



# MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN RAILWAY

AND

RAILTEL CORPORATION OF INDIA LTD.

FOR

IMPLEMENTATION OF "e-OFFICE" (PHASE-I)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking (hereinafter refer to as "MoU") is made on the 8<sup>th</sup> day of March 2019, by and between:

Indian Railways (IR)/Northern Railways (NR), represented by the Executive Director/S&T/Transformation, Railway Board having its office at Rail Bhavan, New Delhi, herein after referred to as the 'Railways' on one part,

AND

RailTel Corporation of India Limited (RCIL), a company incorporated under the Companies Act 1956, , an organization under Ministry of Railways represented by the Chairman and Managing Director/ Director, herein after referred to as 'RailTel' on the other part.

The expressions "Railways", and "RailTel" shall, wherever the context admits, mean and include their respective successor-in-interest and permitted assigns and shall hereafter be individually referred to as "**Party**" and collectively referred to as "**Parties**".

**WHEREAS**, this MoU is signed between 'Railways' and 'RailTel', on the date

**AND WHEREAS**, Railways has agreed to entrust the work of "Implementation of e-Office for Zonal Railways (Phase-I)" through RailTel.

**AND WHEREAS** Railways has agreed to pay total value of cost of sanctioned estimate to RailTel as per the payment schedule detailed in this document.

**AND WHEREAS** RailTel has agreed, for and on behalf of Railways for executing the "Implementation of e-Office for Zonal Railways (Phase-I)". **NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereby have agreed upon the following broad principles:

### **1. BACKGROUND:**

- 1.1 The provision of this MoU is based on the following documents and instructions issued by Railway Board:
- (i) Railway Board's letter no. E(G)2017/Misc/Status of AEBAS dated 04.10.2018
  - (ii) Railway Board's letter no. E(G)2017/Misc/Status of AEBAS dated 23.01.2019
  - (iii) Railway Board's letter no. 2006/Tele/RCIL/4 dated 14.06.2007.
  - (iv) Railway Board's letter no. 2015/W-I/Genl. Presentation/Pt dated 05.03.2016

### **2. OBJECTIVE:**

- 2.1 The MoU is being entered into between Ministry of Railways and RailTel to serve as a frame work for facilitating smooth and expedite execution of the work "Implementation of e-Office for Zonal Railways (Phase-I)" at the total cost of Rs 142.5 crores included in the list of approved works 2018-19 (Pink Book) in Plan Head 17. The propose is to expedite the project and ensure uniformity of implementation across all Zonal Railways. With signing of this MoU there will be no need to enter any separate MoU between any Zonal Railways and RailTel.

- 2.2 The final cost will be based on detailed estimate/Revised estimate prepared and



sanctioned by the RailTel.

2.3 The work will be executed by the RailTel following all extant rules and guidelines issued by Government/CVC.

2.4 In the event of contradiction between instructions issued by Ministry of Railways and the stipulation of this MoU, the provisions of this MoU will prevail.

### **3. SCOPE OF THE WORK:**

3.1 Entire South Central Railway (HQ alongwith all Divisions, Workshops, Loco Sheds, etc.,) shall be covered in the first roll out of the project. Each Zonal Railway alongwith one division, 6 PUs, RDSO and NAIR and 6 CTIs will be part of the project which will cover approximate 50,000 users. Additional users on account of coverage of entire SCR may be included in the scope of the present work in the variation.

3.2 Use of e-Office application developed by NIC for e-office project over IR.

3.3 The e-Office application shall run on RailNet Network, as implemented and working at Railway Board.

3.4 RailTel to maintain the Application for five years after commissioning and ensure complete hand holding along with support for hardware/software. The cost for maintenance will be charged to revenue and will be separately assessed.

3.5 Hosting of application on RailTel's data centre, as done while implementing the application at Railway Board with Data Centre (DC)- Data Recovery (DR) concept.

### **4. MONITORING MECHANISM OF WORK:**

4.1 DG(S&T) will oversee and regularly monitor the progress of the project Technical support & execution at Zonal Railway/Divisions by S&T department.

4.2 ED/S&T/Transformation to be the Nodal Officer for the project.

4.3 Overall Implementation responsibility (Nodal branch) is of DGM(G)/General Branch at Zonal Railways, PUs, RDSO, NAIR & CTIs and ADRM/Admin at Divisional level. At Zonal level AGM will coordinate the initiative in each Zone and an officer of suitable Grade nominated by GMs/DGs in PUs/RDSO/NAIR and CTIs.

4.4 Technical support & execution at Zonal Railway/Divisions by S&T department.

### **5. RESPONSIBILITIES OF RAILWAYS AND RAILTEL**

#### **5.1 Railway Responsibility:**

5.1.1 **Workstation/Desktop/Client:** The recommended requirements for Workstation/Desktop/Client are as follows:

- Processor: 2GHz and above
- RAM: 2GB and above
- USB 2.0 controller (for Digital Signature Certificate)

- 5.1.2 **Software:** Operating System - Windows 7 or above, Linux 6 or above, Ubuntu 11 or above, Browser- Internet Explorer (10.0 & above), Firefox (27.0 & above), Adobe Reader 10 and above and Anti-Virus (any antivirus).
- 5.1.3 **Network:** Railway will provide the end terminals alongwith local network and for smooth usage of the system, the Railways to ensure a minimum dedicated bandwidth of 300Kbps to the end terminal.
- 5.1.4 **Scanners:** Scanners will be provided by Railways. RailTel may help in deciding the scanner or setting up of scan centre as per the volume.
- 5.1.5 Identification of Zones/PUs/CTIs/RDSO for roll out (in phased manner).
- 5.1.6 Formation of Governance Structure including Core, Nodal and Project management teams, IT coordinators, support engineers etc. for each of the Railway units.
- 5.1.7 Railways shall confirm the number of users who will be accessing the e-Office application across all the zones/divisions and other working units.
- 5.1.8 All e-Office users should have/provided/accessed with PCs/Workstations/ Laptops etc., with Internet browser installed and have/provided with RailNet connection.
- 5.1.9 All e-Office users must have Digital Signature Certificates (DSC). Railways to submit for all of its users, required documents, filled in all respects, to RailTel for processing procurement of Digital Signature Certificates (DSC) on priority.
- 5.1.10 Railways may carry out Digitization of existing Records/Files at their end or may outsource the work to RailTel on separate agreement on payment basis.
- 5.1.11 PCSTE/SCR and PCSTE/NR will nominate one officer and one supervisor for data centre testing and technical verification regarding hardware and software provided in the Data centres in connection with the work.

## **6. RAILTEL'S RESPONSIBILITY:**

- 6.1 Infrastructure provisioning and configuration as per requirement.
- 6.2 Software provisioning requirement.
- 6.3 Providing remote access to NIC if required during configuration.
- 6.4 DNS registration as per customer requirement.
- 6.5 Providing bulk SMS solutions and assisting NIC in configuring the SMS gateway in the application.
- 6.6 Configuring the server IPs in DC Monitoring tools to monitor network and infrastructure availability. RailTel will also establish DR at different Data Centre at different location and synchronize with Maximum gap of 5 Minutes.
- 6.7 Railway will provide the end terminals alongwith local network. However




strengthening of the network, if required will be done by RailTel.

- 6.8 Capacity Building including user level training and Technical Support to Railway officials.
- 6.9 Formation of Centralized Support System and helpdesk support system during Working Hours (8:00 hrs to 20:00 hrs). RailTel shall provide escalation matrix. A Toll free number shall be provided by RailTel.
- 6.10 RailTel shall coordinate with NIC and Railways in designing the no. of units and their e-Office instances to customize the solution under approval from the Railway Board.
- 6.11 RailTel shall procure e-office licenses from NIC.
- 6.12 RailTel shall co-ordinate with NIC for implementation including cross checking the final check list after the application is completely installed and configured.
- 6.13 RailTel shall assist in providing NTP server and sync the server timings if customer requires.
- 6.14 Providing uptime reports in regular intervals on designated email to the Zonal Railway, Division and PU as the case may be (daily, weekly and monthly)
- 6.15 Processing procurement of DSC's and handing over to the individual users along with training of usage as per requirement.

## **7. COST:**

- 7.1. The total cost of work is cost of sanctioned estimate which includes contingency, freight & incidental charges and contract management fee & establishment charges @ 13% as per the Railway Board's letter no. 2006/Tele/RCIL/4 dated 14.06.2007.
- 7.2. RailTel shall ensure that commonly accepted norms of competitive bidding and financial propriety are followed.
- 7.3. The rates taken for estimate are based on last accepted rates, market survey, through online quotes from vendors/websites. However the actual value of the work will be known only after award of works contract and releasing the purchase order for the requisite equipment viz Hardware, software, support, etc.
- 7.4. The annual recurring charges towards establishment, maintenance, co-location, manpower etc., after warranty period i.e. one year from the date of 'Go Live', shall be payable to RailTel by the Railways as yearly advance payment for the applicable financial year as per the AMC cost arrived by RailTel and mutually agreed up on with Railways.
- 7.5. 'Go Live' shall be considered as the date the e-office set up is live in that unit (Zone/Division/PU/CTI) as demonstrated by RailTel to the Single Point of Contact/Technical Nodal officer of that Unit. A certificate is to be jointly issued by issued by SPOC of Railways and RailTel and countersigned by the concerned Nodal Officer.

  
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- 7.6. The unit to be considered for 'Go Live' consideration will be Zonal HQ's, Divisions, CTI's, PU's, RDSO etc as individually.
- 7.7. 'Go Live' date should be considered as the date of commissioning for all payment release purposes.

**8. PAYMENT CONDITIONS:**

**8.1 Payment Schedule:**

SN	Activity-Payment schedule	Payments
1	Kick –off of Project/Signing of MoU	50% of Sanctioned Estimate
2	On "Go Live" in any Unit (Zone/ Division/PU/CTI etc)	25% of Sanctioned Estimate
3	Payment on Monthly Installment on Pro rata Basis of no. of users "Go Live" reckoned on the last day of previous months	Balance 25% of Sanctioned Estimate on Pro rata Basis
4	GST Payment	GST will be extra as per actuals. As on date, it is 18%.

- 8.2 The final payment to RailTel shall be as per the revised sanctioned estimate cost and as per the available funds.
- 8.3 Interest earned on advance will be credited back to the project.
- 8.4 RailTel will submit a vetted statement of expenditure at the end of the project to the Railways. The statement of expenditure submitted by the RailTel should be verified by a suitable level of finance in RailTel subject to stipulation regarding interest earned by RailTel to be credited back to the project.
- 8.5 RailTel will submit a formal request for release of funds and same will be processed in the Railway Board/Northern Railway.
- 8.6 On Completion of the work, if the actual expenditure is less than the amount paid by Railways to RailTel, the balance amount may be transferred back to Railways, in case of expenditure above the sanctioned cost, the additional amount may be paid by Railways as per the revised sanctioned estimate.

**9. TIMELINES FOR COMPLETION OF PROJECT**

- 9.1 Rollout on SCR, Headquarter and Guntur Division- 31<sup>st</sup> March 2019.
- 9.2 Remaining divisions of SCR and PUs- 30<sup>th</sup> June, 2019.
- 9.3 Commissioning of entire project- 31<sup>st</sup> March, 2020.

**10. PERIOD OF THE AGREEMENT**

- 10.1 This agreement will be for an initial period of commissioning of the project and five year maintenance period from the date of signing of this agreement and shall thereafter can be renewed for further for a period as desired by both the



parties on mutual consent. The terms and Conditions for maintenance will be decided in due course.

## **11. TERMINATION**

Termination of the MoU shall not be applicable for reasons other than those noted below.

### **11.1 TERMINATION FOR CONVENIENCE**

Should any of the parties hereto consider termination this MoU for convenience or reasons Other than those noted below, such termination can be done only after providing advance notice of 3 (three) months.

### **11.2 TERMINATION FOR DEFAULT**

RailTel, without prejudice to its other rights at law or in equity, may terminate this Agreement immediately and without notice if:

- a) If IR is in default in the payment of any amount due hereunder and has failed to remedy such default within thirty (30) days of receipt of written notice from RailTel.
- b) IR may terminate this Agreement only, if RailTel fails to perform and discharge its service obligations and unsatisfactory performance. And such termination requires IR to communicate to RailTel in writing 3 months in advance and shall remain liable for paying to RailTel all recurring charges applicable for this notice period.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 Nothing contained in this Agreement shall be construed to confer or be deemed to confer on one party any rights or license in the intellectual property of the other party.

12.2 Neither party will use the trade name and logo of the other party. No reference to the other party shall be made in the advertisement, self campaigns and publicity materials compiled by one party except with prior permission

## **13. NON EXCLUSIVITY**

13.1 Nothing in this agreement shall mean that either party is anytime precluded from having similar arrangements with a third person/party subject to maintaining confidentiality provisions of this agreement.

## **14. NON-DISCLOSURE CLAUSE:**

14.1 Such confidential information that which by its nature it is obvious to the party receiving it is confidential or proprietary, the receiving party agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm corporation, association or entity, for any purpose whatsoever, the confidential information so received by it and shall not make use of or copy such confidential information, except for the purpose of this contract. Such confidential information may be disclosed by the party receiving



it only to such of the employees, consultant, advisers and sub-contractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party. The commitment shall impose no obligation upon either party with respect to any portion of such information that was known to the receiving party prior to its receipt from the other party; is known or which (through no act or failure on the part of the receiving party) becomes generally known; or

- i) Is supplied to receiving party by a third party which the receiving party in good faith believes is free to make such disclosure without restriction on disclosure.
- ii) Is disclosed by the disclosing party to a third party generally, without restriction on disclosure
- iii) Is independently developed by the receiving party without use of any confidential information provided by the disclosing party.

14.2 RailTel will not share the information with Railways regarding data without written permission from the nodal officer. Also, RailTel will not share the information other than Railways. RailTel shall submit the undertaking annually at appropriate level for this.


## **15. LAW GOVERNING THE CONTRACT:**

This agreement shall be governed by the Law of India.

## **16. FORCE MAJEURE:**

16.1 If during the agreement, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

16.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

  
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## **17. SETTLEMENT OF DISPUTE THROUGH GOOD FAITH NEGOTIATIONS AND ARBITRATION**

### **17.1 GOOD FAITH NEGOTIATION**

17.1.1 The parties shall endeavor, in the first instance to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement through Good Faith Negotiation.

17.1.2 For the purpose of conducting good faith negotiations, each party shall within 15 days of the commencement of the agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolving any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the party he represents.

17.1.3 The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.

17.1.4 The representative of the party which considers that a dispute has arisen shall give to the Representative of the other party, a written notice setting out the material particulars of the dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.

17.1.5 Within thirty days, or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representative of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their best endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).

### **17.2 SETTLEMENT OF DISPUTE AND ARBITRATION**

17.2.1 In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the Secretary Railway Board or his representative. The Gazetted Railway Officer to be appointed as arbitrator however will not one of those who had an opportunity to deal with the matters to which contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

17.2.2 Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

17.2.3 Other terms and conditions governing the arbitration proceeding shall be as indicated in the INDIAN RAILWAY STANDARD CONDITIONS OF CONTRACT.

## 18. ASSIGNMENT

Either party can assign their rights and obligations derived under this agreement, in the event of any change in the respective constitution, with prior written intimation to the other party. This agreement shall accrue to the benefit of and be binding upon parties hereto and any successor entity into which either party shall have merged or consolidated. All rights and obligations of either party shall be binding on their respective assignee or successor entities.

## 19. NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the address that may be intimated from time to time.

## 20. COUNTER PARTS

This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement.

IN WITNESS WHEREOF both Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written

For Ministry of Railways

Sign: \_\_\_\_\_

Name: **Sunil Gupta**

Title: **Executive Director/Tele. Dev.  
Railway Board, New Delhi**

For RailTel Corporation of India Limited

Sign: \_\_\_\_\_

Name: **Shaminder Singh**

Title: **Executive Director/Project  
Corporate Office, Gurugram**

**SHAMINDER SINGH**  
**IRSSE**  
कार्यकारी निदेशक (परियोजना) / Executive Director (Project)  
रेलटेल कॉर्पोरेशन ऑफ इंडिया लि./RailTel Corporation of India Ltd.  
(सरकार का एक उपक्रम/A Govt. of India Undertaking)  
गुरुग्राम(एन.सी.आर.) / Gurugram (NCR)

Witness1: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: **UMESH BALONDA**

Title: **Executive Director / S&T  
TRANSFORMATION**

Witness2: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: **Vincent Singh**

Title: **GM/CC/RAILTEL**