

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
RAILWAY BOARD

No. 2021/Tourism/140/03

New Delhi, dated: 23/11/2021

The General Managers  
All Zonal Railways

(Commercial Circular No. 14 of 2021)

Sub:- Operation of Theme- Based 'Bharat Gaurav Trains' over Indian Railways

**Objective** - Showcase India's rich cultural heritage and magnificent historical places to the people of India and the world, through *Bharat Gaurav Trains* (Theme- based Tourist Circuit trains).

**Brief Scope of Policy**

- Indian Railways aims to leverage the core strengths of the professionals of the tourism sector to run theme based trains to tap the vast tourist potential of India.
- Under this scheme, registered Service Providers shall be offered rakes under "Right to Use" model by Indian Railways (IR) for operations of Bharat Gaurav Trains. Service Providers shall also have the option of procurement of new coaches directly from production units through the NRC (Non Railway Customer) plan.
- The Service Provider shall have the flexibility to decide the business model including themes, routes, itinerary, tariff and other attributes connected with this model.

**Modalities for operation of Theme based 'Bharat Gaurav Trains'**

**1. Identification of Coaches**

- 1.1 Indian Railways shall initially earmark the pool of ICF coaches to be utilized under this scheme in various categories viz AC-I, AC-II, AC-III, SL, AC Chair car (CC), Pantry and SLR (Guard Van). The list of such coaches as on date along with their location is enclosed as *Annexure - I* for the purpose of inspection by service provider only. Physical allocation of the coaches may be the same or similar type of coaches. Later other categories of coaches will also be offered. In case any service provider wishes to take other types of coaches, then such coaches will be made available on receiving demand. The pricing for other coaches will be different from the pricing for the coaches offered now.
- 1.2 The selected pool of coaches shall be allotted to the registered Service Providers for the duration of the agreement. Coach ownership will rest with the Railways unless the Service Provider opts to buy coaches outright.

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- 1.3 The composition of the rake shall be a minimum of 14 coaches and a maximum of 20 coaches, including mandatory 2 SLRs (Guard Vans).
- 1.4 The Service Providers can also opt for unfurnished ICF Coaches, in which seats / berths / compartments will be removed by Railways before handing over the coaches.
- 1.5 The Service Providers can also procure new coaches or bare shells directly from Production Units of Indian Railways.
- 1.6 The allotment of coaches for a particular rake, as far as possible, shall be such that all coaches have similar residual codal life and major /minor maintenance schedules fall due for all the coaches concurrently.
2. **Eligibility:** The applicant category and supporting documentation to be submitted are as follows:
- 2.1 Individual - PAN Card copy (self attested).
- 2.2 Partnership Firm - Certificate of Registration.
- 2.3 Company - Certificate of incorporation.
- 2.4 Society - Society Registration Certificate.
- 2.5 Trust - Registration Certificate of Trust.
- 2.6 Joint Ventures (Unincorporated/Incorporated) - Agreement and or Registration copy.
- 2.7 Consortium (Unincorporated/Incorporated) - Agreement and or Registration copy.
3. **Registration of Interested Service Providers**
- 3.1 Online Registration facility would be available on the website [www.indianrailways.gov.in](http://www.indianrailways.gov.in) under "Bharat Gaurav Trains" link.
- 3.2 The Service Provider shall pay a non-refundable registration fee of Rs. 1,00,000 (Rs One lakh Only) on the portal itself with specific Zonal Railway selected by the Service Provider.
- 3.3 The concerned Zonal Railway shall examine the request for registration along with the documents submitted and confirm the registration on the website within 10 working days of the receipt of such request.
4. **Right to Use (RU) Period**
- 4.1 Under the Right to Use (RU), rake(s) shall be provided for a minimum period of two (02) years and a maximum period up to the residual codal life of the coaches.
- 4.2 Extension of RU period if sought by the Service Provider will be considered based on mutual consent between the Service Provider and the Railways.

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considering the residual life of the coaches and the extant charges prevailing at the time of such extension.

- 4.3 On expiry of RU period, Service Provider shall return the rake in the same condition as was being operated prior to the expiry of the RU period, subject to normal wear and tear. Service Provider shall be free to remove the extra design items, furnishing, ornamental items, utensils etc that were provided in line with the theme. Railway administration will undertake a joint inspection of the coaches with the Service Provider before the handover of these coaches by the Service Provider.

## 5. Placement of demand for Rake by Service Provider

- 5.1 The registered Service Provider shall place online demand specifying the coach composition along with a refundable Rake Security Deposit (RSD) of Rs 1 (One) Crore per rake irrespective of the composition of the rake.
- 5.2 A rake is composed of 14-20 coaches inclusive of 2 SLRs for this purpose.
- 5.3 The Rake Security Deposit will need to be submitted in the form of Performance Bank Guarantee (PBG) valid for a period of 60 days beyond the RU period (format enclosed as *Annexure - II*) from a nationalized/scheduled commercial bank only. In case the RU period is extended as per terms mentioned in para 4.2 above, the validity of PBG shall be extended accordingly. A copy of the PBG shall be uploaded online and the original PBG shall be submitted within 72 hours in the office of the nodal officer for verification. The RSD will be released at the end of the RU period after adjusting dues of IR, if any.
- 5.4 In case, the original PBG is not submitted within time specified in para 5.3, priority order as defined in para 6.2 would be deemed cancelled.
- 5.5 The verification of PBG shall be done by nodal Zonal Railway within 7 days of submission of original PBG.

## 6. Rake Allotment process

- 6.1 Under this scheme, coaches would be offered in two slabs i.e. coaches having age of more than 15 years and up to 20 years, and coaches having age of more than 20 years and up to 25 years.
- 6.2 The rake allotment would be based on priority order on the basis of system generated date and time stamp at the time of payment of Rake Security Deposit (RSD) by the Service Provider. In case of a tie, allotment shall be done based on the draw of lots.

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- 6.3 Allotment of coaches against the rake demand shall be done subject to verification and approval of PBG by the nodal Zonal Railway as specified in para 5.3 above.
- 6.4 In case the performance bank guarantee as RSD by the service provider is not found to be in order, the linked priority number would be deemed as cancelled.
- 6.5 Allotment of the rake shall be done by a central committee led by Executive Director/Coaching) and supported by Executive Director/ Mechanical engineering (Coaching) in Railway Board. They would be assisted by Zonal Railway committees as defined in para 8.1 of this policy.
- 6.6 The nodal Zonal Railway shall undertake physical handing over of the rake after payment of annual RU charges and signing of the agreement with Service Provider within 10 working days of allotment of coaches. In case of delay by the Service Provider beyond 10 working days, Railway reserves the right to cancel the priority order and the allotment of coaches.

## 7. Applicable Charges for Theme based Bharat Gaurav Trains

### 7.1 Right to Use (RU) charges

- 7.1.1 These are the annual charges to be paid by the Service Provider in advance for taking possession of the rake. As the rakes will be allotted for a minimum of two years, the annual charges for the second year and beyond shall be paid by the Service Provider 15 days prior to the completion of the immediately preceding year. Any delay in such payment will attract an interest of Bank Rate + 3% (annualized for the number of days of delay). If such payment is not made within 30 days after the expiry of the due date, the agreement may be terminated by the nodal Zonal Railway. ('Bank Rate' refers to the rate of interest specified by Reserve Bank of India from time to time in pursuance of Section 49 of Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect).
- 7.1.2 Total payable RU Charges would depend upon the number and type of coaches and age of the coaches allocated to the Service Provider for Bharat Gaurav trains. The calculation of RU charges would depend upon coach age falling in two slabs i.e. coaches having age of more than 15 years and up to 20 years, and coaches having age of more than 20 years and up to 25 years.

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For these two slabs, cost sheet of RU charges is as mentioned below:

**\*RU Charge per Coach per year (in Rs.)**

Type of Coaches	Coach Age More than 15 years and up to 20 years	Coach Age More than 20 years and up to 25 years.
AC-I (First Air Conditioned Class)	3,59,797.00	2,13,272.00
AC-II (Second Air Conditioned Class)	3,99,715.00	2,27,027.00
AC-III (Third Air Conditioned Class)	3,45,345.00	1,52,063.00
AC-CC (Airconditioned Chair Car)	3,67,093.00	1,44,323.00
SL (Sleeper)	1,83,901.00	96,007.00
Pantry Car	2,05,896.00	65,370.00
SLR (Guard Van)	1,89,816.00	61,554.00

\*Charges are fixed for 5 years (subject to revision thereafter) from the date of issue of this policy.

Note: In case of RU period being more than 5 years, RU charges of both the slabs would be applicable.

7.1.3 RU charges shall accrue from the date the coaches are handed over to the Service Provider. The charges shown in the table above are valid for 5 years. Revised charges would be applicable for all prospective agreements only, i.e. agreements made after the revision of charges. For any agreement which is extended on mutual consent on expiry of the existing agreement, the RU charge prevailing at the time of extension will apply.

7.1.4 No RU charges shall accrue in case the coaches are owned by the Service Provider or purchased through NRC (Non Railway Customer) plan from railway's own production units directly.

## 7.2 Stabling Charges

Stabling Charges shall be payable on an annual basis at a nominal rate of Rs.1000/- per rake per day for the period the rake is non-operational. This rate

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is applicable up to 100 non-operational days in a year. If the rake is non-operational for more than 100 days in a year, stabling charges at the rate of Rs 5000 /- per rake per day will be charged for the remaining idling days. The number of days covered under an itinerary, and number of days required for the repairs and maintenance of the rake shall be excluded for the purpose of calculation of Stabling Charges.

### 7.3 Haulage Charges

7.3.1 Haulage Charges per rake shall be derived from the Standard Train Costing Methodology and shall have components of Fixed Haulage Charge and Variable Haulage Charge as mentioned below.

(a) Fixed Haulage Charge - The fixed charge will be calculated for a year and will be payable in advance on a quarterly basis. The first instalment shall be payable within 15 days of physical handing over of the rake if no grace period as defined in para 9.3 is availed by Service Provider. This charge shall be levied irrespective of the number of trips operated by a rake during the year.

(b) Variable Haulage Charge - Variable haulage charges will accrue on a per km and per day basis as these will be linked to the distance travelled and the duration of the trip by a rake.

7.3.2 Fixed and variable haulage charges shall depend on the type and configuration of coaches in the rake opted by the Service Provider. Coaches have been divided into two age brackets i.e. coaches having age of more than 15 years and up to 20 years and coaches having age of more than 20 years and up to 25 years. Haulage charges have been shown at *Annexure - III* (fixed charges for ICF coaches) and *Annexure - IV* (variable charges for ICF coaches).

7.3.3 Fixed haulage charges are fixed for five years and shall be revised thereafter. Revised charges would be applicable for all prospective agreements only, i.e. agreements made after the revision of charges. For any agreement which is extended on mutual consent on expiry of the existing agreement, the fixed haulage charge prevailing at the time of extension will apply.

7.3.4 The component of depreciation in the fixed haulage charge shall be excluded for coaches owned by the Service Provider or purchased through NRC (Non Railway Customer) plan from production units directly. Haulage Charges for pre-owned/purchased coaches are shown in *Annexure - V*.

7.3.5 Empty haulage charges (*Annexure - VI*) will be applicable for any empty run of the rake to accommodate the itinerary of the Service

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Provider. Such empty haulage charges shall exclude terminal charges and onboard staff costs.

7.3.6 To and fro movement of empty rake on account of Railway's operational requirements will not be charged to the Service Provider.

7.3.7 During the trips for scheduled maintenance i.e. IOH and POH, variable haulage charge shall not be charged to the Service Provider

7.3.8 GST will be charged on all cost components as per extant guidelines. Any other taxes/levies, if applicable, shall be borne by the Service Provider.

#### 7.4 User Fee for Redeveloped Stations

For itineraries having boarding / deboarding from redeveloped stations, User Fee, as notified by IR, shall be chargeable based upon passenger manifest to be handed over by the service provider 24 hours in advance of commencement of the tour.

### 8. Operationalization of Tourist Circuit Trips

8.1 A committee of Chief Commercial Manager (Passenger Services) (nodal), Chief Passenger Transportation Manager, and Chief Rolling Stock Engineer /Coaching shall be formed at each Zonal Railway to address all the issues related to the Tourist Train operation. The nodal officer will be the single point of contact to process all requests/issues related to operation of Tourist Circuit Train.

8.2 After the allotment of rakes, the Service Provider will submit a detailed proposal to the Nodal Officer of the nodal Zonal Railways, 30 days in advance of the start of the itinerary. The detailed proposal shall comprise coach configuration, itinerary, timings, stoppages, etc. The nodal officer of the Zonal Railway where the Service Provider is registered will deal with all requests from the Service Provider, including movements of rakes even if originating from other Zonal Railways.

8.3 The concerned Zonal Railways shall work out the feasibility of proposed itinerary in coordination with other Zones of the route of O-D (Origin-Destination) with respect to path, stabling of rake (as per stoppages), watering and charging facility at stabling location and communicate approval of the itinerary, subject to suitable modifications, keeping in view the operational feasibility within 7 working days from submission of the itinerary by the Service Provider.

8.4 Railways reserve the right to suggest alternative itinerary in case of congestion on rail routes requested by the Service Provider.

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8.5 If the Service Provider cancels the proposed trip within less than 24 hours in advance of the start of the itinerary, then an amount of Rs 50,000 (Rupees Fifty Thousand) shall be charged as railways administrative cost. It will be deducted from the fixed haulage charge deposited by the Service Provider in advance. This amount will be recouped from the Service Provider at the time of payment of the next installment of fixed haulage charge.

8.6 Customer Support Unit shall be established under Commercial Department of the concerned Zonal Railway Headquarter to ensure the following:

- a) Ease of engagement with Zonal Railways
- b) Timely responses of the Service Providers from Nodal Officers
- c) Support for development of itineraries
- d) Timely allotment of coaches
- e) Timely approvals for itineraries
- f) Condition of coaches / Maintenance - good condition coaches to be provided
- g) Timely approvals for refurbishment/modifications
- h) Punctuality of train
- i) Operational support
- j) IEC (Information/Education/Communication) by Zonal Railway to attract the potential clients
- k) Regular Interaction with registered Service Providers by Zonal Railways to encourage them to demand coaches
- l) Information and publicity (IR and Ministry of Tourism websites etc)

## 9. Modification of Coaches

9.1 Minor modification/ refurbishment of the interiors of the coach is permissible within the safety protocols. Guidelines for interior refurbishment of the coach are indicated in *Annexure - VII*. It will be incumbent upon the Service Provider to obtain approval of modification/refurbishment from Railways. The approval shall be communicated to the Service Provider within 7 working days from the date of request.

9.2 The cost of such modifications/refurbishment will be borne by the concerned Service Provider. In case of allotment of unfurnished coaches, the cost of removal of seats/berths/compartments will be borne by IR.

9.3 A grace period of 3 weeks for payment of fixed haulage charge for regular coaches will be provided for undertaking minor modifications/refurbishment of coaches, from the date of approval of such modification. In case of unfurnished coaches, a grace period of two (2) months will be permitted for payment of fixed haulage charges. However, the RU charges shall start accruing from the date the coaches are handed over to the Service Provider. In case of any modification, the carrying capacity of the coaches will not exceed the standard carrying capacity of the respective coaches.

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10. **Operational and Maintenance practices**

- 10.1 Theme based trains will be uniquely numbered and operated according to the timings and stoppages defined in the itinerary and as approved by the Zonal Railways. These trains will be accorded priority at par with the Mail/Express Train for the purpose of train operations and punctuality. Accordingly, these trains will be controlled through COA (Control Office Application), and monitored through ICMS (Integrated Coach Management System). Running of these trains will be monitored by divisional controls.
- 10.2 The maintenance schedule (POH/IOH) shall be intimated to the Service Provider in advance by the nodal Zonal Railway on an annual basis for facilitating the planning of the itineraries.
- 10.3 Two (2) coach maintenance staff including one supervisor shall be deputed on train for each trip for attending to unusual occurrences or maintenance related issues during the journey. No extra charge shall be levied for these staff.

11. **Branding/ Advertisement Rights**

- 11.1 Branding of the train will be permitted. Naming rights for trains and display of the Service Provider's name are permitted. Third Party advertisement rights shall be permitted both inside and outside the train. However, the material used and contents/themes of advertisements should be in accordance with the specifications approved by Railways to ensure safety, aesthetics and cultural sensitivities and also following the Good Industry Practices.

12. **Accounting of Railway's Revenue**

- 12.1 All revenue receipts from RU charges, Stabling Charges and Haulage Charges accruing from operation of Tourist circuit trains under this scheme shall be accounted in a separate Account Head.

13. **Liability for Rail Accident Related Claims & Insurance**

- 13.1 Mandatory Insurance of the tourists shall be the liability of the Service Provider and Railways shall bear no liability in this regard.
- 13.2 All liability arising out of accident/untoward incident covered under Section 174 and Section 124A of Indian Railways Act shall be borne by the Indian Railways based on the Accident Inquiry Report.
- 13.3 In case of any accident involving Theme based Bharat Gaurav train or any other IR train resulting in diversion/ short termination of the Tourist train, IR will provide all possible assistance to the Service Provider on the best effort basis.

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- 13.4 The Service Provider shall indemnify Railways against any claim/demands made by any third party against the Railway administration in relation to any damage or loss caused to the tourist(s) traveling under this scheme.

#### 14. General Instructions

- 14.1 The Service Provider shall have freedom to adopt its own business model and decide the tariff to be charged from the tourists. The Service Provider may offer a comprehensive package with facility of rail transportation, accommodation, meals, local sightseeing etc. The Service Provider will be free to tie up for back-end services such as marketing, booking of tickets, catering, accommodations, etc. under their internal arrangements following Good Industry Practice. However, Railways reserve the right to check the train in case of complaints from tourists.
- 14.2 The Service Provider will be allowed to use the luggage portion of the SLR for carrying the luggage of tourists or for their own use only, keeping in view the safety of train operation.
- 14.3 The tickets/travelling authority issued by the Bharat Gaurav Train Operator shall be the valid authority to enter the station and for travelling in tourist circuit trains. However all the liabilities accruing on account of travelling ticket authority will rest with the Service Provider and not with the Railways. Liability of the Service Provider will be similar to the liability accruing on IR for the passenger travelling on tickets issued by Indian Railways.
- 14.4 The Theme based Bharat Gaurav trains shall be run only for the purpose specified in this policy, i.e to offer comprehensive tour packages to tourists. Bharat Gaurav Train Service Provider shall ensure that tourists cover all the destinations of the particular circuit during their tour and board/deboard only at their designated boarding/deboarding stations.
- 14.5 The Service Providers shall be liable to ensure security of the rake during the period the rake is under the care and custody of the Service Provider for the RU period.
- 14.6 No liquor or other alcoholic drinks permitted inside trains.
- 14.7 Articles prohibited as per Railway's notification should not be carried on these trains.

#### 15. Force Majeure

- 15.1 In the event of any Force Majeure the Service Provider shall, within a week from the commencement thereof, notify the same in writing to the Railway with reasonable evidence thereof. In an event of force majeure, Haulage Charges (fixed and variable) will not be levied for the days of non-operation of these trains on this account. RU charges and Stabling charges will however

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be payable by the Service Provider. Further, Railways shall not be liable for any loss/damage caused to the Service Provider due to such unforeseen events.

16. **Agreement between Zonal Railway and Service Provider**

16.1 An agreement entailing terms and conditions of RU of coaches and operation of Theme based Bharat Gaurav trains will be signed between the nodal Zonal Railway (from which the Service Provider is registered) and the Service Provider. The detailed terms and conditions of the Agreement will be issued by the Railway Board.

17. **Termination of the Agreement**

17.1 Subject to the provisions in the Agreement, Railway Administration may terminate the agreement with a Service Provider, giving a reasoned order without any notice, in the event of any grave irregularity committed by the Service Provider such as carrying of contraband items or any other illegal and prohibited activity being carried out on board the tour or during the stabling of rakes under the care and custody of Service Provider. In such cases, RSD shall be forfeited and no refunds of any charges paid by the service provider shall be granted.

17.2 Under all other conditions, both Railways and the Service Provider shall have the right to terminate the agreement by giving an advance notice of 90 days. The Rake Security Deposit will be released upon such termination by adjusting dues of Railways, if any.

17.2.1 Termination of agreement by Service Provider- RSD shall be released after adjustment of all due charges payable till the end of notice period and no refund shall be permissible for any advance payment already paid.

17.2.2 Termination of agreement by Railways:

(a) In case of termination by Railways is done on account of default by Service Provider, RSD shall be released after adjustment of all due charges payable till the end of notice period and no refund shall be permissible for any advance payment already paid.

(b) In case of termination by Railways is done without any reason attributable to Service Provider, RU charge and Fixed Haulage Charge paid by Service Provider shall be returned on proportionate basis considering the unutilized rake months. As an illustration, if a rake is used for 15 days and RU charge paid by the Service Provider is Rs. X on an annual basis, then Rs. X \* 11/12 shall be refunded to the Service Provider. RSD shall be released after adjustment of any dues.

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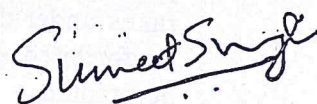
17.3 In case of privately owned/purchased coaches, novation of Agreement to another Service Provider will be permitted by Railways on the request of the original Service Provider.

**18. Applicability of Policy**

18.1 In the first phase, this scheme shall be limited till such time, number and type of coaches listed in Annexure 1 are available and rake formation is possible.

18.2 This policy shall be applicable for Bharat Gaurav Trains from the date of issue of this letter. However, charging principles for existing tourist trains applicable prior to the issue of this policy shall continue till 31.03.2022. As such, all tourist circuit trains shall be operated only under this policy w.e.f 01.04.2022.

This issues with the concurrence of the Finance Commercial Directorate of the Ministry of Railways and approval of the Board (Chairman & CEO, Member(O&BD), Member(TRS) and Member (Finance)).

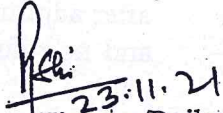


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Railway Board

No. 2021/Tourism/140/03

New Delhi, dated: 23/11/2021

Copy to: (i) PFA/All Zonal Railways for information and necessary action.  
(ii) The PCCMs, All Zonal Railways for kind information & necessary action.

  
For Member Finance/Railway Board

Copy for information & necessary action to:- (i) PED/Coaching, Railway Board, (ii) EDF(C&PPP), Railway Board, (iii) EDME/Coaching, Railway Board (iv) ED/EE(G), Railway Board (v) EDPM, Railway Board (vi) ED/IP, Railway Board (v) ED(S&E), Railway Board.