General Managers,
All Indian Railways.

Sub: Special Freight Train operator (SFTO) Scheme – Agreement to be signed between SFTO and Railway Administration.

The policy guidelines on “SPECIAL FREIGHT TRAIN OPERATOR (SFTO) Scheme” were issued under Freight Marketing Master Circular/SFTO/2014/0 vide Railway Board’s letter No. 2014/TC(FM)/4/23 dated 22.12.2014 and corrigendum No. 01 vide letter No. 2012/TC(FM)/4/9 dated 16.01.2015. As per provision contained in para 12.0 of master circular, SFTO shall sign an agreement with Railway Administration. In this connection, a specimen copy of agreement to be executed between SFTO and Indian Railway under the “Special Freight Train Operator (SFTO) Scheme” has been uploaded in Indian Railway’s web site http://www.indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Frght_Mktg_2k15/FM_12_2015.pdf which may be downloaded for record. This circular supersedes earlier FM Circular No. 11 of 2012 dated 16.05.2012.

This issues with the approval of Mechanical, Legal Directorate and with the concurrence of Finance Directorate of the Ministry of Railways.

The receipt of this letter may please be acknowledged.

(Rita Raj)
Director Freight Marketing

DA : As above.

Copy to:
FA&CAO, All Indian Railways.
DAI (Railways) with 36 spares.

for Financial Commissioner/Railways.

Copy forwarded for information and necessary action to:
Chief Operations Managers, All Indian Railways
Chief Commercial Managers, All Indian Railways
Chief Mechanical Engineers, All Indian Railways
Managing Director, Konkan Railway Corporation, Belapur Bhavan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai – 400014.
Director General, RDSO, Manak Nagar, Lucknow.
Director General, Railway Staff College, Vadodara.
Director, Indian Railways Institute of Transport Management (IRITM), Manak Nagar, Lucknow.
Managing Director, DFCCIL, Pragati Maidan, New Delhi.

(Rita Raj)
Director Freight Marketing

No. 2013/TC(FM)/4/14. New Delhi – 110 001, dated 29.06.2015

Copy for information to:
CRB, FC, MT, ME, MM, MS, ML and Secretary Railway Board, New Delhi.
AM(T), AM(C), EDTC(Rates), Adv.(F), Adv.(Inf.), Adv.(Vig.), Adv.TT(M), EDTT(S), EDTT(F),
ED(PLG.), EDT(PPP), EDF(C), EDV(T), DTT(Cord.), OSD(CRB), OSD(MT) and
DTC(R)/Railway Board.

(Rita Raj)
Director Freight Marketing
Agreement

between

Railway Administration, Government of India

and

(insert)

Special Freight Train Operator (SFTO)
CONTENTS

AGREEMENT

1. Definitions and Interpretation
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21. Annexure-I Locomotive Détention charges (Article 6.3.1)
22. Annexure-II Stabling charges (Article 7.12.1)
This Agreement for operation of Special Freight Train (SFT) on IR network (the “Agreement”) made on this the [insert] day of [insert], [insert].

BY AND BETWEEN

1. **THE PRESIDENT OF INDIA** acting through Railway Administration, Chief Commercial Manager, Freight Marketing, Zonal Railway (hereinafter referred to as “Railway Administration” which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the one part; and

2. [insert], a company incorporated under the Companies Act, 1956, having its registered office at [insert]/citizen of India] (hereinafter referred to as the “SFTO”, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the other part. (Where a subsidiary Company is the Applicant), “A.B. & Co. Ltd. a company incorporated in India under the Companies Act, 1956 and having its registered office at [insert address]” (in the case of a holding company incorporated elsewhere than in India add:) “and its principal office in India at [insert address]” (hereinafter referred to as the “Special Freight Train Operator”, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the other part.

WHEREAS

(A) With a view to increasing railway’s share in transportation of non conventional traffic in special purpose wagons/ High Capacity Wagons thereby increasing commodity base of Rail Traffic, Ministry of Railways, Government of India decided to grant eligible parties the right to require the Railway Administration to haul their Special Freight Train (SFT) on Indian Railway network for movement of commodities permitted under (Special Freight Train Operator (SFTO) Scheme as the case may be), subject to various terms and conditions. This policy provides an opportunity to logistics service providers or manufacturers to invest in wagons and use advantages of rail transport to tie up with the end users and market the train services owned by them for rail transportation of selected commodity to create a win-win situation for railways and themselves.

(B) In pursuance of this decision, Ministry of Railways (MOR) invited proposals from the interested parties, setting out therein entry conditions including but not limited to requirements relating to the interested party’s legal status, experience, financial capacity and access to rail facilities.

(C) As part of the invitation for proposals, the interested parties were required to deposit, along with their written request, an application fee equal to [insert] % of the registration fee (as set out by Ministry of Railways pursuant to its Freight Marketing Master Circular /SFTO/2014/0 dated 22.12.2014) prescribed for different categories of commodities for which the interested party/parties intends to run its Special Freight Train under SFTO Scheme.

(D) The “SFTO”, being a registered company in India incorporated under the Companies Act, 1956 or a subsidiary company as defined in para 3.4 of the policy circulated vide Freight Marketing Master Circular /SFTO/2014/0 dated 22.12.2014 submitted a written request to Ministry of Railways (along with an application fee of Rs. [insert] equivalent to [insert] % of the prescribed registration fee, in accordance with the requirements set out in Recital C above), conveying its intention to run Special Freight Train for Category [insert] of the categories provided in the scheme (Special Freight Train for transportation of [insert]) and provided the requisite information and supporting details as sought by Ministry of Railways and further agreed to abide by the terms and conditions laid down in the policy for movement of Special Freight Train (SFT) on Indian Railways network.

(E) Pursuant to evaluation of the written request and the supporting documents received from the SFTO with the application fee in relation thereto, Ministry of Railways accepted the request of the SFTO and vide letter no. [insert] dated [insert] granted to the SFTO its ‘In Principle’ approval (hereinafter called ‘IPA’) to offer its Special Freight Train for movement on Indian Railways with [insert details of the Number of Rakes, type of wagon, category of commodity & route/circuit], subject to the SFTO paying the requisite registration fee in full within one month of granting of such approval by MOR and entering into this Agreement with Railway Administration prior to commencement of any Special Freight Train operations. In case
SFTO inducts more rakes in future for same category or commodity the notification issued by concerned zonal railway with the approval of Board for such procurement will be annexed as annexure IV. Any change in circuit, permitted by Board, will be annexed as annexure V.

(F) The Parties now wish to enter into this Agreement to set in detail their mutual relationship and the terms and conditions, which shall govern the right of the SFTO to offer its Special Freight Train for movement to Railway Administration and the obligation of Railway Administration to move the trains.

NOW THEREFORE, in consideration of the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

[Signatures]
ARTICLE 1  
DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 The following words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein:

"Agreement" means this Agreement entered into between Railway Administration and the SFTO along with its Annexures as amended from time to time;

"Applicable Law" means all laws, including rules, directions, guidelines, regulations and notifications made thereunder and having the force of law, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect in India during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licences, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the performance of this agreement;

"Block Rake" means an undisturbed train formation largely with or without commodities to be transported;

"Brake Van" means a guard’s van with brakes and other equipments and attached normally at the end of the train;

"Break –down" means a system failure leading to temporary cessation of traffic operations;

"CCM/FM" means Chief Commercial Manager/Freight Marketing.

"Change in Law" means the occurrence of any of the following after the date hereof

(a) The enactment of any new Indian law;
(b) Repeal, modification or re-enactment of any existing Indian law;
(c) The commencement of any Indian law which has not entered into effect until the date of application; or
(d) A change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of application.

For the avoidance of doubt it is hereby expressly clarified that any change in any tax or tax related laws, including change in any tax rates, levy, cess shall not amount to a Change in Law for the purposes of this Agreement and the SFTO may, in its discretion, pass on the impact thereof to its customers.

"Change of Control" with respect to an Entity means any transaction or series of related transactions that result in (i) any other Entity acquiring or taking Control of that Entity; or (ii) the Entities(s) who were in Control of that Entity prior to such transaction or transactions no longer having such Control in that Entity following such transaction or transactions;

"Control" shall mean holding, directly or indirectly (whether in India or abroad) more than 50% of the voting stock or other voting interest of any Entity or the ability to control the composition of a majority of its Board of Directors and the terms “Controlling” and “Controlled” shall be construed accordingly;

"Commercial and Operating rules" means the prevailing rules and their amendments issued from time to time as per the Commercial and Operating Manual, Tariffs, Schedule, Code and Instruction issued by Railways or Railway Board;

"Commercial Operations Date" or “COD” means the day falling on the second anniversary of the date of this Agreement or date from which the Concessionaire commences its train operations, whichever is earlier; in case of procurement of wagons of already approved
design. In case of new design wagons, COD means the day falling on the fourth anniversary of the date of this Agreement or date from which the Concessionaire commences its train operations, whichever is earlier;

“SFTO Default” shall have the meaning ascribed to the term in Article 17.1.1 hereunder;

“SFTO Notice of Termination” shall have the meaning ascribed to the term in Article 17.2.2 hereunder;

“SFTO’S Train” means the aggregation of the SFTO’s Wagons (with or without any commodity);

“SFTO’s Wagons” or “Wagons” means Special purpose wagons, procured by way of purchase or lease by the SFTO for the purposes of this agreement;

“Depreciated Replacement Value” means the amount arrived at after adjusting the depreciated book value of an asset by the variation occurring in WPI between the date of purchase and the date of settlement hereunder;

“Design Loan” (of Railway Wagon) means the fee paid by the SFTO to the wagon designer or its Authorised Agency for the use of wagon design;

"Dispute" shall have the meaning ascribed to the term in Article 18.1 hereunder;

‘End User’ means customers who are producers or consumers of the goods transported by rail.

“Emergency” means an emergency declared by the President of India under Article 352 and Article 360 of the Constitution of India or a direction by the GOI affecting the normal movement of traffic in case of declared or undeclared war, military exercise, drought, epidemic, earthquake, cyclone and any other disaster or situation of like nature;

“Emergency Use” shall have the meaning ascribed to the term in Article 5.15.1 hereunder;

“Encumbrance” means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, or other similar condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “Encumber” shall be construed accordingly;

“Entity” or “Person” means any person, body corporate, trust, partnership firm or other association of persons/individuals whether registered or not;

“Financing Documents” means the documents executed by the SFTO with the Lenders including all amendments or modifications thereto for meeting all or any part of the capital costs of establishing a Private Terminal, and/or procuring Wagons and/or containers and other rolling stock, from time to time;

“Financing Event of Default” means occurrence of a material breach of the terms and conditions of the Financing Documents or a continuous default in Debt Service by the SFTO for a minimum period of 3 (three) months;

“FOIS” means the ‘Freight Operation Information System’;

“Forwarding Note” means the document to be furnished to Railway Administration for carriage of goods as specified in the Railway Act;

“Force Majeure” shall mean events as described in Articles 15.2, 15.3 and 15.4 hereunder;

“Free Waiting Time” means the time from arrival of a locomotive in the Private Terminal to its dispatch, and which does not attract any detention charges;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the SFTO or Railway Administration, as the case may be, in
accordance with this Agreement, Applicable Laws and Applicable Permits in a reliable, safe, economical and efficient manner;

“GOI” means the Government of India;

“Goods Tariff” means a Ministry of Railways notification containing rules and regulations and tariff charged by Railway Administration from the SFTO for haulage of goods;

“Governmental Instrumentality” or “Government Authority” means the GOI and any state or local government in India and any political subdivision thereof;

‘High Capacity Wagons (HCW)’ means ‘Special Purpose Wagons’ notified by IR, based on various designs and carrying capacity of similar types, available with IR, which have increased through put per train beyond 10%.

‘IR’ means Indian Railways, Railway Administration


“Idle Wagons” shall have the meaning ascribed to the term in Article 5.14.1 hereunder;

“Indent for Locomotive” shall have the meaning ascribed to the term in Article 6.2.1 hereunder;

“Intensive Train Examination” means a mandatory examination of the rake after a run of the prescribed Kilometrage/period as specified by Railway Administration;

“Interchange Point” means the point at which the SFTO’s Trains will be transferred between the SFTO and the Railway Administration;

“IPA” shall have the meaning ascribed to the term in the Recital (E) of the agreement;

“Lenders” mean the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assigns, who have agreed to guarantee or provide finance to the SFTO under any of the Financing Documents and who hold first charge on pari passu basis on the assets, rights, title and interests of the SFTO;

“Lenders’ Representative” means the Person or Entity duly authorized by the Lenders to act for and on behalf of the Lenders with regard to matters arising out of or in relation to this Agreement, and includes its successors, assigns and substitutes;

“Locomotive Detention Charges” means charges liable to be levied in the event of detention of locomotive beyond Free Time;

‘Logistics Service’ means a business of providing one or more services of rail/road/Sea/Air transport, warehousing, cold chain services, port terminal service, Inland container depot, third party or fourth party logistics.

“Maintainer” shall mean the Chief Mechanical Engineer of the Zonal Railway in which, for the time being, the rakes owned by the SFTO are based.

“Maintenance Requirements” shall have the meaning set forth in Article 5.17.1;

“Material Adverse Effect” means any act or event which materially effects the ability of either Party to perform any of their respective obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“MOR” means Ministry of Railway, Railway Board;

“OHE” means Overhead Equipment;

‘Private Terminal’ means a private siding, private freight terminal or private port terminal having facility to handle commodities specified under this scheme.

“Category-1” Bulk Fertilizer, Bulk Cement, Fly Ash.
“Category-2” Bulk Chemicals, Petrochemicals that includes Light Diesel Oil (LDO), Carbon Black Feed Stock (CBFS), Low Sulphur Heavy Stock (LSHS), Heavy Petroleum Stock (HPS), Vacuum Gas Oil (VGO), Low Viscous Furnace Oil (LVFO), Low Sulphur Furnace Oil (LSFO), Residue Crude Oil (RCO) and Liquified Petroleum Gas (LPG) (excluding petroleum products like naphtha, aviation turbine fuel, high speed diesel, kerosene oil, petrol, Furnace Oil), Bulk Alumina.

“Category-3” Steel products requiring specially designed wagons.

“Category-4” Molasses, Edible Oil, Caustic soda.

“Private siding” A siding constructed to serve a Government Department, a factory, mill, industry, mine or other private party and not belonging to Railway Administration.

“Railway Act” means the Railway Act, 1989;

“Railway Administration” means the General Manager of a Zonal Railway having jurisdiction under the Railway Act, 1989 except that for the purposes of Dispute Resolution, Railway Administration shall mean the relevant Railway Administration, which has executed this Agreement;

“Rail Network” means the entire broad-gauge network of the Government Railways and shall include such railway network where the Railway Administration has a right to operate;

“Railway Administration Event of Default” shall have the meaning ascribed to the term in Article 17.2.1 hereunder;

“Railway Administration Notice of Intent to Terminate” shall have the meaning ascribed to the term in Article 17.1.2 hereunder;

“Railway Administration Notice of Termination” shall have the meaning ascribed to the term in Article 17.1.2 hereunder;

“Railway Receipt (RR)” means the receipt issued by Railway Administration on acceptance of goods and which entitles the consignee to take delivery of the goods at the Private Terminal at which the train terminates;

“Rail Head” means a serving railway station;

“RDSO” means the Research, Designs and Standards Organization under Ministry of Railways;

“Red Tariff” means a Ministry of Railway’s notification containing rules and regulations for carriage of hazardous and dangerous goods;

“Registration Fee” means the amount of fee referred to in Recital D above and paid by the SFTO to Ministry of Railways for becoming eligible to operate SFT trains;

‘SFT’ means Special Freight Train, a privately owned train for transportation of identified commodities.

‘SFTO’ means Special Freight Train Operator and refers to the parties who invest in procurement of rakes and arranges traffic for loading/unloading in the Special Freight Trains (SFT), owned by them after obtaining necessary permission from the MOR under Freight Freight Marketing Master Circular /SFTO/2014/0 dated 22.12.2014.

‘Special Purpose Wagon (SPW)” means wagons designed for rail transportation of a specific commodity or group of commodities as approved by IR. These wagons include specialized wagons for transportation of commodities as defined in para 4.0 of the SFTO policy. These wagons will not form a part of wagon pool of IR.

“Stabling Charges” shall have the meaning ascribed to the terms in Article 7.12.1 hereunder;

“Take off Point” means a connection drawn from the existing railway line/network to provide rail access to a terminal for operation of trains;

“Third Party Consignment Claims” shall have the meaning ascribed to the term in Article 13.3.1 hereunder;
“TMS” means Terminal Management System of Freight Operation Information System (FOIS);

“Transferee” shall have the meaning ascribed to the term in Article 12.1.1 hereunder;

“Weekly Advance Schedule” shall have the meaning ascribed to the term in Article 7.9.1 hereunder;

“Weekly Advance Scheduling Notice” shall have the meaning ascribed to the term in Article 7.9.1 hereunder;

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month;

“Wagon Leasing Company (WLC)” means a Leasing Company engaged in the business of procuring railway wagons and making them available to other business entities authorized to deploy such wagons for operation over IR network in accordance with the extant policy of MOR.

“Year” shall mean a period of 12 consecutive months;

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) reference to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(c) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(d) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;

(e) references to “construction” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “construct” shall be construed accordingly;

(f) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(g) Any reference to day shall mean a reference to a calendar day as per the Gregorian calendar;

(h) References to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in India are generally open for business;

(i) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(j) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(k) The words importing singular shall include plural and vice versa;
References to any gender shall include the other and the neutral gender;

"lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

References to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a person or entity shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction applicable to such person or entity is incorporated or any jurisdiction in which such person or entity carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

Any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-parts shall not operate so as to increase liabilities or obligations of the Railway Administration hereunder or pursuant hereto in any manner whatsoever;

Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;

Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

References to Recitals, Articles, Clauses, Sub-clauses or sub-parts in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and sub-parts of or to this Agreement;

The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty; and

Any and all capitalised terms used, but not defined, herein shall have the meaning ascribed to the term under the Railways Act, if any.

1.2.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the SFTO to the Railway Administration shall be provided free of cost and in three copies, and if the Railway Administration is required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of Agreements and Errors/Discrepancies

1.4.1 This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) This Agreement; and
(b) All other agreements and documents forming part hereof; i.e. this agreement shall prevail over the agreements and documents forming part hereof.

1.4.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) Between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles; and

(b) Between any value written in numerals and that in words, the latter shall prevail.

[Signature]
[Signature]
ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1 Representations and Warranties by the SFTO

2.1.1 The SFTO hereby represents and warrants to, and for the benefit of, Railway Administration that as on the date hereof:

(a) It (SFTO) is a public company limited by shares validly incorporated under the laws of India and has been properly constituted and is in continuous existence since incorporation;

(b) It has a net worth of minimum Rs. 50 crore/ annual turnover of minimum Rs. 75 crore as on 31st March 20….last financial year.

(c) In case the applicant is a subsidiary company, experience and net worth of the holding company, owning more than 50% equity in the subsidiary company, may be reckoned for the purpose of 2.1.1(b) above. However, in such cases, the applicant company should have a minimum of 25% of the prescribed net worth of Rs. 50 crore.

(d) It has not been declared sick under Sick Industrial Companies (Special Provision Act’1985).

(e) It has the power and authority and has taken all actions necessary to execute and deliver validly and to exercise its rights and perform its obligations validly under this Agreement;

(f) The obligations of the SFTO under this Agreement constitute legally valid, binding and enforceable obligations against the SFTO in accordance with the terms hereof;

(g) No proceedings against the SFTO are pending or threatened, and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(h) No sums in cash or kind, have been paid or promised to, or accepted by any person or will be paid to, or accepted by, any person or on its behalf by way of fees, commission or otherwise to induce Railway Administration to enter into this Agreement, or to keep this Agreement in continuance, except as provided for in this Agreement;

(i) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(j) The information furnished in the application and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(k) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association [or those of any member of the Consortium] or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(l) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Authority which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(m) It has paid all charges surcharges, fees, cess, duties, taxes etc. as payable on the basis of notification issued by the Central and State Governments from time to time.

(n) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(o) It has not withheld from Ministry of Railways/Railway Administration, any material information or material document, whose non-disclosure would have a material adverse effect
or would have adversely affected the evaluation or acceptance of the application submitted by the SFTO; and

(p) It satisfies and shall, throughout the Term, continue to satisfy any and all of the entry requirements and eligibility criteria laid down by Railway Administration in Freight Marketing Master Circular /SFTO/2014/0 dated 22.12.2014 (SFTO Scheme) as the case may be.

(q) The SFTO is familiar with the business of SFT on Indian Railway network, its future prospects; the risks involved and have conducted its own diligence and analysis of the SFT business in its present condition.

(r) Save and except what is stated herein, neither the Railway Administration nor the Government of India or any of their agents, attorneys, representatives, officers or employee(s) have made any representations or warranties regarding the operation of SFT trains on Indian Railways network.

2.2 Representations and Warranties by Railway Administration

2.2.1 Railway Administration hereby represents and warrants to and for the benefit of the SFTO that on the date hereof:

(a) It has the right, power and authority and has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) It has not intentionally withheld from the SFTO, any material information or material document, whose non-disclosure would have a material adverse effect;

(c) The obligations of Railway Administration under this Agreement will be legally valid, binding and enforceable obligations against Railway Administration in accordance with the terms hereof;

(d) There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;

(e) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on Railway Administration's ability to perform its obligations under this Agreement;

(f) It has complied with Applicable Laws in all material respects;

(g) All information provided by it in the policy guidelines inviting proposals for operation of SFT trains to the best of its knowledge and belief, true and accurate in all material respects;

(h) Upon the SFTO paying the Fee and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful enjoyment of the rights the SFTO, in accordance with the provisions of this Agreement.

(i) Save and except the representations and warranties stated in this Agreement, the Railway Administration makes no other representation or warranties with regard to the business, financial viability of the business of the operation of SFT trains on Indian Railways Network and no statutory or other warranties as to the business or financial viability of the operation of SFT trains on Indian Railway Network shall be implied.
2.3 Disclosure

2.3.1 If, at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue or incorrect, then such Party shall immediately notify the other Party of the same. Provided however, such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect or adversely affect or release any obligation of either Party under this Agreement or amount to a waiver of any rights or remedies that the other Party may enjoy in relation to such breach, whether under this Agreement or otherwise;

2.3.2 No provision contained in this Article, nor elsewhere in this Agreement, shall operate so as to exclude any liability of one of the parties in respect of a fraudulent misrepresentation made by that Party to the other, or to restrict or exclude any remedy which the other party may have in respect of such misrepresentation.
ARTICLE 3
SCOPE OF AGREEMENT

3.1 Agreement

3.1.1 The SFTO has to procure full rake composition including the brake van as notified by IR with 4% additional wagons as maintenance spares.

3.1.2 Subject to the terms and conditions contained in this Agreement, the Railway Administration hereby grants to the SFTO, throughout the duration of this agreement, a non-exclusive right to require the Railway Administration to haul the SFTO’s Trains carrying traffic of identified commodities under Category [insert] as provided in the SFTO Scheme and the SFTO hereby understands and accepts this and further undertakes to perform services and functions in relation thereto in accordance with the terms and conditions of this Agreement.

3.1.3 For the avoidance of doubt, it is hereby expressly clarified that the SFTO shall not have the right to require Railway Administration to haul any of the SFTO’s Trains whatsoever pursuant to this Agreement, till such time as the SFTO establishes/ensures access to Private or Rail Terminals and maintains the same in accordance with the provisions of Article 4.1 and acquires prescribed/laid down minimum number of Wagons in units of rake with 4% wagons as maintenance spares including brake vans to form a Block Rake for the commencement of operations and for transportation of SFT in accordance with this Agreement. As per the policy, the SFTO has to procure a minimum of 3 rakes in any category he is registered as per provisions contained in para 6.2 of the Freight Marketing Master Circular /SFTO/2014/0 dated 22.12.2014, failing which Railway Administration reserves the right to terminate the agreement.

3.1.4 In addition to the right to require Railway Administration to haul SFTO’s Trains as described in Article 3.1.1 above subject to applicable laws, the rights of the SFTO shall include the following:

3.1.4.1 The right to undertake the business of collecting, storing and loading onto Wagons, consignments of goods from any third party permissible under the category they are entitled for;

3.1.4.2 The right to determine, charge, collect, retain and appropriate all the fees that it charges from the consigners;

3.1.4.3 The right to obtain access to Private Terminals and develop, own, operate and maintain private terminal as per extant policy for handling the category of commodities for which he has been registered;

3.1.4.4 The right to procure own or lease Wagons from WLC.

3.2 Non Exclusive Agreement

3.2.1 Granting of permission to an SFTO shall not restrict Indian Railways for transportation of such traffic in wagon procured/arranged by IR under any other scheme or will not give any kind of sole right to run such wagons exclusively but such wagons can be procured and run by other operators also, on terms and conditions no more favorable than those offered to the SFTO.

3.3 Conditions for Loading Commodities Outside the Approved Category

3.3.1 In case loading in the empty direction is done by the operator, other than the commodity for which he is registered, he shall get a freight rebate of 10% on the public tariff for that commodity. However, the tariff to be paid by the SFTO after concession should not be less than class 100.

3.4 Right to Encumber

3.4.1 The Parties hereby expressly acknowledge and agree that nothing in this Agreement shall prohibit or in any way preclude the ability or right of the SFTO to Encumber its interest, in favour of its Lenders, any Private Terminals owned by the SFTO or held by it on lease or licence, the SFTO’s Wagons, this Agreement including but not limited to the Grant provided
hereunder or any other asset owned by the SFTO and forming part of its rolling stock, provided that no property which has been leased/licensed by Railway Administration to the SFTO shall be Encumbered by the SFTO at any time during the term of this Agreement.

3.4.2 The Parties hereby agree that in the event of a Financing Event of Default as notified by the Lender’s Representative, the Lenders shall have the right (subject to Financing Documents) to substitute the SFTO under this Agreement (in accordance with the Substitution Agreement) with any Person or Entity (the “Lenders’ Nominee”), in accordance with the Substitution Agreement.

3.4.3 Application of Railway schemes to SFTOs
The existing incentives/schemes extended to rail customers or that may be introduced in future shall not ipso facto apply to the SFTOs. Upon request of the SFTO(s), Railway administration may consider extending such schemes to the SFTO to the extent possible in a non-discriminatory manner.

3.4.4 All commercial rules, as amended from time to time and as applicable to other freight traffic moving on Indian Railways shall apply to the SFT traffic, except rules specially covered in this Agreement in a non-discriminatory manner amongst similarly placed entities.

3.5 Period of Agreement
3.5.1 The term of this Agreement shall be for an initial period of 20 years starting from the Commercial Operation Date.

3.5.2 “The term of this agreement can be extendable subject to the performance of the operator till expiry of the codal life of the wagons subject to a maximum Period of 35 years. In case the SFTO is desirous of seeking such extension it shall apply to the Railway Administration not later than 3 years prior to the culmination of the Concession Period. The Railway will communicate its decision regarding approval of extension to the SFTO. In the event the Railway Administration rejects the request for extension, it shall record its reasons in writing for the refusal and communicate to the SFTO before expiry of the agreement.

3.6 If the SFTO intend to induct additional rakes inducted in the same category under this scheme for which the registration fee has been paid, the same may be permitted by Railways without payment of additional fee. Conversely if he wants to withdraw any number of rakes he will be permitted to do so without any refund of registration fee subject to maintaining of minimum 3 rakes.

3.7 In case the operator wants any addition or deletion in the loading/unloading terminals or circuits, the same may be permitted on the basis of application submitted to MOR based on operational feasibility given by the Zonal Railway.

3.8 SFTO who have been registered under the previous policy shall be governed by the provisions of that policy.
ARTICLE 4
RAIL ACCESS AND TERMINALS

4.1 Access to Private Terminals

4.1.1 SFTO will operate between private terminals equipped to handle SPW for which SFTO must have a tie up with such private terminals or own its private terminal/sidings for handling of such trains.

4.1.2 The SFTO hereby expressly acknowledges and agrees that it shall be the SFTO’s sole responsibility and obligation under this Agreement to develop his own terminal or tie up with private sidings/ terminals as per extant rule for loading/unloading of traffic moved in SFT. In case of tie up with other private terminals, the SFTO shall submit an no objection certificate to this effect with the private terminal operator for such movement to the concerned zonal railways.

The SFTO hereby expressly acknowledges and agrees that it shall be the SFTO’s sole responsibility and obligation under this Agreement to procure the requisite approval/authority for the SFTO’s Train and/or a Private Terminal(s) and expressly acknowledges and agrees that Railway Administration shall be under no obligation to haul any of the SFTO’s Trains unless the SFTO’s Train and Railway Administration locomotive are duly authorized/permitted to enter into, be upon and utilize both the origin and Private Terminals.

4.1.3 The Parties hereby expressly acknowledge and agree that in the event the SFTO fails to operate its SFT Trains in accordance with the requirements of this Agreement i.e. within two years from the date of signing of the Agreement in case of the wagons of already approved designs and four years from the date of signing of the Agreement in case of the wagons of new designs, Railway Administration shall have the right, but not the obligation, to terminate this Agreement and the IPA forthwith pursuant to which the registration fee paid by the SFTO shall stand forfeited unless specific prior extension is given by MOR.

4.2 Rail Facilities in Private Terminals

4.2.1 The SFTO hereby covenants that each Private Terminal, that is used by the SFTO as the Private Terminal from where the SFTO’s Trains and/or a Railway Administration locomotive either originate or terminate shall conform to the following:

(i) Each Private Terminal shall have rail facilities for handling SFTO’s Trains along with locomotive in conformity with siding and PFT rules prescribed by Railway Administration from time to time.

(ii) Be equipped with a RDSO approved in-motion weigh bridge of prescribed standards for weighing of Wagons with and without commodities of the SFTO’s Train.

(iii) Undertake regular calibration and certification of the weigh bridges as per Applicable Laws.

(iv) Conform with the Applicable Law and any and all statutory requirements specified by any Government Authority. If any siding terminal is not equipped with a weigh bridge the consignment shall be weighed as per prescribed norms.

(v) Be equipped with TMS and such other facilities as may be required to interface with, and ensure transfer of data online to, FOIS of Railway Administration and e-payment facility.

4.3 Weighing of Wagons

4.3.1 The SFTO shall declare the weight of each Wagon prior to departure of the SFTO’s Train. In the event a discrepancy of more than 1% is found on re-weighment of any wagon/container by the Railway administration, punitive charges as applicable for goods traffic, will be levied.
For the avoidance of doubt the Parties hereby expressly acknowledge and agree that the ultimate responsibility for the correct/accurate weighing of the Wagons lies with the SFTO and that nothing in this Article 4.3.1 including a representative of the Railway Administration being present at the time of weighing shall absolve or in any way limit the obligation and liability of the SFTO to accurately weigh the Wagons.

[Signature]
ARTICLE 5
WAGONS

5.1 The Parties hereby acknowledge and agree that the SFTO shall procure by way of purchase and lease any and all Wagons including Brake Vans required by the SFTO for the purposes of operating, in accordance with the terms of this Agreement, the SFTO's Trains and that Railway Administration shall not, in any way, be responsible or obligated to provide to the SFTO any Wagons including Brake Vans and any other rolling stock (other than supply of the locomotive in accordance with the terms of this Agreement).

5.2 The SFTO shall carry on its train such wagons, which conform to Wagon capacity and the moving dimensions as may be notified/published by MOR for the purpose of Special Freight Train Operator (SFTO) Scheme.

5.3 Procurement of wagons for induction under Special Freight Train Operator (SFTO) Scheme will be allowed only with prior administrative approval of MOR. Wagons procured without the prior approval of MOR will not be permitted to be inducted for operation. The SFTO will be permitted to commence operations as soon as first rake is inducted and will not need to wait for the induction of all the minimum three rakes to commence operations. However, the residual rakes should be inducted within a six month period.

5.4 The SFTO shall procure/operate wagons of RDSO approved IRS designs manufactured by an Indian Wagon Supplier holding valid G105 Certificate issued by RDSO or by an overseas supplier considered suitable by RDSO provided that all wagons procured by the SFTO must comply with the technical specifications and design prescribed by RDSO. In case a SFTO procures new wagons, using the design and drawing of RDSO design loan charges shall be payable by the operator to RDSO at rates as applicable at the time of manufacture of such wagon for use of design & drawings of RDSO.

5.5 The SFTO may develop new wagon designs in accordance with the “Procedure of New Wagon Design Approval” issued by RDSO, as amended from time to time. The intellectual property right norms in such cases shall be governed by the latest version of the same procedure.

5.6 The Parties further agree that any Wagons or its parts, which are safety related, procured by the SFTO shall be subjected to inspection by RDSO or its authorised inspecting agency for which the SFTO shall pay due charges for such inspection. In case sourcing of wagons or such of its parts as are essential for safe operations is from RDSO approved suppliers, the inspection can also be carried out by any one of the inspection agencies nominated by the RDSO from time to time. In addition to inspection charges, design loan charges shall be levied and paid to Indian Railway or its authorized agencies, in case Wagon design belongs to Indian Railway or its authorized agencies. For the avoidance of doubt, it is agreed that these charges shall be levied on all SFTOs on a non-discriminatory basis. The SFTO may procure new designs of wagon which have not been introduced earlier on Indian Railways network. In all such cases, the SFTO shall obtain RDSO's mandatory approval for new wagon in terms of new wagon design policy of RDSO No. WD-02-WDA-2009 (latest version) prior to introduction of such wagons in service. The design ownership rights shall be regulated as per the new wagon design approval policy from time to time. As regards the aforementioned inspection by RDSO or its authorized inspecting agency, it is agreed that the SFTO shall be required to provide a notice to the Railway Administration seeking execution of the above aforementioned inspection. The Railway Administration shall, within the period falling between 45 days to 60 days after receipt of such notice from the SFTO and upon full payment of relevant charges (in advance), commence and complete such inspection.

5.7 Wagon inducted for transportation of commodities under SFTO scheme should give at least the same net tonnage per train as carried in a train of full rake length as notified by IR. The SFTO has to procure full rake composition including the brake van as notified by IR with 4% additional wagons as maintenance spares. The brake van will be added to the general pool of IR brake vans, in exchange for the undertaking that IR will meet the operational requirement of providing brake vans to the SFTO trains.

5.8 SFTO will be required to incorporate following warranty clause in the purchase contract with the wagon manufacturer (Vendor):

[Signature]
“The vendor hereby covenants that it is a condition of the contract that all wagons furnished to the SFTO (SFTO) under this contract shall be of the highest grade, free of all defects and faults and of the best material, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample if any and shall, if operable, operate properly:

The Vendor also guarantees that the said wagons would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the wagons may have been inspected, accepted and payment therefore made by the SFTO.

If during the aforesaid period, the said wagons be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear, the decision of the SFTO in that behalf being final and conclusive then the SFTO will be entitled to reject, the wagons or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the wagons will be at the vendor’s risk. If the vendor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as he may deem fit within a period of 3 months from the date of such rejection.

At the expiry of the period, no claim whatsoever shall lie against the SFTO in respect of the said wagons, which may be disposed of by the SFTO in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the SFTO’s standard condition of contract relating to the rejection of wagons, failure and termination shall apply.

The vendor shall, if required, replace the wagons or such portion thereof as have been rejected by the SFTO, free of cost, at the ultimate destination, or at the option of the SFTO, the vendor shall pay the SFTO, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the SFTO in that behalf under this contract or otherwise.”

A copy of the contract warranty clause shall be submitted by the SFTO to the Maintainer to ensure logging of warranty calls in the field. However, the SFTO shall coordinate compliance of warranty calls booked by the Maintainer with the builder and cost of all unclaimed warranty repairs shall be the liability of the SFTO.

5.9 SFTO can also take new or used wagons on lease from a Wagon Leasing Company as per policy. SFTO can also purchase or take on lease wagons procured under SFTO Scheme from another registered operator, in that particular category. However, in such cases SFTO will be entitled for a freight rebate to be charged for the remaining period of the rebate that has already been availed.

5.10 SFTO shall inform the MOR regarding details of placement of procurement order. Similarly the date of actual induction shall be advised by the applicant to MOR under advice to concerned zonal railway(s) indicating the loading and unloading terminals.

5.11 Each wagon procured by the SFTO shall be allotted a unique vehicle number. The licensee shall not alter/modify such unique identification number on his own. In case of change in ownership for any reason, the SFTO shall approach MOR.

5.12 In the event of the SFTO acquiring wagons on lease from a wagon leasing company or purchases used wagons from another operator, such wagons shall be subjected to safety and fitness inspection by the Maintainer in accordance with rules/regulations / norms applicable to such type of wagons as issued by the MOR from time to time. Upon request by the Licensee, Maintainer shall carryout necessary repairs, at SFTO’s cost, to render such wagons fit prior to introduction in service, provided that, if, prior to being acquired by the SFTO, such wagons remained under continuous and regular operation and maintenance by Indian Railways, initial inspection may be waived at the discretion of “the Maintainer”. The time taken for inspection and repairs of such wagons by “the Maintainer” shall in any case not exceed 30 days from the date of application made by the SFTO for the same. At any time during the currency of this agreement, the Maintainer, if so warranted on age cum condition
basis, may condemn any wagon owned by the SFTO after advising the SFTO with detailed reasons for such a decision. For this purpose, the codal life of wagons shall be as per norm fixed by the MOR which shall be non-discriminatory.

5.13 After approving the applicant as SFTO, MOR shall inform the concerned zonal railways all the details regarding the name of SFTO, rebate, category, commodity, number and type of rakes, handling terminals etc. Zonal Railway (CCM/FM) shall issue a notification including all the details for information of all concerned.

5.14 Use of Idle Wagons

5.14.1 In the event any of the Wagons of the SFTO are lying idle ("Idle Wagons") in a rail terminal, Railway Administration shall levy a Stabling Charge as specified in paragraph 7.12.1 hereof if such Idle Wagons are idling on the Indian Railway network.

5.14.2 The Parties further agree that for any period where Railway Administration accepts and uses the SFTO’s Wagons, such use shall be on mutually agreed terms and conditions.

5.15 Requisition in case of Emergency

5.15.1 In the event of an Emergency (as communicated by GOI, in writing through Railway Administration or otherwise, at its sole discretion), Railway Administration, shall have the right, to temporarily (for the duration of the emergency event and any effect thereof) assume control and make use of the Wagons of the SFTO by giving notice to that effect to the SFTO ("Emergency Use").

5.15.2 For any such Emergency Use, Railway Administration shall pay to the SFTO, a reasonable rent/charge to cover the cost of provisions and operation of the Wagon but not including the SFTO’s return on such investment.

5.15.3 Railway Administration shall, within 7 (seven) days of cessation of the Emergency and any effect thereof, or such longer time-period as may be reasonable taking into account the nature of Emergency, return the Wagons to the SFTO forthwith.

5.16 Unscheduled repairs, Damages and accidents to Private wagons

5.16.1 If unscheduled repairs arise (eg damage of wagon body, centre sill, headstock or sole bar etc) due to the fault of the operator during loading/unloading, the cost of these special repairs will be charged to the private operator.

5.16.2 Similarly, if the wagon has to undergo special repairs on account of faulty manufacture and accidents due to the fault of the private operator, the cost of these special repairs will be charged to the private operator.

5.16.3 However, if damages to the wagons occur on account of fault of the Railways and special repairs arise out of that, the repairs shall be done at the cost of the Railways.

5.16.4 In case where the private wagon has to be prematurely condemned:

(a) If it is on account of fault of the private operator, no compensation will be due to him.

(b) If it is on account of Indian Railways, the Railway will pay the operator compensation equal to the depreciated amount calculated for the residual years of service based on the codal life of the wagon. After this compensation is paid, the wagon will belong to the Railways and Railway will dispose of the wagon themselves.

5.16.5 Any damage except usual wear and tear to any SFTO’s Wagons or any goods contained therein during any Idle Use or Emergency Use by Railway Administration shall, unless otherwise set out in this Agreement, be dealt with in accordance with provisions of the Railway Act. Provided that MOR shall, in all cases where such wagons are declared repairable by the Maintainer, shall restore the wagons to fit condition at MOR’s cost. In case the wagon requires pre-mature condemnation on account of such damages, the SFTO shall be paid the depreciated cost of the wagon as provisioned in Article 13.2.2.1(i). In the event of the
SFTO accepting such compensation, the ownership of the condemned wagon shall rest with the MOR.

5.16.6 In the event Railway assets, installations, etc, suffer damage due to negligence of the SFTO, the SFTO shall bear the cost of restoring the damaged assets, installation etc.

5.16.7 The SFTO shall at all times conform to the maintenance standards specified by the Railway Administration in accordance with Good Industry Practice for the SFTO’s wagons, rail related equipment and tracks.

5.17 Wagon maintenance by Railway Administration

5.17.1 The SFTO’s Wagons shall be maintained by the Railway Administration in accordance with the maintenance schedule notified by the Railway Administration at its own cost during the currency of the agreement. Such maintenance shall, inter alia, include intensive examination, routine overhaul (“ROH”) and periodic overhaul (“POH”), the time schedule for which will be notified by the Railway Administration from time to time. “Standard maintenance charges shall not cover the cost of design modifications including those arising out of design defects, provision of additional equipment, any rehabilitation/upgradations to wagons including those prescribed by MOR in a non-discriminatory manner or repair of damages other than normal wear and tear caused to wagons while in SFTO’s custody. All spares and consumables, including wheel sets and axle bearings required for maintenance shall be arranged by the Maintainer except “Special uncommon component” required for the special wagons acquired by the SFTO. Irrespective of design, railway wheel sets with axle bearings shall not be designated as a special uncommon component for any type of wagon.” In case of wagons which require “specialty components” for maintenance, MOR will list out such components required for the special purpose wagons procured by the SFTO with quantity which will form part of the concession agreement. Such specialty components can either be procured by the SFTO and handed over at the nominated examination point(s) or the cost of procurement of such specialty components shall be defrayed by the SFTO if the same is procured by the Railway.

5.17.2 Railway Administration shall normally complete the intensive train examination within a period of 6 hours from the time the SFTO’s Wagons (in empty Rake formation) are handed over by the SFTO for such examination. Provided however, that the minimum interval between two successive Rakes offered by the SFTO for intensive train examination shall be at least 6 hours. Alternatively, the Railway Administration may examine the SFTO’s Wagons at suitable point enroute its destination where the facilities for such examination exists. It is hereby agreed by the Parties that the time stipulated for maintenance shall not be applicable vis-à-vis such SFTO’s Wagons that are declared sick during the course of examination and are required to be detached from the SFTO’s Train for sick line/ workshop attention.

5.17.3 In the event of the Railway Administration’s inability to conform to the time schedule specified for intensive train examination, it shall pay to the SFTO for every 24 hours (but not part thereof) of delay (inclusive of initial 6 hours) so caused, an amount equal to the Stabling Charges payable for such period of delay.

5.18 Haulage Charges for Maintenance

5.18.1 The SFTO shall hand over empty Wagons, in rake formation, to Railway Administration for carrying out maintenance as per the schedule specified by the Railway Administration.

5.18.2 In case there is a requirement to haul the SFTO rake to a specific location nominated by the Railways for the purpose of examination, the same will be done without charging of any haulage charge from the SFTO.

5.18.3 The SFTO shall nominate a base terminal from where it shall operate, so that a base maintenance depot can be nominated by the railways.
ARTICLE 6
SUPPLY OF LOCOMOTIVE

6.1 Supply of Locomotive

6.1.1 Subject to any operational constraints, Railway administration hereby undertakes and agrees to provide to the SFTO, in accordance with the terms set out in this Agreement, locomotives to haul the SFTO’s Trains, vis-à-vis Other SFTOs only, on a non-discriminatory and non-exclusive basis, provided however, the SFTO adheres to the scheduling process as set out hereunder.

6.2 Indent of locomotive

6.2.1 At least four (4) hours prior to the planned departure of SFTO’s Train, the SFTO shall submit an indent (“Indent for Locomotive”) the timing of which shall be acknowledged by Railway administration for supply of locomotive. For the avoidance of doubt, the existing incentive schemes if any or incentive schemes that may be introduced in future for supply of locomotives may be extended to the SFTO’s Trains with suitable modifications such that it is applied in a non-discriminatory manner among different SFTOs.

6.3 Cancellation/Lapse of Indent for Locomotive

6.3.1 The SFTO may, anytime prior to arrival of a locomotive (supplied by Railway Administration pursuant to receipt of a Indent for Locomotive sent by SFTO in accordance with Article 6.2.1 above), cancel its Indent by sending a notice to that effect to Railway Administration, provided however, the SFTO shall be liable to pay to Railway Administration indent cancellation charges equivalent to one (1) hour Locomotive Detention Charges. In the event, indent for cancellation of locomotive is received by Railway Administration after the loco is dispatched for the Private Terminal, the SFTO in addition to indent cancellation charges, shall also be liable to pay to Railway Administration such charges as may be prescribed by Railway Administration from time to time for the infructuous movement of locomotive both ways. Such charges, however, shall not exceed the charges levied for the movement of the locomotive for the distance from the nearest locomotive shed.

6.3.2 If after arrival of the locomotive at the Private Terminal from where the train is required to depart, or the Private Terminal where the train is required to terminate, as the case may be, the SFTO’s Train, for whatsoever reason not attributable to Railway Administration, is not attached or detached and released (as the case may be), prior to expiry of the Free Waiting Time of two hours (entry to exit), the SFTO shall be liable to pay to Railway Administration, Locomotive Detention Charges for every hour (or part thereof) for which the locomotive is detained beyond the Free Waiting Time. Provided however, if a locomotive is detained for a period of more than eight (8) hours at any Private Terminal (either the Private Terminal of origin or of termination, as the case may be), then, without prejudice to the SFTO’s liability to pay to Railway Administration the Locomotive Detention Charges, Railway Administration shall have the right, but not the obligation, to withdraw and/ remove the locomotive from such Private Terminal. In case Railway Administration withdraws and/or remove the locomotive from the Private Terminal after detention of 8 hours, the detention along with movement charges shall be levied without granting any free time.

In the event Railway Administration withdraws the locomotive in accordance with the provisions of this Article 6.3.2 then, without prejudice to the SFTO’s liability to pay the Detention Charges to Railway Administration, the Indent for locomotive shall deemed to have lapsed, with no further effect.

6.3.3 Locomotive Detention Charges payable by the SFTO for detention of a locomotive beyond the Free Waiting Time shall be at the rates as prescribed for Diesel/Electric Train Engines by the Railway Administration from time to time. The Locomotive Detention Charges as on the date of execution of this agreement are provided in the Annexure I (as notified from time to time).

6.3.4 The Parties agree that the provisions of Article 6.3.2 shall apply mutatis mutandis to the situation where the locomotive arrives at a Private Terminal where the train is scheduled to
terminate, but is denied entry into such Private Terminal for reasons attributable to the SFTO and/or the Private Terminal operator.

6.4 Railway Administration may at its sole discretion, at any future date during the currency of this Agreement, allow the SFTO on such terms and conditions as specified by Railway Administration, to own or secure through third-party lease and/or maintain RDSO approved locomotives.
ARTICLE 7
RAIL TRANSIT OPERATIONS

7.1 Trains procured under Special Freight Train Operator (SFTO) Scheme will not be merged in the wagon pool of IR. Rakes comprising of such wagons will be identified as exclusively belonging to the SFTO who has procured them. Since the rebate will be applicable on the specific rakes for a specific period, each rake will have separate identification with date of commercial commissioning in the Terminal Management System.

7.2 The loading and unloading zonal railway shall maintain all records pertaining to details of loading/unloading, circuits on which service is being run, changes in circuits over a period of time, rebate granted, freight charged, lead in empty and loaded direction separately, commodity wise and category wise through FOIS. The zonal railway shall also be responsible for operation of the agreement.

7.3 The SFTO will have a tie up with the end-users for marketing and arranging traffic. As far as the Indian Railway’s liability is concerned, the SFTO will be the Consignor and Consignee for the consignment for which Railway Receipts will be issued by railway commercial staff posted at the terminal.

7.4 The SFTO will develop his own terminal or tie up with private sidings/terminals as per extant rule for loading/unloading of traffic moved in SFT. In case of tie up with other private terminals, the SFTO shall submit an NOC to this effect with the private terminal operator for such movement to the concerned Zonal Railways.

7.5 Indents for loading in such trains will be placed at the nominated loading point/terminals for the nominated destination point.

7.6 The SFTO may carry only the identified commodities in the train subject to conditions specified in the SFTO policy, goods tariff, red tariff, and under the provisions of the Act and any other instructions issued on the subject, by Ministry of Railways or IR from time to time.

7.7 The Parties acknowledge and agree that transportation of any of SFTO’s trains pursuant to this Agreement shall be in Block Rakes. In the event a SFTO’s Train operates with lesser number of Wagons than those prescribed in the Block Rakes (“Non-Block Rake Trains”), the freight charges for such Non-Block Rake Trains shall be recovered on the basis of the minimum composition of Block Rake as specified by Railway Administration from time to time after granting him the applicable rebate on base freight.

7.8 Railway Administration hereby undertakes that any of the SFTO’s Trains to be hauled by Railway Administration pursuant to this Agreement shall be booked by the shortest route possible (the “Booked Route”) and the freight charges shall be determined with reference to such Booked Route. Provided however, in case of any accident or other operational exigencies on, or affecting, the Booked Routes, Railway Administration shall, in its sole discretion, be entitled to transport the SFTO’s Train by an alternative route (“Alternate Route”). For the avoidance of doubt, it is expressly agreed that the SFTO shall be liable to pay freight charges only for the Booked Route even when SFTO’s Train is transported by an Alternate Route. Provided that in case the SFTO’s Trains are carried by a longer route in pursuance of the Rationalisation Scheme of MOR (under section 71 of the Railway Act 1989), the SFTO shall be liable to pay charges accordingly.

7.9 Programme of SFTO’s Trains

7.9.1 The SFTO shall, at least 7 (seven) days prior to any calendar week in which it proposes to operate any SFTO’s Train, inform (“Weekly Advance Scheduling Notice”) Railway Administration of the number of SFTO’s Trains, it requires to be moved, the proposed routes and the likely departure dates (“Weekly Advance Schedule”).

7.9.2 Notwithstanding anything to the contrary, the SFTO shall, at least twenty four (24) hours prior to the day of programmed loading (excluding the day of loading itself) of a SFTO’s Train, confirm to Railway Administration the departure schedule of such SFTO’s Train, provided that such notices shall not in any way be binding and shall be only indicative of the SFTO’s operations schedule for the following week / day.
7.9.3 To ensure a level playing field IR shall move the trains of SFTO on the basis of “first come first served principle” without giving any undue preference to any other operators. Railway Administration shall also make all efforts to ensure minimum enroute detention to the SFTO trains and strive to achieve the average speed of freight trains on IR in respect of transit time of SFTO’s trains.

7.9.4 Notwithstanding anything to the contrary contained in this Agreement, dispatch of locomotives and SFTO’s Train(s) shall be subject to any operational exigencies and/or system restrictions.

7.10 Number of SFTO’s Trains and Frequency

7.10.1 The Parties hereby expressly acknowledge and agree that, subject to any operational and capacity restrictions of Railway Administration, there shall be no restriction on the number and frequency of SFTO’s Trains that the SFTO may require Railway Administration to haul pursuant to this Agreement.

7.11 Diversion of SFTO’s Trains

7.11.1 The Parties hereby undertake and agree that the SFTO may request the Railway Administration to accept, at any time after the departure of a SFTO’s Train, the diversion/re-diversion of such SFTO’s Train to any other Private Terminal as permitted to the SFTO, in accordance with the various terms and conditions (including but not limited to payment of haulage/freight charges and other charges) and procedures specified by Railway Administration from time to time subject to its operational exigencies and/or for system restrictions. It is clarified that the Railway Administration shall not be under a legal obligation to comply with such request.

7.12 Stabling of Trains

7.12.1 There shall be no demurrage charges by the Railway as railway terminals are not being used, but the Railway shall levy stabling charges as per the rates notified from time to time in case rolling stock belonging to the SFTO is stabled on account of the SFTO on IR network.

The SFTO shall be liable to pay to Railway Administration Stabling Charges, in the following events:

(i) In case the SFTO’s Train suffers detention at the serving station for reasons attributable to the SFTO or when the SFTO either declines to accept Wagons inside the Private Terminal, scheduled to be the terminating Private Terminal or is not in a position to receive placement of subsequent Wagons; or

(ii) In case of non acceptance of trains inside any port by the port authority concerned; or

(iii) At any of the stations en route due to any reason attributable to the SFTO.

Provided however that Stabling Charges shall be levied only where the detention of the SFTO’s Train is for a period in excess of 4 hours.
ARTICLE 8
OBLIGATIONS OF THE SFTO

8.1 Without prejudice to any other covenants and obligations as set out in this Agreement, the SFTO further undertakes and agrees, at its own cost and expense and in addition to, and not in derogation of, its obligations contained elsewhere in this Agreement, to:

(i) Obtain and keep valid all such Applicable Permits (including renewals as may be required from time to time) required for the performance of its obligations under this Agreement, shall do nothing to vitiate the conditions of the Applicable Permits and their renewals and shall comply with all Applicable Laws and Applicable Permits;

(ii) Discharge all its obligations contained in this Agreement in accordance with Good Industry Practice;

(iii) Undertake loading and unloading operations at both the origin and destination Private Terminals

(iv) Perform and fulfill its obligations under the Financing Documents;

(v) Ensure and procure that its Contractors/sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SFTO’s obligations under this Agreement;

(vi) Support, cooperate with and facilitate Railway Administration in the effective and timely implementation and operation of the provisions of this Agreement;

(vii) Provide all relevant data and information to FOIS through an online system, in accordance with the requirements of this Agreement;

(viii) Provide/procure access to Railway Administration staff at each Private Terminal from where the locomotive either originates or terminates at all reasonable hours;

(ix) Draw and maintain adequate insurance cover throughout the term of this Agreement for Private Terminal and the SFTO’s Wagons from an insurance company licensed by the Insurance Regulatory and Development Authority. Without prejudice to the generality of the foregoing, the SFTO shall procure adequate insurance to cover against (i) any loss, damage or destruction of the SFTO’s Wagons and/or Private Terminal; (ii) SFTO’s general liability arising out of this Agreement to the extent it is commercially insurable; (iii) any other insurance that may be necessary to protect against any Force Majeure Events that are commercially insurable; and (iv) such other insurance as may be customary in accordance with Good Industry Practice. In this regard, the SFTO shall, from time to time, provide to Railway Administration copies of all insurance policies obtained by the SFTO in accordance with the terms of this Agreement;

(x) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in order to ensure performance of its obligations under this Agreement;

(xi) Neither do nor permit to be done any act (or commission or omission), deed or thing, which may in any manner be violative of any of the provisions of this Agreement or in any manner prejudice the performance by the SFTO of any of its covenants or obligations contained herein;

(xii) Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the SFTO under this Agreement;

(xiii) Settle at its sole cost and expense, all claims arising out of traffic booked by the SFTO;

(xiv) Maintain accurate, up-to-date and complete records relating to SFTO’s SFT train operations;

(xv) Hand over SFTO’s Wagons to Railway Administration, or any approved substitute thereof, for maintenance in accordance with the maintenance schedule laid down by Railway Administration from time to time;

(xvi) Upon receipt of a request in this regard, allow, any time and from time to time, representatives of Railway Administration to enter upon its premises (whether at a Private
Terminal or other office premises (including registered office)) to inspect any and all documents pertaining to any SFT train related operations and to provide all necessary support and assistance as may be required by Railway Administration in this regard;

(xvii) Ensure access to and acceptance of SFTO’s Trains into each of the Private Terminals from where the SFTO’s Trains are originating and terminating prior to the dispatch of SFTO’s Trains;

(xviii) Provide suitable locking device and/or any other similar standard device for sealing of wagons of SFT to ensure security of goods during transit;

(xix) The SFTO shall promptly inform Railway Administration of any Material Adverse Effect in its financial conditions and of any litigation threatened or initiated;

(xx) To do all such other acts, deeds and things as are necessary or incidental to the performance of SFTO’s obligations under the Agreement;

8.2 Employment of foreign nationals:

The SFTO acknowledges, agrees and undertakes that employment of foreign personnel by the SFTO and/or its contractors and their sub-contractors shall be subject to permission of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and obligation to apply for and obtain the same shall and will always be of the SFTO and notwithstanding to the contrary contained in this agreement, refusal of or inability to obtain any such permits and approvals by the SFTO or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the SFTO from the performance and discharge of its obligations and liabilities under this Agreement.
ARTICLE 9
OBLIGATIONS OF RAILWAY ADMINISTRATION

9.1 The Parties expressly acknowledge and agree that Railway Administration shall be responsible for planning and coordinating the movement of SFT train services on the approved circuits in India. Railway Administration shall, on receiving a request from the SFTO provide to the SFTO a FOIS terminal with “read only” access to enable the SFTO to access information on movement and operation of rolling stock owned by SFTO. Provided, however, the cost of establishing, operating and maintaining such FOIS terminal including but not limited to the connectivity charges shall be borne by the SFTO and if required, reimbursed by the SFTO to the Railway Administration.

9.2 Without prejudice to any other obligations and covenants of Railway Administration contained in this Agreement, Railway Administration also agrees and undertakes to provide all reasonable assistance to the SFTO in operating, in accordance with the terms of this Agreement, the SFTO’s Trains and, agrees to:

(i) To ensure a level playing field IR shall move the trains of SFTO on the basis of “first come first served principle” without giving any undue preference to any other operators. Railway Administration shall also make all efforts to ensure minimum enroute detention to the SFTO trains and strive to achieve the average speed of freight trains on IR in respect of transit time of SFTO’s trains.

(ii) Render all reasonable assistance to the SFTO to facilitate it for procuring Applicable Permits;

(iii) Ensure fitness of track, locomotives, signaling and communication system and OHE for smooth operation of the SFTO’s Trains;

(iv) Upon receiving a request from the SFTO, make available, from time to time, all relevant circulars, notifications and like documents to the SFTO pertaining to the performance of this Agreement or the rights and obligations of the Parties hereto;

(v) Undertake maintenance of SFTO’s Wagons according to the schedule and hand over the Wagons back to the SFTO within the prescribed time schedule;

(vi) Railway Administration will assist to facilitate the movement of SFTO’s Trains to the extent possible for access of the SFTO’s Trains on “any network” in India not owned by Railway Administration on non discriminatory basis; and

(vii) Railway Administration shall depute its personnel to issue Railway Receipt (RR) and for other documentation.

9.3 Any dispute arising out of the fitness of rail infrastructure or wagon maintenance shall be adjudged in relation to the practices being followed for other types of traffic moving on Railway Administration’s network.

9.4 In case the Private Terminals from where the locomotive or SFTO’s Train originate and terminate, fall between two Railway Zones, the concerned Railway Administration would ensure that other non-signatory Railway Administration performs/discharges the functions/obligations of the signatory Railway Administration to the extent they fall within the jurisdiction of the non-signatory Railway Administration.
ARTICLE 10

FREIGHT PAYABLE, REBATE AND RECOVERY OF COST OF INVESTMENT

10.1 The SFTO hereby acknowledges and agrees to pay to Railway Administration, exclusive of any and all taxes (including any service tax), cess, levies, charges and duties, freight charges for haulage by Railway Administration of the SFTO’s Trains at such rates as prescribed by Railway Administration from time to time and applicable uniformly on a non-discriminatory basis (“Freight Charges”). For the avoidance of doubt, the Parties acknowledge and agree that it shall be the responsibility and obligation of the SFTO to pay any and all taxes (including any service tax), cess, levies, duties and charges for, or in relation to, haulage by Railway Administration of the SFTO’s Trains, this Agreement and any and all services rendered by Railway Administration pursuant hereto. The freight charges as on the date of execution of this agreement will be as per Goods Tariff.

10.2 For each loading of an SPW rake, freight rebate of 12% would be granted for 20 years on the freight rate as prevailing at the time of booking.

10.3 In case of high capacity wagons, if inducted by the operator, resulting in increase in throughput per train beyond 10% an additional freight rebate of 2% shall be granted on base freight for each increase of 10% in throughput per train subject to a maximum of 10% for the additional tonnage carried for a period of 20 years.

10.4 The freight will be charged for minimum composition of train load as notified by Indian Railways from time to time for that particular commodity classification.

10.5 No freight will be charged for movement of empty rake to the next destination provided the distance traveled by empty rake is less or equal to the distance traveled by the train before unloading. However, if the distance traveled by the empty rake is more than the loaded distance, then for additional distance traveled by the empty rake over and above the loaded distance, empty freight rate shall be charged at 50% of loaded freight of public tariff on carrying capacity of the wagons.

10.6 In case loading in the empty direction is done by the operator, other than the commodity for which he is registered, he shall get a freight rebate of 10% on the public tariff for that commodity. However, the tariff to be paid by the SFTO after concession should not be less than class 100.

10.7 All payments on the RR shall be made through e-payment including Freight etc. through TMS.

10.8 SFTO shall be responsible to pay all charges and surcharges, fees, cess, duties, taxes etc. as payable on the basis of notification issued by the Central and State Governments from time to time.

10.9 One time haulage charges as prescribed by railway administration will be paid by the SFTO for movement of rake from the manufacturing unit to the loading point.

10.10 In the event of the load on a wagon exceeding the prescribed limits, the following shall apply:-

i) if the overloading doesn’t adversely affect safe operations with suitable speed restrictions, an additional charge (over and above the Freight Charges) as prescribed by Railway Administration from time to time be payable by the SFTO to Railway Administration.

ii) if the overloading adversely affects the safe operation, in addition to additional charge (over and above the Freight Charges) as prescribed by Railway Administration from time to time be payable by the SFTO to Railway Administration, the wagon may be off loaded or wagon be detached at the SFTO’s risk and cost.
10.13 Remittance of Freight Charges

10.13.1 The Freight Charges payable by the SFTO to Railway Administration shall be paid prior to dispatch of SFTOs Train through e-payment. Railway Administration shall introduce a system of Electronic Clearance at the earliest for remittance of Freight charges.

10.13.2 In the event of non-payment of Freight Charges prior to dispatch of any SFTO’s Train, SFTO’s Trains shall not ordinarily be detained for dispatch and such train shall be booked as ‘TO PAY’ and a ‘to-pay’ surcharge, as prescribed by the Railway Administration from time to time, shall be levied on the Freight Charges.

10.13.3 In case the SFTO fails to pay such Freight Charges at the destination within seven (7) working days on arrival at the destination, the Railway Administration shall be under no obligation to haul any of the SFTO’s Trains till such time outstanding Freight charges have been paid.

10.13.4 In the event the SFTO does not clear the outstanding dues within a period of 30 days from the arrival of SFTO’s Train at destination, the Railway Administration shall have the right to take possession of the SFTO’s Wagons and consignment to recover its dues with interest at prevailing rate and thereafter the Railway Administration may, at its discretion terminate the Agreement.

10.14 SFTO’s Right To Charge

10.14.1 Notwithstanding anything to the contrary contained in this Agreement, Railway Administration recognizes that the SFTO shall be entitled to levy and recover charges from its customers/users for services provided by the SFTO to its customers like rail haulage, terminal handling, ground rent on a market determined basis and Railway Administration further undertakes not to exercise any control over such levy or collection of any such charges.

[Signature]
ARTICLE 11

DOCUMENTATION

11.1 Forwarding Note

11.1.1 The SFTO shall submit a Forwarding Note to Railway Administration for booking of wagons to be transported by Railway Administration on the SFTO's Train. The SFTO hereby undertakes and covenants that such a Forwarding Note shall contain all prescribed details required for booking wagons and shall be complete, accurate and true in all respects with no material omissions or inaccuracies.

11.2 Railway Receipt

11.2.1 Based on the Forwarding Note submitted by the SFTO and upon payment of Freight Charges, the Railway Administration shall issue a Railway Receipt in acceptance of the wagons tendered by SFTO for dispatch. The RR shall be issued without undue delay and not later than the day following the completion of loading operation. Provided however, that a SFTO's train shall not be detained for dispatch in case of delay in issue of Railway Receipt.

11.2.2 The provision of railway staff to be posted in the Private Terminal and its cost shall be governed by the provisions of extant rules as notified by Railway Administration from time to time.

11.2.3 Any other documentation requirement by Railway Administration will be specified in advance and sufficient notice will be provided to the SFTO to organize the same.
ARTICLE 12
ASSIGNMENT AND TRANSFER

12.1 Assignment/Transfer

12.1.1 Notwithstanding anything to the contrary contained in this Agreement, the SFTO shall not transfer and/or assign this Agreement, before the completion of 1 (one) year from the Commercial Operation Date, to any third party except if the same is done in favour of a direct/indirect subsidiary or holding company (as defined in the Companies Act 1956) or any assignment/transfer of this Agreement by the SFTO to any Lender’s Nominee for substitution of the SFTO pursuant to a Financing Event of Default under any Financing Document through the Substitution Agreement (“Transferee”), subject to such Transferee being found acceptable by the Railway Administration from a national security and public interest perspective. Such assignment/transfer will be subject to settlement of all the dues of Railways by the SFTO.

12.1.2 The SFTO may transfer and/or assign the to any third party after one (1) year after the commencement of commercial operations of the SFTO’s Trains, however subject to the condition that such transfer shall be effected only pursuant to an approval from the Railway Administration, which may only reject the transfer or assignment if it believes that such transfer would be prejudicial to national security or public interest.

12.2 Change of Control

12.2.1 There shall be no Change of Control of the SFTO through transfer of the direct or indirect legal or beneficial ownership or control of any equity or other contractual arrangement before the completion of one year from the commencement of commercial operations of the SFTO’s Trains pursuant to this Agreement, whereafter there may be a Change of Control, subject however to the condition that such Change of Control shall be effected only after an approval from the Railway Administration, which may reject such Change of Control from a national security or public interest perspective.

12.2.2 Notwithstanding anything to the contrary contained in this Agreement, the SFTO agrees and acknowledges that:

(i) all acquisitions of equity by an acquirer either by himself or with any person acting in concert, directly or indirectly by transfer of the direct or indirect legal or beneficial ownership or control of any equity, in aggregate of not less than 15% of the total equity of the SFTO, or

(ii) acquisition of any control directly or indirectly of the Board of Directors of the SFTO by any person either by himself or together with any person or persons acting in concert with him shall be subject to prior approval of the Railway Administration from a national security and public interest perspective and the decision of the Railway administration in this behalf shall be final, conclusive and binding on the SFTO and undertakes that it shall not give effect to any such acquisition of equity or control of the Board of Directors of the SFTO without such prior approval of the Railway Administration. For the avoidance of doubt, it is expressly agreed that approval of the Railway Administration hereunder shall be limited to national security and public interest perspective, and the Railway Administration shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Railway Administration shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the SFTO from any liability or obligation under this Agreement.

For the purposes of this Article 12.2.2:

(a) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Security and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of equity, or the control of the Board of Directors, as the case may be, of the SFTO;
(b) the indirect transfer or control of legal or beneficial ownership of equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the SFTO; and

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the equity of the SFTO, not less than half of the directors on the Board of Directors of the SFTO or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the equity of the SFTO shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the SFTO.
ARTICLE 13
RAILWAY ADMINISTRATION'S LIABILITY AND SETTLEMENT OF CLAIMS

13.1 Custody of SFTO’s Trains and Demarcation of Liability

13.1.1 Notwithstanding anything to the contrary contained in this Article 13, the Parties hereby agree that, unless otherwise mutually agreed between the Parties, the custody of the SFTO’s Trains, including SFTO’s Wagons and goods loaded therein, if any, shall be deemed transfer from the SFTO to the Railway Administration at the interchange point which shall be mutually agreed upon and indicated and notified to all concerned. For the avoidance of doubt, unless otherwise agreed upon, the Interchange Point shall be the point where the rail line situated on the premises of the Private Terminal and the rail line situated on the premises of Railway Administration meet.

13.1.2 The Parties hereby acknowledge and agree that Railway Administration liability for claims, damages, shortage, etc shall not extend beyond the point of Interchange, unless it is due to failure or negligence of Railway Administration

13.2 Transit Loss

Subject to the provisions of Article 13.1 above, Railway Administration shall be liable for any loss, damage or destruction to any wagon or any goods in Railway Administration custody in accordance with the provisions of the Railways Act.

13.2.1 Goods

13.2.1.1 For determining the liability in case of an inward loaded rake all seals would be jointly examined by Railway Administration staff and SFTO’s staff immediately on arrival and similarly for outward traffic, before the departure of the SFTO’s train, all seals will be jointly examined. In case the Railway Administration delivers wagons at the destination with the seals intact, Railway Administration shall not be liable for any claim in respect of such wagons. For the avoidance of doubt, it is agreed that a SFTO’s train shall not be detained for dispatch in case of delay in joint inspection prior to departure and that the joint inspection shall be conducted expeditiously.

13.2.1.2 The extent of the monetary limit of the Railway Administration in respect of the consignments of SFTO shall be governed by Section 103 of Railways Act.

13.2.2 Wagons

13.2.2.1 Unless otherwise prescribed in the Railways Act, in the event any SFTO’s Wagon is damaged except usual wear and tear while in its custody, Railway Administration shall have the following liabilities:

Railway Administration shall use all reasonable efforts to repair, within a reasonable time frame (which shall be intimated to the SFTO within two working days after inspection of the damaged Wagons), any SFTO’s Wagons damaged to the condition prior to occurrence of damage.

(i) If Railway Administration is either unable to repair any such damaged SFTO’s Wagon within a reasonable time or decides, in its sole discretion, that any SFTO’s Wagon is damaged beyond repair, the liability of Railway Administration for such damaged SFTO’s Wagon shall not exceed the Depreciated Replacement Value of that SFTO’s Wagon subject to adjustment of any insurance proceeds received by the SFTO towards any damaged wagon. For the avoidance of doubt, it is expressly agreed that pursuant to payment of the aforesaid amount, the SFTO’s damaged Wagon/scrap shall vest with the Railway administration.

(ii) In case any of the SFTO’s Wagon in the custody of the Railways Administration is untraceable for 30 (thirty) days or more, the SFTO shall give notice to this effect to the Railway Administration provided however, such notice shall be served within a period of 7 (seven) days from the time SFTO should have reasonably come to know of such disappearance of the said wagon. The liability of Railway Administration for such missing wagon shall not exceed the Depreciated Replacement Value of that SFTO’s Wagon subject to adjustment of any insurance proceeds received by the
SFTO towards any missing wagon. For the avoidance of doubt, it is expressly agreed that pursuant to payment of the aforesaid amount, the missing wagon, if found shall vest with the Railway Administration.

(iii) Claims in respect of wagons damaged beyond repair shall be supported with a certificate issued by the Maintainer to this effect. The SFTO shall have the option of either retaining such permanently damaged wagon without claim or preferring claim for compensation in terms of clause 13.2.2.1(i) of the Agreement, in which case the ownership of damaged wagon will rest with the MOR.

13.3 Settlement of Claims of Third Parties

13.3.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby expressly acknowledge and agree that Railway Administration shall at any time, not be liable to any third party for any loss of any consignment booked for transport by such third party with the SFTO ("Third Party Consignment Claims") and any Third Party Consignment Claims shall be settled by the SFTO at its sole cost and expense.

13.3.2 The SFTO hereby agrees and undertakes to indemnify and keep indemnified and otherwise save harmless throughout the Period, Railway Administration, its agents and employees, workers, contractors, sub-contractors and other representatives from and against any and all claims, demands made by any third parties against Railway Administration, its employees, workers, contractors, sub-contractor and other agents and representatives for, or in relation to, any Third Party Consignment Claims.

13.4 Procedure for Reimbursement of Claims

13.4.1 For the claims payable to the SFTO while such wagons were in the Railway Administration’s custody, the SFTO shall submit claims to Railway Administration. All such claims shall be scrutinized and settled in accordance with the provisions of Section 93 and 103 of the Railways Act, 1989. The time limit from the filing of such claims and the rights and obligations of the Railway Administration shall also be as prescribed in the Railways Act, 1989, as amended from time to time.
ARTICLE 14
CHANGE IN RAIL TECHNOLOGY AND NETWORK

14.1 The SFTO expressly agrees that if Railway Administration makes any modification in technology, specifications or network in pursuance of plans for modernisation of the rail system, it may be required by Railway Administration to make necessary modifications in its Wagons, equipments and routing in a reasonable manner and within a reasonable period and the SFTO hereby undertakes and agrees to make, at its sole cost and expense, any such modifications to its Wagon, equipments and routing in a reasonable manner and within a reasonable period of time. For the avoidance of doubt, the SFTO will have no claim for damages or compensation on account of such modifications.
ARTICLE 15
FORCE MAJEURE

15.1 Force Majeure
As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, other than non-availability of funds or on account thereof, to the extent it affects the performance by the Party claiming the benefit of such Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party and not brought about at the instance of, the Party claiming to be affected by such events; and (ii) has Material Adverse Effect on the Affected Party, except for the payment of monies due under this Agreement or any applicable Law.

15.2 Non-Political Event
A Non-Political Event shall mean one or more of the following acts or events:

a) Act of God, epidemic or plague, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion;

b) Strikes or boycotts other than those involving the Railway Administration and the SFTO, leading to disruption of rail transit services;

c) Strikes or boycotts involving the Railway Administration if such strikes interrupt train services;

d) Train accidents/collisions for whatsoever reason so caused, leading to disruption in the movement of rail traffic;

e) Any judgment or order of any court of competent jurisdiction made against the SFTO in any proceedings for reasons other than (i) failure of the SFTO to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement or (iv) exercise of any of its rights under this Agreement by the Railway Administration;

f) The discovery of geological conditions, toxic contamination or archaeological remains on the site that could not reasonably have been expected to be discovered through a site inspection; or

g) Any event or circumstances of a nature analogous to any of the foregoing.

15.3 Indirect Political Event
An indirect Political Event shall mean one or more of the following acts or events:

a) An act of war or act of enemy (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

b) Industry-wide or state-wide strikes or industrial action (other than any strikes or boycotts mentioned in Article 15.2 above);

c) Any civil commotion, boycott or political agitation, which prevents running of train services; or

d) Any event or circumstances of a nature analogous to any of the foregoing.

15.4 Political Event
A political event shall mean one or more of the following acts or events by or on account of any Government Authority pertaining to only Central Government in India:

a) Change in Law resulting in the SFTO being unable to exercise its rights under this Agreement or materially impairing the ability of the SFTO to utilize the Project Assets in the manner or for the purpose contemplated under this Agreement;
b) Expropriation or compulsory acquisition of any Project Assets or rights of the SFTO;

c) Unlawful or unauthorized or without jurisdiction, revocation of or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the SFTO to perform its respective obligations under this Agreement and the Project Agreements, provided that such delay, modification, denial, refusal or revocation did not result from the SFTO’s inability or failure to comply with any or more conditions relating to , maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit; or

d) Any event or circumstance of a nature analogous to any of the foregoing.

For avoidance of doubt it is hereby expressly agreed that any change in taxes, levy, cess or increase in other costs, including operating costs, shall not amount to a Force Majeure Event for the purposes of this Agreement.

15.5 Duty to Report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by written notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of the:

a) Nature and extent of each Force Majeure Event which is the subject of any claim for relief with evidence in support thereof;

b) Estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party’s performance of its obligations under this Agreement;

c) Measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

d) Any other information relevant to the Affected Party’s claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information and such other information as the other Party may reasonably request the Affected Party to provide.

15.6 Effect of Force Majeure Event on the Agreement

At any time after the Commercial Operations Date, if any Force Majeure Event occurs:

1) Before the expiry of this Agreement, the Agreement Period and the dates set forth in the Agreement shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists;

2) the Parties shall bear their respective costs, losses and/or damages during the subsistence of the Force Majeure Event and neither Party shall be required to pay to the other Party any costs, losses and/or damages thereof;

3) Save and except as expressly provided in this Agreement, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

[Signature]
15.7 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a written termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of its intention to do so and grant at least 15 (fifteen) days time to the other Party to make a representation, and may after the expiry of 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

15.8 Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

15.9 Exemptions from Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be exempted from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

15.10 Change in Law

15.10.1 The Parties expressly agree that in the event of Change in Law, the only relief available to the parties under this Agreement shall be as set forth in this Article 15.
ARTICLE 16
INDEMNITY

16.1 General indemnity

16.1.1 The SFTO will indemnify, defend, save and hold harmless Railway Administration and its officers, servants, agents, Government Authority and Government owned and/or controlled entities/enterprises, ("Railway Administration Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by or on behalf of the SFTO of any of its obligations under this Agreement or any related agreement, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of Railway Administration Indemnified Persons.

16.1.2 Subject to the provisions of Railways Act and rules made there under, Railway Administration will indemnify, defend, save and hold harmless the SFTO against any and all suits, proceedings, actions, demands and third party claims on account of any injury or death arising out of breach by Railway Administration of any of its obligations under this Agreement or any related agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the SFTO, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the SFTO and the Railway Administration shall not be liable to indemnify the SFTO for any such claims.

16.2 Indemnity by the SFTO

16.2.1 Without limiting the generality of Article 16.1.1 above, the SFTO shall fully indemnify, hold harmless and defend Railway Administration and Railway Administration Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the SFTO to comply with Applicable Laws and Applicable Permits;
(b) Payment of taxes required to be made by the SFTO in respect of the income or other taxes of the SFTO's contractors, suppliers and representatives; or
(c) Non-payment of amounts due as a result of materials or services furnished to the SFTO or any of its contractors which are payable by the SFTO or any of its contractors.

16.2.2 Without limiting the generality of the provisions of this Article 16.1.1, the SFTO shall fully indemnify, hold harmless and defend Railway Administration Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which Railway Administration Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the SFTO or by the SFTO's Contractors in performing the SFTO's obligations hereunder. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the SFTO shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the materials, information, design or process, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the SFTO shall promptly make every reasonable effort to secure for Railway Administration a licence, at no cost to Railway Administration, authorising continued use of the infringing work. If the SFTO is unable to secure such licence within a reasonable time, the SFTO shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

16.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article (the "Indemnified Party"), it
shall notify the other Party (the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

16.4 Defense of claims

16.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 16, the Indemnifying Party shall be entitled, at its option, to assume and control in the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense.

16.4.2 The Indemnified Party shall not settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnifying Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

16.4.3 If the Indemnified Party has exercised its rights under this Article 16.4.1, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

16.4.4 For the avoidance of doubt, it is hereby expressly clarified that in the event the Indemnifying Party exercises its rights under Article 16.4.1, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the reasonable fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

Provided that if Sub-parts (b), (c) or (d) of this Article 16.4.4 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.
16.5 No consequential claims

Notwithstanding anything to the contrary contained in this Agreement, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of any special, indirect, incidental or consequential nature, including loss of profit or business arising out of or in connection with this agreement, except as expressly provided herein.

16.6 Survival on Termination

The provisions of this Article 16 shall survive termination or expiry of this Agreement.
ARTICLE 17
TERMINATION

17.1 Termination for SFTO Default

17.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the SFTO fails to cure the default within a cure period of 60 (sixty) days, the SFTO shall be deemed to be in default of this Agreement (a "SFTO Default"), unless the default has occurred solely as a result of any breach of this Agreement by Railway Administration or due to Force Majeure. The defaults referred to herein shall include:

(a) the SFTO abandons or manifests intention to abandon its obligations without the prior written consent of Railway Administration;
(b) the SFTO fails to operate its SFT Trains in accordance with the requirements of this Agreement within two years in case of already approved design wagons or four years for new design wagons from the date of award of the IPA as the case may be unless specific prior extension is given by MOR;
(c) the SFTO is in breach of the Maintenance Requirements;
(d) the SFTO has failed to make any payment to Railway Administration pursuant to this Agreement;
(e) the SFTO repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
(f) the SFTO has transferred its rights in breach of the provisions of this Agreement;
(g) an execution levied on any of the assets of the SFTO has caused a Material Adverse Effect;
(h) The SFTO is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the SFTO or for the whole or material part of its assets;
(i) The SFTO has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of Railway Administration, a Material Adverse Effect;
(j) A resolution for winding up of the SFTO is passed, or any petition for winding up of the SFTO is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the SFTO is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the SFTO are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the SFTO under this Agreement; and provided that:
   (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and;
   (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the SFTO as at the date hereof; and
(k) the SFTO commits a material default in complying with any provision of this Agreement.

17.1.2 Without prejudice to any other rights or remedies which Railway Administration may have under this Agreement or otherwise, upon occurrence of a SFTO Default, Railway Administration shall be entitled to terminate this Agreement by issuing a Termination Notice to the SFTO("Railway Administration Notice of Termination"); provided that before issuing the Termination Notice, Railway Administration shall by a written notice inform the
SFTO of its intention to issue such Termination Notice and grant 15 (fifteen) days to the SFTO to make a representation ("Railway Administration Notice of Intent to Terminate"), and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice in writing, subject to the provisions of Article 17.1.3.

17.1.3 Railway Administration shall, if there be Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Article 17.1.2 to the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Lenders stating the intention to substitute the SFTO in accordance with the Substitution Agreement. In the event Railway Administration receives such representation on behalf of Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or suspend the, as the case may be, for enabling the Lenders' Representative to exercise the Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, Railway Administration shall withdraw its notice or the suspension referred to above, as the case may be, and restore all the rights of the SFTO:

Provided further that upon written request from the Lenders' Representative and the SFTO, Railway Administration shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as Railway Administration may deem appropriate.

17.1.4 In case SFTO wants to terminate the agreement before the expiry of the agreement period, he has an option to do so with three months advance notice. In such circumstance, he will also have an option to sell his rakes to another SFTO provided the buyer has a valid registration to run that commodity for which the rake has been inducted. The SFTO can also sell his rake to end user or WLC. Such rakes purchased by end user or WLC shall be governed by respective policies of IR. However, in such case no refund of registration fee, or no residual value of the wagons will be admissible.

17.1.5 In case the SFTO does not follow the rules laid down by Railways for safety of the goods carried or of railway property or any rules laid down by MOR for movement of SFTO, the permission of SFTO can be terminated by giving one month notice without any liability of Indian Railways and he may also be liable to be penalized in accordance with the Indian Railways Act'1989. In such case, registration fee shall not be refunded to the SFTO nor IR will pay any residual value of the wagon, though he will be entitled to dispose off the rake(s) as per the provisions of 17.1.4 given above.

17.2 Termination for Railway Administration Default

17.2.1 In the event that any of the defaults specified below shall have occurred, and Railway Administration fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, Railway Administration shall be deemed to be in default of this Agreement (the "Railway Administration Default") unless the default has occurred as a result of any breach of this Agreement by the SFTO or due to Force Majeure. The defaults referred to herein shall include:

(a) Railway Administration commits a material default in complying with any of the material provisions of this Agreement;

(b) Railway Administration has failed to make any payment to the SFTO within three months of the due date of such payment; or

(c) Railway Administration repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

17.2.2 Without prejudice to any other right or remedy which the SFTO may have under this Agreement, upon occurrence of Railway Administration Default, the SFTO shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to Railway Administration ("SFTO Notice of Termination")
provided that before issuing the Termination Notice, the SFTO shall by a written notice inform Railway Administration of its intention to issue the Termination Notice and grant 15 (fifteen) days to Railway Administration to make a representation, and may after the expiry of such 15 (fifteen) days of whether or not it is in receipt of such representation, issue the Termination Notice.

17.3 Termination Payment

17.3.1 If this Agreement is terminated pursuant to a SFTO Default, the SFTO shall not be entitled to any compensation whatsoever for such termination from Railway Administration.

17.4 Other rights and obligations of Railway Administration

17.4.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby expressly acknowledge and agree that in the event this Agreements is terminated, for whatsoever reason (other than Railway Administration Default), prior to the SFTO achieving Commercial Operation Date, no termination payment whatsoever shall be due or payable by the Railway Administration to the SFTO.

17.5 Survival of rights

17.5.1 Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money, damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.
ARTICLE 18
DISPUTE RESOLUTION

18.1 Any Dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between Railway Administration and the SFTO, and so notified in writing by either Party to the other Party (the “Dispute”) shall in the first instance, be attempted to be resolved amicably.

18.2 Railway Administration and the SFTO agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

18.3 In case of any dispute in interpretation of the policy, the decision of MOR will be final and binding.

18.4 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Railway Administration and the Chairman of the Board of Directors of the SFTO for an amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Article 18.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 18.5

18.5 Arbitration

18.5.1 Any Dispute in implementation of this agreement under SFTO scheme, which is not resolved amicably as provided in Article s 18.1, 18.2, 18.3 and 18.4 shall be finally decided by reference to arbitration by a Board of Arbitrators, appointed pursuant to this Article 18.5. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the “Rules”) or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of The Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi, India or any other place as may be decided by the Arbitrator and the language of the arbitration proceedings shall be English.

18.5.2 There shall be a Board of three arbitrators of whom each party shall select one and the third arbitrator shall be selected by the two arbitrators so selected, and in the event of a disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

18.5.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 18.5 shall be final and binding on the Parties as from the date it is made, and the SFTO and the Railway Administration agree and undertake to carry out such Award without delay.

18.5.4 The SFTO and the Railway Administration agree that an Award may be enforced against the SFTO and/or Railway Administration, as the case may be and their respective assets wherever situated.

18.5.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

18.6 For resolving disputes on issues pertaining to claims for damages, freight charges, the SFTO may seek redressal by resorting to the relevant provisions of the agreement, Railway Claims Tribunal or Railway Rates Tribunal as the case may be.
ARTICLE 19
MISCELLANEOUS

19.1 Governing law and jurisdiction
This Agreement shall be construed and interpreted in accordance with and governed by the
laws of India, and subject to provisions contained in Article 18, the courts at Delhi shall have
jurisdiction over matters arising out of or relating to this Agreement.

19.2 Waiver of immunity
Subject to as may otherwise be provided under the Railway Act, each party:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute
commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in
any jurisdiction in relation to this Agreement or any transaction contemplated by this
Agreement, no immunity (other than provided by Railway Act as amended from time to time)
from such proceedings shall be claimed by or on behalf of the party with respect to assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may
acquire in the future or which may be attributed to it in any jurisdiction, except present or
future premises of the mission as defined in the Vienna Convention on Diplomatic Relations,
Consular premises, military property or assets, premises and offices of the constitutional
authorities and national heritages;

(d) consents generally in respect of the enforcement of any judgment or award against it in any
such proceedings to the giving of any relief or the issue of any process in any jurisdiction in
connection with such proceedings (including the making, enforcement or execution against it
or in respect of any assets, property or revenues whatsoever irrespective of their use or
intended use of any order or judgment that may be made or given in connection therewith).

19.3 Waiver
19.3.1 Waiver, including partial or conditional waiver, by either Party of any default by the other
Party in the observance and performance of any provision of or obligations under this
Agreement:-

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of
other provisions or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorised representative
of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

19.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the
terms, conditions and provisions of this Agreement or any obligation there under nor time or
other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of
such breach or acceptance of any variation or the relinquishment of any such right hereunder.

19.4 Exclusion of implied warranties etc.
This Agreement expressly excludes any warranty, condition or other undertaking implied at
law or by custom or otherwise arising out of any other agreement between the Parties or any
representation by either Party not contained in a binding legal agreement executed by both
Parties.

19.5 Entire Agreement
This Agreement and the Schedules together constitute a complete and exclusive statement of
the terms of the agreement between the Parties on the subject hereof, and no amendment or
modification hereof shall be valid and effective unless such modification or amendment is
agreed to in writing by the Parties and duly executed by persons especially empowered in this
behalf by the respective Parties. All prior written or oral understandings, offers or other
communications of every kind pertaining to this Agreement are abrogated and withdrawn.

19.6 Severability
If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

19.7 No partnership
This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligation nor liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.8 Third Parties
This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

19.9 Successors and Assigns
This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

19.10 Notices
Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the SFTO, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the SFTO may from time to time designate by notice to the Railway Administration:[Insert]

(b) in the case of the Railway Administration, be given by facsimile and by letter delivered by hand and be addressed to the General Manager of the Railway Administration with a copy delivered to the Railway Administration Representative or such other person as the Railway Administration may from time to time designate by notice to the SFTO;

(c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

19.11 Agreement to Override other Agreements; Conflicts
19.11.1 This Agreement supersedes all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

19.11.2 In the event of a conflict between the terms of this Agreement and those contained in the IPA, the terms of this Agreement shall prevail.

19.12 Consequential or Special Loss
19.12.1 The Parties hereby expressly undertake and agree that neither Party shall be liable for any incidental, indirect, special or consequential damages (including loss of profits, business or revenue) that the other Party may suffer pursuant to or under this Agreement regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.
19.13 **Stamp Duty and Registration Charges**

19.13.1 Any stamp duty and registration charges if any payable in respect of this Agreement shall be borne by the SFTO.

19.14 **Review of Agreement**

19.14.1 The Parties hereby acknowledge that there may be infrastructural, technological and procedural changes on the Railway Administration’s rail system, from time to time, resulting in changes in the Railway Administration’s operational framework for movement of SFTO’s Trains, which may require appropriate review of this Agreement.

19.14.2 The Parties hereby agree that in the event any such infrastructural, technological and/or procedural changes are envisaged on the Railway Administration’s rail system, both the SFTO and the Railway Administration’s shall meet, in good faith, to review the terms and conditions of this Agreement and to agree on such changes as may be required to this Agreement so as to give effect to any such proposed infrastructural, technological and procedural changes on the Railway Administrator’s rail system.

19.14.3 Notwithstanding the aforesaid, the Parties hereby agree to meet, in good faith, every 5 (Five) years during the term of this Agreement to undertake a review of this Agreement and to mutually agree on any amendments required.

19.15 **Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

19.16 **Counterparts**

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

**FOR AND ON BEHALF OF RAILWAY ADMINISTRATION**

BY: ________________  
Name:  
Title:  

**FOR AND BEHALF OF [insert name of SFTO] DULY AUTHORISED VIDE RESOLUTION OF THE BOARD OF DIRECTORS**

BY: ________________  
Name:  
Title:  

**WITNESS:**  
1. ________________  
2. ________________  

**WITNESS:**  
1. ________________  
2. ________________
Rates Circular No. 13 of 2012

GOVERNMENT OF INDIA (Bharat Sarkar)
MINISTRY OF RAILWAYS (Rail Mantralaya)
RAILWAY BOARD (Rail Bhavan)

No. TC-I/2002/214/5

New Delhi, Dt. 21.05.2012

General Managers (Comml.)
General Managers (Optg.)
All Zonal Railways

Sub: All India Engine Hour Cost (AIEHC) for recovery of Siding and Shunting Charges

Ref: Board’s letter No. TC-I/2002/214/5 dt. 24.05.2011 (Rates Circular No. 19 of 2011)

Ministry of Railways have decided to revise the All India Engine Hour Costs circulated vide Board’s above mentioned letter. The revised rates will be effective from 1st July 2012.

2.0 Revised Rates

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<tr>
<th>Type of locomotive/engine</th>
<th>Cost per hour</th>
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<td></td>
<td>Broad Gauge (BG)</td>
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<td>Diesel locomotive</td>
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<tr>
<td>Shunting Engine</td>
<td>Rs. 4590/-</td>
</tr>
<tr>
<td>Train Engine</td>
<td>Rs. 7950/-</td>
</tr>
<tr>
<td>Electric locomotive</td>
<td></td>
</tr>
<tr>
<td>Train Engine</td>
<td>Rs. 9160/-</td>
</tr>
</tbody>
</table>

3.0 Costs to be recovered for steam locos wherever in use over Indian Railways shall be identical to that of Diesel Engines indicated above.

4.0 These revised costs will remain in force until further orders.

5.0 Rounding off of shunting period would continue to be done as per instructions laid down in Board’s letter No. TC-I/95/8/8 dt. 25.7.1996.

6.0 Action may please be taken to give due notice to the siding owners before introduction of revised Siding and Shunting Charges.

7.0 The afore-mentioned instructions will also be applicable for Indo-Nepal Traffic.

8.0 This issues in consultation with Traffic Transportation Directorate and with the concurrence of Finance Directorate of Ministry of Railways.

(Aashima Mehrotra)
Joint Director, Traffic Comml. (Rates)
Railway Board
No.TC-I/2002/214/5

Copy to:
1. FA&CAOs, All Zonal Railways
2. Dy.C&AG(Rlys), Room No.222, Rail Bhavan, New Delhi.

New Delhi, Dt. 21. 05.2012

for Financial Commissioner, Railways

No.TC-I/2002/214/5

Copy to:
1. Managing Director, CRIS, Chanakyapuri, New Delhi-21.
4. Director General, Railway Staff College, Vadodara
5. General Secy., IRCA, New Delhi.
6. Director, IRITM, Campus: Hardoi Bye-pass Road, Vill-Kanausi, P.O.-Manaknagar, Lucknow-226011
7. Secretary, RRT, 5, Dr. P.V. Cherian Crescent Road, Egmore, Chennai-600105.
8. Director General(Rail Movement), Mil Rail(Railway Board Cell), Addl. Dir. Gen. of Movements, General Staff Branch, Army H.Q., Sena Bhavan, New Delhi-1100011.
11. Chairman, Calcutta Port Trust, 15- Strand Road, Kolkata – 700001
12. Chairman, Mumbai Port Trust, S.V. Marg, Mumbai – 400038
13. Chairman, Vishakhapatnam Port Trust, Vishakhapatnam - 530035.

(Aashima Mehrotra)
Joint Director, Traffic CÔmml.(Rates)
Railway Board

Copy for information:
CRB, MT, FC, Railway Board
AM(C), AM(T), AM(C&IS), Adv(F), Adv(R), Adv(Infra), Adv(Safety), Adv(TT/M), Adv(CC), Adv(FM), EDPG, EDFM, EDPM, ED(T&C), EDTT(M), EDTT(S), EDTT(F), EDFC, EDVT, ED(S&E), ED(Plg), ED(PPP), ED(PP), DTC(G), DPM, Dir(T&C), DFM, DFC, DDTC(R), DDTT(NB) Railway Board
TC(R), TC(CR), F(C), Safety Branches, Railway Board
Government of India
Ministry of Railways
Railway Board

Rates Circular No.97 of 2006

Rate Circular No. 97

No.TC-I/98/201/4

New Delhi, Dt.18.11.2006

General Managers(Commercial)
General Managers(Operating)
All Indian Railways.

Sub: Levy of stabling charge/demurrage charge on privately/jointly owned
wagons
Ref: Board’s letter even number dt.11.8.1999

In supersession of all earlier instructions on the subject, it has been decided
to revise the instructions regarding levy of stabling charge/demurrage charge on
privately/jointly owned wagons. Accordingly, revised guidelines on the subject
are as follows:

2.0 Guidelines for levy of Stabling charge on privately owned stock

2.1 Stabling charge is levied for detention of privately owned stock at a railway
premise in any of the following circumstance:
- when party is unable to receive such stock in their siding
- when party declines to accept such stock in their siding

2.2 Privately owned wagons includes wagons procured under “Own Your Wagon
Scheme(Category-C)”, Defence owned stock, wagons owned by container
operators, etc.

2.3 Rate of Stabling charge will be Rs.200/- per wagon per day or part of a day, from
the time of arrival to the time of removal.

2.4 The rate of stabling charge will be uniform for all types of wagons (either BG/MG
or 4-wheeled/6 wheeled/8 wheeled/12 wheeled etc.).

2.5 When privately owned stock is detained in the private siding or in a railway
siding meant for handling such stock, no Stabling/Demurrage charge will be
levied.

3.0 Guidelines for levy of demurrage charge on wagons procured under “Own
Your Wagon Scheme (Category-A & B)” or jointly owned wagons

3.1 WAGONS PROCURED UNDER “OWN YOUR WAGON SCHEME (CATEGORY-
A & B)” or UNDER “WAGON INVESTMENT SCHEME(WIS)”
In the case of wagons procured under “Own Your Wagon Scheme (Category-A &
B)” or under “Wagon Investment Scheme(WIS)”, extant free time & demurrage
rules as applicable for detention of railway owned stock by normal rail users (i.e.
other than steel plants) will be applicable.

3.2 **JOINTLY OWNED WAGONS**
In the case of jointly owned wagons, extant free time & demurrage rules as applicable for detention of railway owned stock by normal rail users (i.e. other than steel plants) will be applicable. However, demurrage charge will be levied @ 50% of the rate of demurrage charge as applicable to normal Rail users (i.e. other than steel plants).

4.0 These instructions will be effective w.e.f.01.12.2006.

5.0 This issues with the concurrence of the Finance and Traffic Transportation Directorates in the Ministry of Railways.

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**(Navin Kumar Parsuramka)**
Director Traffic Commercial (Rates)
Railway Board

No.TC-I/98/201/4
Copy to:
1. Dy. C&AG(Rlys), Room No.222, Rail Bhavan, New Delhi.
2. FA&CAOs, All Indian Railways.

New Delhi, Dt.18.11.2006

For Financial Commissioner(Rlys)

No.TC-I/98/201/4
Copy to:
1. Managing Director, CRIS, Chankyapuri, New Delhi-21
2. Chief Administrative Officer, POIS, N. Rly., Camp: CRIS, Chankyapuri, New Delhi-21
3. Managing Director, Konkan Railway Corporation, Belapur Bhavan, Sector-11, CBD Belapur, New Mumbai-400614
4. Director General, Railway Staff College, Vadodara
5. General Secretary, IRCA, New Delhi.
6. Director, Indian Railway Institute of Transport Management, campus: Haridri Bye-pass Road, Village-Kanausi, P.O. : Manaknagar, Lucknow-226011.
7. Secretary, Railway Rates Tribunal, 5, Dr. P.V. Cherian Crescent Road, Egmore, Chennai-600105.
8. Director General(Rail Movement), Mil Rail (Railway Board Cell), Addl. Dte. Gen. of Movements, General Staff Branch, Army H.Q., Sona Bhavan, New Delhi-110011.

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**(Navin Kumar Parsuramka)**
Joint Director Traffic Commercial (Rates)
Railway Board
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EDTC(R), EDPG, ED(FM), EDTT(M), EDTT(S), EDTT(P), EDF(C&RM), EDV(T),
ED(Safety)Railway Board
TC(R), TC(CR), F(C), Safety Branches, Railway Board.
Corrigendum to Rates Circular No.97 of 2006

Corrigendum to Rates Circular No.97 of 2006

Government of India
Ministry of Railways
(Railway Board)

No.TC-I/98/201/4

New Delhi, dt.17.01.2008

GM(Comm1.)
All Indian Railways

Sub: Revision in rate of Stabling Charge
Ref: Board’s letter of even number dt.18.11.2006 (Rates Circular No.97 of 2006)

Sanction is accorded to replace the existing Para 2.3 of Rates Circular No.97 of 2006 by the following:

“2.3 Rate of Stabling charge will be Rs.300/- per wagon per day or part of a day, from the time of arrival to the time of removal.”

These instructions will come into force w.e.f.1.2.2008.

This is issued with the concurrence of the Finance Directorate of Ministry of Railways.

(N.K. Parsuramka)
Director Traffic Comml.(Rates)
Railway Board

No.TC-I/98/201/4

New Delhi, dt.17.01.2008

Copy to:
1. FA&CAOs, All Indian Railways
2. Dy.C&AG(Rlys), Room No.222, Rail Bhavan, New Delhi.

For Financial Commissioner
Corrigendum to Rates Circular No.97 of 2006

No.TC-I/98/201/4 New Delhi, dt.17.01.2008

Copy to:

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4. Director General, Railway Staff College, Vadodara
5. General Secy., IRCA, New Delhi.
6. Director, IRITM, Campus: Hardoi Bye-pass Road, Vill-Kanausi, P.O.-Manaknagar, Lucknow-226011
7. Secretary, RRT, 5, Dr. P.V. Cherian Crescent Road, Egmore, Chennai-600105.
10. Managing Director, Pipavav Rail Corporation Ltd., Jeevan Tara Building, 1st floor, Gate No.4, Sansad Marg, New Delhi-110001

(N.K. Parsuramka)
Director Traffic Commn.(Rates)
Railway Board

Copy for information:
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AM(T&C), AM(C&IS), AM(Vig), AM(C), AM(T), Adv(F), Adv(Infra), Adv(Safety), Railway Board
EDTC(R), EDPG, EDFM, EDPM, ED(T&C), EDTT(M), EDTT(S), EDTT(F), EDFC, EDVT, ED(S&E), ED(Pig), ED(PPP), ED(PP), DTC(G), DPM, Dir(T&C), DFM, DFC,DDTC(R), Railway Board
TC(R), TC(CR), F(C), TT-III(F), Safety Branches, Railway Board