

No.NH-15015/121/97-PL

Dated, the 16th February, 1999

To,

The Chairman, National Highways Authority of India, All States Chief Engineers (dealing with Roads),
All Chief Engineers in MOST

Subject: Construction of Road Over/Under Bridges on Build, Operate & Transfer basis (BOT) - Reg.

I am directed to forward herewith a copy of Ministry of Railways (Railway Board) letter No.98/CE-I/Misc./14(BRO) dated 30th December, 1998, including enclosures, on the above mentioned subject for information/guidance.

[Enclosure to Ministry's Circular No. NH-15015/121/97-PL dated 16-2-1999]

Copy of letter No.98/CE-I/Misc./14(BRO) dated the 30th December, 1998 issued by the Executive Director Civil Engg. (B&S), M/O Railways (Railway Board), New Delhi to all Chief Engineers, Indian Railways all Chief Administrative Officers(Con.), Indian Railways

Subject: Construction of Road Over/Under Bridges on Build, Operate & Transfer basis (BOT)-Reg.

To have uniformity in regard to terms and conditions pertaining to agreement to be entered into with the State Governments/National Highways Authority of India for construction of Road Over/Under Bridges on Build, Operate and Transfer basis (BOT), a standard agreement format has been approved by the Board separately to be executed with the State Governments/National Highways Authority of India as the case may be. Standard Agreement **Format-I** is required to be used for entering into agreement with the State Government for those works which are fully under the control of the State Governments. Standard Agreement **Format-II** is required to be used for executing agreement with the National Highways Authority of India as second party and State Government(s) as the third party for those works which are executed by the National Highways Authority of India, but for closing of the Level Crossing, consent of the State Government is required. It is further made clear that these standard agreement formats/terms and conditions are applicable only to those Road Over/Under Bridges which are being constructed in lieu of Level Crossings, i.e., it is a pre-requisite that Level Crossing is closed on commissioning of the Road Over/Under Bridges.

In case of the other Road Over/Under Bridges which are being taken up by the State Governments/National Highways Authority of India on Build, Operate and Transfer basis (BOT), but not involving closing of the Level Crossing, the case may be dealt as per the existing rules on the subject.

Railways are further requested that copies of these standard agreement formats may be made available to the State Governments/National Highways Authority of India so that they are fully aware of the Railway's policy on the subject and delays in clearing of the proposals are eliminated.

Please acknowledge receipt of this letter.

FORMAT-I

STANDARD AGREEMENT FORMAT FOR EXECUTION WITH STATE GOVT.

Construction of Road Over Bridges/Under Bridges on B.O.T. basis (Build, Operate & Transfer) in lieu of existing level crossing No. _____ on _____ section

This agreement entered on.....day of(month) Ninety-nine between the President of India acting through the General Manager.....Railways, on the first part and the Governor of..... acting through the Secretary," Public Works Department on the second part.

Whereas, there exist various level crossings permitting vehicles and pedestrians to cross the Railway tracks within the State of

Whereas, many of these level crossings are unmanned resulting in serious hazards to the persons and vehicles crossing the Railway track.

Whereas, even in the case of manned level crossings, the closure of the crossings to enable the railways to pass through the track causes disruption to the road traffic and inconvenience to the public.

Whereas, the Ministry of Surface Transport have decided to grant concession to the private Entrepreneurs to construct the Road Over Bridges/Under Bridges in lieu of the existing level crossings on BOT basis, to facilitate road traffic.

AND, Whereas, the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.

It has now been agreed between parties as follows:

(A) The party in the first part shall

(1) on payment of the amounts mentioned hereunder provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under Bridges and their completion within the period stipulated under the Agreement.

(2) provide all assistance to the Entrepreneur for maintenance and management of the Road Over Bridges/Under Bridges during concession period and facilitate realisation of fees as agreed in the Concession Agreement.

(B) The party in the second part agree

(1) To give an undertaking to Railways before commencement of the work that the level crossing shall be closed permanently on commissioning of the Road Over/Under Bridge. Railway will not permit commissioning of the Road Over/Under Bridge unless the level crossing is closed.

(2) To execute a regular agreement and to pay the charges for preparation thereof on an established reciprocal basis or Rs.10/-, whichever is more, and stamping charges subject to recovery being as per Stamp Act, as may be in force at the time of execution.

(3) To submit drawings/designs and specifications, including temporary arrangements, if any, by State Govt for approval or the Railway Administration prior to inclusion in the bid document for entrepreneur appointed for execution. No addition/alteration/modification in the approved plans/drawings, etc. shall be made without prior approval of Railway Administration.

(4) To supervision/construction by Railway of all construction work of bridge proper across existing/future Railway tracks and payment of plan and estimate charges, supervision charges as per the codal provision to the Railway in advance so that necessary work charged organisation can be created in time for supervision of actual construction.

(4-a) The plan and estimate charges shall be 2 per cent and D&G (Direction & General) charges shall be 6.25 per cent of the estimated cost of the bridge proper, if the bridge is constructed by State Govt./Private Entrepreneur.

(4-b) If the bridge is constructed by the Railways on behalf of the State Govt/Private Entrepreneur, the charges shall be 2 per cent plan and estimate charges and 12.5 per cent D&G charges (Direction & General charges) of the estimated cost of the bridge.

(4-c) Cost of bridge as estimated by Railway itself or as approved by Railway if estimated by State Govt./Private Entrepreneur shall not be a matter of dispute. The D&G charges shall be subsequently applicable on final cost of construction of bridge proper. A suitable clause for the purpose of depositing of D&G charges, plan & estimate charges, with Railway shall be included in the Agreement to be executed between the State Govt. and the Entrepreneur.

(4-d) No work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.

(5) To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signalling and electrical installations or P-way or any other structures which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would include cost of works, the freight charges, D&G charges, etc. as per codal provision. D&G charges shall be payable at the rates indicated in para 3 above, i.e., 12.5 per cent of the estimated cost of the bridge if the work is done by the Railway.

(6) To award work on Road Over/Under Bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridge work under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridge work under such conditions.

(7) To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirements subject to the availability of engineering time allowance for that route and also prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the State Govt/Private Entrepreneur. No claims shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.

(8) To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time-to-time for safe running of trains.

(9) To pay on demand the cost of all such works including D&G charges at the rate of 12.5 per cent of the estimated cost of the work, in case the work need to be executed by Railway from safety consideration.

(10) That Lease/license period shall be — years and will not be changed by State Govt. without prior consultation with and the approval of the ——— Railway.

(11) That during the lease/licence period, bridge proper (over/under the track) shall be maintained by the State Govt./Private Entrepreneur at their cost under the supervision and inspection of the Railways. The State Govt./Private Entrepreneur shall pay to the Railways 6.25 per cent of the maintenance cost as supervision and inspection charges per annum. For the purpose of levy of these charges, the maintenance cost shall be taken as not less than 3 per cent of the completion cost of the bridge proper which may be revised by Railways as per laid down norms. These charges shall be deposited by the State Govt./Private Entrepreneur every year in advance. In case State Govt. wants Railways to carry out the maintenance during lease period, they shall pay 3 per cent of the completion cost as maintenance charges and 12.5 per cent of the maintenance cost as supervision and inspection charges. By maintenance it will be understood that it involves ordinary day-to-day maintenance. However, in case any major repairs are required, the cost of the same and the supervision charges, shall be borne by the State Govt./Private Entrepreneur. Decision of the Railways regarding maintenance works required shall be final and will not be a matter of dispute.

(12) That Rly's liability for maintenance of bridge proper, after lease/licence period is over, will be limited to 2-lane wide ROB/RUB only. The entire bridge proper will be maintained by Railways and State Govt. will pay to the Railways maintenance charge attributable to additional width. These charges shall be 3 per cent per annum (increased by 12.5 per cent) of the completed cost of additional width of ROB/RUB, liable to be revised without further notice. Railway may demand payment of these charges on capitalised basis as per rules.

(12-a) To ensure maintenance of bridge proper, road surface, including sanitation, lighting, drainage, dewatering during lease/licence period by the State Govt./Entrepreneur to the satisfaction of the Railway Administration.

(13) To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 1983 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.

(14) To follow Railways specifications, Indian Roads Congress (IRC) Codes, MOST specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/Engg. Institution before the same are submitted to Railway for approval. Railway's decision regarding modifications to the designs/drawings.

etc., shall be final and binding on the State Govt./Private Entrepreneur/Consultant and shall not be a matter of dispute.

(15) To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.

(16) To pay interest at the rate of 10 per cent per annum on all sums payable to the Railway Administration under any of the terms & conditions or these present, if not paid within a month from the date of demand in writing by the Railway Administration.

(17) That in metropolitan/urban areas/or other locations, where land is scarce and costly, bridge approaches shall be normally on stilts in Railway land. All other areas where land is not a problem, Railway may consider solid earthfill approaches in Railway land. Decision will be taken by the Railways on case-to-case basis as per the prevailing site conditions and requirement of the Railways and shall be binding upon the State Govt./Private Entrepreneur.

(18) To obtain approval from Railway for any addition or alteration and modification during execution. Certain special works, viz., shifting of cables, signalling posts, OHE structures including catenary/contact wires in electrified section, shifting of gate lodges, gate, closure of level crossing gate for temporary diversion, if any, pipeline or any other structure/installation within Railway boundary shall be done normally by Railway themselves. Entrepreneur shall deposit in advance expenditure to be incurred for such work together with D&G charges at the rate of 12.5 per cent with the Railways.

(19) That Railway shall have the absolute authority to stop the work if at any point of time it is noticed or considered that execution of work is not progressing as per approved scheme(plan) or as per directives issued from time-to-time. The decision to permit commencement of the work again after rectification will rest with Railways.

(20) To ensure that entrepreneur shall carry out and complete the maintenance shortfalls as pointed out by Railway during schedule inspection as well as special inspection of bridge carried out from time-to-time, failing which Railway shall carry out such work at the cost of State Govt./Entrepreneur.

(21) To have way leave facilities as an acknowledgement of the ownership of the - Railway of the land on which the road over/under bridge proper is constructed. The entrepreneur shall pay a total of Rs. 5000/- per year up to two-lane road crossing two tracks and Rs. 10000/- per year in case the bridge is wider than two-lane and/or crossing more than two tracks. Railway may demand payment of these charges on capitalised basis taking interest @10 per cent per annum.

(22) That after the lease/licence period/Agreement period is over, structures/facilities created for commercial exploitation of the space below approaches, if any, falling in the Railway land together with bridge proper, will revert back to the Railways free of the cost and all future earnings will accrue to the Railways and Railways reserve the right to commercially exploit or use for any other purpose, the space/structures below approaches falling in Railway land and State Governments will have no claims on it.

(23) To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the entrepreneur, such as, increase in the thickness of the road surface. Any such change should have the prior approval of the - Railway.

(24) To pay to ——— Railway the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road Over/Under Bridge. All necessary precautions would be taken promptly by the entrepreneur as directed by the Railway Administration from time-to-time in order to prevent such occurrences.

(25) That it would be ensured by the entrepreneur that the structures are in sound and well maintained condition at the time of handing over to ——— Railway.

(26) To ensure that entrepreneur shall carry out the work close to overhead equipments in electrified

section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and entrepreneur shall not have any right or claim for such shut down period.

(27) To ensure that the entrepreneur shall carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of I.I.T. or Engineering College at his own cost and such record shall be made available for inspection whenever demanded by Railways.

(28) To ensure that entrepreneur shall carry out load test or PSC girder/girder in Railway portion at his own cost and under Railway's supervision.

(29) To pay or ensure payment to ——— Railway on demand, all the outstanding dues as stipulated in this agreement, payable by the Entrepreneur/State Govt. within 15 days of receiving the intimation in each case. The Government of ——— also agrees to fulfill, on behalf of the entrepreneur, all those liabilities towards ——— Railway which remain uncomplied by the entrepreneur.

(30) That in case of doubt or difference or disputes that may arise between the State Government and the ——— Railway Administration as to the true intent or meaning of these presents or any Article. Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the Railway Board (Ministry of Railways) and their decision thereon shall be final and conclusive and binding on both parties.

(31) That the term ——— Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.

(32) To incorporate in their agreement with the entrepreneur all those conditions/stipulations concerning entrepreneur as brought in this agreement.

(33) Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India, and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.

(34) Subject as otherwise provided in this agreement all notices to be given/taken on behalf of the State Government of ——— and all other actions to be taken will be given or taken by ——— on behalf of this State Government.

Signed by

_____ Railway

For and on behalf of the President, Union of India.

Signed in presence of

(1)

(2)

Signed by

For and on behalf of

Governor of _____

Signed in presence of

(1)

(2)

FORMAT-II

STANDARD AGREEMENT FORMAT FOR EXECUTION WITH N.H.A.I.

Construction of Road Over Bridges/Under Bridges on B.O.T. basis (Build, Operate & Transfer) in lieu of existing level crossing No. _____ on _____ section

This agreement entered on.....day of(month) Ninety-nine between the President of India acting through the General Manager.....Railways, on the first part and, National Highways Authority of India (N.H.A.I.), a statutory Corporation acting through on the second part and, Governor of acting through the Secretary, Public Works Department on the third part.

Whereas there exist various level crossings permitting vehicles and pedestrians to cross the Railway tracks within the State of

Whereas many of these Level crossings are unmanned resulting in serious hazards to the persons and vehicles crossing the Railway track.

Whereas even in the case of manned level crossing, the closure of the crossings to enable the railways to pass through the track causes disruption to the road traffic and inconvenience to the public.

Whereas the Ministry of Surface Transport/Party in the third part have decided to grant concession to the private Entrepreneurs to construct the Road Over Bridges/Under bridges in lieu of the existing level crossings on BOT basis, to facilitate road traffic.

AND Whereas the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.

It has now been agreed between parties as follows,

(A) The party in the first part shall

(1) on payment of the amounts mentioned here under provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under bridges and their completion within the period stipulated under the Agreement.

(2) provide all assistance to the Entrepreneur for maintenance and management of the Road over bridges/Under bridges during concession period and facilitate realisation of fees as agreed in the Concession Agreement.

(B) The parties in the second and third part agree to give an undertaking to Railways before commencement of the work that the level crossing shall be closed permanently on commissioning of the Road Over/Under Bridge. Railway will not permit commissioning of the Road Over/Under Bridge unless the level crossing is closed.

(C) The party in the second part agree :-

(1) To execute a regular agreement and to pay the charges for preparation thereof on an established reciprocal basis or Rs.10/-, whichever is more, and stamping charges subject to recovery being as per Stamp Act, as may be in force at the time of execution.

(2) To submit drawings/designs and specifications, including temporary arrangements, if any, by State Govt. for approval of the Railway Administration prior to inclusion in the bid document for entrepreneur appointed for execution. No addition/alteration/modification in the approved plans/drawings, etc. shall be made without prior approval of Railway Administration.

(3) To supervision/construction by Railway of all construction work of bridge proper across existing/future Railway tracks and payment of plan and estimate charges, supervision charges as per the codal provision to the Railway in advance so that necessary work charges organisation can be created in time for supervision of actual construction.

(3a) The plan and estimate charges shall be 2% and D&G (Direction & General) charges shall be 6.25% of the estimated cost of the bridges proper, if the bridge is constructed by N.H.A.I./Private Entrepreneur.

(3b) If the bridge is constructed by the Railways on behalf of the N.H.A.I./Private Entrepreneur, the charges shall be 2% plan and estimate charges and 12.5% D&G charges (Direction & General charges) of the estimated cost of the bridge.

(3b) If the bridge is constructed by the Railways on behalf of the N.H.A.I./Private Entrepreneur, the charges shall be 2% plan and estimate charges and 12.5% D&G charges (Direction & General charges) of the estimated cost of the bridge.

(3c) Cost of bridge as estimated by Railway itself or as approved by Railway if estimated by N.H.A.I./Private Entrepreneur shall not be a matter of dispute. The D&G charges shall be subsequently applicable on final

cost of construction of bridge proper. A suitable clause for the purpose of depositing of D&G charges, plan & estimate charges, with Railway shall be included in the Agreement to be executed between the State Govt. and the Entrepreneur.

(3d) No work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.

(4) To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signalling and electrical installations or P.way or any other structures which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would include cost of such works, the freight charges, D&G charges, etc. as per codal provision. The D&G charges shall be payable of the rates indicated in para 3 above, i.e. 12.5% of the estimated cost of the bridge if the work is done by the Railway.

(5) To award work of road over/under bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridge work under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridge work under such conditions.

(6) To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions; traffic blocks as per requirements subject to the availability of engineering time allowance for that route and also prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the N.H.A.I./Private Entrepreneur. No claims shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.

(7) To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.

(8) To pay on demand the cost of all such works including D&G charges at the rate of 12.5% of the estimated cost of the work, in case the work need to be executed by Railway from safety consideration.

(9) That Lease/license period shall be - years and will not be changed by N.H.A.I. without prior consultation with and the approval of the - Railway.

(10) That during the lease/licence period, bridge proper (over/under the track) shall be maintained by the N.H.A.I./Private Entrepreneur at their cost under the supervision and inspection of the Railways. The N.H.A.I./Private Entrepreneur shall pay to the Railways 6.25% of the maintenance cost as supervision and inspection charges per annum. For the purpose of levy of these charges, the maintenance cost shall be taken as not less than 3% of the completion cost of the bridge proper which may be taken as not less than 3% of the completion cost of the bridge proper which may be revised by Railways as per laid down norms. These charges shall be deposited by the N.H.A.I./Private Entrepreneur every year in advance. In case N.H.A.I. wants Railways to carry out the maintenance during lease period, they shall pay 3% of the completion cost as maintenance charges and 12.5% of the maintenance cost as supervision and inspection charges. By maintenance it will be understood that it involves ordinary day-to-day maintenance. However in case any major repairs are required, the cost of the same, and the supervision charges, shall be borne by the N.H.A.I./Private Entrepreneur. Decision of the Railways regarding maintenance works required shall be final and will not be a matter of dispute.

(11) That Rly's liability for maintenance of bridge proper, after lease/licence period is over, will be limited to 2-lane wide ROB/RUB only. The entire bridge proper will be maintained by Railways and N.H.A.I. will pay to the Railways maintenance charge attributable to additional width. These charges shall be 3% per annum (increased by 12.5%) of the completed cost of additional width of ROB/RUB, liable to be revised without further notice. Railway may demand payment of these charges on capitalised basis as per rules.

(11a) To ensure maintenance of bridge proper, road surface, including sanitation, lighting, drainage, dewatering during lease/licence period by the N.H.A.I./Entrepreneur to the satisfaction of the Railway Administration.

(12) To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 1983 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.

(13) To follow Railways specifications, Indian Roads Congress (IRC) Codes, MOST specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/Engg. Institution before the same are submitted to Railway for approval. Railway's decision regarding modifications to the designs/drawings, etc., shall be final and binding on the N.H.A.I./Private Entrepreneur/Consultant and shall not be a matter of dispute.

(14) To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over/under bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.

(15) To pay interest of at the rate of 10% per annum on all sums payable to the Railway Administration under any of the terms & conditions of these present, if not paid within a month from the date of demand in writing by the Railway Administration.

(16) That in metropolitan/urban areas/or other locations, where land is scarce and costly, bridge approaches shall be normally on stilts in railway land. All other areas where land is not a problem, Railway may consider solid earthfill approaches in Railway land. Decision will be taken by the Railways on case basis as per the prevailing site conditions and requirement of the Railways and shall be binding upon the N.H.A.I./Private Entrepreneur.

(17) To obtain approval from Railway for any addition or alteration and modification during execution. Certain special works, viz., shifting of cables, signalling posts. OHE structures including catenary/contact wires in electrified section, sifting of gate loadges, gate, closure of level crossing gate for temporary diversion if any, pipeline or any other structure/installation within Railway boundary shall be done normally by Railway themselves. Entrepreneur shall deposit in advance expenditure to be incurred for such work together with D&G charges at the rate of 12.5% with the Railways.

(18) That Railway shall have the absolute authority to stop the work if at any point of time it is noticed or considered that execution of work is not progressing as per approved scheme (plan) or as per directives issued from time to time. The decision to permit commencement of the work again after rectification will rest with Railways.

(19) To ensure that Entrepreneur shall carry out and complete the maintenance shortfalls as pointed out by Railway during schedule inspection as well as special inspection of bridge carried out from time to time, failing which Railway shall carry out such work at the cost of N.H.A.I./Entrepreneur.

(20) To have way leave facilities as an acknowledgement of the ownership of the --- Railway of the land on which the road over/under bridge proper is constructed. The entrepreneur shall pay a total of Rs.5000/- per year up to two lane road crossing two tracks and Rs.10000/- per year in case the bridge is wider than two lane and/or crossing more than two tracks Railway may demand payment of these charges on capitalised basis taking interest @10% per annum.

(21) That after the lease/licence period/Agreement period is over structures/facilities created for commercial exploitation of the space below approaches, if any, falling in the Railway land together with bridge proper, will revert back to the Railways free of the Cost and all future earnings will accrue to the Railways and Railways reserve the right to commercially exploit or use for any other purpose, the space structures below approaches falling in Railway land and State Governments will have no claims on it.

(22) To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the entrepreneur such as increase in the thickness of the road surface. Any such change should have the prior approval of the --- Railway.

(23) To pay to - Railway the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over/under bridge. All necessary precautions would be taken promptly by the Entrepreneur as directed by the Railway Administration from time to time in order to prevent such occurrences.

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- (24) That it would be ensured by the Entrepreneur that the structures are in sound and well maintained condition at the time of handing over to Railway.
- (25) To ensure that Entrepreneur shall carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and Entrepreneur shall not have any right or claim for such shut down period.
- (26) To ensure that the Entrepreneur shall carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of I.I.T. or Engineering College at his own cost and such record shall be made available for inspection whenever demanded by Railways.
- (27) To ensure that Entrepreneur shall carry out load test of PSC girder/girder in Railway portion at his own cost and under Railway's supervision.
- (28) To pay or ensure payment to -- Railway on demand, all the outstanding dues as stipulated in this agreement, payable by the Entrepreneur/N.H.A.I. within 15 days of receiving the intimation in each case. The Government of -- also agree to fulfill, on behalf of the Entrepreneur, all those liabilities towards -- Railway which remain uncomplied by the Entrepreneur.
- (29) In case of doubt or difference or disputes that may arise between the N.H.A.I. and the -- Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing here in mentioned, every such dispute, doubt or difference shall be referred to the Railway Board (Ministry of Railways) and their decision thereon shall be final and conclusive and binding on both parties.
- (30) The term --- Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.
- (31) To incorporate in their agreement with the Entrepreneur all those conditions/stipulations concerning Entrepreneur as brought in this agreement.
- (32) Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.
- (33) Subject as otherwise provided in this agreement all notices to be given/taken on behalf of the N.H.A.I. -- and all other actions to be taken will be given or taken by -- on behalf of this N.H.A.I.

Signed by

--- Railway

For and on behalf of the

President, Union of India.

Signed in presence of

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Signed by

For and on behalf of

N.H.A.I.....

Signed in Presence of

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Code No.	Drawing No. & Date	Title	Page No.
13201	ISWANTH/40547/1/27-2/8 dated 11.2.1.1927	Box of thermo mechanically treated (TMT) cotton gunnysack in compliance of trade specifications National Industry and under other centrally sponsored schemes.	13201

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