

DFCCIL– Port Rail Terminal Connectivity Policy.

1.0 Introduction

Dedicated Freight Corridors (DFC) presently comprising of Eastern Dedicated Freight Corridor and Western Dedicated Freight Corridor, have been conceived as Railway Freight Expressways whose commissioning will provide a quantum jump in rail capacity for transportation of freight traffic. It will create a paradigm shift in the freight transport logistics and services. The commissioning of DFC will revolutionise the freight movement scenario facilitating speedier & reliable services, providing impetus for industrial growth, and help diversify logistics options. Since Ports are an extremely important infrastructure link for movement of goods, raw material, DFCCIL will actively seek to connect with Ports in its influence zone. This policy is applicable to all Port Terminals (PT) for the purpose of connectivity with DFC network.

2.0 Definitions

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| 1. | Agreement | Document executed by a PA and DFCCIL setting forth the terms and Conditions for operation of a PT. |
| 2. | Consignee | means the person named as consignee in the Railway Receipt |
| 3. | Consignor | means the person, named in railway receipt as consignor, by whom or on whose behalf goods covered by the railway receipt are entrusted to a Railway administration for carriage. |
| 4. | Container Terminals (CT) | A freight terminal of Container Train Operator (CTO) exclusively with container traffic only |
| 5. | Common User Facilities | A facility available for use to all rail users without any discrimination |
| 6. | DFC | Dedicated Freight Corridor. |
| 7. | DFCCIL | Dedicated Freight Corridor Corporation of India Limited |
| 8. | ESP | Engineering Scale Plan |
| 9. | FOIS | Freight Operating Information System. |
| 10. | Freight Terminals (FTs) | A terminal notified by the Railway/DFCCIL to deal with freight (Goods) traffic |
| 11. | IPA | In Principle Approval. |
| 12. | IR | Indian Railways. |
| 13. | MoR | Ministry of Railways |
| 14. | MCA | Model Concession Agreement entered into by Indian Railways and concessionaries of privately owned container trains |
| 15. | NOC | No Objection Certificate |
| 16. | Nodal Officer | means Group General Manager / General Manager (Business Development) or any other person who is duly authorised / empowered by DFCCIL. |
| 17. | OHE | Over Head Equipment |
| 18. | PA | A prospective entity, company etc. willing to set up a Port Terminal (PT) will hereafter be termed as PA (Port Authority) |
| 19. | PFT | A terminal notified under PFT policy to deal with rail based cargo including container trains. |
| 20. | Phase-I | The interim period when the DFC is yet to be commissioned and a siding which is planned to get connected with DFCCIL is connected to Indian Railways. |

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| 21. | Private Siding | Privately owned freight terminal created for a single rail end user (manufacturing, consumer) etc. |
| 22. | Private Land | Land not owned by DFCCIL / Railways. |
| 23. | PT | Rail Terminals inside the port and all railway infrastructures in the port for handling of rail traffic. |
| 24. | Rake | A rake is a train load of wagons with prescribed composition. |
| 25. | RFO | Rail Fly over. |
| 26. | S&T | Signalling and Telecommunication |
| 27. | TMS | Train Management System, is a system for integrated management and monitoring of train movements on DFC network. |

3.0 Applicability of Policy.

- 3.1 This policy is applicable to new Ports Terminals including terminals at Inland Waterways seeking connectivity with DFC network.
- 3.2 This policy will also be applicable to all existing Port Terminals (PT) having connectivity with Indian Railways but also intending to get connected as Port Terminal with DFC network.
- 3.3 A prospective entity, company etc. willing to set up a Port Terminal (PT) will hereafter be termed as PA (Port Authority). PA will have to apply for setting up rail connectivity with PT in accordance with terms and conditions of the DFCCIL's Port Terminal Connectivity Policy.
- 3.4 There will be no discrimination in providing rail connectivity to applicants seeking rail connectivity from DFCCIL. Efforts will be made by DFCCIL to provide connectivity to as many applicants as possible and ensure that connectivity is not denied to an eligible applicant unless there are compelling technical and operational reasons. Based on the requirement, the policy will be advertised widely, including in the print media, for the information of the stakeholders.
- 3.5 In order to encourage port connectivity, Ministry of Railways has issued "Participative models for rail-connectivity and capacity augmentation projects Policy No. 2011/Infra/12/32 New Delhi vide letter dated 10.12.2012. For the present, Non – Government Railway (NGR) model and Joint Venture (JV) model has been adopted for the purpose of Rail connectivity by DFCCIL. Accordingly, Port rail terminal connectivity may be developed by using one of the following options :-
- 3.5.1 As per provisions of this policy.
- 3.5.2 By following the Non- Government Railway (NGR) model or the Joint Venture (JV) model as prescribed in the Indian Railway "Participative models for rail-connectivity and capacity augmentation projects Policy" (No.2011/Infra/12/32 New Delhi, Dt.10.12.2012).
- 3.5.3 Whenever there is conflict between the provisions of this policy and the provisions of the "Participative models for rail-connectivity and capacity augmentation projects Policy"(No.2011/Infra/12/32 New Delhi, Dt.10.12.2012), subject to Para 3.6 below provisions of the "Participative models for rail-connectivity and capacity augmentation projects Policy" will prevail.
- 3.6 The agreement of JV and NGR model will be suitably modified for use of DFCCIL, with following provisions:-

- 3.6.1 Land licensing / leasing charges will be governed by Land Leasing/Licensing Policy of DFCCIL.
- 3.6.2 The tenure of agreement period will be restricted within concession period as per Concession Agreement (CA) signed between DFCCIL and MoR.
- 3.6.3 The role of MoR / Zonal Railway, to the extent possible permitted in the concession Agreement will be discharged by DFCCIL.
- 3.6.4 Any other matter, which is beyond control / competency / mandate of DFCCIL and as considered necessary.

4.0 Nodal Agency / Competent Authority for approval.

- 4.1 Group General Manager / General Manager (Business Development) will be the Nodal officer for processing the proposal for Port terminal rail connectivity with DFC in consultation with concerned branches / departments / agencies.
- 4.2 Managing Director will be the Competent Authority (CA) for approving the proposal of rail connectivity for a PT.

5.0 Documents Required.

- 5.1 An application for setting up Port terminal connectivity will include following documents.
- 5.1.1 Feasibility Report of the Proposed Port terminal rail connectivity including concept sketch / Drawing / Lay out of the siding indicating rail connectivity with DFC including pattern of movement of traffic and operational requirements etc.
- 5.1.2 Documents in support of approval of setting up of the Port.
- 5.1.3 Projections of anticipated business volumes.

6.0 Application Fee

- 6.1 Applicants of Port siding will be required to deposit Rs. 5 Lakhs as 'Application Fee' (non-refundable) at the time of applying for setting up a Port Terminal (PT). The Application Fee is to be deposited through NEFT/RTGS/ Demand draft or any other mode prescribed by DFCCIL.
- 6.2 At the time of final approval of the Port siding, the Application fee will be adjusted against the D&G charges.

7.0 Over Head Charges: PT rail connectivity works.

- 7.1 The overhead charges payable by PA seeking rail connectivity to PT, are as below:

| | Purpose | Execution By | Charges | |
|-------|---|--------------|-----------------------|--|
| 7.1.1 | Departmental Charges: (inclusive of cost of tools & plant and establishment supervision) | DFCCIL | 7.5 % | % of cost of project excluding land cost, cost of OHE and S&T works. |
| | | Party | 4.0 % | |
| 7.1.2 | Departmental Charges for OHE and S&T works: (inclusive of cost of tools & plant and establishment supervision) | DFCCIL | 7.5 % | % of cost of OHE & S&T works for DFCCIL mandatory supervision. |
| | | Party | 4.0 % | |
| 7.1.3 | Direction and General Charges (D&G) | DFCCIL | 1% of cost of project | |

- (*) These charges will be reviewed every three years after the commissioning of DFC.
(**) Departmental charges and D&G charges once deposited as per schedule will not be refunded.

- 7.2 The Departmental Charges when work is executed by DFCCIL will be as follows:-
- 7.2.1 1 (one) % of the assessed cost of project within 03 (Three) month of issue of 'In Principle Approval' (IPA).
 - 7.2.2 Balance amount to complete 3 % of the assessed cost of the project when the request to prepare DPR is received.
 - 7.2.3 Balance amount to complete 6.5 % of the estimated cost of the project will be payable within one month of approval of ESP.
 - 7.2.4 1(one) % of the cost of project while applying for Final Approval of the completed works.
- 7.3 The Departmental Charges when work is executed by Party will be as follows:
- 7.3.1 1(One) % of the assessed cost of project within 03 (Three) month of issue of 'In Principle Approval' (IPA).
 - 7.3.2 Balance amount to complete 3 % of the estimated cost of the project will be Payable while submitting Detailed Project Report (DPR).
 - 7.3.3 1(one) % of the cost of project while applying for Final Approval of the completed works.
- 7.4 Direction and General Charges will be payable while applying for Final Approval.
- 7.5 In case the rail connectivity is envisaged with the DFC network, then the total estimate of work from take-off point of DFC to Rail Handling area of the PT including modification in DFC station/yard, if any, will be the Project Cost. However, when the connectivity is initially sought from IR in phase-I and finally with DFC in phase-II, then the project cost will be restricted to the modifications required in yard and connectivity for shifting of rail connectivity from IR to DFCCIL.
- 7.6 DFC section from Son Nagar to Dankuni of EDFC is planned for execution under PPP. 'In Principle Approval' (IPA) for rail connectivity with Indian Railways in Phase-I will be given by DFC. Application fees will be payable as per provisions of the policy. However, all other prescribed charges as per policy will be payable as per instructions/guidelines issued by DFCCIL in this regard after award of contract to concessionaire for PPP work.

8.0 Application Procedure.

- 8.1 An eligible entity proposing rail connectivity with PT will apply to GGM/GM (Business Development) / DFCCIL enclosing the prescribed documents and Application Fee.
- 8.2 Subject to submission of requisite documents and Application fees as indicated, examination of proposal for setting up a PT would be limited to confirmation of operational and technical feasibility of the proposal.
- 8.3 In Principle Approval (IPA) is not transferable to any another party.
- 8.4 After grant of In-Principle Approval (IPA) of rail connectivity PA shall submit DPR along with required documents and charges/ fee etc.;
- 8.5 DPR for a PT will be approved subject to confirmation of receipt of Charges from the PA.
- 8.6 After final approval of ESP & DPR, PA will submit detailed estimate, bridge drawing and Inter Locking Plan (IP) for approval.

- 8.7 The completion time as per the time schedule given in the policy will start after final approval.
- 8.8 GGM/GM (BD) and the PA will sign an Agreement for operation of the PT before commissioning.
- 8.9 GGM/GM (BD) will issue a commercial notification after signing of the agreement as prescribed in Para- 8.8 for opening a PT, as an independent terminal in consultation with IR.
- 8.10 Time lines of various activities / clearances will be as given in Para 9.0.
- 8.11 Setting up rail connectivity to PT would not require a Rail Transport Clearance (RTC).

9.0 Time Frame

- 9.1 DPR should be submitted latest within a period of one (01) year from the date of IPA, otherwise, unless extended by DFCCIL, 'IPA' will be withdrawn.
- 9.2 In case of deposit work, when survey is done by DFCCIL (as Deposit works) and work is also executed under DFCCIL's supervision, depending upon the size of project, approval shall be given within six months to nine months.
- 9.3 When survey is done by Party and work is supervised by them, the Time Schedule as a guidance for granting the required approvals is as below:

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|-------|-------------------------------------|---|
| 9.3.1 | Issue of IPA by DFCCIL | 45 Days after submission of Feasibility Report. |
| 9.3.2 | DPR approval by DFCCIL. | Two month on receipt of DPR from the Applicant. |
| 9.3.3 | Engg. Drawings approval by DFCCIL. | Two month after receipt of engineering drawings from the Applicant. |
| 9.3.4 | Bridge drawings approval by DFCCIL. | Two months after receipt of bridge drawings from the Applicant. |

- 9.4 Approval of the DPR, followed by ESP and Bridge Drawing will be treated as Final Approval.

10.0 Commodities permitted

- 10.1 Unless otherwise specified by DFCCIL or IR from time to time by suitable notification or any other means of communication, a PT under this policy would be permitted to book and handle all traffic.
- 10.2 When any commodity is transported in containers, the extant policy guidelines for container movement revised from time to time, will be applicable on the container handled at PT.

11.0 Types of wagons permitted

- 11.1 All types of wagons, parcel vans, including privately owned wagons, Containers permitted to run on DFCCIL / IR network will be permitted to be dealt with at PTs, unless otherwise restricted by DFCCIL from time to time.
- 11.2 In case of container traffic, the CTO should have valid license for operation to and from the PT.

12.0 Rail Connectivity

- 12.1 Rail connectivity with Greenfield PT or an existing PT of IR will be developed on request of the PA who will bear all development cost including cost of planning, land acquisition, construction, maintenance and staff deployment cost etc. as per the policy.

- 12.2 As a general principle, the rail connectivity of the PT will be based on the location of PT vis-a-vis the track alignment. If it is on the side of DFC, the take-off will be from DFC line. If it is on the side of IR, at the request of PA and subject to feasibility, and approval of DFCCIL, PT can also be directly connected with DFC network by means of Rail Fly Over (RFO) which will be built at the PA's cost. PTs on DFC side can also be directly connected to IR through RFO depending upon the requirement at the PA's cost.
- 12.3 The rail connectivity of PTs shall preferably be by means of RFO to avoid surface crossing of UP/DN lines.
- 12.4 Proposals for connectivity of PTs which fall between two stations on the DFC network will be decided considering the technical and operational feasibility. Based on requirement and technical / operational feasibility 'Y' connection for either UP and Down lines or a new station / Cabin or any other modifications / facilities will be decided by DFCCIL with the approval of CA and the cost of these infrastructures will be borne by the PA. On a double line section such mid-section connectivity will normally be considered beyond 10 kms from the nearest DFC station.
- 12.5 For the avoidance of doubt, all the resultant changes in the planning / design / alteration of DFC assets getting affected by the connectivity proposal of the PT will be borne by the PA.
- 12.6 Whenever a new PT is being planned/developed, necessary augmentation of matching infrastructure such as additional Loop Lines, Crossover etc. at the serving station will be developed as common user facility. The cost of such common user facility will be borne by the PA. The common user facility shall become property of DFCCIL and the party shall have no claims to such assets.
- 12.7 Adequate distance should be provided between tracks for facilitating landing of RFO in the planning / construction stage itself. However wherever it is not possible, the cost of slewing the track, utility shifting including land cost etc. for the provision of RFO (Rail Fly Over) wherever required will be borne by the PA.
- 12.8 Rail connectivity to a PT will be provided subject to the condition that the DFCCIL reserves the right to provide connectivity to other PFTs / Port Terminals / Private Sidings through the take-off station, PT connectivity line and stations en-route to the PTs. However, cost of additional infrastructure and manpower required for the new connectivity will normally be borne by the new facility owner.
- 12.9 In case connectivity is provided to more than one PFTs / PTs / Private Sidings through a common infrastructure as mentioned in Para 12.8 the maintenance and manpower cost will be shared amongst the different facility owners as mutually agreed.

13.0 General Conditions.

- 13.1 Applicant PA will be solely responsible in respect of ownership of land or lease, license or any other arrangement under which private land is proposed to be used for development of a PT.

- 13.2 Land for new DFCCIL station /Y connection/Junction cabin and third line as the case may be will be acquired at the customer's cost. However the ownership of the land will vest with Railways/DFCCIL.
- 13.3 PA will be responsible to fulfil all statutory requirements and get all statutory and non-statutory clearances that may be required from government departments and statutory bodies for setting up and operating a PT.
- 13.4 For the purpose of rake handling, all PTs will be required to function round the clock on all days including Sundays and all other holidays.
- 13.5 For various services provided at the PT including value added services PA will be free to fix tariff and recover charges for such services.
- 13.6 Unless otherwise prescribed by DFCCIL, all "Commercial and Operating rules" as applicable in a Goods shed in IR for booking, supply and delivery of goods shall be applicable at the PT.
- 13.7 The PA will undertake the maintenance of the siding and bear the entire cost of maintenance. Subject to the acceptance by DFCCIL, the PA will have the option to entrust the maintenance task to DFCCIL. If such maintenance work is undertaken by DFCCIL, the PA will deposit a lump-sum amount which would be equal to the recurring cost towards maintenance (up to the take-off point of track or up to the place where wagons are handed over) for a period of 10 years as per extant rules issued by DFCCIL/IR and revised from time to time. Such payment shall be made before the commissioning of the PT. Alternatively, the PA will also have the option to deposit the maintenance cost on yearly basis. Such maintenance cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on maintenance will be paid by PA. In case of any damage to the DFC infrastructure, utilities etc. in the process of construction of PT connectivity, the cost of the same will be borne by the PA.
- 13.8 The proposal for rail connectivity will be examined by DFCCIL on the basis of pre-feasibility report and concept plan considering operational feasibility, traffic offered and impact of the project on DFC and railway plans for future developments.
- 13.9 In case of DFC and IR alignments are parallel and land of zonal railway is involved in PT construction, the In Principle Approval (IPA) will be issued after receipt of NOC from concerned zonal railways.
- 13.10 In case DFC is on detour or land involved has been acquired through DFCCIL, zonal railways will be kept informed.
- 13.11 To the extent feasible the system of placement of rakes will be direct without any exchange yard to avoid detention.
- 13.12 In case a siding is getting commissioned before DFC commissioning and for interim period it is connected to Indian Railways network then the concerned PA may have to pay processing / approval related charges first to IR as per rules of IR. As far as DFCCIL is concerned relevant charges (Application Fee, Security Deposit, Departmental and D &G charges) will have to be paid

for residual portion of the work (as mentioned in Para 7.5) involved in changing connectivity from IR to DFCCIL.

14.0 Facilities in the PTs,

- 14.1 PA will be responsible to develop adequate facilities for loading and unloading, for the anticipated volume of traffic at PT so that there is no undue detention in handling trains. Placement capacities on the handling lines should be adequate to deal with full rakes composition as notified by DFCCIL from time to time.
- 14.2 The PA will arrange to install terminal of FOIS (Freight Operation Information System) with limited access as prescribed by DFCCIL for collection of freight charges through e-payment, issuing of RRs and taking delivery of cargo and other commercial activities. PA will bear all costs related to FOIS.
- 14.3 The PA will also install DFCCIL's Train Management System (TMS) inside the PT area at its own cost for smooth movement of traffic from PT to DFCCIL and vice-a-versa the cost of operating TMS inside the PT area, including manpower, will be provided by PA.
- 14.4 PA will provide suitable resting facilities to the crew, wherever required. PA will permit the train crew to avail of the facilities of staff canteen in their premises, if available, on payment of charges as prescribed for their own staff.

15.0 Non-Acceptance.

- 15.1 Each case of stabling of a train on DFC/IR network exclusively for want of acceptance by a PA will be recorded as an instance of non-acceptance.
- 15.2 When a rake is stabled on DFC/Indian Railway network for want of acceptance by PA, stabling charges will be levied as per extant rules issued by DFCCIL/India Railways and revised from time to time.
- 15.3 In situations of congestion involving stabling of trains for non-acceptance by a PA, DFCCIL will be authorized to impose loading restriction/quota for an appropriate duration for the PT.

16.0 Deployment of Staff

- 16.1 Commercial staff will be posted by DFCCIL at PT to carry out commercial functions related to booking and delivery of cargo and collection of freight and other charges.
- 16.2 PA will bear the cost of maximum one commercial staff per shift. However, if there are more than one handling areas which cannot be supervised from one location, cost of additional commercial staff subject to a maximum of one commercial staff per shift per handling area will be paid by the PA.
- 16.3 In case of setting up of a new station or junction cabin or yard for connectivity of PT, the cost for required staff will be borne by PA.
- 16.4 PA will deposit one time lump sum staff deployment cost amount which would be equal to cost for a period of 10 years on the basis of initial deployment of staff at the station or at junction cabin as per extant rules issued by DFCCIL. Such payment shall be made before the commissioning of PT,

alternatively, the PA will also have the option to deposit the staff cost on yearly basis. Such staff cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on staff cost will be paid by PA.

17.0 Agreement

- 17.1 An agreement will be signed between PA and Nodal Officer which would include detailed terms and conditions for operation of the PT.
- 17.2 Agreement will be valid upto the expiry of DFCCIL concession period beyond which agreement will be modified to make it applicable with the new entity, if any
- 17.3 The agreement referred above, will be signed before the notification of the PT.
- 17.4 Before signing the agreement the party will submit necessary proof/documents/clearances in support for setting up of the facility.

18.0 Payment of freight & Revenue Sharing

- 18.1 Freight or haulage charges on traffic booked from and to a PT will be charged on the basis of through distance in accordance with the extant instructions of Railway Board.
- 18.2 Freight or haulage charges as the case may be will be paid by the consignor as prescribed in Goods Tariff or by a special notification.
- 18.3 Unless otherwise notified by DFCCIL, consignment booked to and from a PT will be pre-paid.
- 18.4 PT will not be entitled for the apportioned earning for the siding length of PT siding / yard as per extant MoR guidelines. Revenue sharing rules / guidelines notified for PTs by MoR will be adopted by DFCCIL after the approval of CA.

19.0 Free Time (Demurrage and wharfage).

- 19.1 Free time for loading / unloading will be as per DFCCIL/Railway Rules. If wagons are detained beyond the Free time, demurrage charges will become payable in accordance with the notified rates in this regard.
- 19.2 Free time will be reckoned from the time the rake is handed over at the PT.

20.0 Other Charges Payable

- 20.1 All statutory charges, taxes, duties, cess, etc. would be payable by PA as per prevalent Government rules as notified from time to time.

21.0 Electronic in Motion Weighbridges (EIMWB) and other Wagon Defect Detection equipment's.

- 21.1 PA will be required to provide Electronic In-motion Weigh bridge (EIMWB) at a suitable location inside the terminal in such a manner that all incoming and outgoing rakes can be weighed. The EIMWB as per the specification provided by DFCCIL should be procured and installed by PA.
- 21.2 On technical matters pertaining to installations/commissioning, operation & maintenance of weighbridge PA will follow instructions issued by DFCCIL. PA will maintain the weighbridge at its own expense as per standards specified by DFCCIL.

- 21.3 If it is not feasible to install a weighbridge within the land available with the PT on technical reasons (like grade, layout etc.), proposal for installation of such a weighbridge may be considered, as an exception, at the serving station or any other operationally convenient location decided in consultation with DFCCIL at the cost of PA. Cost of Procurement (inclusive of requisite warranty and post-warranty, five years comprehensive AMC), installation, maintenance (even after expiry of Initial warranty and five year comprehensive AMC), Operation (including staff costs) and replacement of these EIMWBs would be borne by the PA. After installation such weighbridge outside the PT, would be treated as DFCCIL's own weighbridge. PA would no longer have physical ownership rights as such over the weighbridge so installed. To this end, DFCCIL should execute an agreement with PA, which should specify inter-alia that DFCCIL/ Indian Railways would be free to weigh rakes of customers other than PA on such weighbridge.
- 21.4 Exception as provided in terms of Para- 21.3 will be granted only with the approval of the Competent Authority (CA).
- 21.5 Based on traffic volumes, as laid down by DFCCIL, PA will install suitable Defective Wagon Detection System (DWDS) as per specifications approved by DFCCIL at the time of commissioning of the PT. The cost of installation, operation and maintenance of all such instruments will be borne by the PA.

22.0 Liabilities and Indemnification.

- 22.1 Goods to be loaded or delivered at a PT.
- 22.1.1 Where goods are required to be loaded at a PT, for carriage by DFCCIL / Railway, the DFCCIL/Railway administration shall not be responsible for any loss, destruction, damage or deterioration of such goods from whatever cause arising, until the wagon containing the goods has been handed over at the specified point of interchange of wagons between the PT and the DFCCIL and a DFCCIL employee authorized in this behalf has been informed in writing accordingly by the PA.
- 22.1.2 Where any consignment is required to be delivered by DFCCIL, the DFCCIL/Railway administration shall not be responsible for any loss, destruction, damage or deterioration or non-delivery of such consignment from whatever cause arising after the wagon containing the consignment has been handed over at the specified point of interchange of wagons between the DFCCIL/Railway and the PT and the PA has been informed in writing accordingly by a DFCCIL employee authorized in this behalf.
- 22.2 PA shall indemnify DFCCIL for any damage to DFCCIL/Railway property including rolling stock and injury or loss of life arising out of any negligent act or omission or breach of any of its obligations under the agreement by the PA inside the PT.
- 22.3 DFCCIL Administration will indemnify the PA against any negligent act or omission or breach of any of its obligations under the provision of the agreement subject to the provisions of Railways Act and rules made there under.

22.4 Standard Rules in respect of claims as per Railways Act, 1989, will be adopted by DFCCIL.

23.0 Mechanical Handling of Wagons.

- 23.1 Mechanized bulk handling systems including tippers used for loading/ unloading of wagons as per approved DPR shall be provided and commissioned as per DFCCIL approved specifications.
- 23.2 For other mechanized handling equipment's with relation to loading/ unloading of wagons, where DFCCIL specifications are not available, prior approval for their use is to be taken from DFCCIL.
- 23.3 The tippers, bulk handling systems and mechanized equipment will have to be replaced by the PA as soon as their codal life is completed.
- 23.4 The PA shall always maintain tippers, bulk handling systems as well as mechanized equipment in good condition. Operation of defective systems shall be suspended. The PA shall ensure that tippers, bulk handling systems and the mechanized equipment are operated only by qualified and experienced staff under adequate supervision.
- 23.5 In case mechanized equipment are being used for loading/ unloading of wagons in the PT, proper infrastructural facilities as approved by the DFCCIL must be created in advance to prevent damages to wagons.
- 23.6 Checks may be conducted by representative of the DFCCIL to ensure that damages to wagons are not taking place in the PT. In case of non-compliance of these instructions, penalties would be imposed as per the extant rules

24.0 Land Licensing.

- 24.1 Where ever necessary, Railway/DFCCIL land, only for connectivity of PT shall be provided as per extant IR / DFCCIL policy / instructions.
- 24.2 Land License Charges:
The Land License charges will be applicable as stipulated in extant DFCCIL Land Licensing Policy and as revised from time to time. In addition to lease charge payable to Railways which is presently @ 6 % per annum of current market rate of land, charges @ 1% per annum will be levied as Administrative /Overhead Charges by DFCCIL,
- 24.3 No license fee charges for Railway land (in DFCCIL possession) used if any, and maintenance charges will be levied on the PA for common user facilities created such as additional lines, crossovers, new station etc. developed in station area at the cost of PA.
- 24.4 If Railway/DFCCIL requires land for its development, it should be vacated by the PA within 2 years from the date of notice to owner. Penal charges will be imposed if land is not vacated timely.

25.0 Carriage & Wagon Maintenance :

- 25.1 Normally no C&W (Carriage & Wagon) facility will be developed inside the PT. However, in exceptional cases, if on operational grounds and depending on the traffic volume it becomes necessary to develop the maintenance facility including prescribed equipment's inside the PT,

capital cost on one time basis shall be borne by the PA. Regular upkeep of facilities shall remain responsibility of the PA.

25.2 Running repairs of rolling stock including material and staff cost in all cases shall, be borne by the Railways.

25.3 Only in case of POL and other hazardous materials, some facilities exclusive to those commodities such as permanent catwalks, steam cleaning and flame proof lighting if required may be developed at PA cost in the DFCCIL yard.

25.4 Assessment and recovery of damages caused to wagons in PT shall be as per extant rules.

26.0 Over Head Equipment (OHE) and S&T :

26.1 The capital cost for provision of OHE and S&T infrastructure created to serve the PT shall be borne by the PA.

26.2 The PA will also deposit a lump sum amount which would be equal to the recurring cost towards maintenance of OHE and S&T infrastructure for a period of 10 years. Such payment shall be made before the commissioning of the PT. Alternatively, the PA will also have the option to deposit the OHE and S&T maintenance cost on yearly basis. Such cost will be deposited in advance for every year based on provisional estimates. At the end of every year the payments will be reconciled and the difference from actual cost incurred on maintenance will be paid by PA.

27.0 Dispute Resolution

27.1 In case of any dispute in interpretation of the policy, the decision of MD/DFCCIL will be final and binding.

27.2 Any dispute in interpretation and implementation of the agreement, which is not resolved amicably, shall be finally decided by reference to arbitration by a Board of three Arbitrators appointed through a procedure which will be clearly spelt out in the Agreement between the DFCCIL and the PA. Such Arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi and shall be subject to the provisions of the "Arbitration and Conciliation Act 1996".

28.0 Conflicts

28.1 Notwithstanding any provisions in this policy, provisions of Railways' Act, 1989 will prevail.

29.0 Termination of the Agreement.

29.1 Subject to the provisions in the agreement between DFCCIL and the PA, DFCCIL may terminate an Agreement with the PA for any breach of the terms and conditions of the agreement, violations of the provisions of the Railways Act, 1989, commitment of an unlawful act or in the event of default as defined in the agreement by giving a written Notice of Termination of 180 days to the PA.

29.2 Before issuing the Termination Notice, DFCCIL will inform the PA of its intention to do so through a written notice. The PA should make a representation within 30 days of receiving such a notice.

After expiry of 30 days, the termination notice will be issued in writing if no representation is received from the PA. If a representation is received the DFCCIL will decide the issue regarding termination taking all facts into consideration.

29.3 The PA will also have the right to terminate the agreement by giving a notice of 180 days to the DFCCIL.

29.4 Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism as prescribed under Para 27 of the policy.

30.0 Review of the Policy.

30.1 DFCCIL reserves the right to review this policy periodically based on its business requirements and requirement of industries.

30.2 These changes shall be reflected in the Agreement in the form of corrigendum / addendum to the agreement.

30.3 For any operational, commercial or any other matter not specifically covered under this policy, IR rules / provisions will be the guiding factor and may be selectively adopted by DFCCIL with the approval of CA.
