

COMMERCIAL CIRCULAR LETTER No.180 OF 2020
DRAFT NOTIFICATION FOR TRC No.09 OF 2020
(Goods)

Sub: Introduction of Engine on Load (EOL) Scheme for Greenfield PFT of M/s Vimla Infrastructure (India) Private Limited (**VIPN**) served by Narsingapalli Station of BZA Division.

Ref: Commercial Circular Letter No.82 of 2017 & 98 of 2017.

1. With effect from 10-3-2017, the Greenfield PFT of M/s Vimla Infrastructure (India) Private Limited served by Narasingapalli Railway Station was notified for handling all traffic except "C" priority Coal and Coke vide this office Commercial Circular No. 82 of 2017. However, outward loading of Coal and Coke under "D" Priority is allowed. PFT owners may also be permitted to handle outward Iron Ore or Iron Ore Pellet traffic from PFTs. This PFT is not opened to handle POL traffic.

2. **The Alphabetical Code and Numerical Code of the PFT is as under:**

| Name of the Greenfield Private Freight Terminal | Alphabetical Code | Numerical Code |
|--|-------------------|----------------|
| M/s Vimla Infrastructure (India) Private Limited served by Narsingapalli Station | VIPN | 09028631 |

3. M/s Vimla Infrastructure (India) Private Limited (**VIPN**) served by Narsingapalli Station further requested for introduction of Engine on Load (EOL) Scheme in terms of Para 12 and Sub-Para 12.10 of Master Circular on PFT2020/0 dated 23.06.2020.

4. The Competent Authority has approved for implementation of Engine on Load (EOL) Scheme with effect from 04.09.2020 for a period of one year for the Greenfield PFT of M/s Vimla Infrastructure (India) Private Limited (**VIPN**) served by Narsingapalli Station.

5. The validity period of one year **with effect from 04.09.2020 to 03.09.2021** is in accordance with the terms and conditions laid down vide Freight Marketing Circular No.5 of 2013 and that of EOL agreement executed between South Central Railway and M/s Vimla Infrastructure (India) Private Limited (**VIPN**).

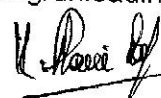
6. Free Time for Loading/unloading of various types of block rakes under the Engine on Load (EOL) Scheme as notified by Railway Board is as under:

| S.No. | Types of Rake | EOL Free Time (in hours & Minutes) | |
|-------|--------------------------------|---------------------------------------|-----------|
| | | Loading | Unloading |
| 1 | Open Rake (BOXN etc.) | 3.00 | 5.00 |
| 2 | Hopper Rake (BOBR etc.) | 3.00 | 2.00 |
| 3 | Covered Rake (BCN, BCNHL etc.) | 6.00 | 6.00 |
| 4 | Tank rake (BTPN etc.) | 5.00 | 5.00 |

The free time mentioned above is governed by the Rates Circular No.23 of 2012. In case any changes are made by Railway Board in the free time in future, the same will be applicable at this Private Freight Terminal also from the date of such changes.

7. In case loading/unloading operations exceed the permissible EOL free time, demurrage charges will be applicable as per the extant rules.

8. The free time mentioned above will be reckoned for loading/unloading of rakes from their placement to release.


090920

In continuation of Commercial Circular Letter No.xxx of 2020 Draft Notification for TRC No.09 OF 2020 (**Goods**)

Sub: Introduction of Engine on Load (EOL) Scheme for Greenfield PFT of M/s Vimla Infrastructure (India) Private Limited (**VIPN**) served by Narsingapalli Station of BZA Division.

9. Exemption from Engine Hire Charges:

If the Terminal Management Company requires to utilize the Train Engine during loading/unloading of the rake, within the free time prescribed, the same will be allowed without levying any additional shunting charges. However, if the Railway locomotives are used beyond the permissible free time, then applicable shunting engine charges will be levied for the extra time taken after expiry of free time. Shunting charges shall be levied from expiry of free time under EOL to the rake departure time from the siding at the rate of All India Engine Hour Cost notified from time to time.

9. Shunting charges accrued on account of extra detention of engines beyond the free time shall be raised by Railway Administration on a ten day period basis and payment of such charges also shall be done regularly by Terminal Management Company within ten days of the billing date.

10. Exemption from Staff Cost:

During the period of EOL Agreement i.e. one year, the cost of all the Railway Staff posted, will be borne by Railways (Authority: Railway Board's Master Circular on PFT/2020/0 dated 23.06.2020).

"Staff in the field units should read the above instructions carefully and understand the same, thoroughly. Thereafter, the instructions should be implemented. In case of any doubts, letter may be addressed to the respective Sr DCMs with copy to PCCM's office.

All staff to note and act accordingly.

Previous Commercial Circular No.179 of 2020
Sub: Hire Charges on Wagons interchanged –revision of


(K. Phani Raj) 090920
ACM/M&D

for Principal Chief Commercial Manager

SOUTH CENTRAL RAILWAY

Headquarters Office,
Commercial Branch,
Secunderabad 071

No.C.450/Mktg/PFT/Vimla/Vol.IV

Date:09.09.2020

Copy forwarded to:

DRMs/Sr.DCMs/Sr.DOMs/Sr.DFMs- SC and BZA.CCM, CCO, COM, CFTM, CCM/FS, SDGM/SC, FA&CAO (T)/SC;
Dy.CCM/FS, Dy.COM/Goods, Dy.COM/FOIS, STM/Goods, Principal Director of Audit/S.C. Railway/SC, Principal/ZRTI/MLY. PCCMs- S.RLY/CEN, C.Rly/CSTM, W.RLY/CCG, N.Rly/NDLS, N.E.Rly/GKP, E.Rly/HWH, S.E.Rly/CCC, N.C.Rly/ALD, N.E.F.Rly/GHY, N.W.Rly/Jaipur, S.E.C.Rly/Bilaspur, E.Co.Rly/B BS, W.C.Rly/ JBP, E.C.Rly/Hazipur, S.W.Rly/UBL. K.Rly./Belapur.
MD/CRIS, Chanakyapuri, New Delhi-23; GM/CRIS, 3rd Floor, MML Complex S.Rly./CEN, C.A.O (FOIS) CRIS Complex, Chanakyapuri, New Delhi-21, GM/CRIS/S.C.Rly/SC,


for Principal Chief Commercial Manager



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

Sl.No. **349**; Date: **4-9-2020**; Rs.100/-

Sold to Sri/Sm: **Vinay Lunia s/o. Gyan Chand Lunia**
For whom **Vimla Infrastructure (India) Private Limited**

20200186
MADAKA ARUNA
Licensed Stamp Vendor
L.No.03-12-002/2020
5-75, Gavara Jaggayapalem
Sheelanagar, Pendurthi
Visakhapatnam - 530 012
Cell: 8121443399; 9010640616

Agreement on Engine-On-Load- Scheme

This AGREEMENT made on this 4TH day of September 2020.

BY AND BETWEEN

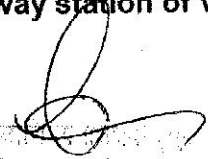
THE PRESIDENT OF INDIA acting through the South Central Railway Administration (hereinafter called as "the Railway Administration" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the one part;



AND

M/s.VIMLA INFRASTRUCTURE (INDIA) PVT LTD a company incorporated under the Companies Act 1956, having its registered office at 1st Floor, Mohsin Market, Gurunanak Chowk, M.G.Road, RAIPUR(C.G.)-492001 (hereinafter referred to as the "Terminal Management Company", which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the other part

1. GENERAL AGREEMENT

1.1. This agreement is between South Central Railway and the PFT/TMC owner in respect of introduction of Engine-On-Load Scheme (EOL) at **M/s. VIMLA INFRASTRUCTURE (INDIA) PVT LTD (VIPN) served by Narsingapalli Railway station of Vijayawada Division.**


Dy. Chief Commercial Manager, C
South Central Railway
విజయవాడ/SECUNDERABAD.

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- 1.2. This agreement has to be read in consonance with the Private Freight Terminal agreement dated 9th day of March 2017.
- 1.3. In order to improve the utilisation of the rolling stock, and help the customers in prompt clearance of freight trains from PFT, the 'Engine-on-Load'(EOL) Scheme is being implemented at VIPN/NASP. Under the "EOL" operations, the train engine will remain available during loading or unloading operations in the PFT and wait on Railways' account so as to work the train immediately after loading/unloading operation is completed.

2.0. ELIGIBILITY

- 2.1. The Terminal Management Company has developed facilities for loading and unloading on "Engine on Load" concept and designed yard layouts to facilitate the same. "Engine on Load" would mean loading or unloading in such manner and within such time as specified by Railway Board from time to time and would permit clearance of the same rake by the same engine.
- 2.3. The Terminal Management Company has provided full rake handling facility at VIPN/NASP and the Private Freight Terminal shall be notified for charging of freight on through distance basis.

3.0. PERMISSIBLE FREE TIME

- 3.1. Free time for loading/unloading operations under the "EOL" will be lower than the normal free time so as to minimise detention to the wagons and the waiting period of the locomotives. Free time for loading/unloading of various types of block rakes on "Engine on Load" (EOL) Scheme is as under:

| S.No. | Types of the Rake | EOL FREE TIME (in hours. Minutes) | |
|-------|-------------------------|--------------------------------------|-----------|
| | | Loading | Unloading |
| 1 | Open Rake (BOXN etc.) | 3.00 | 5.00 |
| 2 | Hopper Rake (BOBR etc.) | 3.00 | 2.00 |
| 3 | Covered Rake (BCN etc.) | 6.00 | 6.00 |
| 4 | Tank Rake (BTPN etc.) | 5.00 | 5.00 |

- 3.2. In case any changes are made by Railway Board in the free time in future, the same will be applicable at this Private Freight Terminal also from the date of such changes. The present EOL free time as notified by Railway Board is indicated above, which is subject to revision from time to time as notified by Railway Board.
- 3.3: In case loading/unloading operations exceed the permissible EOL free time, demurrage charges will be applicable as per extant rules.
- 3.4. The free time mentioned above will be reckoned for loading/unloading of rakes from their placement to release.



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3.5. The free time in case of Terminals on "EOL" system are governed by the Rates Circular No. 23 of 2012 (as amended from time to time)

4.0. **EXEMPTION FROM ENGINE HIRE CHARGES**

4.1. If the Terminal Management Company requires to utilize the train engine during loading or unloading of the rake, within the free time prescribed, the same will be allowed without levying any additional shunting charges. However, if the Railway locomotives are used beyond the permissible free time, then applicable shunting engine charges will be levied for the extra time taken after expiry of free time. Shunting charges shall be levied from the expiry of free time under EOL to the rake departure time from the siding at the rate of All India Engine Hour Cost notified from time to time.

4.2 Shunting charges accrued on account of extra detention of engines beyond the free time shall be raised by Railway Administration on a ten day period basis and payment of such charges also shall be done regularly by Terminal Management Company within ten days of the billing date.

5.0 **EXEMPTION FROM STAFF COST**

During the period of this agreement, the cost of all the Railway staff posted in the siding will be borne by Railways (Authority, Railway Board's Freight Marketing/ Master Circular/PFT/2020/0 dated 23.06.2020).

6.0. **GENERAL**

6.1 The Terminal Management Company shall provide suitable resting facilities to the train crew in their premises.


6.2 The Terminal Management Company shall also permit the train crew to avail the facilities of staff canteen in their premises on payment of charges as prescribed for their own staff.

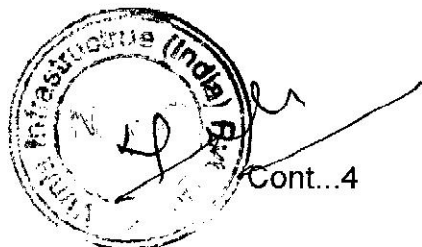
7.0. **VALIDITY OF AGREEMENT**

As per Railway Board Freight Marketing Circular No 5 of 2013 in regard to policy guidelines for implementation of EOL scheme, this Agreement is executed. However, the Agreement period is valid for one year from the date of its operations. Further, this agreement is subject to policy changes advised by Railway Board from time to time. The agreement will be reviewed after completion of the one year period.

8.0 **TERMINATION**

Railway Administration and Terminal Management Company have the right to terminate the agreement by serving a letter of termination on the other party by giving three months notice, in case of default or it appears that other party is not complying with terms of agreement.


 Dy. Chief Commercial Manager (CCM)
 दक्षिण मध्य क्षेत्र / South Central Railway
 बिक्रमपुर/SECUNDERABAD.


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9.0 ARBITRATION

9.1 In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any articles or conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to an arbitral tribunal to be appointed by the General Manager, South Central Railway for the time being, and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the General Manager will mean the head of the South Central Railway Administration.

If one or more of the arbitrators appointed by the General Manager resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so for any reason whatsoever or dies, the General Manager will have the power to appoint a new Arbitrator to act in his place. Such arbitral tribunal shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator.


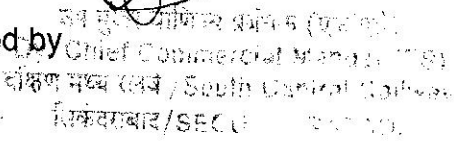
The arbitral tribunal may from time to time, with the consent of parties _____ to these presents enlarge time from making and publishing the award.


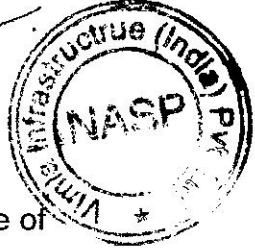
10.0 The seat of Arbitration shall be at Vijayawada and within the Jurisdiction of Andhra Pradesh Courts.

In witness whereof: the parties to these presents have hereunto set and subscribed their hands at the places and does hereinafter mentioned respectively.

for and on behalf of the
President of India

for and on behalf of.
M/s.Vimla Infrastructure (India) Pvt Ltd


Signed by 
Chief Commercial Manager (CCM)
दक्षिण मध्य रेलवे / South Central Railway
सिकंदराबाद/SECUR


Signed by 
Date:
Signed in the presence of

Date:
Signed in the presence of :