No.TCR/1394/2020/7/3331704       New Delhi, dated 16.02.2021

Principal Chief Commercial Manager,
Northern Railway,
New Delhi.

Sub.: BCBFG wagons – owned by M/s Adani Agri Logistic Ltd.

Reference above, requesting Board’s instructions on running of BCBFG wagons owned by M/s Adani Agri Logistic Ltd.

Kindly take cognisance of Board’s letter No 2006/TC(FM)/18/1 Dated 27April2006 on Development and Operation of Bulk Food Grains Handling, Storage & Transportation facilities under BOO arrangement mentioning requirement of Agreement.

Zonal Railway is again advised to sign the agreement which will have retrospective effect i.e. from the date of first movement of the BCBFG wagon.

The salient features of the agreement may be decided considering the followings:

1. The wagons owned by M/s Adani Agri Logistic Ltd. do not fall in any similarly placed entities, since the wagons owned by M/s Adani Agri Logistic Ltd. are peculiar in nature and were owned in accordance to the agreement between M/s Adani Agri Logistic Ltd. and FCI. Railway was not party at the time of owning of wagons. Therefore, these wagons will not be placed in any other extant privately owned wagon entities.

2. It was deliberated and decided (No.TCR/1618/2007/28 dated 29.05.2009) not to grant any rebate in freight for transportation of foodgrains of FCI in BCBFG wagons owned by M/s Adani Agri Logistic Ltd.

3. BCBFG wagons are covered under Hopper Wagons, and accordingly free time is to be granted to BCBFG wagons under EOL scheme. (No.2021/TCFM/18/01 dated 27.01.2021.


   
   a. For the purpose of granting trainload rate benefit, the standard rake size of BCBFG will be 50 wagons and minimum number of wagons required to be loaded will be 47 wagons.

   b. Guidelines applicable from the date of commissioning of the operation of BCBFG rakes owned by M/s Adani Agri Logistic Ltd. i.e. from 14.10.2008 will be – (i) Empty haulage charges for empty haulage of these wagons is not leviable for movement from the unloading point back to loading point. (ii) Empty haulage charges for maintenance of these wagons will also be levied. (iii) The maintenance charges will be levied as applicable for other privately owned wagons.
c. Engine hire charges will be leviable for detention of engine after granting free time prescribed for loading and unloading of hopper wagons under engine on load concept.

d. The rate of engine hire charges will be same as notified by Ministry of Railways from time to time.

e. Shunting charges will not be leviable.

f. Stabling charges will be levied as per extant instructions issued by Ministry of Railways from time to time.

g. If commercial staff are posted by railway exclusively for the siding, the extant siding rules for recovery of staff cost should be applicable.

h. Demurrage charges and wharfage charges will not be leviable.

i. The instructions regarding weighment and re-weighment issued from time to time by Ministry of Railways will be applicable on these wagons.

j. Re-weighment of already waived rakes at en-route/destination should not be done normally.

k. All commercial instructions for dealing with goods traffic including that for private siding by Ministry of Railways will be applicable to the extent not contrary to above instructions.

6. Board’s letter No.2013/M(N)/951/7 dated 12.09.2014 & 16.01.2020 – maintenance of these wagons will be done by Indian Railways on payment as per agreement to be executed with M/s Adani Agri Logistic Ltd. Routine maintenance costs including yard examination, regular overhauling (ROH), periodical overhauling (POH) and repairs due to normal wear and tear of these wagons will be charged at a fixed 5% of capital cost of the wagons per annum (excluding special components which are procured by M/s Adani Agri Logistic Ltd. and supplied to railway whenever necessary). Un-scheduled repairs arising out of reasons other than accidents e.g. damage of wagon body, centre sill, head stock or sole bar etc. including faulty manufacture, will be charged to M/s Adani Agri Logistic Ltd. over and above the 5% of capital cost per annum. In case of accident the cost of repair shall be charged to the railway or to M/s Adani Agri Logistic Ltd. depending upon who is found responsible for the accident as per the inquiry report. Railway shall not be held responsible for any damage of BCBFG wagons in case of mishandling/accidents attributable to party.

7. Board’s letter No.TT-I/10/AA/59 dated 07.02.2006 and its clarifications – Rail transport clearance to M/s Adani Agri Logistic Ltd. was granted for construction of private siding at Moga, Kaithal, Elavur (Chennai), Madukkarai (Coimbatore), Oddarhalli (Bangalore), Taloje (New Mumbai) and Bendel (Hoogly) Railway Stations for movement of outward movement of wheat and paddy. The movement will be subject to conditions laid down in the letter and as amended from time to time by Ministry of Railways.

This issues in consultation with Freight Marketing, Traffic Transportation, Mechanical Directorates and with the concurrence of Finance directorate of Ministry of Railways.

(KK Mishra)
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Copy to: PCCMs, All zonal Railways (except NR)