance of Assets

7.1 Maintenance of assets on Railway land (excluding the Railway land leased/ licensed to GCTO), including Track and Signalling Equipment installed on Railway land under para 5.1.1, shall be done by Railway at its own cost.

7.2 Maintenance of OHE from the take-off point onward including inside the Terminal shall be done by Railway at its own cost – as this involves safety of men and equipment, and can also impact rail operations outside the Terminal boundary.

7.3 In addition to above, the maintenance of assets (track, bridges, signalling equipment, etc) on non-Railway land including the land leased/ licensed to GCTO, *outside the Terminal*, may also be done by Railway at its own cost if the GCTO transfers the ownership of these assets to Railway (the ownership of land on which such assets are created shall however continue to be with GCTO). Provided further, this provision shall be applicable only to those GCTs where freight tariff is charged on 'through distance basis.'

7.3.1 In case maintenance of assets, including Track and Signalling Equipment, is being handed over to Railways on migration to this policy by GCTO, the GCTO will ensure that the standards of track and signalling infrastructure being transferred to Railway is in accordance with the prescribed standards for GCTs, as decided by Railways. If any up-gradation/ replacement/ renewal of any infrastructure is required, the GCTO shall bear the cost for the same.

7.3.2 In case of damages to the assets due to accident, etc, the replacement shall be done by Railway. However, if the responsibility of accident, after Enquiry (joint enquiry by representatives of Railway as well as GCTO), is fixed on the GCTO – the GCTO shall have to bear the cost of all the replacements. The decision of the Nodal Officer, i.e. DRM, in this regard shall be final.

7.3.3 In case the damage to assets is due to an external cause (floods, breaches, terrorist activity, etc), the cost of restoration shall be borne by the GCTO.

7.3.4 If the GCTO does not agree to transfer the ownership of assets (track, bridges, signalling equipment, OHE, etc) to Railway or freight tariff is not chargeable 'on

through distance basis'; the maintenance of these assets – except OHE – shall continue to be the responsibility of GCTO.

7.3.4.1 Railway shall be entitled to conduct periodic inspections of such GCTs being maintained by the GCTO, for which Inspection Charges will be levied as per the prescribed norms.

7.3.4.2 GCTO may also get the maintenance done through Railway for such Terminals, in which case Maintenance Charges shall also be levied as per the prescribed norms.

7.3.5 The maintenance of GCT yard, including loading/ unloading lines, shall be the sole responsibility of GCTO. Distribution of the responsibility of track has been explained in Schedule '4'.

7.3.6 At such GCTs, Railway shall maintain the signalling equipment till the line-clear/ receipt-despatch arrangement with serving station(s), at its own cost. Maintenance of signalling equipment internal to the Terminal shall be the sole responsibility of the GCTO.

7.4 The cost of all subsequent up-gradations (on account of change of technology, standards, etc) shall be borne by the GCTO.

7.5 Maintenance of all the infrastructure and equipment inside the GCT which are not to be accessed by Railways' rolling-stock, and maintenance of infrastructure required for loading/ unloading (tipplers, hoppers, etc) shall be the responsibility of GCTO.

7.6 Schedule '4' indicates the ownership and responsibility for maintenance of assets for a GCT.

8. **Cost of Electrification**

8.1 In case of new GCT, the entire cost of electrification of the Terminal and the connectivity portion between take off point and GCT, shall be borne by the GCTO.

8.2 While undertaking electrification of main line and serving station by Railways, the electrification of the existing GCT(s) including the rail-line connecting the Terminal(s) shall be undertaken at the Railway's cost.

9. **Handling of Wagons in GCTs:**

9.1 If any damage and deficiencies is caused to railway wagons due to the fault of the GCTO, the damage and deficiency charges shall be raised by Railway and paid by the GCTO as per the extant rules of Railways.

9.2 All tipplers and bulk handling systems used for loading/unloading of Railway wagons shall be provided and commissioned by GCTO at its own cost in accordance with the RDSO's approved specifications. This provision shall however not be applicable on the systems/ equipment installed by GCTO which are not to be used for handling Railway wagons (such as conveyor-belts, JCBs, excavators, etc).

9.2.1 GCTO shall ensure that tipplers, bulk handling systems, and mechanized equipment are operated only by the qualified and experienced staff under adequate supervision.

9.2.2 Such equipment shall be regularly maintained and replaced at the end of their codal life by GCTO at its own cost.

9.2.3 In case of any accident/ derailment inside the Terminal or outside the Terminal up to serving station, Railway will provide Accident Relief Train (ART) initially

free of cost. Provided further, if the responsibility of accident/ derailment after enquiry is fixed on the GCTO, ART Charges shall be payable by GCTO as prescribed by Railway from time to time. The due Charges will be deducted from the future payments by Railway to GCTO. However, in case no regular payments are being made by Railway to GCTO, on demand from Railway, the GCTO shall pay ART Charges to Railway without any delay.

- 9.2.4 The accident inquiry as mentioned in para 9.2.3 above shall be conducted by the Railway representatives nominated by DRM. Joint observation for the accident inquiry will be signed by the representative nominated by GCTO. The accepting authority of the Inquiry Report shall be as per extant policy of Indian Railways, whose decision shall be final and binding on GCTO.

10. C&W Maintenance Facilities

- 10.1 If C&W facilities are operationally required at any GCT as per the extant instructions, the capital cost for creating such facilities shall be borne by the GCTO. The regular upkeep, maintenance, any upgrade(s) and replacement of the C&W infrastructure and associated facilities (including tools, machinery, and plants), as per extant norms, shall also be the responsibility of the GCTO. The operational cost of staff, material and associated expenses for Railway-owned Rolling stock shall be borne by Railway. For private rolling stock, operational cost of staff, material and associated expenses shall be borne as per the applicable provisions of the extant agreement under various wagon investment schemes.
- 10.2 For GCTs dealing with POL and other hazardous material, specialized facilities shall be developed and maintained by the GCTO at its own cost, both inside the Terminal and in the Railway yard, as required. All such facilities shall comply with applicable environmental and safety-related statutory and regulatory norms (including PESO, PNGRB, SMPV Rules, and other mandated safety regulations) to ensure safe handling and to prevent any untoward incident.

11. Authorized Users

- 11.1 GCTO shall inform Railway about the authorized rail users of the GCT before notification, so that they may be incorporated in the TMS module of FOIS.
- 11.2 If the GCTO desires to add more rail users subsequently, GCTO shall inform Railway at least seven (07) working days in advance, to enable incorporation of such rail users in FOIS.

12. Commodities Permitted

- 12.1 Unless otherwise specified by Indian Railway, a GCT shall be permitted to book and handle all parcel (*full parcel rakes only*) and goods traffic – including coal and coke, which shall be as per the guidelines of 'preferential traffic schedule' issued by Ministry of Railways from time to time.

13. Engine-on-Load (EOL) Scheme

- 13.1 All new GCTs shall be set up on 'charging on through distance basis,' as per the instructions contained in Rates Master Circular on 'Freight on Through Distance Basis' issued on 24.09.2014, as modified from time to time.

- 13.2 All new GCTs charged on through distance basis shall be governed by the Engine-on-Load policy (FM Circular No.16 of 2023 dated 13.12.2023), as modified from time-to-time.
- 13.2.1 Railway may permit commissioning of a new GCT (or migration of an existing terminal to this policy) on non-EOL and/or non-through distance basis with the approval of DRM, if these are not operationally feasible.
- 13.2.2 If a new GCT/ existing terminal migrating to GCT, is approved on non-through distance basis- then the maintenance of assets on non-Railway land (except OHE) - shall continue to be responsibility of GCTO (as per provision of para 7.3.4 of this policy).
14. **Charging of Commercial Staff**
- 14.1 No cost of commercial staff will be charged from the GCTO w.e.f the date of issue of this policy. However, for existing Terminals (*where PFT/ Private Siding Agreement has already entered into between RA and operator before the issue of this Policy*) where cost of commercial staff has already been deposited by the GCTO, there shall be no refund on migration to the GCT. Further, dues of commercial staff cost pending, if any, as on the date of migration shall be payable by GCTO.
15. **Provision of Weighbridge**
- 15.1 All GCTs planning to deal with outward cargo (loading) shall have a provision of at a suitable location (as per extant guidelines of Ministry of Railways) inside the Terminal. The Weighbridges shall comply with OIML (International Organization of Legal Metrology) document (available at <https://www.oiml.org/en/files/pdf/r/r106-2-e12.pdf>) and the latest RDSO specifications.
- 15.1.1 Provision of Weighbridge shall not be essential for GCTs dealing with inward cargo (unloading) only. Provision of Weighbridge shall also be exempted for GCTs handling 'Motor Vehicles only' loaded on Automobiles wagons. However, the guidelines issued vide RMC / Weighment /2019/0 shall remain applicable, as amended from time to time.
- 15.1.2 If a GCT without a Weighbridge plans to start loading, the GCTO shall make arrangement for provision of a Weighbridge as per the provisions of the Policy. DRM, in consultation with CFTM of the Railway, may, however permit loading at a GCT (if operationally feasible) - by nominating an alternative Railway weighbridge for weighment of rakes, awaiting installation of Weighbridge, for a period of up to six months at a time from the date of start of such loading, duly recording the reasons for the same.
- 15.2 GCTO shall bear the cost of procurement (inclusive of the requisite warranty and a post-warranty comprehensive Annual Maintenance Contract (AMC) till the end of codal life/replacement on condition basis), installation, and replacement of the Weighbridge at the end of its codal life/replacement on condition basis. GCTO shall also bear the cost of weighbridge house, weighbridge siding, and related infrastructure.
- 15.3 GCTO shall get the weighbridge certified by the Weights & Measures department of the state government, and shall comply with all the applicable statutory and legal requirements.
- 15.4 GCTO shall bear the cost of installation & operation of Weighbridge, and the cost for its linking with FOIS.

- 15.5 RR will be issued on the basis of weighment within a GCT as per the extant instructions provided vide Rates Master Circular/Weighment/2019/0 dated 25.07.2019 and other applicable instructions of Railways, as modified from time to time.
- 15.6 Whenever the Weighbridge goes out of order, it shall be put right by the GCTO within three days, failing which a penalty of Rs 4,000/- per day or part thereof for the next ten days, and Rs 8,000/- per day or part thereof thereafter, shall be imposed.
- 15.7 Any other issue pertaining to installation, commissioning, maintenance, and functioning of Weighbridge at a GCT, not covered under this policy, shall be governed by the provisions contained in Rates Master Circular No. RMC/Provision of Weighbridge/2019/0 dated 11.07.2019, as modified from time to time and other related instructions issued by Railway Board from time to time.
- 15.8 No extra free-time will be provided for weighment at a Weighbridge inside a GCT.
- 16. Installation of FOIS and TMS**
- 16.1 FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the GCT – at the cost of GCTO. All RRs will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by Railway at its own cost.
- 16.1.1 Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.
- 16.1.2 GCTO, at its own cost, shall provide all facilities (including room with necessary infrastructure for office activities, furniture, electricity, hardware, network connectivity, telephone, etc) for installing FOIS terminal in the GCT, for issuing of RR and/or taking delivery of consignment.
- 17. General Conditions**
- 17.1 Applicant/ GCTO will be solely responsible for – (a) arranging/ acquiring/ ownership/ lease/ licensing of non-Railway land for the development of GCT; (b) all statutory and non-statutory clearances from other government departments and statutory bodies; and (c) payment of all charges, taxes/ GST, surcharges, cess, levies, etc, related to transportation and handling of cargo.
- 17.2 For GCTs being developed entirely on non-Railway land, the portion of land required for linear connectivity of GCT with the serving Railway station may be acquired by Railway Administration on the specific request of applicant/ GCTO and at the cost of the applicant/GCTO, under the 'Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013' / 'The Railway Act, 1989'.
- 17.2.1 An estimate of the cost of the land, prepared by Railway Administration in consultation with the Land Acquisition Officer, will be presented to the applicant, who shall deposit the amount before any further action is initiated for the acquisition of land. The applicant shall also agree to pay on demand such excess cost, if any, as may be incurred for the acquisition of this land.
- 17.2.1.1 The applicant shall also agree to compensate Railway if any extra cost is incurred by Railway arising out of such acquisition, even after commissioning of the Terminal.
- 17.2.2 Ownership of the land so acquired will vest with Railway, and the applicant for the Terminal shall have no right or claim thereto.
- 17.2.3 The entire cost of Railway infrastructure to be developed on such portion of acquired land will be borne by the GCTO, however the ownership of assets so

created on such land will rest with Railway. Railway will reserve the right to grant connectivity to other Gati Shakti Cargo Terminal(s) taking off from the track passing over this land.

17.3 Unless otherwise mentioned in this policy,

1. Existing 'Commercial and operation rules' as applicable on a Goods Shed for booking, supply and delivery of goods shall be applicable at GCTs on railway land.
2. Existing 'Commercial and operating rules' as applicable for a private siding for booking, supply and delivery of goods shall be applicable at GCTs on non railway land'

17.3.1 All GCTs are required to function round the clock on all days, including Sundays and other holidays.

17.4 The GCTO shall be responsible for clearance of all Railway dues, including demurrage charges, accrued within the GCT.

- (i) Each case of stabling of a rake on IR network exclusively for want of acceptance by a GCT will be recorded as on instance of non-acceptance. When any rake is stabled on IR network for want of acceptance by a GCT or for reasons attributed to GCTO, Stabling Charges will be levied.
- (ii) The rate of Stabling Charges shall be as per Para 6.0 (Chapter I) of Rates Master Circular/Demurrage-Wharfage Waiver/2016 (as modified from time to time).
- (iii) Further, in situation of congestion involving stabling of rakes for acceptance by a GCT, Railway Authorities will be authorized to impose loading restriction or quota for an appropriate duration for such a GCT.

17.5 The cost of electricity/ diesel consumed by Railway locomotives shall be borne by Railway.

17.6 The GCTO shall provide at his own cost the level-crossings and ROB/ RUB/ LHSs for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.

17.6.1 All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.

17.6.1.1 If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.

17.6.2 Maintenance of level-crossings falling on the track being maintained by Railway shall be done by Railway at its own cost; while maintenance of level-crossings falling on the track being maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule '4').

17.7 Railway shall reserve the right to grant connectivity to another GCT(s) from the connectivity portion of track, either on Railway land or on non-Railway land, subject to operational feasibility and consideration that the traffic to/from the initial GCT is not disrupted. On receipt of such proposal, Sr. DOM will first assess if adequate capacity is available for handling traffic of subsequent GCTO. The proposal will be processed only if adequate capacity is available and commissioning of an additional GCT is not likely to impact the traffic of the existing GCT. However, permission to grant connectivity to subsequent GCT shall be given by Divisional Railway Manager if initial GCTO and subsequent GCTO make necessary agreement themselves for sharing the cost and give their consent to Divisional Railway Manager, failing which, the decision of the Divisional

Railway Manager will be conclusive and binding on the Applicant as per the mechanism shared below:-

17.7.1 Such portion of the cost originally paid by the initial GCTO to the Railway, in respect of sub-grade works, and

17.7.2 The proportionate present market value of land.

The following illustration demonstrates the cost sharing mechanism:

ILLUSTRATION :

Illustration for calculation of proportionate capital investment and land value as per following example, :		
FOLLOWING FACTORS ARE ASSUMED FOR ILLUSTRATION		
(A)	(i) Length of connectivity portion passing through the Railway land (assumed)	500 mt.
	(ii) Length of connectivity portion passing through the private land (i.e. GCTO land) – (assumed)	10 Km
	(iii) Total connectivity length	10.5 Km
(B)	(i) Expenditure (capital cost) incurred by initial GCTO for construction of lead line connectivity of 10.5 Km (as per approved ESP)	Rs. 21,00,000
	(ii) Capital cost per km comes out (B) / (A)	Rs. 2,00,000
(C)	(i) Assumed subsequent GCT seeks take off from after km length	4 Km
	(ii) Where Railway land connectivity falls on	500 Mt.
	(iii) And, connectivity on private land falls on	3.5 km
	(iv) Total private land involves on 3.5 km length	300000 Sq ft
(D)	Assumed present market value of land (as per prevalent circle rate)	Rs. 1000 / Sq ft
CALCULATION OF PROPORTIONATE VALUE OF CAPITAL INVESTMENT AND LAND		
(E)	Proportionate value of capital cost (upto take off point of subsequent GCTO i.e. 4 km in this case) – $(C(i) \times B(ii) / 2)$	Rs. 4,00,000/-
(F)	Proportionate value of land (excluding Railway land involve) – $C(iv) \times D / 2$	Rs. 150,000,000/-
	Total amount to be paid by subsequent GCTO to initial GCTO	Rs. 150,400,000/-

Note:- Connectivity to a subsequent GCT from the connectivity portion of existing sidings / PFTs shall be governed by the their relevant policy / agreement.

On approval of connectivity by Railway to subsequent GCT, cost of the capacity enhancement works/traffic facilities up-gradation, if required to support the traffic of both terminals (as decided by the DRM), shall be borne by the GCT to whom connectivity is being subsequently granted. However, in case traffic facilities up-gradation/ capacities enhancement work is required in future, capital cost of the same shall be shared by both GCTs according to the increase/ expected increase in traffic handled by them, as decided by DRM.

For maintenance of Assets falls on common connectivity area (where GCTO does not agree to transfer the ownership of assets to Railway as per provision under para no. 7.3.4) shall be the responsibility of both the GCTOs and cost of the same shall be shared as per the proportion of traffic handled by them.

17.8 GCTO shall be responsible to provide and maintenance of CCTVs at loading /unloading points of terminal and will provide footage of the same to Divisional Railway Authorities,as and when required.

18. Agreement

- 18.1 An Agreement for GCT shall be signed before the issue of commercial notification and operation of the GCT by Railway. Sr.DCM of the concerned Division shall be the signatory of the Agreement.
- 18.2 For existing Terminals migrating to this Policy, the period of Supplementary Agreement (to be signed as per the provisions of this Policy) shall be co-terminus with the existing Agreement.
- 18.3 The mechanism of dispute resolution shall be as per Schedule '4'.

19. Termination of the Agreement

- 19.1 Subject to the provisions in the Agreement, Divisional Railway Manager (DRM) may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.
- 19.2 Before terminating the Agreement, Sr.DCM with approval of DRM shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by Sr.DCM with the approval of DRM. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by Sr.DCM to GCTO. No termination payment shall be made by Railway to the GCTO.
 - 19.2.1 If the GCTO submits a reply within 180 days, DRM will take further course of action on the merit of the case.
- 19.3 The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the Divisional Railway Manager (DRM) in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to Railway as laid down in this policy, or for any other reason internal to the GCTO. No termination payment shall be asked by Railway from GCTO.
- 19.4 Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under schedule '4' of this policy.

Approval Process for Gati Shakti Multi-Modal Cargo Terminal being set-up Entirely on Non-Railway Land

1. For granting approvals to the proposals for setting-up GCT(s) entirely on non-Railway land, there will a standing Committee at each Division, comprising of:

Chairperson: DRM
Convener: Sr.DOM
Members: Sr.DCM
Sr.DEN/Coordination
Sr.DEE/Traction Distribution
Sr.DSTE

The members of the above Committees shall be by designation and in absence of the incumbent, the officer looking after or the link officer shall discharge this function.

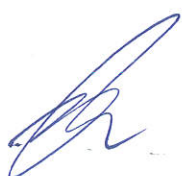
2. The applicant will be required to submit application to the DRM through on-line mode, along with Application Fee (non-refundable) of Rupees Twenty Thousand (Rs 20,000/-) only plus GST, as applicable. The on-line application shall essentially contain the following details:
 - 2.1 Details of the applicant – Name and designation of the authorized personnel, along with the details mentioned in para 3.1 of the Policy.
 - 2.2 Concept plan, duly indicating the location and sketch of the proposed Terminal and proposed connectivity with the serving station.
 - 2.3 Traffic projection (including commodities, expected volume per year, expected number of rakes per year, and types of stock to be handled).
3. On receipt of the application, the officials of Engineering, Operating, Signalling and TRD (where section is electrified or already approved for electrification) will conduct a joint survey of the location, and will submit a feasibility report to the DRM, within fifteen (15) days.
4. If providing connectivity to the proposed Terminal is technically and operationally feasible (as per joint location survey), In-principle Approval (IPA) will be granted to the applicant with the approval of DRM – within twenty (20) days of the receipt of the application.
 - 4.1 The feasibility report shall also indicate the additional common-user traffic facilities required/ to be created at the station (on the basis of traffic projection), and inform the applicant for inclusion of the same in Engineering Scale Plan (ESP).
 - 4.2 If providing connectivity is technically and/or operationally not feasible, reasons for the same will be communicated to the applicant within twenty (20) days. Applicant can re-submit the proposal with suitable modifications without re-submitting the Application Fee, which will be examined afresh duly considering other approvals granted in between (if any) from the same serving station.
5. Within four (04) weeks of the receipt of IPA, the applicant will submit details of the project along with Engineering Scale Plan (ESP) of the serving station/ new Block Hut/ Block station to the DRM. The ESP must clearly marked common user facilities, take-off at the serving station, connectivity portion and terminal area. In case of non submission of ESP by the applicant within six (06) week, DRM may cancel the IPA or may extend the time-lines as given under para 16 of schedule-I.

Details of the project shall also be submitted on-line, which shall consist of:

- 5.1 Details of the ownership of land (if land is not owned by the applicant, lease-deed should be available)

- 5.2 Location and details of Weighbridge (if required)
- 5.3 Details of the cargo handling mechanism inside the Terminal (manual, hopper, tippler, etc – as the case may be)
- 5.4 Standard Layout chosen for the Terminal
- 5.5 Alignment and L-section of connectivity line from take-off point to GCT including location of bridges, Low-height Subways (LHS), Level-crossings (LC), etc..
- 5.6 Specification the materials to be used -- by taking into consideration the guidelines given under FMC no. 21 of 2024 (**Annexure –‘B’**).
6. Various standard layouts will be provided by Railways, and the applicant will be free to choose any of these standard layouts as per his requirements. Applicant may also decide to adopt a different layout, for which the diagram will have to be uploaded on the on-line portal along with details of the project. (Standard layouts are provided as **Annexure ‘A’** of this Policy.)
7. The Standing Committee at the Division will examine the proposed ESP and other details. If the ESP is found acceptable, it will be signed by all members of the Committee and forwarded to Headquarters office for approval Chief Engineer/Planning& Design (CE/P&D) within two (02) weeks of its receipt from the applicant.
 - 7.1 If any shortcomings are noticed in the ESP, it will be communicated to the applicant within two (02) weeks for necessary corrections/ alterations. All the objections/ corrections will be communicated in a single instance to obviate the need for repeated corrections/ alterations.
8. Zonal HQ (CE/P&D) will examine and give their approval within two (02) weeks from the date of receipt of ESP from Divisional office. As soon as the approved ESP is received in Division office, the applicant will be accorded approval to commence the construction (as per the approved ESP) on submission of Security Deposit as per para 10 below.
9. **Security Deposit** –The applicant will be required to submit a Security Deposit of Rs ten (10) lakh only, which shall be refunded on the date of commercial notification of the GCT.
 - 9.1 In case of non-fulfilment of certain conditions, necessary adjustment shall be made from the security deposit (if required), and the remaining amount shall be refunded.
10. Any changes in ESP, post-approval, shall be permitted only under unavoidable technical consideration, and shall require the approval of the CE/P&D of the Zonal Headquarters.
 - 10.1 Any changes in ESP proposed by the applicant shall be processed as per para 7 & 8 of this Schedule.
11. After the ESP has been approved and the applicant has been given approval to commence construction of the Terminal, Railway will process for preparation and approval of Signalling Interlocking Plan (SIP). Concerned HOD of the HQ/S&T department will ensure that this process is completed within 4 weeks of receipt of ESP approval from CE/P&D. Other relevant signalling technical drawings to follow in consultation with the applicant.
12. The Railway land to be used for providing connectivity to a GCT (on non-Railway land) shall not be leased/ licensed to the GCTO. This land shall remain in the possession and control of Railway, and the infrastructure (track, signalling equipment, and OHE) developed on this land, though funded and constructed by the GCTO, shall also be owned by Railway – as per the provisions of para 5.1.2 & 5.1.3 of this Policy.
 - 12.1 For the existing Terminals located on non-Railway land where Railway land has been leased/ licensed for providing connectivity, the existing Private Siding/ Private Freight Terminal Agreement in between the Operator and Railway shall be modified as per the provisions of this Policy.

13. If the applicant fails to commence construction within six (06) months of the grant of approval, or fails to complete the construction within twenty-four (24) months of the grant of approval, Railway reserves the right to put the approval in 'abeyance,' and reserves the right to approve connectivity for other GCT(s) on the same alignment. Division may further take a call to withdraw such proposals, if there are sufficient reasons which indicate that the project is not getting processed or hindered other projects. Decision of DRM in this regard will be final.
- 13.1 If the applicant approaches Railway for reviving the approval kept in 'abeyance,' the request will be considered keeping in view the other approvals granted by Railway in the intervening period. The decision on such a case will be communicated within fifteen (15) days of receipt of such request.
14. For GCTs being developed entirely on non-Railway land, Railway will levy Terminal Charges for each rake handled (as per the applicable guidelines), which will be reimbursed to the GCTO.
- 14.1 No Terminal Charges shall be levied on cargo for which GCTO himself is the consignor and/or the consignee.
- 14.2 No Terminal Access Charges will be levied for rakes of privately-owned wagons when handled at GCTs built entirely on non-Railway land.
15. After the grant of IPA, if the applicant fails to adhere to the prescribed time-lines or there are any delays on behalf of the applicant, extension may be granted with the approval of DRM – considering the merit of the case. The total duration of such extension(s) shall not exceed 12 months and not more than 6 months in one go.
- DRM while deciding such cases should consider overall position of the project, investment made and difficulties in execution of work.
16. The period of Agreement for new GCTs on non-Railway land shall be fifty (50) years, which may be extended further as per the provisions applicable at the time of such extension.



Procedure for Gati Shakti Multi-Modal Cargo Terminals to be Set-up 'entirely/ partially' on Railway land

1. For setting-up new GCT(s) entirely on Railway land, Division(s) will identify spare-able land parcels, including the operational-cum-technical feasibility for setting-up GCT thereon and potential of traffic. The size of land parcel to be offered for setting-up of a GCT shall be decided with the approval of DRM.
 - 1.1 On the basis of potential for traffic, Railway may also identify land parcels where GCT may be constructed partially on Railway land and partially on non-Railway land.
 - 1.1.1 Such land parcels (where GCT may be created partially on Railway land and partially on non-Railway land) may also be identified/ ear-marked on the basis of requests from prospective Operators, after inviting an Expressions-of-Interest.
 - 1.2 Poorly patronized railway assets like a goods shed (handling not more than 12 rakes in the preceding 12 months), railway sidings, loop lines etc. can also be considered for redevelopment, if a potential bidder proposes to transform such an asset into a GCT. The process would involve de-notifying the goods shed/railway siding/loop line as per current regulations, followed by a formal tendering procedure.
 - 1.2.1 For cases falling under para 1.2 above, along with the conditions mentioned in para 9 of this schedule '2', the selected bidder has to pay the present cost of Railway assets, determined using a straight line depreciation method, to the Railway before taking the land for construction. Further, for the railway land allotted along with the assets, shall be leased to GCTO and land lease charges shall be levied as per terms and conditions mentioned under para 14.0 of schedule '2'.
2. Division will identify/ determine the minimum infrastructural facilities required at the Terminal on the basis of expected traffic.
 - 2.1 For GCTs to be developed entirely on Railway land, the size of land parcel should be sufficient for creation of the identified infrastructural facilities.
3. Selection of GCTO shall be made on the basis of open tender. In addition to the conditions mentioned in para 3 of this Policy, the eligibility for participating in tenders for GCTs on Railway land (entirely or partially) shall be as under:
 - 3.1 Applicant shall have at least two years' experience in manufacturing, transportation, or logistics and related business;
 - 3.2 Net worth of the applicant shall be at least fifty percent (50%) of the estimated cost of construction (as per the minimum infrastructural facilities determined by the Division);
 - 3.3 For GCTs planned to be developed partially on Railway land and partially on non-Railway land, the bidder should have acquired the right on land (of sufficient size) contiguous to identified land parcel – either through ownership, or through lease, or through consent-letter(s) from actual land-owner(s) duly indicating their willingness to provide land to the bidder in case the contract is awarded to him.
4. While inviting tender, Divisional Railway Manager will clearly specify restricted commodities, if any, which will not be permitted to be handled at the GCT.
5. The Tender Committee shall comprise Sr.DCM (convenor), Sr.DFM (finance member), and Sr.DEN (third member). ADRM nominated by the DRM shall be the Tender Accepting Authority.
6. Earnest Money for participation shall be 10% of the estimated project cost (excluding the cost of land) of the Terminal. For the successful bidder, this Earnest Money shall be converted into Performance Guarantee, while the Earnest Money for unsuccessful bidders shall be refunded.

- 6.1 The Performance Guarantee shall be refunded in full, six months after the commissioning of the Terminal – subject to clearance of all pending dues of Railway by the GCTO.
- 6.2 If the successful bidder fails to start or complete the construction of GCT within the stipulated time (including the extensions granted by Competent Authority, if any), the Earnest Money shall be forfeited; and the Railway land shall revert back to Railway on as-is-where-is basis.
7. Two-packet single-stage tendering system shall be adopted. In the first packet, bidders will be evaluated on the following criteria:
- 7.1 Whether the bidder fulfils the minimum eligibility conditions, as stipulated in para 3 above of this Schedule '2';
- 7.2 Whether the proposed plan (of GCT) fulfils the minimum infrastructural facilities decided by the Division (which shall be clearly defined by the Division while inviting tenders).
8. All the bidders who fulfil the above criteria shall qualify for opening of the second packet – the financial bid.
9. Bidder will be required to quote the percentage in share of Terminal Charge and Terminal Access Charges (TC / TAC) which they will claim from the Railway for all traffic handled at the Terminal. Eligible bidder asking for the minimum %share or claiming least share of TC / TAC will be awarded the contract, where the quoted % rates will be evaluated as follows:

Illustration -

- (i) If a bidder quotes 100%, it shall mean in effect that bidder claims to be allocated 100% of the TC and TAC amount and IR will retain 'Nil' share of the TC/TAC.
- (ii) If a bidder quotes 1-99% e.g. 10%, it shall mean in effect that Bidder claims to be allocated 10% of the TC/TAC amount, as GCTO share; and remaining 90% being allocated to the IR.
- (iii) If a bidder quotes "0 (Nil)%", it shall mean in effect that Bidder claims to be allocated 'Nil' share in TC/TAC amount, as GCTO share.
- (iv) If a bidder quotes in negative, e.g. (-)30%, it means that entire 100% of TC and / or TAC will be retained by IR. Over and above, the GCTO will pay an amount equivalent to 30% of TC and / or TAC to IR.
- (v) Thus, if five bids are received with quotes 100%, 30%, 0%, -20% and -40%; in such case, -40% is the minimum bid, and this bidder shall be awarded the contract.
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- 9.1 In case of two (or more) eligible bidders quoting the same percentage, decision to award the contract shall be taken through the draw of lots.
- 9.2 Railway Board reserves the right to change the bidding parameter for the GCTs under Schedule-2 to promote the Rail freight.
10. For GCTs established entirely or partially on Railway land, Railway will levy Terminal Charges and Terminal Access Charges similar to those being levied on Railway goods-sheds. These Terminal Charges and Terminal Access Charges will be shared with the GCTO according to the quoted bid percentage (as mentioned in para 9 above of this Schedule '2').
11. After issue of the Letter of Allotment, the procedure and time-lines – for submission and approval of ESP and other related activities – in accordance with Schedule '1' shall be followed.
12. Successful bidder shall commence construction within three (03) months of the grant of approval of construction or handing over the railway land (whichever is later) and complete construction within eighteen (18) months of the grant of approval or handing over the railway land (whichever is later). If the bidder fails to adhere to the prescribed time-lines, one extension may be granted with the approval of DRM, up to a maximum of Six months – considering the merits of the case.

- 12.1 Under exceptional circumstances beyond the control of the bidder and also considering investment already made by the applicant, DRM may grant a further extension of up to six months.
- 12.2 If the bidder fails to complete the construction even after the lapse of such extensions (para 12 & 12.1 above), the Agreement will be terminated and Performance Guarantee will be forfeited.
- 12.3 At the time of cancellation of the Agreement, the Railway land shall revert back to Railway.
13. The Railway land used for providing connectivity to the Terminal shall remain in possession of Railway, along with the entire infrastructure created on it (as per provisions of para 5.1.2 & 5.1.3 of this Policy).
14. Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2) will be leased to GCTO – for which modalities of calculating and levying land lease charges shall be as per extant rules/Board's Master circular on 'Policy for Management of Railway land' (issued vide Railway Board's letter No. 2021/LML/25/5 dated 04.10.2022)--as amended from time to time.
15. Responsibility for maintaining the track and signalling equipment shall be as per the provisions of para 7 of this Policy. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.
- 15.1 GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.
16. Subject to the provisions of para 14 of this Schedule '2', GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as warehousing, processing, packaging, etc.) provided that such infrastructure/ value-added services/ facilities, if created, shall be available to all users of the GCT without discrimination of any sort. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, than the Operator may deny the use of such facility – which is under the occupation of one user – to other users. This is essential to avoid the damage of the different grades of material due to mixing. However, in such cases intimation must be given to the Divisional Railway Manager.
- For sake of clarity, if (say) a 'silo for storing bulk commodities' has been constructed as a value-added facility, and it is being used by customer 'A' to store his bulk cement (either temporarily or on a long-term basis), then the Operator will have the right to deny other customer(s) the use of this silo – since it is not possible to store commodities belonging to two different customers in a single silo.
- 16.1 GCT will also have the authority for deciding the user charges/ fees for value-added services/ facilities as per market conditions – without any interference from Railway. However, the use of value-added services/ facilities will be optional and no customer will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.
- 16.2 GCTO shall not sub-lease/ sub-license/ mortgage Railway land, and shall not create any third-party encumbrance on Railway land.
- 16.3 For any value-added service/ facility developed on Railway land, GCTO can use the facility for traffic handled by other modes of transport after passage of two years from commissioning under the condition that the Railway Traffic handled by the terminal in the previous year is more than 2,50,000 Tonnes. Railway reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to Railway's cargo

business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.

- 16.4 The responsibility of obtaining all statutory and environmental clearances for such value-added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and Railway will not be responsible for this.
17. GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway cargo business on Railway land or fail to adhere to the provisions of para 16 and its sub-para of this Schedule '2', the Agreement for GCT may be terminated without any compensation/ termination payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to Railway cargo business or not, the decision of the nodal officer (i.e. DRM) shall be final and binding on the GCTO.
18. The GCT located completely or partially on Railway land will remain a common-access facility, and GCTO shall ensure non-discriminatory access for all rail-customers/ potential customers to such Terminals. The GCTO will not prevent any rail-customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at the terminal). Road access to the GCT will not be blocked by the GCTO. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, then the Operator may deny the use of such facility – which is under the occupation of one user – to other users. This is essential to avoid the damage of the different grades of material due to mixing.
- For sake of clarity, if (say) a 'silo for storing bulk commodities' has been constructed as a value-added facility, and it is being used by customer 'A' to store his bulk cement (either temporarily or on a long-term basis), then the Operator will have the right to deny other customer(s) the use of this silo – since it is not possible to store commodities belonging to two different customers in a single silo.
- 18.1 All handling (loading and unloading) of cargo at a GCT shall be done by the GCTO (or any agency appointed/ authorized by him), for which handling-charges/ fee, as decided by the GCTO, may be charged. Handling charges/ fee for shall be fixed in a non-discriminatory manner, and shall conform to Good Industry Practices.
- 18.2 No Wharfage shall be levied by Railway for storing/ stacking of goods on land leased/ licensed to the GCTO.
19. GCTO will have the permission to expand the Terminal further by acquiring/ leasing the adjacent non-Railway land. However, any such acquisition/ leasing of additional land will have to be managed by the GCTO through his own resources. Railway will not charge any Land License Fees/ Land Lease Charges for the additional non-railway land acquired by the GCTO.
- 19.1 In such cases, the levy of Terminal Charges and Terminal Access Charges – and their sharing with the GCTO – will continue as before as per the decided principle.
20. Railway land shall be leased to the GCTO and the GCT Agreement shall be signed for a maximum tenure of 35 years or as per guidelines under Railway Board 'Policy for Management of Railway Land dated 04.10.2022' (as modified from time to time). At the time of expiry/termination/cancellation of Agreement, the Railway land shall revert back to Railway.
21. A joint team (comprising of Sr.DOM, Sr.DCM, Sr.DEN, Sr.DSTE & Sr.DEE/TRD) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections may also be conducted by Railway officials as per the provisions of para 16.2 and 17 of Schedule '2' of this Policy. If any breach/violation on part of the GCTO is detected during these inspections, Railway shall take action as per para 19 of the main policy.

Procedure & guidelines for development of 'Cargo Related Facilities' on Railway land

1. The objective of guidelines for development of 'Cargo Related Facilities-CRF' is to enhance rail freight movement and/or integrate Railways into the national supply chain by creating enabling logistics infrastructure on Railway land.
2. These guidelines seek to facilitate the development of cargo-related facilities on Railway land as per below given procedure-
 - 2.1. Proposal for 'Cargo related facilities' shall be processed by the Commercial department of the division under which the identified land parcel falls. Divisional Railway Manager (DRM) of the concerned Division shall be the approving and nodal officer. The land parcel for this purpose shall be identified by Commercial Department in consultation with Engineering Department and with the approval of DRM.
 - 2.2. These guidelines shall govern the planning, design, development, procurement, construction, financing, upgradation, equipping, operation, maintenance, and/or management of any of the facilities and/or activities listed in Annexure-C, by the "Developer and Operator", on Railway land allotted for this purpose, at their own cost and risk. Facility so created under this policy should promote the growth of rail cargo.
 - 2.3. Any facility or process not included in Annexure-C but likely to contribute to cargo generation for Railways may be incorporated into the scope of the agreement with prior approval from the Principal Chief Commercial Manager (PCCM) and with concurrence of Associate Finance in Zonal Railway.
 - 2.4. Developers are permitted and encouraged to acquire and utilize adjacent non-Railway land for ancillary facilities. However, such land shall not fall under the ambit of these guidelines and shall not be governed by Railway policy.
 - 2.5. The Developer shall have the right to fix service charges uniformly for the services at / related to the facilities as per market conditions (subject to applicable extant laws and regulations) and intimate the same to the Railway Administration.
 - 2.6. The Developer / Operator shall not sub-lease, mortgage, assign, or create any third-party rights over the Railway land. However, outsourcing of built cargo facilities to third parties shall be permitted for durations mutually agreed between the Developer and such third parties (but not exceeding the tenure of agreement between developer and IR), without transferring any interest in the land.
 - 2.7. The Developer shall be solely responsible for obtaining all statutory, municipal, and environmental clearances required for the project, including approach roads. Any liability arising from non-compliance shall rest solely with the Developer. However, Railways shall extend reasonable support in obtaining such clearances for early and smooth operation of the facility along with its connectivity with the nearby roads/highways, other modes of transport etc.
 - 2.8. Arrangements for water, electricity, or any other utility services, and the corresponding payments for usage, shall be the sole responsibility of the Developer.
3. **Selection of Railway land-**
 - 3.1. The concerned Railway Division with the approval of the Divisional Railway Manager (DRM), shall identify and earmark surplus land parcels (which do not have potential for other use like GCT etc.) suitable for cargo facility development.
 - 3.2. The identified railway land may be situated in proximity to or at a distance from Goods-sheds, Gati Shakti Cargo Terminals (GCTs), or railheads.
 - 3.3. If sufficient land is available at or adjacent to an existing Goods-shed, the Senior Divisional Commercial Manager (Sr. DCM)/ DCM(incharge), with the approval of DRM, shall demarcate it into-

- (i) Area for common-access facilities (area available to all the customers on non-discriminatory manner).
 - (ii) Spare-able area (other than common-access facility area), which can be considered for development of Cargo related facilities under these policy.
- 3.4. These guidelines shall not apply to Railway land earmarked for development as GCT. If a GCT is developed within the cargo-related facility area, the same shall be clearly demarcated and governed by the GCT Policy, and the remaining land shall be governed by the present policy.
- 3.5. **Land Lease Charge:** The identified land parcel will be leased to the selected Developer for the contract duration, for which modalities of calculating and levying Land Lease Charges shall be as per the extant rules/ Board's Master Circular Schedule 1, 1(a) of 'Policy for Management of Railway land' (issued vide Railway Board's letter No. 2021/LML/25/5, dated 04.10.2022 followed by amendment dated 01.08.2025), as amended from time to time.
 - 3.5.1. Land Lease Charges shall be payable annually in advance by the Developer as per Note-1 of Schedule-1 of the Master Circular, from the date of handing over of the land to the developer.
- 3.6. Land shall be allotted through a transparent competitive bidding process as set out in Clause 5.
- 3.7. The land may be utilized for promotion of rail cargo related logistics activities within the scope of these guidelines.
- 3.8. Existing structures on the identified land may be used by the Developer for permitted activities as per para 2.2 and 2.3 of this schedule at their discretion.
- 3.9. In exceptional and unavoidable circumstances, where the land is required for Railway's developmental or operational purposes (e.g., new line, doubling, yard modification, station redevelopment), the land may be reclaimed by Railways upon giving adequate notice and paying compensation for the investment made based on the parameters defined in Land lease agreement. The relevant clause shall be incorporated in the Lease Agreement.
- 4. **Duration of contract:** The contract shall initially be awarded for a period of Twenty Five (25) years commencing after two years from the date of site (land) handover or commissioning of cargo facility, whichever is earlier.
 - 4.1. **Re-tendering and Right of First Refusal** – At the end of each 25-year term, the contract will be subject to re-tendering for the continued development of cargo-related facilities. The current Developer will have the '*First Right of Refusal*' during the re-tendering – that is, the contract will be awarded again to the existing Developer if they match the highest bid provided there is no outstanding dues against the existing operator.
 - 4.2. **Exception in case of Premature Termination** – The '*First Right of Refusal*' will not apply in cases where the preceding contract ended prematurely either on account of the termination or exercise of the exit right as per the agreement.
- 5. **Selection of Cargo Facility "Developer":** The Developer shall be selected by the Division through an open, transparent, competitive bidding process for development of cargo related facilities on the identified land parcel. The Tender Committee shall comprise of Sr. DCM/DCM(incharge) (convenor), Sr. DFM (finance member), and Sr. DEN (third member). DRM shall be the Tender Accepting Authority.
 - 5.1. **Eligibility:** Any individual, company, PSU, JV, consortium, or entity involved in logistics, manufacturing, transportation, ports, mining or e-commerce shall be eligible.

- 5.1.1. If a Bid is submitted by a JV/Consortium, minimum equity stake in the special purpose vehicle (SPV), at the time of signing of Agreement, of any member in JV/Consortium, whose credentials are being evaluated for the purpose of determining eligibility, shall not be less than 26%.
- 5.1.2. The categories of eligible entities and requisite documents are detailed in Annexure-D. Any eligibility-related disputes shall be adjudicated by the DRM.
- 5.1.3. **Financial Eligibility:** The bidder must have minimum average turnover of last three preceding financial years equivalent to 10% of current market value of 'railway land parcel under consideration for cargo related facility'. The bidder would submit audited balance sheet along with profit and loss account and Income Tax Returns of previous three (3) financial years duly certified by the Chartered Accountant.

5.2. **Bid Parameter:**

5.2.1. The Division shall decide the Reserve Price based on the prevailing business potential of the location and taking into consideration the factors such as (i) land size (ii) land location and (iii) surrounding industry and market potential etc. However, it should not be less than freight (including all applicable surcharges) equivalent to one rake for the average lead (for last FY) for freight traffic over IR at a highest goods class rate. For locations exclusively handling Parcel traffic, the Reserve Price shall not be less than 40% of the freight charges for the average lead over Indian Railways at the highest goods class rate.

5.2.1.1. The Reserve Price (RP) shall be fixed with the concurrence of Associate Finance and with the approval of Divisional Railway Manager (DRM), subject to the minimum amount as per following illustration-

ILLUSTRATION FOR MINIMUM RESERVE PRICE-

(A) For example average lead of IR	- 590 Km
(B) Highest Class Rate	- Class 200
(C) Per Tonne rate of class 200 (for 590 km)	- Rs. 1251.50
(D) Average weight of a Rake	- 4000 Tonne
(E) Base Freight for Full rake (C x D)	- Rs.50.06 lakh
(F) Minimum Reserve Price accordingly for one rake for the average lead of 590 km - - Base Freight (E) + plus applicable surcharges (BSC, TC/TAC etc. - as admissible)	

**in case of linked terminal handling exclusively parcel traffic, the Reserve Price shall be subject to minimum of 40% of (F) above.*

5.2.2. Bidders will be required to quote the percentage (%) increase (up to two decimal) over the fixed Reserve Price (RP). The eligible bidders offering the highest percentage (%) over the RP will be awarded the contract.

5.2.2.1. The amount derived by adding the percentage quoted by the successful bidder to the Reserve Price, shall be treated as 'Guaranteed Railway Freight' (GRF) for the first year of the contract, which developer need to fulfill through freight or parcel traffic at the linked terminals.

5.2.2.2. For example, against a Reserve Price of Rs. 70.00 lakh (as fixed by Division), if bidder 'A' quotes a 10% increase over RP while bidder 'B' quotes a 20% increase, it means they are offering towards 'Guaranteed Railway Freight -GRF' of Rs. 77.00 lakh and Rs. 84.00 lakh respectively. In this case, bidder 'B' will be selected and Rs. 84.00 will be GRF amount for the first year of contract.

5.2.2.3. In case of two (or more) eligible bidders quote the same percentage, decision to award the contract shall be taken through the draw of lots.

5.2.2.4. The successful bidder will be required to submit a plan to the Division for the proposed cargo facilities on the land parcel being leased. It will be ensured by the Division that the proposed facilities relate to logistic activities only.

5.2.2.5. These guidelines on "Cargo related facilities developed on Railway land" is aimed at increasing the freight business of IR. Therefore, ideally the Developer should ensure that additional railway freight accruing on the linked terminals on account of the cargo related facility developed on the leased railway land should be at least equal to the GRF of each contractual year. However, in the event of any shortfall in railway freight attributable to the cargo related facility developed on the leased railway land vis-à-vis the GRF for the contractual year, the shortfall will be reimbursed by the Developer as per the procedure laid down in Para 5.2.2.6. Any shortfall in the GRF for a given contractual year shall be compensated by the Developer within 30 days of demand being raised by Railway at the start of the next contractual year. Concerned Division will ensure that the bills towards shortfall of GRF (if any) are raised within 30 days after completion of each contractual year.

5.2.2.5.1. At least 50% of the GRF in a contractual year will have to be in the form of railway goods & parcel freight (including both inward and outward traffic) from the linked terminals. In the event of the Developer failing to ensure 50% of the average GRF for three consecutive contractual years in form of Railway freight from the linked terminals (even though the shortfall has been compensated by the Developer), the contract shall be processed for termination as per provision under para 6.6 and 6.8 of this schedule.

5.2.2.6. The Developer shall pay the GRF shortfall amount raised by the Railway either through Demand Draft in favour of the Sr. Divisional Finance Manager (Sr. DFM) of the concerned Division or via the approved online payment system (e.g., Misc e-Receipt System) within 30 days of the demand in the next financial year. If immediate payment is not possible, the Developer may submit a Bank Guarantee (BG) of equivalent amount, issued by a Scheduled Commercial Bank in favour of Sr. DFM, valid for 1 year. The BG must be replaced by actual payment (via DD or online) within the next 3 months, failing which the BG will be forfeited by the Railway.

5.2.3. The Guaranteed Railway Freight (GRF), as fixed for a facility through bidding, shall be increased by 6% annually. Additionally, the GRF shall be escalated proportionately with any increase in freight rates by Indian Railway.

5.2.3.1. Further, since the Cargo related facility will be developed for the promotion of rail cargo traffic, therefore, the compound annual growth rate (CAGR) of the turnover of the facility for the 3 preceding financial years (in financial terms, as verified through previous 3 years audited financial statements provided by the Developer), shall be reviewed after every three contractual years.

5.2.3.2. However, first review shall be done after completion of 5 years of contract from the commissioning date and thereafter, the same will be conducted after every three contractual years.

5.2.3.3. During review, if CAGR of the turnover of facility has been assessed beyond 25%, then the developer will need to pay a fixed lump sum amount to Railway, as per the following principle -



During review, If CAGR of turnover from previous three FYs found to be	Percentage fixed for lump sum amount payable by developer	Lump sum amount to be deposited by developer
Up to 25%	Nil	Nil
Above 25% e.g. 'X' then	X-25%	The developer will pay a lump sum amount equivalent to excess% (beyond 25%) of total GRF of last 3 contractual years.
Scenario -1 - 28%	28-25 = 3%	
Scenario -2 - 60%	60-25=35%	
Scenario -3 - 100%	100-25=75%	

A detail illustration to review the CAGR of turnover of cargo facility and lump sum amount payable by developer (if due) is given under illustration '2' placed at Annexure-E.

5.2.4. GRF obligation shall commence two years from the date of site handover or commissioning of cargo facility, whichever is earlier -- unless otherwise any extension for completion of construction has been approved by DRM in terms of para 6.5 of this schedule.

5.2.5. Assessment of Guaranteed Railway Freight (GRF) for the contractual year after award of contract:

5.2.5.1. Every Cargo related facility leased under these guidelines will be linked to one or more railway terminals (Goods shed/Parcel Office/PFT/GCT) located within the vicinity of 100 km of CRF, as decided by the Developer. For this purpose, Zonal Railway shall provide a list of 10 railway terminals i.e. handling goods and parcel traffic, in the vicinity of the proposed facility while publishing the 'Notice Inviting Tender - NIT'. Successful bidder will choose their linked terminals only from the list published by Zonal Railway, or may choose any new / upcoming terminal notified after inviting such tender. Developer shall also have the option to link additional terminals during the currency of contract.

5.2.5.2. It is not mandatory that the Developer is the Consignor or Consignee for the traffic considered for calculation of GRF. However, it has to be proved that traffic being reckoned for calculation of GRF has been handled/processed in the cargo related facilities developed on the leased railway land. The traffic handled at the linked terminals (both inward and outward traffic), attributable to the cargo related facility developed on the leased railway land, to be counted as part of GRF will be assessed through the CRIS E way bill empowered application. An illustration (1) for the same is listed at Annexure-E.

5.2.6. CRIS will develop an online program / application for the purpose of calculating the freight (goods & parcel both) contribution attributable to the cargo related facility developed on the leased railway land, considering both inward and outward traffic handled at the linked terminals. Developer will need to feed the detail of E-way bill numbers in this application to establish the traffic attributable to their facility for handling at the linked terminals.

5.3. **Earnest Money:** The Earnest Money required for participation shall be equal to the 'Land Lease charges for the first year', subject to a maximum of Rs 50 Lakhs. The

estimated value will be rounded off to next 100 rupees. For the successful bidder, this Earnest Money shall be adjusted against the land lease charges of first year.

- 5.4. **Security Deposit:** Successful bidder (Developer) shall be required to submit a Security Deposit – equivalent to *Land Lease Charges for the first year* – in form of irrevocable Bank Guarantee (from a Scheduled Commercial Bank), within 21 days of award of contract. This Security Deposit shall be returned after successful end of the contract, subject to clearance of all pending dues by the Developer.

5.4.1. In case the successful bidder fails to submit the Security Deposit within the prescribed time-limit, extension of time beyond 21 working days and up to 60 working days from the date of award of contract may be granted by the Sr.DCM, on the request of the successful bidder. However, a penal interest (non-refundable) of 12% per-annum, on the due amount, shall be charged for the delay beyond 21 working days, i.e., from the 22nd working day after the award of contract.

- 5.5. In case successful bidder does not give acceptance for the work, or fails to complete the required commercial formalities within the time prescribed after award of work, the Earnest Money deposited by the bidder shall be forfeited. Such a bidder shall also stand debarred for participating in the 'same tender/ same location' for a period of two years from the date of cancellation of offer/ Contract.

- 5.6. If the successful bidder fails to make the cargo related facilities operational within the stipulated time (including the extensions granted by Competent Authority, if any), the Security Deposit shall be forfeited, and the allotted Railway land shall also revert back to Railway on as-is-where-is basis. The land lease charges paid will also not be refunded.

6. General Conditions –

- 6.1. Divisional Railway Manager (DRM) of the concerned Division shall be the approving and nodal officer for all activities specified in the guidelines. Sr. DCM shall be the coordinating officer.
- 6.2. An agreement shall be signed between Railway and the Developer, before commencement of activities by the Developer at the land allocated. The Sr. DCM /DCM (Incharge) shall be the signatory of the Agreement. A draft Agreement, duly vetted by Legal Department, shall be prepared by the Division before initiating the bidding process. The terms and conditions as specified in this schedule shall be a part of the Agreement.
- 6.3. Before giving actual possession of the land or permission to start the work, the Developer shall also sign a Land Lease Agreement (as per the prescribed format) with the Railway through nominated officer dealing with land matters from Civil Engineering department as per provision of para 7.1 of policy for Management of Railway land dated 04.10.2022.
- 6.4. The responsibility for bearing the costs on account of stamp duty, documentation charges, charges for registration of Agreements, as well as Goods & Services Tax (GST), property tax, etc, shall lie with the Developer.
- 6.5. The Developer shall be expected to start the operations of cargo related facilities within two years of handing over of site. However, if the Developer is unable to start operations of the facilities within the prescribed time, the nodal officer (DRM) may grant extension(s) on request of the Developer, after examining the circumstances on case-to-

case basis. The total duration of such extension(s) shall not exceed one year. Zonal Railway shall specify in the NIT the time

- 6.6. At the time of expiry/ termination/ cancellation of Agreement, the Railway land shall revert back to Railway. Before handing back the land to Railway, the Developer may remove/ take back movable assets and equipment installed by them. All the immovable assets shall remain and revert back to Railway on as-is-where-is basis, without payment of any compensation.
- 6.7. In case it is noticed that any activity of the Developer is in contravention to the guidelines / Agreement, Railway may impose penalty on the Developer. The quantum of penalty shall be decided on the basis of gravity of the irregularity, and shall not exceed the following:

<i>Instance of irregularity</i>	<i>Penalty</i>
First irregularity	Penalty up to Rs. 25,000/- with the approval of Sr. DCM.
Second/ third irregularity within a year	Penalty up to Rs 50,000/- with the approval of Sr. DCM.
Fourth or subsequent irregularity within a year	Action may be initiated as per para no. 6.8 of this schedule with the approval of DRM.

The aforementioned penalties shall be imposed with the approval of Sr.DCM. Appeal against the penalties so imposed may be preferred to the DRM, who shall decide the matter duly considering the facts of the case and the corrective action taken by the Developer.

- 6.8. The termination of the contract, the exit clause, Force Majeure, and Dispute resolution will be governed by the Model Standard land lease agreement for long term leasing of Railway land for cargo related facility issued vide Railway Board Letter No. 2021/ LML/25/5 dated 02.06.2023. Railway Administration may also process termination of contract in case of any serious irregularities noticed as per 6.7 above by Railway, or for non-payment of GRF shortfall or non-payment of any monetary dues within 6 months of raising of dues by Railway as per the procedure laid down for termination, as mentioned in the Model Standard land lease agreement for long term leasing of Railway land.
- 6.9. Developer shall be responsible to provide security and CCTV cameras for the cargo related facility at their own cost and will provide footage of the same to railway administration as and when required.
- 6.10. Developer shall be allowed for running basic facilities / amenities mandated by Law for the staff/customers in their premises on 'no profit no loss basis'.
7. For development and operation of CRF, if there is any contradictions between these guidelines (under schedule -'3') with main policy, the guidelines under schedule-'3' will prevail.

I. Ownership and maintenance of assets for Gati Shakti Multi-Modal Cargo Terminals (as per the provisions of para 5 & 7 of the Policy; para 12 of Schedule '1' of the Policy; and para 13, 14, 15 of Schedule '2' of the Policy) and dispute prevention and resolution mechanism for GCTs and CRFs. (as per para 19 of the Policy)

A) For Gati Shakti Cargo Terminals entirely on non-Railway land:

a. New Terminals:

Type/ location of asset	Ownership and responsibility for maintenance
Common-user traffic facilities at the station	Ownership of land – Railway Ownership of assets – Railway Maintenance – Railway
Connectivity portion on Railway land (including the land acquired by Railway on behalf of TO, as per para 16.2 of the Policy)	Ownership of land – Railway Ownership of assets – Railway (construction cost borne by GCTO) Maintenance – Railway
Connectivity portion on non-Railway land	Ownership of land – GCTO Ownership of assets – Railway (construction cost borne by GCTO; ownership transfer to Railway) Maintenance – Railway
Terminal yard, including loading/ unloading lines	Ownership of land – GCTO Ownership of assets – GCTO Maintenance – GCTO

b. Existing Terminals on migration to the new Policy:

Type/ location of asset	Ownership and responsibility for maintenance
Common-user traffic facilities at the station	Ownership of land – Railway Ownership of assets – Railway Maintenance – Railway
Connectivity portion on Railway land	Ownership of land – Railway Ownership of assets – Railway (construction cost borne by GCTO; upgraded by GCTO, and ownership transfer to Railway) Maintenance – Railway
Connectivity portion on non-Railway land	Ownership of land – GCTO <u>If ownership of assets transferred to Railway:</u> Ownership of assets – Railway (construction cost borne by GCTO; upgraded by GCTO, and ownership transfer to Railway) Maintenance – Railway <u>If ownership of assets not transferred:</u> Ownership of assets – GCTO Maintenance – GCTO
Terminal yard, including loading/ unloading lines	Ownership of land – GCTO Ownership of assets – GCTO Maintenance – GCTO

B) For Gati Shakti Cargo Terminals Fully or partially on Railway land:

a. New Terminals:

Type/ location of asset	Ownership and responsibility for maintenance
Common-user traffic facilities at the station	Ownership of land – Railway Ownership of assets – Railway Maintenance – Railway
Connectivity portion on Railway land	Ownership of land – Railway Ownership of assets – Railway (construction cost borne by GCTO) Maintenance – Railway
Terminal yard, including loading/ unloading lines	<u>On Railway land:</u> Ownership of land – Railway (Land License Fee applicable) Ownership of assets – GCTO Maintenance – GCTO <u>On non-Railway land:</u> Ownership of land – GCTO Ownership of assets – GCTO Maintenance – GCTO

b. Existing Terminals on migration to the new Policy: The provisions regarding land lease charges will be governed by para 7.5 of Master Circular on 'policy for management of Railway land, issued vide letter No. 2021/LML/25/5 dated 04.10.2022

Type/ location of asset	Ownership and responsibility for maintenance
Common-user traffic facilities at the station	Ownership of land – Railway Ownership of assets – Railway Maintenance – Railway
Connectivity portion on Railway land	Ownership of land – Railway Ownership of assets – Railway (construction cost borne by GCTO; upgraded by GCTO, and ownership transfer to Railway) Maintenance – Railway
Terminal yard, including loading/ unloading lines	<u>On Railway land:</u> Ownership of land – Railway (The provisions regarding land lease charges will be governed by para 7.5 of Master Circular on 'policy for management of Railway land, issued vide letter No. 2021/LML/25/5 dated 04.10.2022) Ownership of assets – GCTO Maintenance – GCTO <u>On non-Railway land:</u> Ownership of land – GCTO Ownership of assets – GCTO Maintenance – GCTO

Notes: (1) Railway reserves the right to grant connectivity to other GCT(s) from the connectivity portion, as per para 17.7 of this schedule.

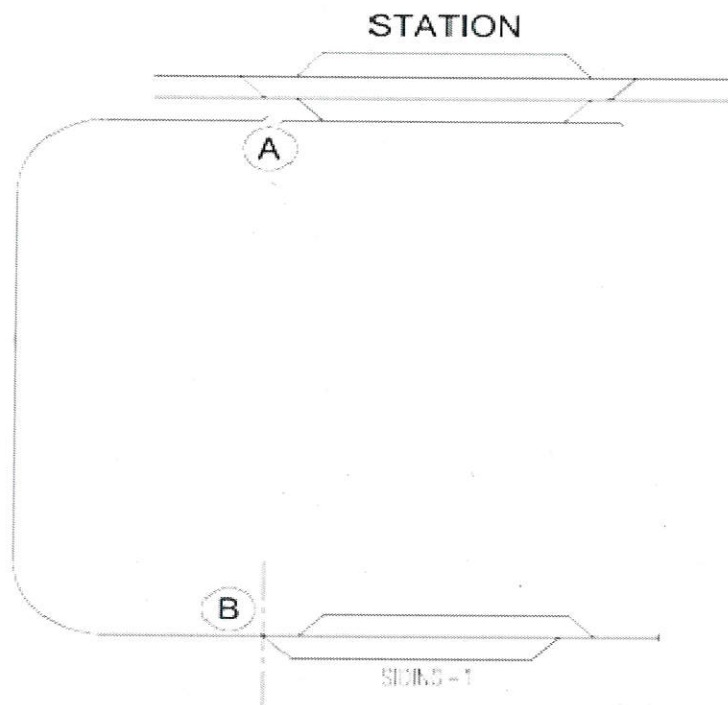
(2) For the sake of clarity, the distribution of responsibility for maintenance is explained in the illustrations provided in Section II of this Schedule.

(3) For avoidance of doubt, on migration of an existing Terminal on Railway land to the GCT policy, Land lease charges/ license fee, as per the Lease/ License Agreement prevailing before migration, shall remain applicable; and the prevailing system of levy and sharing of TC and/or TAC (if any) at that specific Terminal shall also continue. This provision shall also be applicable on under construction Terminals where DPR was approved before the issue of GCT Policy.



II Distribution of the responsibility of maintenance of assets-

Illustration-1:



Single Gati Shakti Cargo Terminal taking-off from a serving station

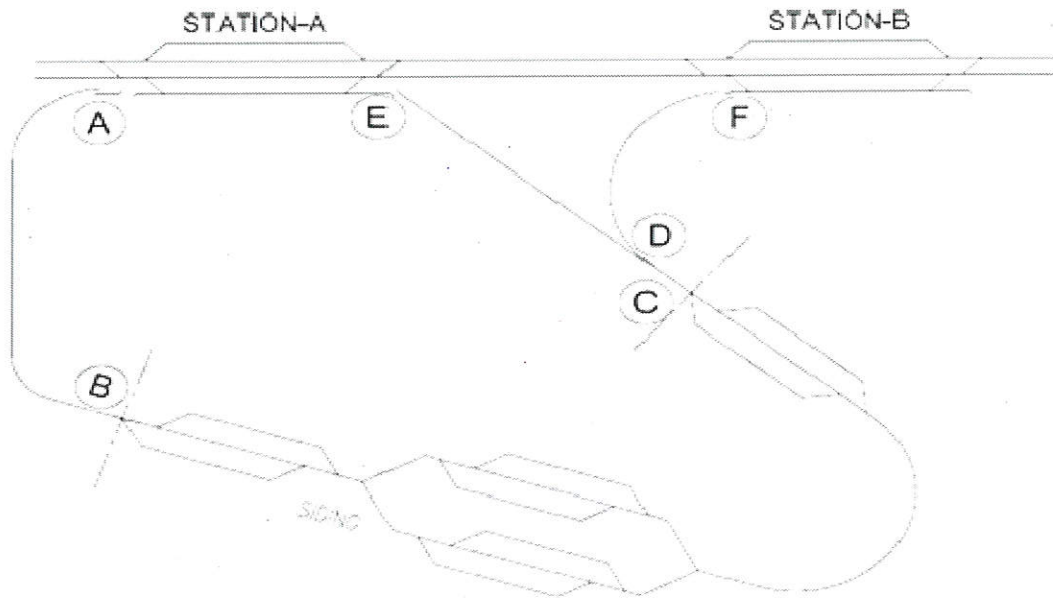
'A' – Take-off point

'B' – Starting point of the yard (of Terminal)

section A-B: To be maintained by Railway

beyond B: To be maintained by GCTO

Illustration-2:



Single Gati Shakti Cargo Terminal connected to two stations, with a Y-connection

'A' & 'E' – Take-off points from first station

'F' – Take-off point from second station

'B' – Starting point of the yard (of Terminal)

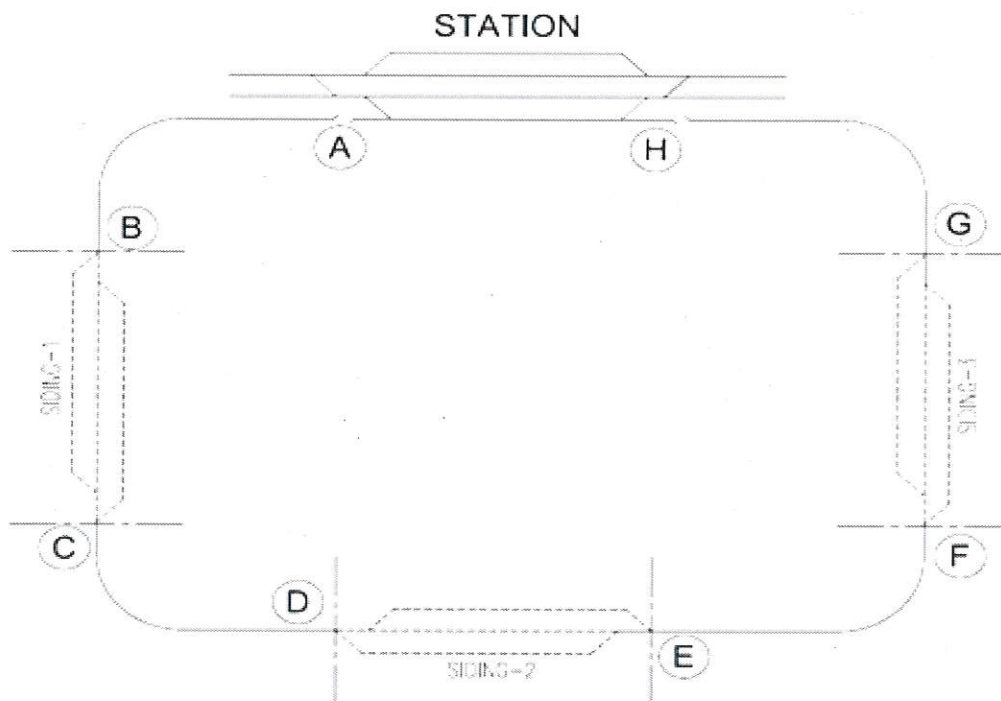
'C' – End point of the yard (of Terminal)

'D-F' – 'Y'-connection

sections A-B, C-D-E, & D-F: To be maintained by Railway

section B-C: To be maintained by GCTO

Illustration-3:



Multiple Gati Shakti Cargo Terminals connected sequentially from a station (or to two stations)

'A-B', 'C-D', 'E-F', & 'G-H' – Track sections providing connectivity

'B-C' – Yard of Siding-1

'D-E' – Yard of Siding-2

'F-G' – Yard of Siding-3

sections A-B, C-D, E-F, & G-H: To be maintained by Railway

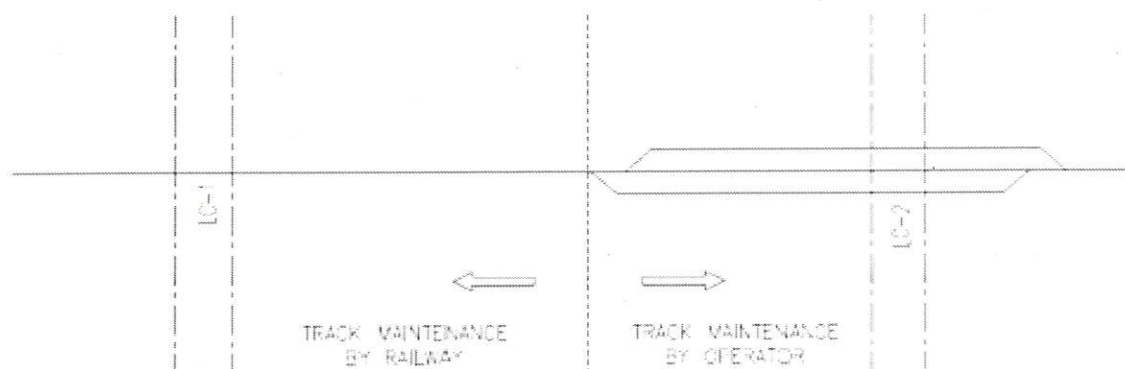
section B-C: To be maintained by first GCTO

section D-E: To be maintained by second GCTO

section F-G: To be maintained by third GCTO

Note : For the connectivity portion of the Terminal (i.e., A-B in Illustration-1; A-B, C-D-E, & D-F in Illustration-2; and A-B, C-D, E-F & G-H in Illustration-3), non-railway land falls on the above marked portion shall be maintained by Railway subject to fulfillment of the condition of Para 7.3 of main Policy.

III. Allocation of responsibility for maintenance of level-crossing
(as per provisions of para 17.6 of the Policy)



Level Crossing-1 (LC-1): on the track being maintained by Railway

Responsibility for maintenance: with Railway

Responsibility for manning: with GCTO

Level Crossing-2 (LC-2): on the track being maintained by the GCTO

Responsibility for maintenance: with GCTO

Responsibility for manning: with GCTO

IV. Dispute Prevention and Resolution relating to Gati Shakti Multi-Modal Cargo Terminal and Cargo Related Facilities-

- 1.0 Efforts should be made to commission GCTs and CRFs as per the prescribed time schedules. Preparation of ESPs including marking of Common User facilities (CUFs) should be done diligently so that disputes do not arise at a later date. Once the ESP has been finalised till the formal commissioning of GCT/CRF, a monthly statement regarding any dispute/outstanding issue signed jointly by representative of the Division and the GCTO/CRF developer, should be prepared and kept on record. In case of no dispute/outstanding issue, the same should be reflected in the monthly statement.
- 1.1 Further, preparation and signing of the prescribed agreements should be monitored closely by DRM to ensure that the processes are completed before commissioning of GCTs and CRFs. In order to address any dispute related to this policy, the following process will be followed -
- 1.1.1 There will be a standing dispute resolution mechanism in the Division headed by the DRM. The mechanism would have representation from both the Division and the concerned GCTO/CRF developer.
 - 1.1.2 The dispute resolution shall be done through a standing committee headed by DRM and shall comprise of 03 Railways officers, as nominated by DRM, and 02 representatives of the concerned GCT owners/CRF developers.
 - 1.1.3 For raising any dispute before the standing committee for dispute resolution related to this policy, the GCT Owner/CRF Developer shall give a notice along with a detailed representation and relevant documents, and within 15 days of such notice, the meeting of the Standing Committee shall be scheduled.
 - 1.1.4 The Committee shall endeavour to decide the matter through mutual discussion and consensus within 60 days of receipt of notice.
 - 1.1.5 In case during the deliberations, the committee arrives at a consensus, the DRM shall issue minutes, formally signed by all Committee Members including representatives of the GCTO/CRF Developer for implementation of decision.
 - 1.1.6 During the pendency of dispute resolution proceedings, both parties shall continue to perform their respective obligations under the Policy and agreement, so far as practicable, to ensure that rail operations and cargo handling activities are not adversely affected.
 - 1.1.7 In case this mechanism fails to resolve the issue to the satisfaction of both the sides, the process as detailed in the succeeding paras will be followed.
 - 1.1.8 However, it is expressly stated that for dispute involving railway land, the Dispute resolution will be governed by the Model Standard land lease agreement for long term leasing of Railway land for Gati Shakti Cargo Terminals / Cargo related facility - issued vide Railway Board Letter No. 2021/LML/25/5 dated 02.06.2023.
- 1.2 **Conciliation:** All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT/development & operation of CRF shall be referred by the GCTO / CRF developer to Divisional Railway Manager through 'Notice of Dispute.' DRM shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO/CRF developer. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of

Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by Railway's representative (Sr.DCM), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties.

1.2.1 The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

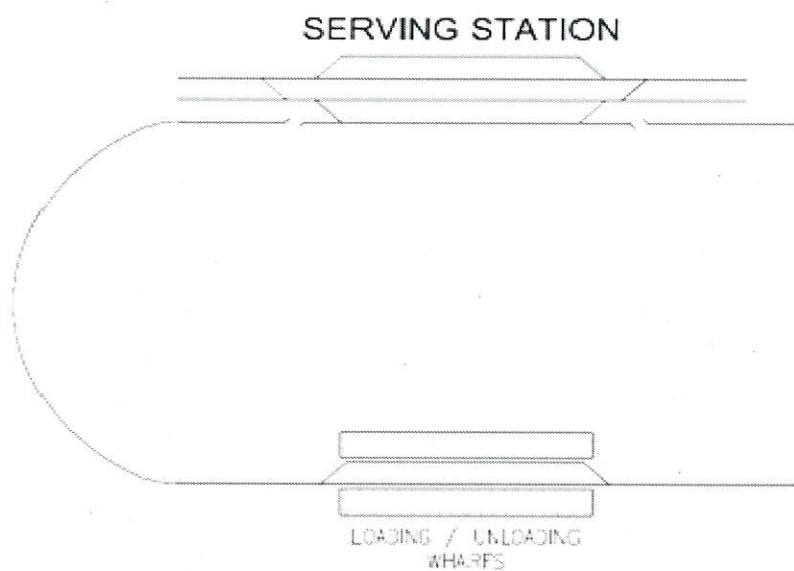
1.2.2 The conciliation shall be carried out as per 'The Arbitration and Conciliation Act, 1996' and the proceedings shall be terminated as per Section 76 of the above Act.

1.3 **Arbitration:** If the dispute is not settled through Conciliation (as mentioned in para 1.2), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.

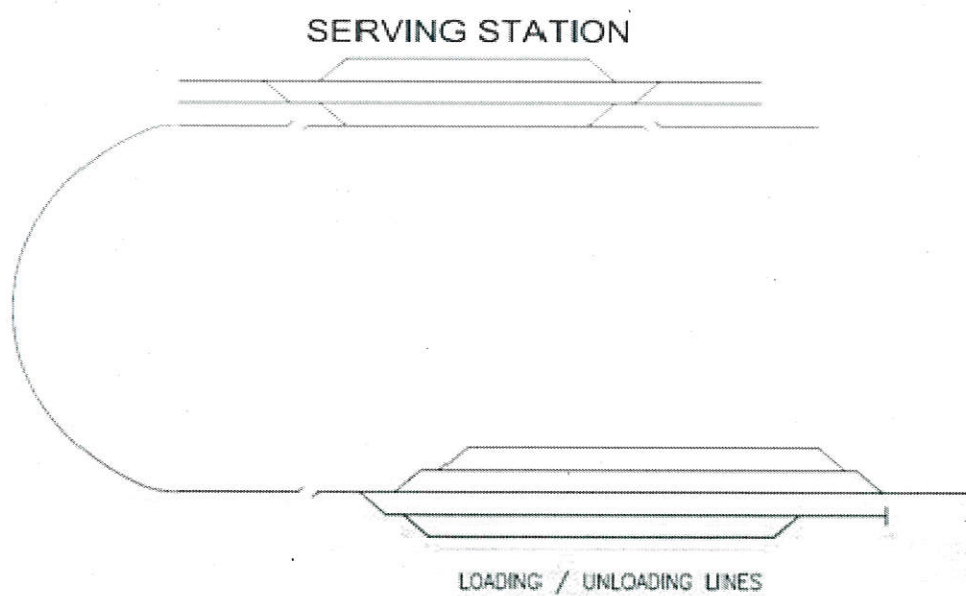


Standard layouts for Gati Shakti Cargo Terminals (GCTs)-
(as per provisions of para 6 of Schedule '1' of the Policy)

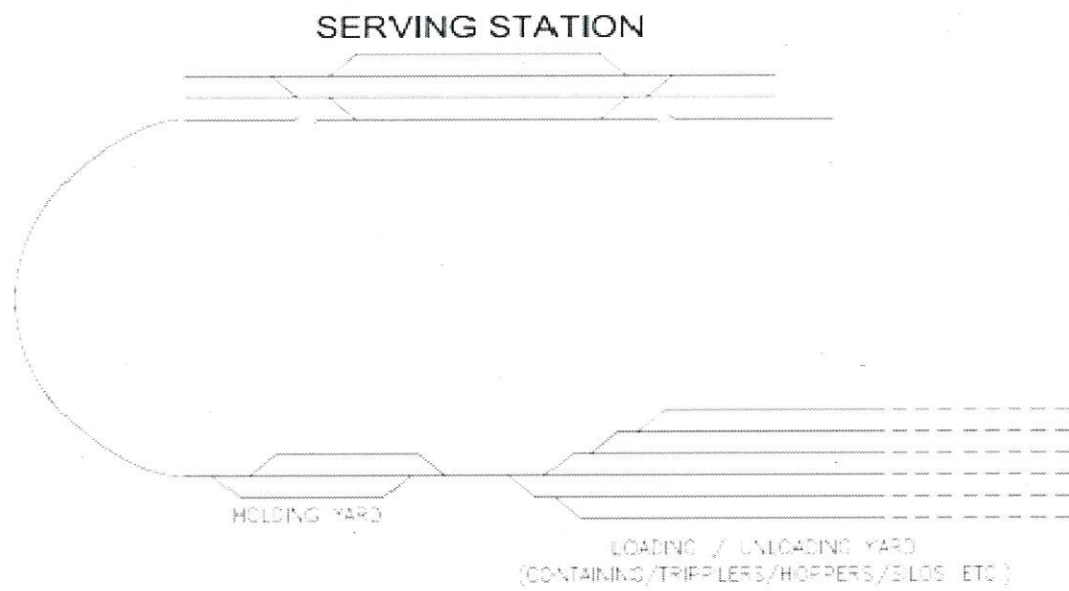
Layout - 1:



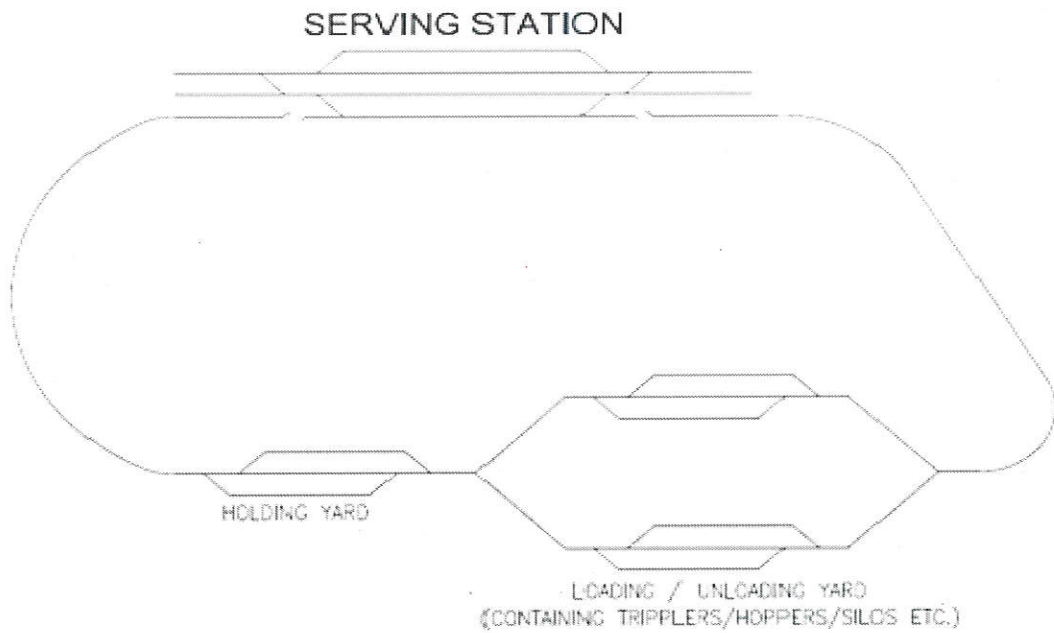
Layout - 2:



Layout - 3:



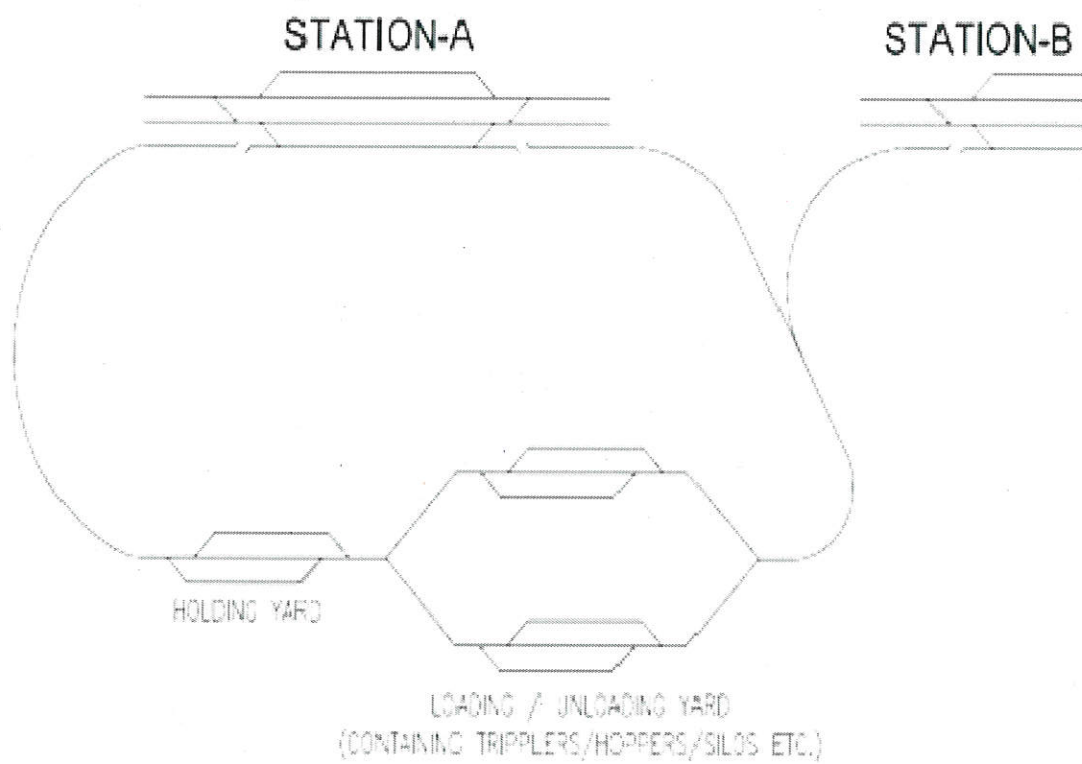
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Layout - 5:



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Annexure - B

FM Circular No. 21 of 2024

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2022/TC(FM)/18/07 – Part 2

रेल भवन, नई दिल्ली -110001
Rail Bhavan, New Delhi – 110 001, dated 03.09.2024

General Managers,
All Indian Railways

Sub:- Guidelines for provision of minimum infrastructure while developing new GCTs in order to reduce the cost of terminal.

The Gati Shakti Cargo Terminal (GCT) policy was launched in 2021 to encourage private sector participation in developing freight terminals and integrating modern technology in freight management. While the objective to rationalize the capital cost of GCT, Board (MI, M/T&RS and Member/O&BD) has issued the following guidelines for consideration:

(1) Civil Engineering Standards -

- Rails: 52 kg/m (second hand) or 52 Kg/m (Industrial Use), Sleeper density of 1540/km and Ballast Depth of 300 mm may be considered with maximum permissible speed up to 50 kmph as per extant provision of IRPWM for loads other than 25T and CC+8+2.
- If the TVU is lesser than 20000, a decision to provide LC may be taken as per the site condition considering the capitalized cost of maintenance of a manned LC gate.

(2) OHE Standards -

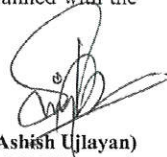
- Conventional OHE may be planned on lead portion and inside GCT.
- Circuit breakers may be planned for GCT to isolate the terminal from mainline.
- Instead of the masts, portals may be planned in the terminal yard wherever possible to reduce the land acquisition cost.
- No TSS, SSP/ SP to be planned on siding account. However, if it becomes necessary to provide TSS (to meet load on account of extra traffic), the same may be planned at the Railway's cost.

(3) S&T Standards -

- No EI/distributed EI and track circuiting to be insisted in the siding/terminal or its R&D yard. The yards may be non-interlocked with hand operated points.

- Depending upon the quantum of traffic and distance of the siding from station, if the facilities such as EI, TSS, auto signalling etc. are required, it should be planned with the personal approval of GM on the recommendation of PCOM.

This issues with the approval of Board (MI, Member/T&RS, Member/O&BD)

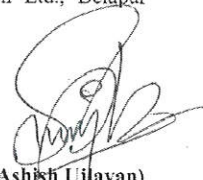

(Ashish Ujjayan)
Dy. Director/ FM (Strategy)
Railway Board

FM Circular No. 21 of 2024

No. 2022/TC(FM)/18/07 – Part 2

Rail Bhavan, New Delhi-110001, dated 03.09.2024

1. The Principal Chief Operations Managers, All Indian Railways.
2. The Principal Chief Commercial Managers, All Indian Railways (except WR).
3. The Chief Traffic Planning Managers, All Indian Railways.
4. The Principal Chief Electrical Engineers, All Indian Railways.
5. The Principal Chief Engineers, All Indian Railways.
6. The Chief Commercial Managers (FM), All Indian Railways.
7. Director General, RDSO, Manak Nagar, Lucknow.
8. Director, Indian Railways Institute of Transport Management (IRITM), Lucknow.
9. Director General, National Academy of Indian Railways, Vadodara.
10. The Managing Director/Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhawan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai – 400014.
11. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
12. Managing Director, DFCCIL, Pragati Maidan, New Delhi



(Ashish Ujjayan)
Dy. Director / FM (Strategy)

No. 2022/TC(FM)/18/07 – Part 2

Rail Bhavan, New Delhi-110001, dated 03.09.2024

Copy for kind information to:

1. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
2. AM(Traffic), AM(C), Adv (Infra), Adv. (Vig.), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman & CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.



Facilities/services which can be planned at Cargo Complex (Indicative List)

1.0 The policy shall include following but not limited to

1. "Storage facilities" which include -

- a. Warehouses including godowns both open/ closed developed for handling and storage of cargo in bulk/ break bulk form;
- b. Micro warehouses and micro-fulfilment centres at the stations for e-Commerce.
- c. Silos built as vertical storage structures for storing bulk cargo in both solid, liquid or anyform;
- d. Cold Chain facilities developed for storage and processing of perishable/ temperature sensitive cargo.

2. Services Provided by Cargo Complex and related infrastructure:

- a) Core Logistics Services:
 - i. Warehousing Services;
 - ii. Specialized storage solutions Services;
 - iii. Grinding Units such as grinding units for cement
 - iv. Freight transportation Services;
 - v. Intermodal transfer Services;
 - vi. Cargo aggregation and distribution Services;
 - vii. Services at Container terminals and/ or bulk/ break-bulk cargo terminals;
 - viii. Services in relation to Customs Freight Stations
 - ix. Services from Cargo scanning facilities along with provision of container scanners.
 - x. Any other services on case to case basis
- b) Value Added Services: Includes a range of operations aimed at enhancing, preserving, or preparing products, such as:
 - i. Basic preservation (e.g., drying, refrigeration, aeration)
 - ii. Minor modifications (e.g., dilution, mixing, cleaning, oiling)
 - iii. Operational handling (e.g., sorting, grading, packaging, labeling)
 - iv. Assembly/disassembly and packaging transformations
 - v. Simple IT-enabled logistics (e.g., online booking, tracking, documentation)
 - vi. Any combination of the above or other relevant post-production services
- c) Mandatory Infrastructure for Storage/Warehousing
 - i. Paved circulation area
 - ii. Pollution control systems
 - iii. Standard-compliant concrete storage platforms

2.0 Any facility and / or process, which are not mentioned above, and expected to help in cargo generation for the Railways, can be included in the scope of the Agreement with the approval of PCCM of the Railway.




**Documents required as a proof of eligibility to participate in bidding
process for development of cargo related facility**

<i>Category</i>	<i>Supporting Documents (self-attested copies to be submitted/ uploaded)</i>
h) Individual/ Sole Proprietorship Firm	3. PAN 4. TAN (in case of Sole Proprietorship Firm only)
i) Hindu Undivided Family (HUF)	3. PAN 4. Notarized Affidavit declaring that the signatory is the 'Karta' of the HUF and has the authority, power, and consent of other members
j) Partnership Firm	4. PAN and TAN 5. Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 6. Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm
k) Company registered under Companies Act 2013	6. PAN and TAN 7. Memorandum of Association (MoA)/ Articles of Association (AoA) 8. Certificate of Incorporation 9. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 10. Resolution of the Directors of the Company, permitting the company to set up and/or operate a GCT
l) Limited Liability Partnership (LLP)	5. PAN and TAN 6. LLP Agreement 7. Certificate of Incorporation 8. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the LLP
m) Registered Society/ Registered Trust	6. PAN and TAN 7. Certificate of Registration 8. Memorandum of Association of Society/ Trust Deed 9. Rules & Regulations of the Society 10. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the Society/ Trust
n) Joint venture (JV)/ Consortium	3. JV/ Consortium Agreement 4. Name and authorization of lead member (Note: On receipt of approval of Railway Administration for setting-up and/or operation of Cargo related Facility, JV/Consortium shall have to convert into a legal entity – Firm/ Company/ LLP. Agreement shall be entered into by RA with the above legal entity only.)

Annexure-E

ILLUSTRATION (1): Illustration for assessing GRF shortfall in Cargo related facility (CRF) linked with railway terminals (Goods shed/GCT/PFT) -

• Reserve Price - Rs. 80.00 Lakh, Successful bidder quotes - 25% increase • GRF derived for the first year of contract (80 lakh plus 25%) - Rs. 1.00 Cr p.a. • GRF obligations commence from 2nd years of Site handover (01.06.2026)-01.06.2028					
Contract year	Freight collected against outward/inward traffic handled at linked railway terminal during 01.04.2028 – 31.03.2029 (A)	GRF for concerned contractual year (B)	Freight contribution (outward / inward)through h cargo facility during 01.04.28– 31.03.29 counted against GRF (C)	Whether any shortfall (to be recovered from developer) or not (against GRF of Rs. 1.00 Cr) D=(B)-(C)	Whether developer ensure 50% average GRF during last 3 years (in terms of para 5.2.2.5.1)
(1 st years) 01.06.2028 – 31.06.2029	2.00 Cr.	1.00 Cr. (as per bid)	0.40 Cr.	Yes, shortfall of 0.60 Cr.	Yes (above 50%), against 3 years average yearly GRF of Rs. 1.06 (avg. of (B)), developer contributed average yearly freight of Rs. 0.66 Cr. (avg. of (C))
(2 nd year) 01.06.2029 – 31.06.2030	2.80 Cr.	1.06 Cr. (after 6% escalation)	0.70 Cr.	Yes, shortfall of 0.36 Cr.	
(3 rd year) 01.06.2030 – 31.05.2031	3.00 Cr.	1.12 Cr. (after 6% escalation))	1.15 Cr	No shortfall	
(4th years) 01.06.2031 – 31.05.2032	3.00 Cr.	1.18 Cr. (after 6% escalation)	1.01 Cr.	Yes, shortfall of Rs. 0.17 Cr.	Yes (above 50%), against 3 years average yearly GRF of Rs. 1.25 (avg. of (B)), developer contributed average yearly freight of Rs. 1.10 Cr. ((avg. of (C)))
5th year) 01.06.2032 – 31.05.2033	3.40 Cr.	1.25 Cr. (after 6% escalation)	1.10 Cr.	Yes, shortfall of 0.15 Cr.	
(6th year) 01.06.2033 – 31.05.2034	3.90 Cr.	1.32 Cr. (after 6% escalation)	1.20 Cr.	Yes, shortfall of 0.12 Cr.	
(7 th year) 01.06.2034 – 31.05.2035	4.02 Cr.	1.39 Cr. (after 6% escalation)	0.60 Cr.	Yes, shortfall of Rs. 0.79 cr.	No (it's below 50%), against 3 years average yearly GRF of Rs. 1.47 (avg. of (B)), developer contributed average yearly freight of Rs. 0.62 Cr (avg. of (C))
(8 th year) 01.06.2035 – 31.05.2036	4.12 Cr.	1.47 Cr. (after 6% escalation)	0.62 Cr.	Yes, shortfall of Rs. 0.85 Cr.	
(9 th year) 01.06.2036 – 31.05.2037	3.95 Cr.	1.55 Cr. (after 6% escalation)	0.65 Cr.	Yes, shortfall of Rs. 0.90 Cr.	
Accordingly GRF will be escalated after every year and shortfall in GRF (if any) and ensuring atleast 50% average GRF during last 3 years shall be assessed during the term of contract.					

ILLUSTRATION (2) - Assessment of compound annual growth rate (CAGR) of turnover of the facility (in above illustrated case) for the 3 preceding financial years in terms of para 5.2.3

FIRST REVIEW AFTER FIFTH YEAR OF CONTRACT (i.e. after 31.05.2033)				SECOND REVIEW AFTER EIGHTH YEAR (after 31.05.2036) and thereafter every 3 rd year			
Turnover considered for FYs (1)	Turnover (2)	CAGR (3)	Whether beyond 25% (4)	Turnover considered for FYs (1)	Turnover (2)	CAGR (3)	Whether beyond 25% (4)
2030-31	5.90 Cr	28.44%	Yes, 3.44%. Thus developer will pay to Railway 3.44% of total of previous 3 years GRF i.e. 3.44% of Rs. 3.55 Cr (1.12+1.18+1.25 as per (B) above)	2033-34	12.59 Cr.	4.34%	No. Thus no lump sum amount shall be charged from developer
2031-32	10.10 Cr.			2034-35	13.80 Cr.		
2032-33	12.55 Cr.			2035-36	14.30 Cr.		
