Northern Railway

Headquarters Office,
Baroda House,
New Delhi

260-W/1360/WP/BR/S&D **Dated: 29 July 2025.**

DRM,
DLI,FZR,JAT,LKO,
MB & UMB

CAO/C,
CAO/C-II,
CAO/C/USBRL,
Kashmere Gate, Delhi.

CAO/C/RSP,
9th Floor, Konnectus Tower,
DMRC Building,
New Delhi-110001.

Subject:- Maintenance Agreement (to be prepared by Executing/Supervising agency) between Road Owing Authority i.e. MoRTH/PWD and sectional Sr. DEN or Sr. DEN/Coordination (in case of sectional DEN)

It has been observed that there is no clear laid down maintenance agreement between Railways and outside agency in case of road crossing work.

To ensure proper maintenance post execution of road crossing works, it is advised that henceforth the GAD of any road crossing work in such cases should be processed with a signed maintenance agreement as per enclosed letter under reference incorporating necessary case/site specific changes in the MoU as required. The draft sample MoUs required in different scenarios is appended as under:-

SN	Particular	Attached as
1	Sample format for agreement between Railway and Ministry of Road, Transport & Highway (NHAI) for Construction of ROBs by NHAI	Annexure 'A'
2	Sample format for agreement between Railway and PWD of State Government for Construction of ROB/RUB on Cost-sharing basis in lieu of existing Level Crossing	Annexure 'B'
3	Sample format for agreement between Railway and PWD of State Government for Construction of ROB/RUB on Deposit basis in lieu of existing Level Crossing	Annexure 'C'
4	Sample format for agreement between Railway and PWD of State Government for Construction of ROB/RUB on Deposit basis for Non-LC Location	Annexure 'D'
5	Sample format for agreement between Railway and PWD of State Government for Construction of ROB/RUB on B.O.T. basis in lieu of existing Level Crossing	Annexure 'E'
6	Sample format for agreement between Railway and PWD of State Government for Construction of ROB/RUB on End to End Railway cost in lieu of existing Level Crossing	Annexure 'F'

DA:- As above

29/07/25

(Mona Srivastava)
Chief Engineer/RC

Copy to:- (i) Secy. to PCE for kind information of PCE please.
(ii) CBE for kind information please.

Annexure 'A'

AGREEMENT FOR CONSTRUCTION OF ROAD OVER BRIDGE

As per the Memorandum of understanding arrived between Ministry of Railways (MOR) and Ministry of Road Transport & Highways on 10.11.2014, the MORTH/NHAI shall construct ROB/RUB (including Railway Bridge portion) on National Highways i.e. NH corridors (NHDP & non-NHDP) in the country at their own cost on single entity basis. The existing ROBs, if any, will be upgraded/dismantled duly considering Railway safety/rebuilt by MORTH/NHAI as and when required by MORTH/NHAI or as and when demanded by Railways.

In furtherance of the said Memorandum of understanding it is proposed for construction of New _____ lane Road Over Bridge at Railway Km _____ (NH- _____Km) between

_____and _____stations on _____ - _____ section of _____ division of Northern Railway.

This agreement entered on _____ day of _____20___ between the President of India acting through the General Manager, Northern Railways on the first part and National Highways Authority of India (NHAI) acting through the General Manager (Tech.) & Project Director NHAI, PIU _____ on the second part to construct New _____ lane Road Over Bridge at Railway Km _____ (NH- _____ Km) between _____ and _____ stations on _____ - _____ section of _____ division of Northern Railways.

And whereas the Railway administration has agreed to provide all possible assistance for construction of such Road Over Bridge (ROB).

It has been agreed between the two parties as follows:-

A. The Party in the first part shall:

1. On payment of amounts mentioned hereunder provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges and their completion within the period stipulated under the agreement.
2. Provide all assistance to NHAI for maintenance and management of the Road Over Bridge during construction/concession period and facilitate realization of fees, as agreed to in the concession agreement.
3. Railway will not levy Supervision Charges, Departmental Charges, Maintenance Charges and Land Lease Charges.
4. Ministry of Railways has developed a web-based programme for online submission for getting expeditious approval of various drawings related to ROBs/RUBs. This programme includes all the RDSO standard span drawings, check list to be followed for preparation of GAD and standard MOU. Nominated officer of MORTH/NHAI or NH-wing of PWD shall fill up details of ROB/RUB proposed to be constructed on this web-based programme for expeditious approval of General arrangement Drawing (GAD).
5. To avoid unusual occurrence during launching of railway spans, Railway will supervise and facilitate launching of girders across railway bridge portion, without any supervision charges.

B. The Party in the Second part agree:

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

    a. Level crossing no. _____ at Railway Km _____ between _____ and _____ stations on _____ - _____ section of _____ division of Northern Railways shall be closed simultaneously with the commissioning of ROB. No objection certificate from the _____ district administration in this regard shall be obtained by _____.

2. MORTH/NHAI shall construct complete ROB/RUB (including railway bridge portion) on National Highways i.e. NH Corridors (NHDP & non-NHDP) at their own cost on single entity basis. The existing ROBs, if any, will be upgraded as and when required by MORTH/NHAI.
3. To submit drawings/designs and specification including temporary arrangement, if any, by NHAI for approval of the Railways administration prior to inclusion in the bid document for entrepreneur/Contracting Agency/appointed for execution. No addition/alteration/ modification in the approved plans/drawings etc., shall be made without prior approval of Railways administration.
4. To facilitate approval of GAD etc., and to pay token Plan & Estimate Charges of Rs 5 lakhs to Railways in advance.

    4a. No work shall be allowed to be started in Railway land unless the necessary payments are deposited with Railways.

5. To award the work of Road Over Bridge to only such contractors, as are technically capable of carrying out bridge works under train running conditions. in case, where the contractor has not carried out the bridge work under train running conditions, he shall employ RITES/ IRCON/ a Retired Railway Engineer having adequate experience to supervise the bridge works under such conditions.
6. To carry out the work under train running conditions with or without speed restrictions/traffic blocks Railways will make efforts to arrange speed restriction /traffic blocks as per requirements subject to the availability of Engineering Time Allowance for that route and also prevailing traffic conditions. However, in case of delay on this account due to some exigencies / traffic conditions prevailing, Railways will not be responsible for any loss whatsoever to NHAI. No claims will be entertained by Railways on this account. Decision of the Railways regarding requirement of speed restriction/traffic block will be final.
7. To ensure compliance, during the construction of the ROB, of all safety norms that may be specified by Railways from time to time for safe running of trains.
8. To pay on demand the cost of all such works including D&G charges as per codal provision an estimated cost of the work, in case the work needs to be executed by Railways from safety consideration.
9. To ensure maintenance of bridge proper, road surface, foot paths, kerbs etc., including sanitation, lighting, drainage, de-watering by the NHAI to the satisfaction of the Railway administration.
10. (a) To follow Railways specifications, Indian Road Congress (IRC) Codes, MORTH specifications and other Railways instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared by reputed consultant and proof checked by reputed engineering institutes such as IIT/RITES before the same are submitted to

Railways for approval. Railways decision regarding modifications to the designs/ drawings etc.. shall be final and binding on the NHAI/private Entrepreneur/ Consultant and shall not be a matter of dispute. Designs, all drawings and estimates shall be submitted on electronic media also.

(b) On completion of the ROB work in all respects and before commissioning of the ROB NHAI shall submit the completion drawings, final designs and estimates on electronic media along with hard copy in cloth tracing through concerned Railway Division for permanent record with Railways.

11. To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 2010 and any statutory modifications thereto during construction, maintenance, repairs renewals, etc.
12. To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on/ account of injury to the person or property if any person using the road over bridges, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.
13. NHAI should construct only viaduct on Railway Portion and pier/abutment should be located just out-side/at the railway boundaries to the extent possible based on available standard RDSO's span. No earthen embankment should be constructed within railway boundaries. If earthen embankments have been planned on approaches beyond railway boundary, then at least one viaduct span of sufficient width should be provided, just outside railway boundary, to facilitate the movement of road users parallel to track.
14. For the cases where Standard RDSO Design for longer spans are not available, railway will permit multiple spans within Railway boundary on case to case basis. This can be decided by Railway (CBE) in consultation with Operating Department considering the future requirement and site situation. While taking decision, Railway's interest should be safeguarded. In case of any difference in opinion General Manager, Northern Railway is the final authority.
15. To obtain approval from Railways for any addition or alteration and modification during execution of certain special works viz., shifting of cables, signaling posts, OHE structures including catenary/ contact wires in electrified section, provision & closing of temporary level crossing if required, pipeline or any other structure/ installation within Railway boundary shall be done normally by Railways themselves. NHAI shall deposit in advance expenditure to be incurred for such works together with D&G charges as per codal provisions with the Railways.
16. Along with the construction of ROB, MORTH/NHAI shall construct a Subway to facilitate movement of pedestrian and vehicular traffic across the railway track to facilitate closure of level crossing by Railways. Construction of Subway within Railway Portion should be done either by Railways or under the supervision of Railways without any supervision charges. If subway is not possible, then suitable FOB with ramp should be provided. Wherever subway/FOB with ramp is not feasible at site, then in all such cases suitable footpath of appropriate width along with staircase should be provided on ROB.
17. Wherever footpath on ROB is provided then in all such cases, height of kerb of ROB should be increased (Crash barrier P3 type of RDSO drawing), so that in case of road accidents, chances of mounting of road vehicles on kerb and falling on railway track could be avoided.
18. Launching of girders for ROB within Railway boundaries should be done, preferably, by road cranes to reduce the requirements of rail traffic blocks.
19. That Railways shall have the absolute authority to stop the work if at any point of time it is noticed or considered that execution of work is not progressing as per approved scheme (Plan) or as per directives issued from time to time, failing which Railways shall carry out such work at the cost of NHAI.

20. To ensure that NHAI shall carry out and complete the maintenance shortfalls as pointed out by the Railways during schedule inspection as well as special inspection of bridge carried out from time to time, failing which Railways shall carry out such work at the cost of NHAI.
21. To have way-leave facilities as an acknowledgement of the ownership of the Railway of the land on which the road over bridge proper is constructed. The NHAI shall pay total of Rs.6,000/- per year up to two lane road crossing two tracks and Rs. 12,000/- per year in case the bridge is wider than two lane and/or crossing more than two tracks. Railways may demand payment of these charges on capitalized basis taking interest @ 10% per annum. This will vary from time to time as per Railway's Guidelines Way leave charges shall be payable in advance in block of 10 years.
22. That after the lease/ license period/ agreement period is over. Structure / facilities created for commercial exploitation of the space below approaches, if any, falling in the Railway land together with bridge proper, will revert back to the Railways free of the cost and all future earnings will accrue to the Railways. Railways reserve the right to commercially exploit or use for any other purpose, the space/ structures below approaches falling in Railway land and NHAI will have no claims on it.
23. To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the NHAI such as increase in the thickness of the road surface etc. Any such change should have the prior approval of the Railway.
24. To pay to the Railway, the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over bridge. All necessary precautions would be taken promptly by the NHAI as directed by the Railway Administration from time to time in order to prevent such occurrence.
25. That it would be ensured by the NHAI that the structures are in sound and well maintained conditions at all the times.
26. To ensure that NHAI shall carry out the work close to overhead equipment in electrified section only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down period of power/traffic blocks will solely depend upon train traffic and NHAI shall not have any right or claim for such shut down period.
27. To ensure that NHAI shall carry out and, maintain all relevant record including test record required for quality control carried out in the laboratories of IIT or Engineering College at their own cost and such record shall be made available for inspection whenever demanded by Railways.
28. To ensure that NHAI shall carry out load test of the Girder & Superstructure/ Bridge in Railway portion at their own cost and under Railways supervision and as per the loading scheme approved by Railways, duly considering the safety of the railway tracks.
29. To pay or ensure payment to Railway on demand, all the outstanding dues as stipulated in this agreement, payable by the NHAI within 15 days of receiving the intimation in each case. NHAI shall also agree to fulfill, on behalf of the Entrepreneur/Contractor, all those liabilities towards Railway which remain uncomplied by the Entrepreneur/Contractor.
30. In case of doubt or difference or disputes that may arise between the NHAI and the Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the General Manager, of the Railway and their decision thereon shall be final and conclusive and binding on both parties.
31. That the term Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.

31(a) To incorporate in their agreement with the Entrepreneur/Contractor all those conditions/stipulations concerning Entrepreneur/Contractor as brought out in this agreement.

31(b) Safety precautions and measures to be observed during execution of ROB shall be finalized by NHAI with _____ Division, Northern Railways as per guidelines enclosed as Annexure-l which shall be part and parcel of this agreement.

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

(a) This agreement shall be governed by the laws of India and shall be subject to the jurisdiction of _____ Courts only.

33. Subject as otherwise provided in this agreement all notices to be given/ taken on behalf of NHAI and all other actions to be taken will be given or taken on behalf of this NHAI.

Signed by	Signed by
(Name & Date)	(Name & Date)
Northern Railways,	GM (Tech) & Project Director,
For and on behalf of President, Union of India	For and on behalf of the NHAI
Signed in Presence of	Signed in Presence of
(1)	(1)
(Name & Designation)	(Name & Designation)
(2)	(2)
(Name & Designation)	(Name & Designation)

Annexure-I (ONLY FOR GUIDANCE)

RAILWAY SHOULD FRAME THEIR OWN SAFETY PRECAUTIONS TO BE TAKEN AS PER SITE REQUIREMENT

SAFETY PRECAUTIONS AND MEASURES TO BE OBSERVED DURING EXECUTION OF ROB/RUB WORKS IN RAILWAY AND ADJOINING AREAS

****

1.0 ROB/RUB work(s) in Railway area and for the approaches in adjoining area shall be got executed through experienced contractor with proven capabilities. As soon as the work of ROB/RUB is awarded, the Agency or the nominated Concessionaire shall submit the name of Contractor and Supervision Consultant, if any, appointed to handle the Project under consideration. The Contractor shall nominate the Engineering Person-in-charge and submit the list of personnel to be available at the site along with their contact numbers and address. The contractor shall deploy/appoint only such nominated Engineer as Person-in-charge at site who has experience of execution of similar type of work(s) and should be exclusively assigned at one site at a time.

1.1 From Railways, the nominated 'Project Engineer In-Charge' and 'Engineer at-site' shall be responsible for coordinating various construction activities, and supervision control.

1.2 Personnel of the Supervision Consultant, wherever appointed for supervising ROB/RUB works, shall also be identified and their names along with contact numbers and address shall be forwarded to concerned Railway officials. The Project Management (Supervision) Consultancy Firm shall deploy only nominated 'Supervising Engineers' at site who have got supervision experience for similar type of work.

1.3 (a) Credentials of the Concessionaire/Contractor/Supervising Consultancy Firm and their Engineers/Personnel for execution of work should have been verified and issued by Railway Engineer not below the rank of Dy.Chief Engineer (JA Grade).

(b) Alternatively, the contractor's Engineer and Supervisor Engineer can get training under Railways Training Institutes and obtain Training Certificate issued by such training organization, for the purpose of having requisite credentials and ensure safety at work site.

2.0 Construction Activities and safety:

(a) The 'Methodology of Working' shall be incorporated in GAD and Temporary arrangement Drawings.

(b) The activities of work to be taken up during the Railway traffic block/under speed restriction etc. should be clearly mentioned in such drawings.

If at any stage of execution, any discrepancy is found in the drawing with respect to the site condition, affecting safety or some new activity of work is required to be done, the same should be brought to the notice of Railway Engineer and such works should be done only after approval by

Railways. In such cases, scheme may be modified and if required fresh CRS sanction shall have to be obtained.

2.1 The works required to be done under traffic block protection, are to be carried out only in the presence of Railway Engineering officials. The Railways supervisor will certify safe conditions for passage of trains before resumption of traffic.

The works to be done under traffic shall be carried out under the provision of banner flag and protection of Engineering flagman. If considered necessary, the Railway flagman may be posted on account of the contractor.

2.2 Following important activities of works shall be carried out under supervision of Railway Engineer or his nominated Supervisor:

a) Excavation at foundation/Ground level near to Railway track.

b) Concrete Casting and/or masonry very close to Railway track.

c) Erection of temporary structures near to running lines.

d) Casting of structures like girder/slab over railway track.

e) Stage-Prestressing of girders when placed across Railway track properly supported.

f) Launching of precast/pre-assembled girders across Railway tracks.

g) Any work of lifting, side shifting and slewing of girders over the Railway track.

h) Dismantling of temporary structures, shutters, scaffolding etc. adjacent to and above the Railway track.

For carrying out activities of casting, erection, launching, handling and dismantling as listed above, the Contractor's Engineer shall furnish the Construction Programme in advance to Railway Supervisor engineer. No such work should be taken up in absence of the Supervising Railway Engineer. For the activities which are to be done in presence of the Railway Engineer, prior intimation shall be given in writing and acknowledgement obtained from Railway's representative. Such activities of work shall not be carried without the presence of Railway Engineer.

2.3 To ensure 'Safety' during construction activities, Railway Engineer may direct the Contractor/Supervisor Engineer or their nominated representative for safe working procedures/instructions, notwithstanding the contractual or MOU conditions prevailing between/amongst Railways/other departments like NHAI/Contractors/Concessionaire.

2.4 All the records of Quality Assurance/ Quality Control, testing of the materials and satisfactory completion of an activity shall be maintained at site by the Contractor's Engineer and Supervising Engineers. On the basis of these records, Railways Engineer shall give stage-wise clearance of the works at following stages:

i) Completion of foundation

ii) Completion of substructure

iii) Completion of superstructure

Without such stage clearance, the work in next stage of construction shall not be allowed by the Railway supervisor, unless proper system of check and exercise is followed at the site.

2.5 Normally, high beam PSC girders are designed with wider top flange and shorter bottom flange with very high beam which makes the girder unsuitable during lowering, slewing and launching time.

2.6 During launching of girders and subsequent adjustments for placement of bearings, special attention and precautions are required at site to be followed rigorously without restoring to shortcut practices or leaving the work at site to untrained or inexperienced Engineers. Work should be done as per approved methodology and safety to be ensured at all time.

2.7 Steel girder launcher if used for launching of PSC girders, should be pre-tested for the critical loading (likely to be encountered during actual launching) before deployment on the approaches regarding its strength as well as amount of permissible deflection using actual test PSC girder as a testing load. Connections at supports shall be inspected and certified. Prior to actual launching, it shall be adequately secured to the base support system on the pier cap.

3.0 General Construction Safety:

3.1 General Safety Precautions as applicable for bridge/civil works shall be adopted in field.

3.2 Working near running line: Safe practices at site, and at all times non-infringement to moving trains shall be ensured. Road vehicles material trollies, dollys with any tendency to roll off towards the running lines to be checked by providing chains, locking arrangements, blocks etc. shall be ensured and the Site Incharge of the Contractor shall be primarily responsible, secondary responsibility being of Supervisor's Consultant.

3.3 Testing of cranes, lifting jacks and other equipments: All equipments like cranes, lifting jack shall be tested, duly calibrated and certified prior to use at construction site.

3.4 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear – approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing, protection with help of ropes, slings and temporary railings shall be provided.

3.5 Routine Safety Checks, validity of test certificates for load bearing equipments especially for cranes out sourced from third party shall be ensured prior to deployment.

Annexure 'B'

Agreement Format

(ROB on Cost Sharing)

Construction of New _____ lane Road Over Bridge in lieu of Level Crossing no. _____at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway.

SN	Description of Items of Agreement	Reference
	This agreement is made and entered into at _____ on _____ day of _____month two thousand_____ **BETWEEN** The President of India acting through the General Manager Northern Railways and represented by the _____ "herein after referred to as Railway Administration" on the first part **AND** The Governor of _____ acting through the _____ (i.e. . Secretary, Public Works Department) on the second part. **Whereas** both the parties have decided to Construct of New _____ lane Road Over Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway on cost sharing basis to facilitate road traffic. **AND** **Whereas** the Railway Administration and the Government of _____ have agreed to the following principles for construction of the ROB/RUB in lieu of LC no _____ on cost sharing basis.	As per Standard legal format (with required modification).
1	The work of ROB/RUB in lieu of LC no _____ is sanctioned on cost sharing basis. Sharing of cost of the ROB/RUBS between Ministry of Railways and State Government shall be _____% Ministry of Railways and _____% State Government as per Para 1816 of Engineering Code and extant policy instructions. The cost of acquisition of land required for approaches and diversions and structures thereon shall be borne by Road Authority or State Government.	Para 1816-E.

<table>
<tr><td>2</td><td>Any subway or light FOB, essential for closure of level crossing shall form part of estimate. Such details shall be mentioned in the abstract/detailed estimate. Further, provision for S&T and electrical works required (if any) for construction of ROB/RUB and closure of LC shall also be kept in the Estimate.</td><td>Railway Board's letter No. 2011/CE-I/ Estt./24 (ROB) dated 19.01.2012.</td></tr>
<tr><td>3</td><td>State Government will sanction the work on cost sharing basis and shall give undertaking for closure of level crossings</td><td></td></tr>
<tr><td>4</td><td>On the actual completion of the work, a completion certificate for the work (excluding cost of land and structures thereon) giving the total cost of the work carried out by Railway/State Government separately will be signed by their representatives. The amount incurred by any party (Railway/State Government) in excess of their share will be reimbursed by the other party.</td><td>Para 1816-E.</td></tr>
<tr><td>5</td><td>The construction deadline of the ROB/RUB will be as decided by the Railway in consultation with State Government.</td><td>General item</td></tr>
<tr><td>6</td><td>No addition/alteration/ modification in the approved plans/drawings, etc., shall be made without prior approval of Railway Administration.</td><td>Para (C) (2) of Appendix XI (1) of Engineering Code.</td></tr>
<tr><td>7</td><td>A quarterly review and coordination meeting to review the progress and sort out any coordination issues with the Zonal Railway and State Government will be held by CE/RC/NR.</td><td>General item</td></tr>
<tr><td>8</td><td>For the purpose of execution of the ROB/RUB, the responsibility to be shared between Railway and State Government will be as follows:</td><td></td></tr>
<tr><td>9</td><td>Responsibility of various activities for execution of ROB/RUB will be as follows:
<table>
<tr><td>Sr. No</td><td>Activity</td><td>Responsibility</td></tr>
<tr><td>1</td><td>Executing Authority Cost Sharing work in _____state (Bridge proper & approaches or compete work on single entity basis).</td><td>State Government or Railway on single entity basis as mutually decided</td></tr>
<tr><td>2</td><td>Preparation of GAD</td><td>By the executing authority entrusted for construction of</td></tr>
</table></td><td>Railway Board's letter No. 2009/CE-I/BRO/50 dated ____/10/2010.

IRBM Para 317</td></tr>
</table>

			the ROB on single basis	As per existing practice.
	3	Approval of GADs	CBE/NR.	As per existing practice.
	4	i. Approval of Design/launching scheme/method statement etc. for Bride Proper ii. Approval of Design/Drawing for Approaches	i.NR (Construction) ii.Executing Authority	As per existing practice. As per existing practice.
	5	Preparation of estimate	By executing authority	As per existing practice.
	6	Supervision of the work of Bridge Proper	NR (Construction)	As per existing practice.
	7	Processing/Coordination for CRS sanction	NR (Construction)	
10	**Responsibility of Railways:-**			
10.1	The Railway shall get the work of ROB/RUB sanctioned on cost sharing basis.			General
10.2	Railway shall approve GADs and drawings etc. within a time bound manner.			General
10.3	Method statement/drawing for launching scheme/construction of ROB over Railway tracks will be approved by the Railway			As per existing practice
10.4	The Railway shall make the land within Railway boundary available to Executing Authority free of encroachment as per extant policy.			As per existing practice
10.5	Railway shall prepare combined detailed estimate for ROB/RUB which is being executed by Railway on single entity basis. After obtaining approval of State Government for estimate of approaches, the combined estimate will be sanctioned by Railway.			As per existing practice
10.6	Railway shall finalize contract of full ROB i.e. bridge proper and approaches, wherever the work is entrusted to them on single entity basis.			As per existing practice

10.7	Railway shall be responsible for planning, execution, safety and quality assurance for the work which is being executed by Railway on single entity basis.	As per existing practice.
10.8	Railway shall arrange the traffic blocks and speed restrictions within a reasonable period of time, to avoid delay in execution of Bridge portion of ROB/RUB. The Executing Authority shall inform well in advance.	As per existing practice.
10.9	Railway shall apply for PCE sanction for closure of level crossing before the opening of ROB for road traffic.	As per existing practice
10.11	In order to maintain positive cash flow, Railway shall release funds against each work of ROB, in consultation with State Government and as per the anticipated physical progress of the work.	As per existing practice
10.12	Railway shall extent full cooperation at all levels so as to complete the works of ROBs in reasonable time and cost.	
10.14	The maintenance of the Bridge structure (excluding the roadway and lighting) after commissioning will rest with Railway.	As per Para 1818 of Engineering Code.
11	Responsibilities of State Government:	
11.1	The State Government will sanction the work on cost sharing basis and shall give undertaking for closure of level crossings. The State Government shall expeditiously approve the GADs and the estimates.	As per existing practice
11.2	The State Government will be responsible for all land acquisition for approaches and diversions etc. and make encumbrance free land available for construction of the ROBs as well as for road diversion as per approved GAD. State Government shall also arrange for shifting of all utilities on approaches chargeable to the work.	As per Para 1816-E.
11.3	State Government shall prepare combined detailed estimate for ROB/RUBs which are being executed by them on single entity basis. After obtaining approval of Northern Railway for estimate of Bridge proper, the combined estimate will be sanctioned by Railway.	Railway Board's letter no. 97/CE-I/BRO/158 (Policy) dated 20.05.2008.
11.4	State Government shall be responsible for planning. execution, safety and quality assurance for the work. Method statement/ drawings for launching/construction of ROB over running lines shall be approved by the Railway.	As per existing practice
11.5	State Government shall finalize contract of full ROB i.e. bridge proper and approaches, wherever the work is entrusted to them on single entity basis, State Government shall award work of road over/under bridges to only such contractors, as are technically capable of carrying out bridge	As per Para (5) of Appendix X1 (1) of Engineering Code.

	works under train running conditions. In case, where the contractor has not carried out the bridgework under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridgework under such conditions.	
11.6	To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirement subject to the availability of engineering time allowance for that route and prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the party in the second part. No claim shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.	As per Para (6) of Appendix X1 (1) of Engineering Code.
11.7	To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.	As per Para (7) of Appendix X1 (1) of Engineering Code.
11.8	To follow Railways specifications, Indian Roads Congress (IRC) Codes, MORTH Specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/ Engg. Institution before the same are submitted to Railway for approval. Railway's decision regarding modifications to the designs/drawings, etc., shall be final and binding on the party in the second part/Consultant and shall not be a matter of dispute.	As per Para (13) of Appendix X1 (1) of Engineering Code.
11.9	To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 2010 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.	As per Para (12) of Appendix X1 (1) of Engineering Code.
11.10	To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.	As per Para (14) of Appendix X1 (1) of Engineering Code.
11.11	To carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and the party in the second part shall not have any right or claim for such shut down period.	As per Para (25) of Appendix X1 (1) of Engineering Code.

11.12	To carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of IIT or Engineering College or approved Lab and such record shall be made available for inspection whenever demanded by Railways.	As per Para (26) of Appendix X1 (1) of Engineering Code.
11.13	State Government shall fix up milestones and submit monthly progress report of various activities to Railway.	As per existing practice
11.14	State Government shall extend full cooperation at all levels so as to complete the work of ROB in reasonable time and cost.	As per existing practice
11.15	In order to maintain positive cash flow, State Government shall directly release funds to Railways as per share of cost, as per physical progress of ROB/RUB as per predetermined schedule after the sanction of detailed estimate.	As per existing practice
11.16	State Government shall hand over the completed structures to Railways after further operation and maintenance.	As per existing practice
11.17	The State Government shall close the level crossings permanently before road traffic is allowed on the ROBs. Railway will not permit commissioning of the Road Over/Under Bridge unless the level crossing is closed.	Railway Board's letter no. 97/CE-I/BRO/158 (Policy) dated 20.05.2008.
11.18	The maintenance and lighting of the roadway of the bridge and its approaches after its opening to public traffic shall be done by State Government.	As per Para 1818 of Engineering Code.
11.19	State Government shall ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the party in the second part such as increase in the thickness of the road surface. Any such change should have the prior approval of the Northern Railway.	As per Para (22) of Appendix X1 (1) of Engineering Code.
11.20	State Government agree to that in case of doubt or difference or disputes that may arise between the party in the second part and the Northern Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the General Manager, Northern Railway and their decision thereon shall be final and conclusive and binding on both parties.	As per Para (29) of Appendix X1 (1) of Engineering Code.
11.21	That the term Northern Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.	As per Para (30) of Appendix X1 (1) of Engineering Code.

11.22	Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.	As per Para (32) of Appendix X1 (1) of Engineering Code.
11.23	Subject as otherwise provided in this agreement, all notices to be given /taken on behalf of the _____(State Government) and all other actions to be taken will be given or taken by _____ (designation of officers of State Government) on behalf of this _____ (State Government)	As per Para (33) of Appendix X1 (1) of Engineering Code.
12	This agreement shall be governed by the laws of India and shall be subject to the jurisdiction of _____courts only.	As advised by legal cell.
13	In witness, whereof the parties hereto have by their duly As authorized representatives executed this Agreement on the date, month and year first above written.	As advised by legal cell.

Date:

Place:

Signed by

(Name & Designation)

Northern Railways,

For and on behalf of President, Union of India

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Signed by

(Name & Designation

For & on behalf of Governor of

_____

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Annexure 'C'

Agreement Format

ROB/RUB on Deposit involving LC closure

Construction of New _____ lane Road Over/Under Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway.

SN	Description of Agreement	Reference
	This agreement is made and entered into at _____ on _____ day of _____month two thousand_____ **BETWEEN** The President of India acting through the General Manager Northern Railways and represented by the _____ "herein after referred to as Railway Administration" on the first part **AND** The Governor of _____ acting through the _____ (i.e. . Secretary, Public Works Department) on the second part. Whereas the party in second part have decided to construct the Road Over Bridge/Road Under Bridge at Railway in lieu of level crossing No …at Km…on section or at km _____ between _____and _____stations on _____ - _____ section of _____ division of Northern Railway on deposit basis to facilitate road traffic. AND Whereas the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.	As per Standard legal format (with required modification)
	It has now been agreed between parties as follows; -	
(A)	The party in the first part shall :-	
1	On payment of the amounts mentioned here under, provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under bridges and their completion.	As per Para (A) (1) of Appendix XI(1) of Engineering Code.
2	Supervise and facilitate launching of girders across Railway Bridge portion.	Clause No. (B) (3) of MOU singed with MORTH dated 10.11.2014.

3	Maintain Railway Bridge structure of the Road over bridges/under bridges (except Roadway and its lighting etc.) charged to the party in the second part as per extant rules.	As per Para (A) (1) of Appendix XI(2) of Engineering Code.
(B)	**The party in the second part agrees: -**	
1	To ensure that the level crossing shall be closed permanently on commissioning of the Road Over/Under Bridge. Railway will not permit commissioning of the Road Over/Under Bridge unless the level crossing is closed.	Para (B) of Appendix XI(1) of Engineering Code.
2	To construct complete ROB (including Railway Bridge portion) at its own cost on single entity basis.	As per existing practice.
3	To submit drawings/designs and specification including temporary arrangement, if any,for approval of the Railways administration. No addition/alteration/ modification in the approved plans/drawings etc., shall be made without prior approval of Railways administration.	As per Para (B) (3) of Appendix XI(2) of Engineering Code.
4	To supervision/construction by Railway of all construction work of Bridge proper across existing future Railway tracks and payment of plan and estimate charges, supervision charges, maintenance charges as per the codal provision to the Railway in advance so that necessary work charged organization can be created in time for supervision of actual construction.	As per Para (B) (4) of Appendix XI(2) of Engineering Code
5	The plan and estimate charges shall be 2% of the estimated cost of the bridge proper. No departmental charges shall be applicable.	Railway Board's letter No. 98/CE-I/Misc./(14) BRO dated 1/11/2010.
6	The supervision charges shall be 3.125 % of the cost of the bridge proper.	Railway Board's letter No. 98/CE-I/Misc./(14) BRO dated 1/11/2010.
7	The maintenance of Bridge proper over Railway lines (except Roadway and its lighting etc.), after commissioning of the ROB, will be done by Railway chargeable to the party in second part, as per Para 1851 of Engineering Code.	Railway Board's letter No. 98/CE-1/Misc./(14) BRO dated 1/11/2010.
8	That no work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.	Para (4d) of Appendix XI(2) of Engineering Code.
9	To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signaling and electrical installations or P-way or any other structure which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would	Para (5) of Appendix XI(2) of Engineering Code.

	include cost of such works, the freight charges, Departmental & Supervision charges. etc., as per codal provision.	
10	To pay way-leave charges as per extant policy and rules. Railway shall not levy way-leave/easement right and land No. leasing charges in case of construction of ROB/RUB involves closure of level crossing on permanent basis.	Railway Board's letter 2011/CE-IV/Misc./48/ Land/ROB/ROB dated 13.07.2012.
11	To pay interest at the rate of 10% per annum on all sums payable to the Railway Administration, if not paid within a month from the date of demand in writing by the Railway Administration.	Para (16) of Appendix XI(2) of Engineering Code.
12	To ensure maintenance of bridge proper, road surface, foot paths, kerbs etc., including sanitation, lighting, drainage, de-watering by the NHAI to the satisfaction of the Railway administration.	Para (12a) of Appendix XI(2) of Engineering Code.
13	To pay to the Railway, the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over bridge. All necessary precautions would be taken promptly as directed by the Railway Administration from time to time in order to prevent such occurrence.	Para (24) of Appendix XI(2) of Engineering Code.
14	To work of road over/under bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridgework under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridgework under such conditions.	Para (6) of Appendix XI(2)
15	To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirement subject to the availability of engineering time allowance for that route and prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the party in the second part. No claim shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.	Para (7) of Appendix XI(2) of Engineering Code.
16	To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.	Para (8) of Appendix XI(2) of Engineering Code.

17	To follow Railways specifications, Indian Roads Congress (IRC) Codes, MORTH Specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/ Engg. Institution before the same are submitted to Railway for approval. Railway's decision regarding modifications to the designs/drawings, etc., shall be final and binding on the party in the second part/Consultant and shall not be a matter of dispute.	Para (14) of Appendix XI(2) of Engineering Code.
18	To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 2010 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.	Para (13) of Appendix XI(2) of Engineering Code.
19	To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.	Para (15) of Appendix XI(2) of Engineering Code.
20	That Railway shall have the absolute authority to stop the work at any point of time if it is noticed or considered that execution of work is not progressing as per approved scheme (plan) or as per directives issued from time to time. The decision to permit commencement of the work again after rectification will rest with Railways.	Para (19) of Appendix XI(2) of Engineering Code.
21	To carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and the party in the second part shall not have any right or claim for such shut down period.	As per Para (25) of Appendix XI (1) of Engineering Code.
22	To carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of IIT or Engineering College or approved Lab and such record shall be made available for inspection whenever demanded by Railways.	As per Para (27) of Appendix XI (2) of Engineering Code,
23	To carry out load test of PSC girder/girder in Railway portion at his own cost and under Railway's supervision.	As per Para (28) of Appendix XI (2) of Engineering Code.
24	To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the party in the second part such as increase in the thickness of the road surface. Any such change should have the prior approval of the Northern Railway.	As per Para (23) of Appendix X1 (2) of Engineering Code.
25	The existing ROBs, if any, will be upgraded as and when required at the cost of the party in the second part.	Para1819 (a)-E.

26	That in case of doubt or difference or disputes that may arise between the party in the second part and the Northern Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the General Manager, Northern Railway and their decision thereon shall be final and conclusive and binding on both parties.	As per Para (30) of Appendix XI (2) of Engineering Code.
27	That the term Northern Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.	As per Para (31) of Appendix XI (2) of Engineering Code.
28	Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.	As per Para (33) of Appendix XI (2) of Engineering Code.
29	Subject as otherwise provided in this agreement, all notices to be given /taken on behalf of the _____ (Designation of officers of sponsoring department) on behalf of the (sponsoring department).	As per Para (34) of Appendix XI (2) of Engineering Code.
30	This agreement shall be governed by the laws of India and shall be subject to the jurisdiction of _____courts only.	As advised by legal cell.
31	In witness, whereof the parties hereto have by their duly As authorized representatives executed this Agreement on the date, month and year first above written.	As per standard practice

Signed by

(Name & Designation)

Northern Railways,
For and on behalf of President, Union of India

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Signed by

(Name & Designation

For & on behalf of sponsoring department

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Annexure 'D'

Agreement Format

(Deposit ROB/RUB not involving LC closure)

Construction of New _____ lane Road Over/Under Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway.

	Description of Agreement	Reference
	This agreement is made and entered into at _____ on _____ day of _____month two thousand_____ **BETWEEN** The President of India acting through the General Manager Northern Railways and represented by the _____ "herein after referred to as Railway Administration" on the first part **AND** The Governor of _____ acting through the _____ (i.e. . Secretary, Public Works Department) on the second part. Whereas the party in second part have approached and proposed Railway (the first party) to Construct of New _____ lane Road Over Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway on deposit basis to facilitate road traffic. AND Whereas the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.	As per Standard legal format (with required modification)
	It has now been agreed between parties as follows; -	
(A)	The party in the first part shall:-	
1	On payment of the amounts mentioned here under, provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under bridges and their completion.	As per Para (A) (1) of Appendix XI(1) of Engineering Code.
2	Supervise and facilitate launching of girders across Railway Bridge	Clause No. (B) (3) of MOU singed

	portion.	with MORTH dated 10.11.2014.
3.	Maintain Railway Bridge structure of the Road over bridges/under bridges (except Roadway and its lighting etc.) charged to the party in the second part as per extant rules.	As per Para (A) (1) of Appendix XI(2) of Engineering Code.
	The party in the second part agrees: -	
1	To construct complete ROB (including Railway Bridge portion) at its own cost on single entity basis.	As per existing practice.
2	To submit drawings/designs and specification including temporary arrangement, if any, for approval of the Railways administration. No addition/alteration/ modification in the approved plans/drawings etc., shall be made without prior approval of Railways administration.	As per Para (B) (3) of Appendix XI(2) of Engineering Code.
3	To supervision/construction by Railway of all construction work of bridge proper across existing/future Railway tracks and payment of plan and estimate charges, supervision charges as per the codal provision to the Railway in advance so that necessary work charged organisation can be created in time for supervision of actual construction.	As per Para (B) (4) of Appendix XI(2) of Engineering Code
4	The plan and estimate charges shall be 2% of the estimated cost of the bridge proper. No departmental charges shall be applicable.	Railway Board's letter No. 98/CE-I/Misc./(14) BRO dated 1/11/2010.
5	The supervision charges shall be 6.25% of the cost of the bridge proper.	Railway Board's letter No. 98/CE-I/Misc./(14) BRO dated 1/11/2010.
6	The Departmental charges shall be 12.5% of the cost of the bridge proper if Bridge portion is constructed by Railway and Approach portion is constructed by sponsoring department. No departmental charges shall be applicable if complete ROB/RUB is constructed by sponsoring department on single entity basis and supervision of bridge portion by Railway.	Railway Board's letter No. 98/CE-I/Misc./(14) BRO dated 1/11/2010.
7	That during the lease/licence period, bridge proper (over/under the track) shall be maintained by the State Govt./Private Entrepreneur at their cost under the supervision and inspection of the Railways. The State Govt./Private Entrepreneur shall pay to the Railways 6.25% of the maintenance cost as supervision and inspection charges per annum. For the purpose of levy of these charges, the maintenance cost shall be taken as not less than 3% of the completion cost of the bridge proper which may be revised by Railways as per laid down norms. These charges shall be deposited by the State Govt./Private	Para (11) of Appendix XI(2) of Engineering Code.

	Entrepreneur every year in advance. In case State Govt. wants Railways to carry out the maintenance during lease period, they shall pay 3% of the completion cost as maintenance charges and 12.5% of the maintenance cost as supervision and inspection charges. By maintenance it will be understood that it involves ordinary day-to-day maintenance. However, in case any major repairs are required, the cost of the same, and the supervision charges, shall be borne by the State Govt./Private Entrepreneur. Decision of the Railways regarding maintenance works required shall be final and will not be a matter of dispute.	
8	That no work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.	Para (4d) of Appendix XI(2) of Engineering Code.
9	To pay way-leave charges as per extant policy and rules. The charges shall be Rs. 6000/- p.a. upto two lane road crossing two tracks and Rs. 12000/-p.a. in case the Bridge is wider than two lane and/or crossing more than two tracks. These charges are liable to be revised as per extant policy.	Railway Board's letter No. 97/LML/24/3dated 27.11.2001.
10	These charges shall be payable in advance in block of 10 years. Discounting of future cash inflows at prevailing interest rate announced hy RBI for Govt. securities would be permissible. While calculating the advance equivalent to 10 years annual charges, annual increase of 10% in land value would be assumed. Adjustments needed because of variation vis-à-vis actual increase as per rates notified by local development authority or as obtained from District Collector, would be carried out at the time of payment of the installment of way leave charges for the next ten years.	Railway Board's letter No. 97/LML/24/3dated 27.11.2001 (Para 12).
11	To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signaling and electrical installations or P-way or any other structure which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would include cost of such works, the freight charges, Departmental & Supervision charges. etc., as per codal provision.	Para (5) of Appendix XI(2) of Engineering Code.
12	To pay interest at the rate of 10% per annum on all sums payable to the Railway Administration, if not paid within a month from the date of demand in writing by the Railway Administration.	Para (16) of Appendix XI(2) of Engineering Code.
13	To ensure maintenance of bridge proper, road surface, foot paths, kerbs etc., including sanitation, lighting, drainage, de-watering to the satisfaction of the Railway administration.	Para (12a) of Appendix XI(2) of Engineering Code.

14	To pay to the Railway, the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over bridge. All necessary precautions would be taken promptly as directed by the Railway Administration from time to time in order to prevent such occurrence.	Para (24) of Appendix XI(2) of Engineering Code.
15	To award work of road over/under bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridgework under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridgework under such conditions.	Para (6) of Appendix XI(2)
16	To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirement subject to the availability of engineering time allowance for that route and prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the party in the second part. No claim shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.	Para (7) of Appendix XI(2) of Engineering Code.
17	To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.	Para (8) of Appendix XI(2) of Engineering Code.
18	To follow Railways specifications, Indian Roads Congress (IRC) Codes, MORTH Specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/ Engg. Institution before the same are submitted to Railway for approval. Railway's decision regarding modifications to the designs/drawings, etc., shall be final and binding on the party in the second part/Consultant and shall not be a matter of dispute.	Para (14) of Appendix XI(2) of Engineering Code.
19	To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 2010 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.	Para (13) of Appendix XI(2) of Engineering Code.
20	To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.	Para (15) of Appendix XI(2) of Engineering Code.
21	That Railway shall have the absolute authority to stop the work at any point of time if it is noticed or considered that execution of work is not	Para (19) of Appendix XI(2) of

	progressing as per approved scheme (plan) or as per directives issued from time to time. The decision to permit commencement of the work again after rectification will rest with Railways.	Engineering Code.
22	To carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and the party in the second part shall not have any right or claim for such shut down period.	As per Para (25) of Appendix XI (1) of Engineering Code.
23	To carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of IIT or Engineering College or approved Lab and such record shall be made available for inspection whenever demanded by Railways.	As per Para (27) of Appendix XI (2) of Engineering Code,
24	To carry out load test of PSC girder/girder in Railway portion at his own cost and under Railway's supervision.	As per Para (28) of Appendix XI (2) of Engineering Code.
25	To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the party in the second part such as increase in the thickness of the road surface. Any such change should have the prior approval of the Northern Railway.	As per Para (23) of Appendix X1 (2) of Engineering Code.
26	The existing ROBs, if any, will be upgraded as and when required at the cost of the party in the second part.	Para1819 (a)-E.
27	That in case of doubt or difference or disputes that may arise between the party in the second part and the Northern Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the General Manager, Northern Railway and their decision thereon shall be final and conclusive and binding on both parties.	As per Para (30) of Appendix XI (2) of Engineering Code.
28	That the term Northern Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.	As per Para (31) of Appendix XI (2) of Engineering Code.
29	Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.	As per Para (33) of Appendix XI (2) of Engineering Code.
30	Subject as otherwise provided in this agreement, all notices to be given /taken on behalf of the _____ (Designation of	As per Para (34) of Appendix XI (2) of

	officers of sponsoring department) on behalf of the (sponsoring department).	Engineering Code.
31	This agreement shall be governed by the laws of India and shall be subject to the jurisdiction of _____courts only.	As advised by legal cell.
32	In witness, whereof the parties hereto have by their duly As authorized representatives executed this Agreement on the date, month and year first above written.	As per standard practice

Date:

Place:

Signed by

(Name & Designation)

Northern Railways,

For and on behalf of President, Union of India

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Signed by

(Name & Designation

For & on behalf of Governor of

_____

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)

Annexure-E

Standard Agreement Format for execution with State Govt.

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

****

This agreement entered on _____day of _____(month) Two Thousand _____ between the President of India acting through the General Manager Northern Railways, on the first part and the Governor of _____ acting through the Secretary, Public Works Department on the second part.

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

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

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

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

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

It has now been agreed between parties as follows; -

(A) The party in the first part shall

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

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

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

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

commissioning of the Over /Under Bridge unless the level crossing is closed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Railway may consider solid earthfilll approaches in Railway land. Decision will be taken by the Railways on case to case basis as per the prevailing site conditions and requirement of the Railways and shall be binding upon the State Govt./Private Entrepreneur.

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

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

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

(21) To have way leave facilities as an acknowledgement of the ownership of the —— Railway of the land on which the road over/under bridge proper is constructed. The entrepreneur shall pay a total of Rs 5,000 /- per year up to two lane road crossing two tracks and Rs.1O,OOO/- per year in case the bridge is wider than two lane and / or crossing more than two tracks. Railway may demand payment of these charges on capitalised basis taking interest @ 10% per annum.

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

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

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

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

(26) To ensure that Entrepreneur shall carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and

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

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

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

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

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

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

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

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

Signed by	Signed by
Northern Railway For and on behalf of the President, Union of India.	For and on behalf of Governor of…….
Signed in presence of	Signed in presence of
1) 2)	1) 2)

Annexure 'F'

Sample Agreement Format
End to End ROB on Railway Cost

Construction of New _____ lane Road Over Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway.

S.N.	Description of Items of Agreement	Reference
	This agreement is made and entered into at _____ on _____ day of _____month two thousand_____ . **BETWEEN** The President of India acting through the General Manager Northern Railways and represented by the Sr. Divisional Engineer- / _____ (Concerned Sectional Sr. DEN) "herein after referred to as Railway Administration" on the first part **AND** The Governor of _____ acting through the _____ (i.e. . Secretary, Public Works Department) on the second part. **Whereas** both the parties have decided to Construct of New _____ lane Road Over Bridge at Railway Km _____ between _____ and _____stations on _____ - _____ section of _____ division of Northern Railway on cost sharing basis to facilitate road traffic. **AND** **Whereas** the Railway Administration and the Government of _____ have agreed to the following principles for construction of the ROB/RUB in lieu of LC no _____ on cost sharing basis.	As per Standard legal format (with required modification)
1	The work of ROB/RUB in lieu of LC no. _____ is sanctioned on Railway cost. The cost of acquisition of land required for approaches and diversions and structures thereon shall be borne by Railways.	Para 1816-C
2	State Government shall give undertaking for closure of level crossings.	
3	A quarterly review and coordination meeting to sort out any coordination issues with the Zonal Railway and State Government will	General item

	be held by CE/RC/NR	
4	For the purpose of execution of the ROB/RUB, the responsibility to be shared between Railway and State Government will be as follows:	
5	**Responsibilities of Railways:**	
5.1	Railway shall finalize contract of full ROB i.e. bridge proper and approaches.	As per existing practice
5.2	Railway shall be responsible for planning, execution, safety and quality assurance for the work.	As per existing practice
5.3	The portion of Flyover (ROB)/ Underpass (RUB) within railway land area (excluding the roadway and lighting) shall be maintained by Railways at its own cost as Para 1816-D of Indian Railways code for Engineering Department-2012 Edition including all Correction Slips issued up to 63, dated 02.08.2024.	As per Para 1816-D
5.4	The Railway will be responsible for all land acquisition for approaches and diversions etc. and make encumbrance free land available for construction of the ROBS, RUBs as well as for road diversion as per approved GAD.	As per Para 1816-C
5.5	The cost of land acquisition involving private land, R&R and utility shifting shall be charged to the project and kept in the estimate at the time of sanction and shall be borne by railways.	Railway Board's letter No.2017/CE-IV/LX/Misc./244 (LCs) Pt. dated 19.08.2024.
6	**Responsibilities of State Government:**	
6.1	The State Government shall give undertaking for closure of level crossing and shall expeditiously approve the GADs.	As per existing practice
6.2	State Government shall arrange for shifting of all utilities on approaches chargeable to the work.	As per existing practice
6.3	State Government shall provide available land of state government/road owning authority for construction of ROBs/ RUBs free of cost.	Railway Board's letter No. 2017/CE-IV/LX/Misc./244(LCs) Pt. dated 19.08.2024.
6.4	The State Government shall close the level crossings permanently before road traffic is allowed on the ROBs. Railway will not permit commissioning of the Road Over / Under Bridge unless the level	Railway Board's letter (Policy) Dated: No. 97/CE-I/BRO/158

	crossing is closed.	20.05.2008
6.5	The remaining portion outside railway land area including maintenance and lighting of the roadway of the bridge and its approaches, will be maintained by State Government/Road Owning Authority/Local Authority at its own cost after its opening to public traffic as Para 1816-D of Indian Railways code for Engineering Department-2012 Edition including all Correction Slips issued up to 63, dated 02.08.2024.	As per para 1816-D.
6.6	State Government shall ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the party in the second part such as increase in the thickness of the road surface. Any such change should have the prior approval of the Northern Railway.	As per Para (23) of Appendix XI (2) of Engineering Code.
6.7	State Government agree to that in case of doubt or difference or disputes that may arise between the party in the second part and the Northern Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the General Manager, Northern Railway and their decision thereon shall be final and conclusive and binding on both parties.	As per Para (30) of Appendix XI (2) of Engineering Code.
6.8	That the term Northern Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.	As per Para (31) of Appendix XI (2) of Engineering Code.
6.9	Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Sectional Senior Divisional Engineer or Divisional Railway Manager or any other officer nominated by these officers.	As per Para (33) of Appendix XI (2) of Engineering Code.
6.10	Subject as otherwise provided in this agreement, all notices to be given/ taken on behalf of the _____(State Government) and all other actions to be taken will be given or taken by _____ (designation of officers of State Government) on behalf of this _____ (State Government).	As per Para (34) of Appendix XI (2) of Engineering Code.
7	This agreement shall be governed by the laws of India and shall be subject to the jurisdiction of _____ courts only.	As advised by legal cell.
8	In witness, whereof of parties hereto have by their duly authorized representatives executed this Agreement on the date, month and year first above written.	As per standard practice.

Date: _____

Place: _____

Signed by

(Name & Designation)

Northern Railways,
For and on behalf of President, Union of India

Signed in Presence of
(1)

(Name & Designation)

(2)

(Name & Designation)

Signed by

(Name & Designation

For & on behalf of Governor of
_____

Signed in Presence of

(1)

(Name & Designation)

(2)

(Name & Designation)