

LetsBidd

CLIENT (BID UPLOADER) MASTER USER AGREEMENT

1. STATUS OF PLATFORM (ABSOLUTE INTERMEDIARY DECLARATION)

1.1 LetsBidd is a neutral, automated digital technology platform.

1.2 The Platform Is NOT a contracting authority, Is NOT an agent of the Client, Is NOT a project consultant, Is NOT a procurement advisor, Is NOT an escrow agent, Is NOT a guarantor of contractor performance, Is NOT responsible for evaluation or award decisions.

1.3 LetsBidd merely provides digital infrastructure to facilitate interaction between independent parties.

2. SOLE RESPONSIBILITY OF CLIENT

The Client acknowledges and agrees that they are solely and exclusively responsible for:

- i. Drafting tender conditions
- ii. Preparing BOQs, drawings, specifications
- iii. Fixing eligibility criteria
- iv. Bid evaluation methodology
- v. Award decision
- vi. Contract execution
- vii. Payment to Contractor
- viii. Tax compliance
- ix. Statutory approvals
- x. Site safety and compliance
- xi. Regulatory adherence

LetsBidd bears zero responsibility for the above matters.

3. NO WARRANTIES – COMPLETE DISCLAIMER

3.1 The Platform is provided on an “AS IS”, “AS AVAILABLE”, and “WITH ALL FAULTS” basis.

3.2 LetsBidd expressly disclaims:

- a. Accuracy of contractor credentials
- b. Financial capacity of bidders
- c. Technical competence of contractors
- d. Completion of work
- e. Project timelines
- f. Regulatory compliance of project

3.3 The Client assumes full commercial and legal risk in awarding any contract.

4. NO LIABILITY FOR CONTRACTOR DEFAULT

LetsBidd shall not be liable for: Non-performance, Poor workmanship, Delay in execution, Abandonment of project, Contractor insolvency, Blacklisting disputes, Payment disputes, Litigation arising from awarded contracts

5. EXCLUSION FROM DISPUTES

5.1 LetsBidd shall not be impleaded as a party in:

- a) Payment recovery suits
- b) Arbitration between Client and Contractor
- c) Civil or criminal proceedings arising from contract execution

5.2 If impleaded, the Client shall:

1. Immediately seek deletion of LetsBidd from proceedings
2. Bear all legal costs incurred by LetsBidd

6. STRICT LIMITATION OF LIABILITY

6.1 Under no circumstance shall LetsBidd be liable for:

- a) Direct damages
- b) Indirect damages
- c) Consequential losses
- d) Business interruption
- e) Loss of revenue
- f) Reputational damage
- g) Government penalties

6.2 Maximum liability, if any, shall not exceed the total service fee paid by the Client to the Platform in the preceding three (3) months.

7. INDEMNITY (UNLIMITED & CONTINUING)

The Client agrees to irrevocably indemnify and hold harmless LetsBidd, its promoters, directors, officers, employees and affiliates from:

- 1) Contractor claims
- 2) Payment disputes
- 3) Allegations of bias in evaluation
- 4) Fraud allegations
- 5) Government investigations
- 6) Tax claims
- 7) Statutory violations
- 8) Criminal complaints arising from the tender

This indemnity:

- A. Is unlimited in financial scope
- B. Includes advocate fees and litigation expenses
- C. Survives termination of account

8. AUTHORITY & LEGAL CAPACITY

The Client warrants that:

- a) They possess full legal authority to issue the tender
- b) They are authorized to bind their organization
- c) The tendered work is lawful
- d) The project complies with applicable laws

If acting on behalf of a department/company, the signatory confirms valid authorization.

9. ELECTRONIC RECORDS & DIGITAL EVIDENCE

9.1 All uploads, logs, timestamps, IP addresses and system records maintained by LetsBidd constitute valid electronic records under the IT Act, 2000.

9.2 The Client waives objection to admissibility of such records in legal proceedings.

10. PROHIBITED CONDUCT

The Client shall not:

- a. Upload sham or fake tenders
- b. Manipulate outcomes
- c. Engage in collusion
- d. Use the platform for money laundering
- e. Upload unlawful works

Violation may result in:

- a) Immediate suspension
- b) Permanent blacklisting
- c) Reporting to authorities

11. CYBER RISK & FORCE MAJEURE DISCLAIMER

LetsBidd shall not be liable for failures caused by: Cyberattacks, Malware, Data breaches, Government shutdowns, Internet suspension, Natural disasters, Technical outages

12. TERMINATION WITHOUT LIABILITY

LetsBidd may suspend or terminate the Client's account: Without prior notice, Without assigning reason, Without liability

Termination does not extinguish indemnity obligations.

13. ARBITRATION & EXCLUSIVE JURISDICTION

13.1 Any dispute involving LetsBidd shall be resolved exclusively by arbitration under the Arbitration & Conciliation Act, 1996.

13.2 Seat of Arbitration: [Insert City].

13.3 Courts at the location of the Company's registered office shall have exclusive jurisdiction.

13.4 The Client waives objections to territorial jurisdiction.

14. WAIVER OF CLASS ACTION

The Client agrees not to initiate:

- I. Class action
- II. Representative suits

III. Collective claims

All disputes must be individual.

15. ENTIRE AGREEMENT

This Agreement overrides any conflicting understanding and shall prevail over other platform terms in case of inconsistency.

16. ELECTRONIC ACCEPTANCE

By uploading a tender or clicking “I Agree”, the Client:

- A. Confirms legal competence
- B. Accepts binding digital execution
- C. Waives requirement of physical signature.