

# TERMS & CONDITIONS / USER AGREEMENT

(For LetsBidd Digital Tendering & Bidding Platform)

## 1. DEFINITIONS

For the purposes of this Agreement:

1.1 **“Platform”** means the online digital bidding portal known as LetsBidd, including its website, mobile applications, software systems, and related services.

1.2 **“Company”** means the owner, operator, administrator and authorized controller of LetsBidd.

1.3 **“User”** means any person or entity accessing, registering, uploading, bidding, browsing or otherwise using the Platform.

1.4 **“Bid Uploader / Client”** means any individual, contractor, department, firm or entity uploading tenders, work notices or bid invitations.

1.5 **“Contractor / Bidder”** means any registered user submitting bids or proposals in response to uploaded tenders.

1.6 **“Content”** includes all tenders, bids, documents, certificates, credentials, communications, data, files, text, images and digital material uploaded or transmitted.

## 2. ACCEPTANCE OF TERMS

2.1 By accessing or using LetsBidd, the User expressly agrees to be bound by these Terms & Conditions.

2.2 Use of the Platform constitutes a legally binding electronic contract under:

- Section 10A of the Information Technology Act, 2000
- Indian Contract Act, 1872

2.3 If the User does not agree, access must be discontinued immediately.

## 3. ROLE OF LetsBidd (LIMITED LIABILITY PLATFORM)

3.1 LetsBidd acts only as a **technology intermediary platform** facilitating digital interaction between Bid Uploaders and Contractors.

3.2 The Platform:

- a. Does NOT participate in contract negotiations
- b. Does NOT verify technical feasibility of works
- c. Does NOT guarantee award of tender
- d. Does NOT guarantee payment, performance or completion

3.3 LetsBidd is not a party to any contract executed between Users.

3.4 All contractual obligations exist solely between the Contractor and the Bid Uploader.

## **4. USER REGISTRATION & ELIGIBILITY**

4.1 Users must provide accurate, complete and truthful information.

4.2 The User warrants that:

- a) They are legally competent to contract.
- b) They are not blacklisted by any Government authority.
- c) They possess valid registrations/licenses where applicable.

4.3 Submission of false information shall result in immediate suspension or termination.

## **5. USER REPRESENTATIONS & WARRANTIES**

Each User represents and warrants that:

5.1 All documents uploaded are genuine and lawfully obtained.

5.2 No forged, fabricated or misleading document shall be uploaded.

5.3 The User shall comply with, Information Technology Act, 2000, Bharatiya Nyaya Sanhita / applicable criminal law, Anti-corruption laws, Applicable tender rules.

5.4 The User shall not:

- i. Hack, disrupt, or interfere with Platform operations
- ii. Upload malware or malicious code
- iii. Engage in fraudulent bidding practices

## **6. ELECTRONIC RECORDS & DIGITAL CONSENT**

6.1 All electronic communications are valid and legally enforceable under the IT Act, 2000.

6.2 Electronic submission of bids constitutes legally valid acceptance.

6.3 Logs, server records and digital timestamps maintained by LetsBidd shall be treated as conclusive evidence unless proven otherwise.

## **7. DISCLAIMER OF WARRANTIES**

7.1 The Platform is provided on an "AS IS" and "AS AVAILABLE" basis.

7.2 LetsBidd does not warrant:

- a. Accuracy of bid information
- b. Financial capacity of Users
- c. Completion of work
- d. Authenticity of documents beyond user declaration

7.3 The Company disclaims all express or implied warranties including merchantability and fitness for particular purpose.

## **8. LIMITATION OF LIABILITY**

8.1 LetsBidd shall not be liable for:

- I. Disputes between Contractor and Client
- II. Non-payment or delayed payment
- III. Quality of work
- IV. Tender cancellation
- V. Blacklisting by any authority
- VI. Any indirect, incidental or consequential damages

8.2 Maximum liability, if any, shall be limited to the platform service fee paid by the User.

## 9. INDEMNIFICATION

- a. 9.1 The User agrees to fully indemnify and hold harmless LetsBidd, its directors, employees, agents and affiliates from:
  - b. Any dispute between Users
  - c. Fraud, misrepresentation or illegal acts
  - d. Claims, penalties, losses or litigation
  - e. Government investigations arising from User conduct

9.2 This indemnity survives termination of account.

## 10. DATA PROTECTION & CONFIDENTIALITY

10.1 LetsBidd shall take reasonable technical and organizational measures to protect user data.

10.2 Users agree that:

- i. Data may be stored electronically
- ii. System logs may be used for legal compliance
- iii. Information may be disclosed when required by law

10.3 Users shall maintain confidentiality of login credentials.

## 11. TERMINATION & SUSPENSION

11.1 LetsBidd reserves the right to suspend or terminate accounts:

- a. For breach of terms
- b. For suspected fraud
- c. Upon government direction
- d. For misuse of platform

11.2 Termination shall not affect accrued rights.

## 12. DISPUTE RESOLUTION

12.1 Any dispute between Users shall be resolved independently without involving LetsBidd.

12.2 Any dispute involving the Platform shall be resolved by Arbitration under:

Arbitration & Conciliation Act, 1996

12.3 Seat and venue of arbitration: As specified by Company policy.

12.4 Courts having jurisdiction: As per Company's registered office location.

### **13. FORCE MAJEURE**

LetsBidd shall not be liable for delays or failure due to:

- 1) Natural disasters
- 2) Government orders
- 3) Cyberattacks
- 4) System outages beyond reasonable control

### **14. INTELLECTUAL PROPERTY**

14.1 All software, branding, design and platform content belongs exclusively to LetsBidd.

14.2 Unauthorized copying, scraping or commercial use is prohibited.

### **15. MODIFICATION OF TERMS**

15.1 LetsBidd reserves the right to modify these Terms at any time.

15.2 Continued use after modification constitutes acceptance.

### **16. SEVERABILITY**

If any clause is held invalid, remaining provisions shall continue in full force.

### **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties regarding use of the Platform.

### **18. ELECTRONIC EXECUTION**

By clicking "I Agree" or using the Platform, the User:

1. Affirms legal competence
2. Agrees to digital execution
3. Waives requirement of physical signature.