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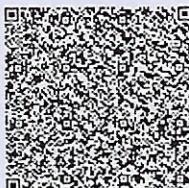
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL22118452995925R
Certificate Issued Date	:	16-Jul-2019 11:00 AM
Account Reference	:	IMPACC (IV)/ dl857003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLL85700350264989025781R
Purchased by	:	GATX INDIA PRIVATE LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	GATX INDIA PRIVATE LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GATX INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)



Please write or type below this line.....

MOU BETWEEN CENTRE FOR RAILWAY INFORMATION SYSTEMS AND GATX INDIA PRIVATE LIMITED(GIPL) TO PROVIDE CUSTOMIZED AUTOMATED ACCESS IN FOIS

This Memorandum of Undertaking (this "MOU") is entered into on the 8th day of August, 2019 by and between **GATX India Private Limited (GATX)**, a company incorporated in India under the Companies Act, 1956, having its corporate office at 301-302 Tower A, Signature Towers, South City-I, Gurgaon 122001, Haryana, India and registered office at 9th Floor, Ashoka Estate, Barakhamba Road, New Delhi, India 110001 (hereinafter referred to as the "GIPL"), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the **ONE PART;**

नीरज वर्मा / NIRAJ VERMA
महाप्रबंधक फॉर्म / I.R.T.S.
महाप्रबंधक फॉर्म / General Manager FOIS
नीरज वर्मा / Niraj Verma
नीरज वर्मा / Niraj Verma

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- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



and

Centre for Railway Information Systems, an Autonomous Organization under Ministry of Railways, Govt. of India having its registered office at Chanakyapuri New Delhi-110021((herein after referred to as "CRIS"), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the OTHER PART;

1. General Terms & definitions

For the purpose of this MOU, the terms set forth here either in singular or plural form are defined to mean, unless the context otherwise requires, the following:

CRIS Maintenance Team

CRIS Maintenance team would refer to the team of software professionals earmarked by management of CRIS to undertake GIPL activity for Customized Automated Access in FOIS.

Customized Automated Access

GIPL can access the application software of CRIS to fetch the required data regarding consignment.

Software Change Request (SCR)

Software Change Request specifies the format for reporting, request for correction/Updation of reports relating to application software.

Software Maintenance Service

Software Maintenance Service is a fees-based program providing GIPL with updated information maintained by CRIS.

MOU

MOU shall mean the Memorandum of Understanding between GIPL and CRIS for execution of the Software Maintenance Services. It includes all the pages and annexure attached with this MOU.

MOU Period

The period up to that the MOU will remain valid and specifically mentioned in the present MOU under head of MOU Period in Clause 11.

Project Manager/CRIS

GM/GGM/FOIS/CRIS will be the Project Manager on behalf of CRIS for providing Customized Automated Access in FOIS. He will be the one point interface with GIPL.

Nodal Officer/GIPL

Nodal Officer/GIPL shall mean a designated representative of GIPL. He is empowered by the authorized signatory of GIPL for delivering the contractual obligations under this MOU. He will be the one point interface with CRIS.

Effective Date of the MOU

The term effective date of the MOU means the date on which the MOU has been signed by the two parties.

नीरज वर्मा / NIRAJ VERMA
महाप्रबन्धक / GM / General Manager FOIS
रेलवे इंफोर्मेशन सिस्टम्स
केंद्रीय रेलवे इंफोर्मेशन सिस्टम्स
नई दिल्ली-110021, नई दिल्ली-110021



2. Software Maintenance

CRIS undertakes to provide manpower in shared mode for the change requests initiated by GIPL. CRIS whenever considered necessary may prioritize the job.

3. Scope of Work

CRIS shall provide support/maintenance to the below mentioned reports to GIPL through FOIS website over public network. CRIS shall provide credentials to GIPL for accessing the reports and both parties shall have to maintain the confidentiality of the same. The details of the reports to be made available for GIPL are as follows:

1. **Train Position Report:** This report shall provide operational details of current position of those rakes which are running with GIPL leased out wagons and are on run or reached destination on that day. Details shall include current location of rakes/ Load, current owner of the rake, consignment being carried in the rake along with its consignor/consignee details, lessee code, last loading time, expected Departure date and time from source, arrival date and time at destination, current locomotive details, RR Details and BPC details. These details shall be as reported by field user in FOIS Application.
2. **Rake Wagon Details (Current Position):** This report shall include wagon details leased out by GIPL and associated with any rakes selected in report 1 above. The details shall include wagon ticket along with the current status, time and current location of the rake, commodity loaded, 8 wheeler factor, Loaded Empty Status and Weight details as reported by field users in FOIS Application/empty, consignor/consignee, etc.
3. **Brake Power Certificate (BPC) Details (Current Position):** This report shall provide details of the current BPC issued on the rake selected by user from report 1 above. The details shall include BPC details including BPC number, BPC issue station, BPC Issue Date/Time, Type of BPC, BPC % value, Valid upto days/station/kms, remaining days/kms and current position of the rake with its location last reported, rake id and rake name.
4. **Current Position of GIPL leased Wagons:** This report shall provide current details of the Wagons owned by GIPL and reported in FOIS application. The details shall include Wagon Owning Code (GIPL), Wagon Type, Wagon Number, Current owner of the wagon (Lessee), last reported location (Zone/Division/Station) of the individual wagon along with the time stamp and operating code (AR/DP/ST etc.), Sick Fit Status, Source and destination station codes, Commodity loaded, consignor/consignee details load name, rake name, rake id; RR Number (if applicable). These details shall be as reported by field user in FOIS Application.
5. **Rake Details (Historical):** This report shall provide historical details of Rakes where GIPL Leased wagons have been used. This report shall provide Movement, loading and BPC details for such rakes for maximum of last 30 days from the date of execution of report. The details shall include Rake Name/Rake Id, Rake Owner, Movement details i.e. Source and destination station along with the distance travelled in each movement, Consignment carried (Commodity, Consignor, consignee details), RR Number and BPC Number.

नीरज राजू NIRAJ VERMA
महाप्रबंधक पाला / General Manager FOIS
रेलवे विभाग सरकार के साथ
Centre for Railway Information Systems
गोपनीय नं. 110021 / New Delhi-110021



6. History of Loading reported on GIPL leased Wagons: This report shall provide historical details of the loadings reported on individual GIPL Leased wagons, as reported in FOIS application. This shall be limited maximum reporting for 30 days prior to report execution. The details shall include individual wagon details (Owner (GIPL), Wagon Type, Wagon Number, Originating and destination location of the movement, commodity code for commodity loaded, consignor/consignee codes, Wagon CC, Tare and actual Weight, Invoice Number and invoice Date. All the above reports shall have relevant report filters for users to query for selective criteria.

4. Discharge of Contractual Obligation

The Project Manager/CRIS and Nodal officer/GIPL shall be responsible to discharge their respective contractual obligations as specifically mentioned in various clauses under this MOU. The development and implementation of the project is contained in GIPL mail dated 29th November 2013 and CRIS letter dated 3rd October 2013. Both parties agree to provide adequate manpower of appropriate skills to constitute project team as specified under this MOU.

The Project Manager/CRIS shall be responsible for a periodic workflow which has decided and very specifically mention in change request form attached herewith to enable the GIPL to avail the database through web service calls & that data will be stored in GIPL database. The Nodal Officer/GIPL shall be responsible to update the inputs to CRIS and to suggest the changes if any, by request as per the methodology mentioned below.

5. Change Request (CR)

5.1 Change Request submission

GIPL needs to submit a written CR request to CRIS in the format attached as Annexure-A. The CRs can be sent to CRIS either through mail on Kumar.Manish@cris.org.in or fax 011-26877893.

5.2 Change Request handling

- 5.2.1 The CR will be analyzed by CRIS with suggestions to GIPL for checking out various details from the user, reporting the CR, so as to resolve the CR.
- 5.2.2 If the changes specified in the CR result in major changes to the existing design or framework, such changes will be considered separately on additional charge basis.

5.3 Release Distribution

All the changes made in the software will be informed to Nodal Officer/GIPL and to other officials if required by email.

6. Responsibility

6.1 Responsibilities of CRIS

- A. Shall ensure authenticity of data.
- B. Shall provide the scope of work mentioned above to GIPL in timely manner.
- C. Examining the change requirements specified by GIPL
- D. Reviewing the change requirement seeking clarifications from GIPL, if required.
- E. Filling up the CRIS sections of the Change Request Form.
- F. Incorporating the changes and informing GIPL through mail/phone.

6.2 Responsibilities of GIPL

- A. Data collected through this customized automated access in FOIS shall be utilized by GIPL for its own purpose e.g. for maintaining its revenue records, revenue reconciliation, operations and maintenance costs for trains running on entire Indian Railways system.
- B. Compiling the CRs received from the end user.
- C. Analyzing the CRs and handing over the appropriate CRs to CRIS.
- D. Providing clarification to CRIS on the CRs.
- E. Giving the clarification to the end-users when no changes are required in the software and only an explanation needs to be given. If required, CRIS software maintenance team of engineers will assist in providing clarifications.
- F. Confirmation and acknowledgement of changes made by CRIS.

7. Review Meetings

Review meetings will be conducted between GM/GGM/FOIS/CRIS and Nodal officer/ GIPL to review the activities periodically and minimum one meeting in every quarter. The venue and date of the meeting will be decided as per the mutual convenience. The reviews will cover status of the scheduled CRs for rescheduling them if necessary and reassign priorities. The decisions will be documented and communicated to concerned personnel of respective organizations by both the representatives.

8. Annual Technical Support. (ATS)

The ATS charges for the period from 15.04.2019 to 14.04.2020 is Rs.6,95,205/- + applicable GST. The revised ATS charges shall be advised by CRIS to GIPL before the expiry of the ongoing ATS.

9. Working Hours

Working hours for maintenance support being provided under the MOU will normally from Monday to Friday between 09:30 hrs to 18:00 hrs excluding public holidays. However in case of urgency, CRIS will provide the support to the extent possible as and when required by GIPL.

10. Payment Terms

- 10.1 The average ATS cost is Rs.6,95,205/- (Rupees Six lakhs ninety five thousand two hundred and five only) plus applicable GST for the period from 15.04.2019 to 14.04.2020. The payment of ATS has to be made in advance for the above period.
- 10.2 Remittance to be made favoring "Centre for Railway Information Systems" payable at New Delhi within 30 days from the date of receipt of the invoice at GIPL's corporate office. Payments can also be made through EFT, under advice to CRIS. The mode of payment can also be changed with the mutual consent of the parties.
- 10.3 The amount payable under this MOU will be in Indian Rupees and shall be final and binding.
- 10.4 Income tax, if leviable, will be deducted from all the bill of CRIS in accordance with prevailing income tax rules. The same to be intimated to CRIS. However, if any taxes, levy is imposed subsequent to the signing of the MOU, by any government authority empowered by law to collect all such taxes, duties for the services rendered by CRIS, then such taxes, duties shall be borne by GIPL.



11. Other Terms and Conditions

11.1 MOU Period

The validity period of the MOU is from 15.4.2019 to 14.4.2020.

11.2 Revision to the MOU

During the term of this MOU any revision, addition or deletion to the MOU will only be effected if it is agreed in writing between authorized signatories from CRIS and GIPL and a written consent is issued and communicated to both the parties.

11.3 Assignment

During the term of this MOU, CRIS agrees not to assign the Contract or any obligation or benefit there under without the written consent of GIPL.

11.4 Confidentiality

11.4.1 Any information including advice, recommendations, observations and comments on the project transferred by CRIS to GIPL will be for the sole and exclusive use of GIPL and for the purpose for which these are utilized by GIPL. CRIS on its part shall not share the above said data/information with another party unless otherwise desired so by Ministry of Railways.
GIPL on its part will not disclose the information to any other organization, except related to its business interests, without the written consent of CRIS.

11.4.2 GIPL will not duplicate or otherwise reproduce, directly or indirectly, in whole or in part; the document or any material relating thereto except as and for the use specified in the MOU. GIPL will take all reasonable steps to ensure that all authorized personnel including its employees and agents having access to the information or material relating thereto will refrain from disclosure in any form.

11.5 Termination

The MOU shall only be terminated in case of default of the contractual obligations of either of the parties or due to unprecedented circumstances arising at each party's end by serving a notice of not less than one month to the other party.

11.6 Mutual Consultation

In the event of any dispute or difference arise between the parties thereto, such dispute or difference shall be resolved amicably by mutual consultation OR through the good offices of GIPL Managing Director, and Managing Director, CRIS or representatives duly nominated by both.

11.7 Force Majeure

If in the event either or both the parties of this memorandum are prevented from discharging its/their obligation(s) under this memorandum by reason of one or more of the events such as arrest(s), restrain(s) by Government or people, blockade(s), War, embargo, acts of public enemies, revolution, insurrections(s), mobilization(s), strike(s), lockout(s), civil commotion(s), riot(s), accident(s), fire, explosion, cyclone, floods, earthquakes, Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to this MOU, either party will not be responsible for any liability arising due to this.

नीरज वर्मा / NIRAJ VERMA
महाप्रबंधक / MD.T.S
Centre Manager FOIS
Centre for People Systems
राष्ट्रीय रिसर्ची-110021 / New Delhi 110021

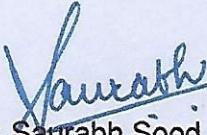


In witness whereof the hands of the Parties here to on the day and year first before written.

For and on behalf of CRIS

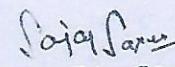
Sign.: 
 Name: NIRAJ VERMA
 Designation : GM / FOIS
 Date: 8/8/19

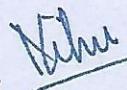
For and on behalf of GIPL

Sign.: 
 Name: Saurabh Sood
 Designation: Managing Director
 Date: 8/8/19



Witness :

Sign.: 
 Name: SANJAY SAXENA
 Designation : CM / FOIS / DBA
 Date: 8/8/19

Sign.: 
 Name:
 Designation:
 Date 8/8/19

Vihir
Mukesh


Annexure-A

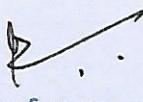
Change Request Form

To be filled by (GIPL)

1.) SUBMITTER - GENERAL INFORMATION			
CR#			
Type of CR	<input type="checkbox"/> Enhancement	<input type="checkbox"/> Defect	
Project/Program/Initiative			
Submitter Name			
Brief Description of Request			
Date Submitted			
Date by which Required			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change	[Enter a detailed description of why the change is being requested]		
Other Artifacts Impacted	[List other artifacts affected by this change]		
Assumptions and Notes	[Document assumptions or comments regarding the requested change]		
Comments	[Enter additional comments]		
Attachments or References	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Link:			
Approval Signature	[Approval Signature]	Date Signed	[mm/dd/yyyy]

To be filled by CRIS

2.) INITIAL ANALYSIS			
Impact Analysis (Time and Cost)			
Comments	[Enter additional comments]		
Recommendations	[Enter recommendations regarding the requested change]		
Phase Of Project	<input type="checkbox"/> Warranty	<input type="checkbox"/> AMC	<input type="checkbox"/> Before Go-Live
Type Of Change	<input type="checkbox"/> New Requirements	<input type="checkbox"/> Error	<input type="checkbox"/> Modification
Accepted/Rejected	<input type="checkbox"/> Accepted	<input type="checkbox"/> Rejected	
Approval Signature	[Approval Signature]	Date Signed	[mm/dd/yyyy]


नीरज वर्मा / NIRAJ VERMA
 लाइ.आर.टी.एस. / L.R.T.S.
 महाप्रबंध नाम / General Manager FOIS
 सुपरिंटेंडेंट ऑफ इनफॉरमेशन सिस्टम्स
 Central Institute of Information Systems
 नई दिल्ली - 110021

