

LETSBIDD.COM

BIDDER CODE OF CONDUCT

Effective Date: [Insert Date]

Version: 1.0

1. Purpose

LetsBidd.com ("LetsBidd" or "Platform") is an online technology platform that connects clients, owners, developers, institutions and other project sponsors ("Client") with contractors ("Bidder" or "Contractor") for construction and related works.

A Client may register on LetsBidd.com and publish a Tender describing its construction requirements. Eligible Contractors may register on the Platform, review available Tenders and submit bids in accordance with the eligibility and qualification criteria specified by the Client.

The Client is responsible for evaluating the bids and selecting/assigning the Tender to the Contractor in accordance with the Tender conditions and criteria specified by the Client.

LetsBidd's role is limited to providing the digital platform and related technology that facilitates the connection and interaction between Clients and Contractors.

This Bidder Code of Conduct ("Code") establishes the standards of professional, ethical and responsible conduct expected from every Contractor using LetsBidd.

By registering as a Contractor, participating in a Tender or submitting a bid through LetsBidd, the Contractor agrees to comply with this Code, the applicable Tender conditions, the Platform's Terms of Use and applicable laws.

2. Role of LetsBidd

2.1 LetsBidd is a technology platform intended to facilitate connections between Clients and Contractors.

2.2 LetsBidd does not itself act as:

- The Client;
- The owner of the construction project;
- The Contractor;
- The employer of the Contractor;
- The principal contractor;
- An agent of either party, unless expressly agreed in writing;
- A guarantor of any Tender;
- A guarantor of payment;
- A guarantor of construction quality or completion; or

- A party to the contract entered into between the Client and Contractor.

2.3 LetsBidd provides the technological infrastructure through which:

Client → uploads Tender → Contractors submit bids → Client evaluates bids → Client selects/assigns Tender → Client and selected Contractor enter into a contractual relationship.

2.4 The commercial and contractual relationship arising from the award of a Tender is directly between the Client and the selected Contractor.

2.5 LetsBidd is not responsible for the performance, non-performance, delay, quality, payment, breach or other contractual obligations of either the Client or Contractor.

3. Eligibility and Registration

3.1 A Contractor shall provide complete, accurate and current information during registration and throughout its participation on the Platform.

3.2 The Contractor shall provide genuine and verifiable documents relating to its business, including, where applicable:

- Legal entity/firm registration details;
- PAN and GST registration;
- Applicable contractor licences and registrations;
- Experience and past-project details;
- Financial capacity and turnover information;
- Technical qualifications;
- Details of key personnel and equipment;
- Bank/payment information;
- Statutory registrations and certificates; and
- Any other documents specifically required by the Client or Tender.

3.3 The Contractor shall ensure that all documents uploaded to LetsBidd are authentic, valid and belong to the Contractor or are otherwise lawfully available for its use.

3.4 The Contractor must promptly update LetsBidd if any information or document previously submitted becomes materially inaccurate, invalid, suspended or cancelled.

3.5 LetsBidd and/or the Client may verify information and documents submitted by a Contractor where considered necessary.

3.6 Registration on LetsBidd does not by itself establish that a Contractor is qualified for any particular Tender. The Client may prescribe additional eligibility and qualification requirements for individual Tenders.

4. Compliance with Tender Conditions

4.1 Every Contractor shall carefully review the complete Tender description, scope of work, drawings, specifications, Bill of Quantities (“BOQ”), eligibility requirements, timelines, site conditions, payment terms and other conditions before submitting a bid.

4.2 A Contractor shall submit a bid only when it has the technical, financial, manpower, equipment and organisational capacity to execute the work in accordance with the Tender requirements.

4.3 The Contractor shall comply with all mandatory eligibility and qualification criteria specified by the Client.

4.4 A Contractor shall not submit a bid merely to obtain information, disrupt the Tender process, influence another Contractor or artificially increase the number of participating Contractors.

4.5 Where a Contractor is uncertain about a Tender requirement, it should seek clarification through the prescribed Platform process before submitting its bid.

5. Truthfulness and Accuracy of Bids

5.1 All bids submitted through LetsBidd must be genuine, accurate and made in good faith.

5.2 A Contractor shall not:

- **Submit false, forged or misleading documents;**
- **Misrepresent its experience or qualifications;**
- **Claim projects that it did not execute;**
- **Misrepresent its financial capacity;**
- **Use another entity's credentials without lawful authority;**
- **Manipulate certificates or supporting documents;**
- **Conceal material information that affects its eligibility; or**
- **Make any knowingly false declaration.**

5.3 The Client may reject a bid where the Contractor fails to satisfy the stated eligibility or qualification requirements.

5.4 LetsBidd may take action under its Platform policies where there are reasonable grounds to believe that false or fraudulent information has been submitted.

6. Genuine and Independent Bidding

6.1 Each Contractor must submit its bid independently and in its own commercial interest.

6.2 Contractors shall not coordinate, collude or cooperate with other Contractors for the purpose of manipulating the Tender process.

6.3 Prohibited conduct includes, without limitation:

- Agreeing in advance which Contractor will win a Tender;
- Fixing or coordinating bid prices;
- Rotating winning Contractors between Tenders;
- Submitting cover or sham bids;
- Deliberately withdrawing bids pursuant to an arrangement;
- Dividing work or market territories between competing Contractors;
- Sharing confidential bid prices with competing Contractors; or
- Any other arrangement intended to distort genuine competition.

6.4 A Contractor shall not create or use multiple accounts or related entities for the purpose of manipulating Tender participation, eligibility or ranking.

7. Bid Price and Commercial Responsibility

7.1 Every Contractor is solely responsible for determining the price it submits.

7.2 Before submitting a bid, the Contractor should independently evaluate:

- Material costs;
- Labour costs;
- Transportation;
- Equipment and machinery;
- Taxes and statutory costs;
- Site conditions;
- Project duration;
- Overheads;
- Financing costs;
- Risks and contingencies; and
- All other costs necessary to complete the work.

7.3 A Contractor shall not submit an unrealistically low bid with the intention of obtaining the contract and subsequently demanding unjustified price increases, reducing scope, compromising quality or abandoning the project.

7.4 The Contractor should submit only a price that it reasonably believes it can honour in accordance with the Tender and proposed contract.

8. Lowest Qualified Bidder Principle

8.1 Where a Client's Tender states that the contract will be awarded to the lowest qualified bidder, the lowest price alone shall not automatically create a right to receive the contract.

8.2 The Contractor must first satisfy the eligibility and qualification criteria prescribed by the Client.

8.3 The Client may evaluate bids according to the criteria specified in the Tender, which may include technical qualifications, experience, financial capacity, documents, compliance with specifications, commercial terms and quoted price.

8.4 LetsBidd does not guarantee that the lowest-priced Contractor will receive the contract.

8.5 The Client shall be responsible for evaluating the bids and selecting/assigning the Tender in accordance with the Tender conditions and criteria specified by the Client.

8.6 LetsBidd does not participate in or control the Client's final commercial decision regarding which Contractor is selected, except for providing the technology and processes through which the Tender and bids are made available.

9. No Bid Manipulation

A Contractor shall not attempt to manipulate the Tender process by:

- **Creating artificial competition;**
 - **Using connected persons or entities to submit coordinated bids;**
 - **Attempting to obtain or access another Contractor's confidential bid;**
 - **Attempting to improperly influence the Client;**
 - **Submitting repeated bids contrary to Tender rules;**
 - **Misusing Platform functionality; or**
 - **Interfering with the submission, evaluation or award process.**
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10. Prohibition on Bribery and Improper Influence

10.1 Contractors shall maintain high standards of integrity and shall not offer, promise, provide, request or accept any bribe, kickback, commission, gift or other improper benefit intended to influence a Tender decision.

10.2 A Contractor shall not attempt to improperly influence:

- **The Client;**
- **The Client's employees or representatives;**
- **LetsBidd personnel;**
- **Consultants or project representatives;**
- **Other Contractors; or**

- Any person involved in the Tender process.

10.3 Legitimate business communication and hospitality must not be used as a means of obtaining an improper Tender advantage.

11. Conflict of Interest

11.1 A Contractor shall disclose any actual, potential or reasonably perceived conflict of interest that may affect its participation in a Tender.

11.2 Examples may include:

- A financial or ownership relationship with the Client or decision-maker;
- A close relationship with a person responsible for Tender evaluation;
- Common ownership or control with another participating Contractor;
- Any arrangement that may compromise independent bidding; or
- Any other circumstance that may reasonably affect the fairness of the Tender.

11.3 Failure to disclose a material conflict may result in rejection of the bid or other action under this Code and the applicable Tender conditions.

12. Confidentiality

12.1 Contractors shall maintain the confidentiality of information obtained through the Platform or from the Client that is clearly confidential or commercially sensitive.

12.2 A Contractor shall not disclose, misuse, sell or distribute another Contractor's confidential information, Client information, BOQs, drawings, pricing information or other restricted Tender information except as permitted by the Client or applicable law.

12.3 Contractors must take reasonable steps to protect their own account credentials and confidential information.

13. Communication with Clients

13.1 All communications concerning a Tender shall be conducted through the communication channels specified by LetsBidd or the Client.

13.2 A Contractor shall communicate professionally and respectfully.

13.3 A Contractor shall not:

- Threaten or harass the Client;
- Use abusive, discriminatory or offensive language;
- Attempt to intimidate a Client into awarding a contract;
- Make knowingly false allegations against another Contractor;

- Spam or repeatedly contact the Client for improper purposes; or
 - Circumvent Platform procedures to obtain an unfair advantage.
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14. Site Inspection and Due Diligence

14.1 Where site inspection is permitted or required, the Contractor is responsible for conducting appropriate due diligence before submitting its bid.

14.2 The Contractor should consider site accessibility, existing structures, soil/site conditions where relevant, utilities, logistics, working conditions, local restrictions and other reasonably ascertainable factors affecting execution.

14.3 Submission of a bid shall constitute the Contractor's acknowledgement that it has made such enquiries as it considers necessary to prepare a commercially viable bid, subject to the Tender terms.

15. Quality, Safety and Legal Compliance

15.1 A Contractor awarded a Tender shall execute the work in accordance with the contract, approved specifications, applicable standards and applicable laws.

15.2 The Contractor shall be responsible for maintaining appropriate standards relating to:

- Quality of construction;
- Worker safety;
- Site safety;
- Environmental requirements;
- Labour and employment requirements;
- Applicable statutory registrations;
- Applicable taxes and statutory payments; and
- Any permits, approvals or licences required for execution.

15.3 A Contractor shall not knowingly compromise construction quality or safety in order to reduce costs or increase profit.

16. Subcontracting

16.1 A Contractor shall comply with the Tender and contract provisions concerning subcontracting.

16.2 Where prior approval is required, the Contractor shall obtain such approval before subcontracting any material part of the work.

16.3 The Contractor remains responsible for the performance of its approved subcontractors to the extent provided in the applicable contract.

17. No Assignment or Account Sharing

17.1 A Contractor shall not transfer, sell, rent or otherwise allow another person or entity to use its LetsBidd account.

17.2 A Contractor shall not submit bids on behalf of another entity unless expressly authorised and permitted under the applicable Tender conditions.

17.3 The Contractor is responsible for activity carried out through its account, subject to applicable law and Platform security procedures.

18. Bid Withdrawal and Contract Commitment

18.1 A Contractor shall carefully review its bid before submission.

18.2 Once submitted, a bid may be withdrawn, modified or amended only in accordance with the Tender conditions and Platform procedures.

18.3 If a Contractor is selected by the Client and a contract is entered into between the Client and Contractor, the Contractor shall fulfil the obligations applicable to it under that contract.

18.4 Unjustified refusal to execute an awarded contract, failure to provide required security, or abandonment of work may result in consequences under the contract between the Client and Contractor and/or appropriate Platform action under this Code.

18.5 Any dispute regarding the Tender, award, contract, payment, work execution, quality, delay, termination or any other contractual matter shall be resolved directly between the Client and Contractor in accordance with their contract and applicable law.

18.6 LetsBidd is not a party to the contract between the Client and Contractor and shall not be responsible for resolving contractual disputes between them.

19. Anti-Fraud and Document Verification

LetsBidd and/or the Client may conduct reasonable verification of information submitted by Contractors.

A Contractor agrees to cooperate with legitimate verification requests relating to its:

- **Identity;**
- **Registration;**
- **Experience;**
- **Financial capacity;**
- **Technical qualifications;**
- **Licences;**
- **Past projects; and**

- Other eligibility information.

Where fraud, forgery or material misrepresentation is established or reasonably suspected, LetsBidd and/or the Client may take appropriate action in accordance with applicable law, the Tender conditions and the Platform's policies.

20. Prohibited Conduct

The following conduct may result in rejection of a bid, reduction of the Contractor's rating, suspension or restriction of an account, cancellation of participation, barring/debarment, reporting to appropriate authorities where required, or other action permitted by the applicable terms and law:

1. Fraud or attempted fraud;
 2. Forgery or falsification of documents;
 3. Identity misrepresentation;
 4. Collusive or coordinated bidding;
 5. Price fixing or bid manipulation;
 6. Bribery or corruption;
 7. Material conflict of interest that has not been disclosed;
 8. Use of multiple accounts to manipulate a Tender;
 9. Misuse of confidential information;
 10. Cybersecurity attacks or attempts to interfere with the Platform;
 11. Harassment or threats;
 12. Submission of materially false information;
 13. Repeated serious breaches of Tender conditions;
 14. Serious or repeated failure to fulfil obligations under contracts entered into with Clients; or
 15. Any other conduct prohibited by applicable law or Platform policies.
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21. Rating, Suspension and Barring

21.1 LetsBidd may maintain a Contractor Rating based on factors such as performance, compliance, conduct, reliability and other relevant information available to the Platform, subject to the Platform's rating policies.

21.2 In addition to any contractual or legal consequences, violation of this Code or serious misconduct by a Contractor may result in a reduction of the Contractor's rating on LetsBidd.

21.3 Conduct that may lead to a reduction in rating includes, without limitation:

- Submission of false or misleading information;

- Submission of forged or invalid documents;
- Collusive or manipulative bidding;
- Bribery, corruption or other illegal conduct;
- Unjustified withdrawal from an accepted commitment;
- Abandonment of an awarded project;
- Repeated failure to fulfil contractual obligations;
- Serious quality or safety violations;
- Misuse of the Platform;
- Harassment, threats or unethical conduct; or
- Other conduct that materially affects the integrity, reliability or fairness of the Platform.

21.4 Reduction in rating may be applied as an initial or additional consequence depending on the nature and seriousness of the violation.

21.5 For more serious, repeated or unlawful conduct, LetsBidd may take further Platform-related action, which may include:

- Warning;
- Requirement to provide clarification;
- Rejection of a particular bid;
- Reduction of Contractor rating;
- Temporary suspension;
- Restriction of Tender participation;
- Temporary or permanent barring/debarment from the Platform;
- Cancellation or termination of the Contractor's account; or
- Reporting to appropriate authorities where required or considered appropriate.

21.6 The severity of Platform action may depend upon the nature of the violation, its impact, whether it was intentional, the Contractor's previous conduct, the frequency of violations and any corrective action taken by the Contractor.

21.7 Where appropriate, the Contractor may be given an opportunity to provide an explanation or clarification before a final adverse Platform action is taken, subject to the urgency and nature of the matter.

21.8 A reduction in rating is intended to provide Clients with relevant information regarding a Contractor's conduct and performance. A rating reduction does not, by itself, guarantee rejection of the Contractor from every future Tender unless the applicable Tender or Platform rules provide otherwise.

21.9 Any rating, suspension, restriction or barring action taken by LetsBidd relates to the Contractor's use of the LetsBidd Platform and does not constitute a determination of contractual liability between the Client and Contractor.

22. Right to Report Misconduct

Contractors are encouraged to report suspected:

- **Fraud;**
- **Collusion;**
- **Bribery;**
- **Fake documents;**
- **Identity misuse;**
- **Bid manipulation;**
- **Cybersecurity abuse; or**
- **Other serious violations**

through the official reporting mechanism provided by LetsBidd.

Reports should be made in good faith and should, where possible, contain sufficient information or supporting evidence to allow the matter to be reviewed.

Knowingly false or malicious complaints may themselves constitute a violation of this Code.

23. Fair Competition

LetsBidd aims to provide a transparent and competitive environment in which eligible Contractors can participate in construction opportunities.

Contractors are expected to compete on the basis of their:

- **Eligibility;**
- **Experience;**
- **Technical capability;**
- **Resources;**
- **Quality;**
- **Safety record;**
- **Delivery capability; and**
- **Commercial offer.**

Contractors must not attempt to obtain a competitive advantage through dishonest, unlawful or unethical means.

24. Relationship Between Client and Contractor

24.1 The Client and Contractor are independent parties.

24.2 LetsBidd provides the technology through which the Client may publish Tenders and Contractors may submit bids.

24.3 Once a Client selects a Contractor and the parties enter into a contract, the Client and Contractor are solely responsible for their respective contractual obligations.

24.4 Matters including, but not limited to:

- **Contract price;**
- **Payment;**
- **Scope of work;**
- **Construction quality;**
- **Project timelines;**
- **Delays;**
- **Variations;**
- **Defects;**
- **Damages;**
- **Labour;**
- **Site issues;**
- **Termination;**
- **Completion;**
- **Contractual penalties; and**
- **Other contractual disputes**

shall be governed by the agreement between the Client and Contractor.

24.5 LetsBidd shall not be responsible for resolving disputes between the Client and Contractor.

24.6 The Client and Contractor are responsible for obtaining appropriate legal, technical, financial or other professional advice where required.

25. Disclaimer Regarding Client and Contractor Conduct

25.1 LetsBidd does not guarantee the identity, financial capacity, technical ability, experience, conduct, solvency or performance of any Client or Contractor except to the extent expressly stated in a separate Platform policy.

25.2 Information displayed on the Platform may be provided by Clients or Contractors. Users are responsible for conducting their own due diligence before entering into any transaction or contract.

25.3 LetsBidd does not guarantee that:

- A Tender will be awarded;
- A particular Contractor will be selected;
- The lowest bidder will receive the contract;
- A Client will proceed with a project;
- A Contractor will complete the project;
- A Client will make payment;
- The construction work will meet any particular standard; or
- Any contractual obligation between the Client and Contractor will be performed.

25.4 Any contractual relationship created following a Tender is solely between the Client and selected Contractor.

26. Bidder Responsibility

Each Contractor is responsible for independently assessing the commercial and technical risks associated with a Tender before submitting a bid.

The Contractor should obtain appropriate professional, technical, financial, tax and legal advice where necessary.

Participation in a Tender through LetsBidd should not be treated as a substitute for the Contractor's own due diligence.

27. Acceptance of this Code

By registering on LetsBidd, participating in a Tender, submitting a bid or otherwise using the Platform as a Contractor, the Contractor confirms that it has read, understood and agrees to comply with this Bidder Code of Conduct.

28. Amendments

LetsBidd may update or amend this Code from time to time to reflect changes in its Platform, business practices, Tender procedures or applicable legal requirements.

The latest version published on LetsBidd shall apply from its stated effective date, subject to applicable law and the Platform's Terms of Use.

29. Governing Terms and Contractual Disputes

29.1 This Code shall be read together with the LetsBidd Terms of Use, Privacy Policy, Tender-specific conditions and any other applicable Platform policies.

29.2 The contract for construction or related work shall be entered into directly between the Client and selected Contractor.

29.3 Any dispute arising out of or relating to the Tender, contract, payment, performance, delay, quality, scope of work, termination or any other contractual matter shall be resolved directly between the Client and Contractor in accordance with their contract and applicable law.

29.4 LetsBidd is not a party to the Client-Contractor contract and shall not be responsible for adjudicating, arbitrating, mediating or otherwise resolving such contractual disputes, unless the parties separately and expressly agree to use a dispute-resolution service provided by LetsBidd.

29.5 Nothing in this Code prevents LetsBidd from taking action concerning a user's access to or use of the Platform where the user's conduct violates this Code, the Platform's Terms of Use or applicable law.

LET BIDD — CONNECTING CLIENTS WITH QUALIFIED CONTRACTORS

The Platform connects. The Client evaluates and awards. The Contractor executes the work under its contract with the Client.