

Terms and Conditions for Carriage of Cargo in Containers:

I. Forwarding note

- (1) Every person entrusting any goods to CONCOR for carriage shall execute a forwarding note in such form as may be specified by CONCOR.
- (2) The consignor shall be responsible for the correctness of the particulars furnished by him in the forwarding note.
- (3) The consignor shall indemnify CONCOR against any damage suffered by it by reason of the incorrectness or incompleteness of the particulars in the forwarding note.

II. Inland Waybill

CONCOR shall issue Inland Waybill on the acceptance of the goods/container by it. The inland waybill shall be prima facie evidence of the receipt by CONCOR in apparent good order and condition, except as otherwise noted, of the total number of containers or other packages or units indicated in the inland waybills.

III. CONCOR's general responsibility as carrier

Save as otherwise provided in CONCOR Rules/Policies, CONCOR shall be responsible for the loss, destruction, damage or deterioration in transit, or non-delivery of any consignment, arising from any cause except the following, namely:-

- (a) act of God;
- (b) Act of war;
- (c) Act of public enemies;
- (d) Arrest, restraint or seizure under legal process;
- (e) Orders or restrictions imposed by the Central Government or a State Government or by an officer or authority subordinate to the Central Government or a State Government authorised by it in this behalf;

(f) Act or omission or negligence of the consignor or the consignee or the endorsee or the agent or servant of the consignor or the consignee or the endorsee;

(g) Natural deterioration or wastage in bulk or weight due to inherent defect, quality or vice of the goods;

(h) Latent defects;

(i) fire, explosion or any unforeseen risk: Provided that even where such loss, destruction, damage, deterioration or non-delivery is proved to have arisen from any one or more of the aforesaid causes, the CONCOR shall not be relieved of its responsibility for the loss, destruction, damage, deterioration or non-delivery unless the CONCOR further proves that it has used reasonable foresight and care in the carriage of the goods.

IV. Delay or retention in transit

CONCOR shall not be responsible for the loss, destruction, damage or deterioration of any consignment proved by the owner to have been caused by the delay or detention in their carriage if the CONCOR proves that the delay or detention arose for reasons beyond its control or without negligence or misconduct on its part or on the part of any of its servants.

V. Goods in defective condition or defectively packed

Notwithstanding anything contained in the foregoing provisions, when any goods entrusted to a CONCOR for carriage:

(a) Are in a defective condition as a consequence of which they are liable to damage, deterioration, leakage or wastage; or

(b) are either defectively packed or not packed in such manner as may be prescribed and as a result of such defective or improper packing are liable to damage, deterioration, leakage or wastage, and the fact of such condition or defective or improper packing has been recorded by the consignor or his agent in the forwarding note, the CONCOR shall not be responsible for any damage, deterioration, leakage or wastage or for the condition in which such goods are available for delivery at destination: Provided that the CONCOR shall be responsible for any such damage, deterioration, leakage or wastage or for the condition in which such goods are available for delivery at destination if negligence or misconduct on the part of the CONCOR or of any of its servants is proved.

When any goods entrusted to a CONCOR for carriage are found on arrival at the destination station to have been damaged or to have suffered deterioration, leakage or wastage, the CONCOR shall not be responsible for the damage, deterioration, leakage or wastage of the goods on proof by CONCOR-

(a) that the goods were, at the time of entrustment to the CONCOR, in a defective condition, or were at that time either defectively packed or not packed in such manner as may be prescribed and as a result of which were liable to damage, deterioration, leakage or wastage; and

(b) that such defective condition or defective or improper packing was not brought to the notice of the CONCOR or any of its servants at the time of entrustment of the goods to the CONCOR for carriage by railway: Provided that the CONCOR shall be responsible for any such damage, deterioration, leakage or wastage if negligence or misconduct on the part of the CONCOR or of any of its servants is proved.

VI. Responsibility of CONCOR after termination of transit

CONCOR shall be responsible as a bailee under sections 151, 152 and 161 of the Indian Contract Act, 1872 (9 of 1872), for the loss, destruction, damage, deterioration or non-delivery of any consignment.

Notwithstanding anything contained in the foregoing provisions of this clause, CONCOR shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of perishable goods, animals, explosives and such dangerous or other goods as may be prescribed, after the termination of transit.

VII. Exoneration from liability in certain cases

Notwithstanding anything contained in the foregoing provisions, CONCOR shall not be responsible for the loss, destruction, damage, deterioration or non-delivery of any consignment,-

(a) When such loss, destruction, damage, deterioration or non-delivery is due to the fact that a materially false description of the consignment is given on the Forwarding Note.

(b) Where a fraud has been practised by the consignor or the consignee or the endorsee or by an agent of the consignor, consignee or the endorsee; or

(c) Where it is proved by CONCOR to have been caused by, or to have arisen from—

- (i) Improper stuffing or de-stuffing of cargo in/from containers by the consignor or the consignee or the endorsee or by an agent of the consignor, consignee or the endorsee;
- (ii) riot, civil commotion, strike, lock-out, stoppage or restraint of labour from whatever cause arising whether partial or general; or

(d) For any indirect or consequential loss or damage or for loss of particular market.

VIII. Deviation of route

Where due to any cause beyond the control of CONCOR or due to congestion in the yard or any other operational reasons, goods are carried over a route other than the route by which such goods are booked, CONCOR shall not be deemed to have committed a breach of the contract of carriage by reason only of the deviation of the route.

IX. Lien

CONCOR shall have a lien on the cargo/container for all sums payable to CONCOR under this contract. CONCOR may exercise its lien at any time and any place in its sole discretion, whether the contractual carriage is completed or not. In any event, any lien shall extend to cover the cost of recovering any sums due and for that purpose CONCOR shall have the right to sell the goods by public auction/tender without notice to the shipping line/owner of the goods.

X. Dangerous or Hazardous Goods

The booking of containers containing dangerous goods by rail shall be accepted by CONCOR subject to compliance of rules and regulations contained in IRCA Red Tariff / IMDG code by customer. CONCOR will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and CONCOR's written approval to carry them.

When consignor delivers Goods of a dangerous or hazardous nature to CONCOR, the consignor shall fully inform CONCOR in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the

Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.

The Consignor shall be fully liable for and shall indemnify, hold harmless and defend CONCOR, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to CONCOR, any cargo, and other property, arising from such Goods and/or from the breach of above conditions, whether or not the consignor was aware of the nature of such Goods.

Nothing contained in this clause shall deprive CONCOR of any of its rights provided for elsewhere.

XI. Extent of monetary liability in respect of any consignment

CONCOR's monetary liability for loss/damage to any consignment while it is in CONCOR custody is for the actual value of cargo subject to maximum Rs.50 per kg.

The monetary liability for the actual value of cargo above Rs.50/- per kg shall be accepted by CONCOR for loss/damage to any consignment while it is in CONCOR's custody, only if customer opts booking of said consignment with payment of percentage charge as specified in CONCOR's tariff.

XII. Joint survey of consignments

Where the consignment arrives in a damaged condition or shows signs of having been tampered with and the consignee or the endorsee demands joint survey, CONCOR shall arrange for joint survey in such manner as may be prescribed.

XIII. Notice of claim for compensation

A person shall not be entitled to claim compensation against CONCOR for the loss, destruction, damage, deterioration or non-delivery of goods carried by CONCOR, unless a notice thereof is served by him or on his behalf,--

- (a) to CONCOR originating terminal to which the goods are entrusted for carriage; or
- (b) to CONCOR destination terminal within a period of six months from the date of entrustment of the goods.

XIV. Variation of the Contract

No servant or agent of CONCOR shall have the power to waiver, or vary any terms and conditions of this agreement unless such waiver or variation is in writing and is specifically authorized by Competent Authority of CONCOR in writing.

XV. Statutory Liabilities

Customers shall comply with all regulations or requirements of Customs, Port and other authorities, and shall bear and pay all duties, taxes, fines, expenses, or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient declaration and shall indemnify CONCOR in respect thereof.

XVI. Subcontracting

CONCOR shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, handling and storage of cargo / containers.

XVII. Law and jurisdiction

The above terms & conditions shall be governed by Indian Law. Any dispute arising from or in relation to these conditions shall be subject to Indian Law.