

# **BHIWADI INTEGRATED DEVELOPMENT AUTHORITY**

## **[BIDA]**

### **Terms & Condition available for Online Service (Feb. 2022 onwards)**

This page states the Terms and Conditions under which you may use Bhiwadi Integrated Development Authority (herein after referred as BIDA) Portal and associated services. Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this Portal and/or service. By using this Portal and/or services, you are indicating your acceptance to be bound by the terms of this Agreement.

These terms and conditions take effect, are governed by and shall be construed in accordance with the Laws / Bylaws/ Rules of BIDA. Each party hereby unconditionally submits to the jurisdiction by Laws of Rajasthan State (India).

The terms "You" and "User" as used here in refer to all individuals and/or entities accessing this Portal for any reason "Users Identity Code" means the code(s) allocated to the user by the BIDA for the purpose of accessing the service. "Material" means text, graphics, images and any other viewable item or contents of the Service.

All material on this Service is protected by copyright under Indian laws. Unauthorized use of the material may violate copyright, trademark, and other laws and shall attract the provision of the IT Act 2000 & 2008. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose. The use of the material on any other Portal/Website or in a networked computer environment for any purpose is prohibited. You shall not copy or adapt the HTML code that the BIDA Department/ UIT/ DA create to generate its pages.

#### **The user will not**

Sell, give away, lend, put on public display, store, reproduce, copy in any form redistribute anywhere or to anyone (including branch offices or other divisions of the User) or re-use in any computer system any information accessed on the service except with the written consent of the BIDA. About assigning or transfer this agreement or any of its rights in respect of the service. Posting anything offensive, menacing or abusive or send messages causing annoyance,

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inconvenience or needless anxiety to any person or any unlawful or improper purpose or in any manner that may jeopardize the security of the service or so as to interfere with the proper operation of the service shall attract the penal provision under Indian Penal Code as well IT Act 2000 & 2008.

### **The User:**

Will take all reasonably necessary precautions to prevent unauthorized use of the service. Indemnifies the BIDA against all liabilities, claims, actions, suits, proceedings, demands, losses, damages, costs, fees and expenses suffered directly or indirectly (including negligence on the part of the BIDA) arising from the use of the Service by the User (including the installation by the BIDA of user hardware and/or software) or by any person using the Users Identity Code (whether authorized or not).

### **Privacy Policy**

The information that you provide about yourself to BIDA Portal “<https://bida.e-auctions365.com/> will only be used by concerned BIDA. In accordance with its Privacy Policy. Please read the Privacy Policy carefully and if you have any questions, please email, BIDA Email on [bida.bhiwadi@rajasthan.gov.in](mailto:bida.bhiwadi@rajasthan.gov.in)

### **Changes**

This Portal is seeking to improve the Site and services offered. This Portal reserves the right, at its discretion, to make changes to any part of the Site. In respect of any Subscription Services, we will ensure that any changes do not materially decrease the functionality of those services. In respect of non- Subscription Services, Portal may change or add to this Agreement as a result of its policy of updating and improving the Site or for security, legal or regulatory reasons.

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### **General**

The BIDA-Department makes no representations or warranties concerning the accuracy of the information supplied or the delivery or transmission of the service and any conditions warranties and representations unless detailed on this form on the part of the BIDA are expressly excluded except as otherwise provided by Statute. The Service is provided for the User and the BIDA /UIT/DA takes no responsibility of any kind and denies all liability for any damages or loss suffered by any third Parties arising from using the Portal and services. The UIT/DA reserves the right to:

alter arrangements for access to the service, cease the offering of the service upon notice, terminate this agreement and the service to the User if the User breaches this agreement or provides false or misleading information in regard to this agreement or if the BIDA /UIT/DA believe that the User or any person using the Users Identity Code may use the service in such a way as would constitute a breach of this agreement.

In the event of a breach by the User of these Terms and Conditions the BIDA /UIT/DA reserves the right to immediately terminate the Users access to the Service and claim damages arising from the breach.

**Issued by the competent authority in the month of Feb-2022.**