

## Indian Railway Stations Development Corporation Limited

(A JV of IRCON and Rail Land Development Authority)

Invitation from experienced firms for submitting Concept Master plans for redevelopment/development of railway stations under Indian Railways on honorary basis (at zero cost) to Indian Railways/ IRSDC)

### Corrigendum No. 1 dated 23.02.2018

Corrigendum is tabulated below:

S No	Description	Earlier Description	Modified Description
1.	1.3.1	Any entity wishing to contribute has to take up minimum of 6(six) stations for which request letter along with their Curriculum Vitae (CV) with works done on similar projects in the past shall have to be submitted as per Annexure I within 15 (Fifteen) days i.e. on or before 27.02.2018 through e-mail to info@irsdco.in.	<b>The</b> entity wishing to contribute <b>may take up any number of stations</b> for which request letter along with their Curriculum Vitae (CV) with works done on similar projects in the past shall have to be submitted as per Annexure I, on or before <b>09.03.2018</b> through e-mail to <a href="mailto:info@irsdco.in">info@irsdco.in</a> .
2.	New	None	The format of Agreement that shall be executed with the entity for submission of Concept Design/Plan is attached in Annexure 1 to Corrigendum No.1

## **Annexure 1 to Corrigendum No.1**

Format of Agreement.

(To be executed on Non-Judicial stamp paper of Rs 100/-)

This AGREEMENT (hereinafter called the “Agreement”) is made on the    day of the month of 20\*\* , between, on the one hand, the Indian Railway Stations Development Corporation Limited (hereinafter called the “IRSDC” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Applicant” which expression shall include their respective successors and permitted assigns).

### **WHEREAS**

- (A) IRSDC vide their “Invitation from experienced firms for submitting concept master plans for redevelopment/ development of railway stations under Indian railways on honorary basis (at zero cost) to Indian railways/IRSDC” dated February 2018 (hereinafter called the “Project”) invited proposals;
- (B) the Applicant submitted its proposals for the aforesaid invitation, as per the terms and conditions as set forth in the Invitation Document; and
- (C) IRSDC on acceptance of the aforesaid proposals of Applicant confirms that IRSDC shall use any such Plans and both have agreed to enter into this Agreement.

**Effectiveness of Agreement:** This Agreement shall come into force and effect on the date of this Agreement, and shall be in effect till application of Concept design/Plan by Indian Railways for development of Railway Stations.

**Consideration/ Payment to Applicant:** The Parties agree and understand that, in lieu of right to use the Concept Design/Plan, IRSDC shall pay a nominal amount of Re 1/- (Rupee One only) to the Applicant, and Applicant accepts and confirms that the consideration is adequate and does not suffer from or effected by any coercion, fraud, undue influence and /or misrepresentation by IRSDC/ Invitation Document.

### **Intellectual Property Rights:**

- Applicant confirms, agrees and undertakes that the use/application of the Plans by IRSDC/MoR in any manner towards development of railway stations, shall not constitute, and, will not be construed to constitute the infringement of the related Intellectual Property Rights and IRSDC/MoR shall be free to make unrestricted use thereof in connection with their projects in any form or manner deemed fit by it in its sole discretion; and Applicant and/or any person claiming under or through it shall not demand, claim and/ or initiate any proceedings before any forum, for claiming any payment in lieu of such use made by IRSDC/MOR
- Applicant however retain the right to their concepts submitted on their own projects/assignments.

- After the Concept Design/Plans are acknowledged for use by IRSDC/MoR, Applicant shall be further entitled to use/display the plans so generated in their portfolio.
- IRSDC shall inform Applicant about any Concept Design/Plan submitted by it being used on IRSDC/MoR projects and that the Applicant shall be acknowledged by IRSDC.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Applicant:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
IRSDC

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)