

TO BE PRINTED ON 100 RUPEES NON JUDICIAL STAMP PAPER

CADD USER AGREEMENT

THIS AGREEMENT ("Agreement") is made on _____, 2018

BETWEEN

Gujarat Council on Science and Technology, Department of Science and Technology, Government of Gujarat having its principal offices at Gandhinagar (hereinafter referred to as the "Authority" or GUJCOST which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

<Name of the Bidder>, a company incorporated and existing under the laws of India with its principal/registered address at <Office Address>, which includes its respective affiliates, related and subsidiary entities, directors, officers, employees, agents, Bidder's joint venture or other partners, successors in title and permitted assigns, (herein referred as "Bidder").

Authority and Bidder are sometimes hereinafter referred to collectively as the "Parties" and individually a "Party".

WHEREAS

- A. INI has been awarded a contract as Design & Technical Agency (DTA) for the Regional Science Museum at Bhuj by the Gujarat Council on Science and Technology (herein referred as "GUJCOST").
- B. The GUJCOST has floated tender (Bid) for "Construction and Maintenance Agency (CMA)" for the Regional Science Museum at Bhuj (herein referred as "Project").
- C. INI Design Studio has produced computer-aided (CADD) drawings/files for the tender process of the project.
- D. The Bidder is interested in bidding for this project and has requested GUJCOST to provide CADD files for working of the submission of this project Bid.
- E. The Bidder wishing to procure the CADD files shall be a bonafide and qualified bidder for the Project, in accordance with GUJCOST pre-qualifications for the Bidder.
- F. To safeguard the intellectual property of GUJCOST and against any risk against it, with respect to its design for the project, parties hereby enter into this Agreement to record the terms and conditions of which they shall be bound to use the CADD files

IT IS HEREBY AGREED as follows: -

1. That the electronic design data (including CADD drawings) files are confidential information in nature and are being provided to Bidder for the sole purpose of bidding for this project only.
2. The Bidder undertakes and agrees with GUJCOST that: -
 - It will not use this Confidential Information for any purpose other than for the purpose contemplated under this Agreement; and
 - It will not disclose this Confidential Information to any third party (except for any third party to whom disclosure is required to be made by law, regulation or the requirements of any applicable regulatory authority.
 - The Bidder will not disclose this Confidential Information to its directors, officers, employees, agents of Bidder, other than those who have a need to know in order for the Bidder to carry out its obligations in connection with the business relationship contemplated under this Agreement.
 - The Bidder will ensure that its directors, officers, employees, agents of Bidder who have or will be given access to this Confidential Information are bound by similar obligations of confidentiality.
 - The Bidder will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information, using the same degree of care and diligence as the Bidder will use to protect its own Confidential Information of a similar nature.
 - The Bidder will immediately notify GUJCOST in writing of any misuse or misappropriation of this Confidential Information which may come to Bidder's attention.
3. These files only provide design and engineering intent. These files are not "Good for Construction" and are work in progress files. Bidder should do its own due diligence while using these files at its own risk and cost.
4. That INI's title block on each drawing contained with the design data must be deleted (if any), and this Agreement grants no right to reproduce the title block.
5. Under no circumstances shall the providing of these files be deemed a sale of a product, and neither the GUJCOST nor the INI make any warranties, express or implied, in connection with the electronic design data or diskette.
6. Bidder understands that the automated conversion of information and data from the system and format used by INI to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and/or errors. Bidder also understands the inherent possibility of data loss from the use and storage of electronic data. Bidder also understands that this agreement or the use of the electronic design data does not relieve it of its other future contractual responsibilities under the CMA with GUJCOST, that it remains fully responsible for its deliverables and scope. Bidder agrees to

assume all risks associated with the use, conversion or storage of such electronic data while using this for the bid.

7. Bidder also recognizes that changes or modifications to INI's instruments of professional service introduced by anyone other than INI may result in adverse consequences which cannot be predicted nor controlled and understood. Therefore, and in consideration of INI's contract as DTA with GUJCOST to deliver their instruments of professional service in machine readable form, Bidder agrees, to the fullest extent permitted by law, to hold harmless and indemnify INI and their officers, employees, and consultants from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by INI under this Agreement. The foregoing indemnification applies, without limitation, to any use of these files of this project.
8. The Bidder assumes that its directors, officers, employees, agents of Bidder who have or will be given access to these CADD files are bound by similar obligations of confidentiality and risk associated with it.
9. Use of any of the Files containing the described electronic design data constitutes acceptance of the terms of this agreement by any user, though the use is described in this agreement.
10. This Agreement will be governed by and construed in accordance with the laws of India. The parties hereby submit themselves to the exclusive jurisdiction of the Courts of India.
11. The Bidder hereby acknowledges that a breach or violation of its obligations and covenants under this Agreement will cause irreparable injury to the Authority, which cannot be compensated by monetary damages. The Bidder agrees that the Authority or any other agency nominated by the Authority may be entitled to seek injunctive relief against any threatened breach or violation of such obligation or covenant or the continuation of any such breach or violation by the Bidder.
12. Any notice, approval or request required or permitted to be given or made under this Agreement shall be in the English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or any other electronic means to the party to which is required to be given or made at such party's address specified below, or at such other address as either party may specify in writing.

This Agreement does not constitute an agreement with GUJCOST and Bidder for provision of professional services and therefore it should not create any cause of action of any kind of favor of the Bidder, its sub-consultants and its assignees, suppliers or any third party against INI or GUJCOST. This CADD User Agreement is made for the benefit of the Bidder and its assignees and for the benefit of the bid process.

For GUJCOST

For <Name of the Bidder>:

Address: <Address>

Telephone No: [+91 XX XXXXXXXX]
