

STEEL AUTHORITY OF INDIA LIMITED BRANCH SALES OFFICE BARODA 8th Floor Marble Arch ,Race course circle, BARODA – 390 007.

Phone: 0265-2352395 /2341632/ FAX: 0265-2335962

OFA NO.: CMO/B&S/ BAR /15/LP/ 14-15

DATE: 11.12.2014

ONLINE FORWARD AUCTION NOTICE

The following materials are available on 'as is where is' basis at KDR(Baroda) stockyard for

sale through Online Forward Auction process, subject to prior sale.

	GRAND	TOTAL	107.550					iE
BSP/ HS10	ANGLE 90*90*8	IS 2062 E250A	1.860	GJ1BT8974	10/5/2014		42060/-	4497/-
	<u> </u>	TOTAL	105.69					
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	12.500	CG07CA2182	6/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	13.870	CG07CA2182	6/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	6.850	CG04DM0782	7/11/2014	01	42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	10.000	CG04DM0782	7/11/2014	LOT-	42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	9.650	CG04DM0782	7/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	2.196	CG07CA2282	6/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	23.744	CG07CA2282	6/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	13.040	CG04DJ0782	7/11/2014		42060/-	4741.29/-
BSP/ HS10	ANGLE 75*75*6	IS 2062 E250A	13.840	CG04DJ0782	7/11/2014		42060/-	4741.29/-
Plant	Material/ Size	Grade	Qty. (M/T)	Wagon No.	Date of Arrival		Ex-Syd.Price inclusive of standard size & quality extras but exclusive of ED/VAT/Octroi, cutting/bending, non-standard extras and all other charges as applicable.(Rs./Tonne)	ACTUAL EXCISE DUTY RS PMT

Customers intending to purchase any of the above materials shall have to submit to the Branch Manager or his authorized representative, a letter of interest as per format available at the Branch as well as submit a copy each of the "General Rules & Regulations governing conduct of Online Auction on the Service Provider platform" and the "Definition of Key Terms", available with the Branch, after duly signing on each page.

(2) Inspection of Material available for sale

Bids are accepted on the assumption that the bidders have inspected the materials and have known what they are bidding for whether they have first inspected the materials or not and that the principle of 'Caveat Emptor' shall apply. The materials offered for sale are on "AS IS WHERE IS" and "NO COMPLAINT" basis. The material will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, quality, size measurement, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied. The bidders are advised to inspect the material before bidding.

(3) The documents detailed at paragraph 2 above should be accompanied with Earnest Money Deposit in the form of Demand Draft/Pay Order/Banker's Cheque/cheque from customers having cheque facility/Bank Guarantee obtained from a Scheduled Bank except from any Gramin/Co-operative Bank and from any branch of Catholic Syrian Bank Ltd. and drawn in favour of Steel Authority of India Ltd. payable at Baroda. The value of the EMD to be paid is to be computed @ 2% of the value of the items, detailed at paragraph 1 above, which the customer is interested to procure through Online Forward Auction, subject to the maximum of Rs.1,00,000/- (Rupees one lakh only). The prevailing stockyard prices of the items as on date of the notice would be the basis for computing the value of the EMD.

(4) Auction Date : 18.12.2014

Lotwise/wagonwise Auction start time and indicative end time are given below:

Lot nos/wagon No	Start time(will not start before)	Close time(will not close before)
All wagons/Lots	03.30PM	04.30PM

Inspection date: UPTO 02-12-2014 Inspection timings: 10 am TO 5.30 PM

(5) In case of CMO the documents, "Letter of Interest", copy of the "SAIL FA1 (General Terms & Conditions of sale for sale through Online Auction/ Forward Auction (FA)", "General Rules & Regulations governing conduct of Online Forward Auction", "Special Terms & Conditions (if any)", and "Definition of Key terms" duly signed and stamped as a token of the bidder's acceptance of the same in toto should be accompanied with EMD in the form of Demand Draft/Pay Order/Banker's Cheques/Cheque from customer having cheque facility/Bank guarantee obtained from a scheduled bank and drawn in favour of Steel Authority of India Ltd. payable at Baroda to the CMO Branch Sales Office.

The value of the EMD to be paid is to be computed @ 2% of the value of the items, which the customer is interested to procure through FA, subject to a maximum of Rs.1.0 lakh. The prevailing stockyard prices of the items as on date of the notice would be the basis for computing the value of the EMD.

(6) Permanent customers will be those who would like to keep the EMD amount as decided to enable them to participate in all the FAs without returning the EMD. Such customers will be given permanent User Id by the Service Provider.

Temporary customers will be defined as those who submit the EMD in each FA for participation.

- (7) EMD and the documents detailed at paragraph 5 above complete in all respect, should reach the Service Provider/CMO Branch Sales Office __8th floor Marble Arch Building Baroda before 4PM on 17.12.2014
- (8) Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable them to participate in the Online Forward Auction process, without any difficulty.

METAL JUNCTION SERVICE LIMITED

Branch Office:

mjunction service limited

Level 4, Dynasty Business Park

4" Wing Andheri Kurla Road, Andheri

A" Wing, Andheri-Kurla Road, Andheri (East)

Mumbai - 400 059

Mob: 84540 45272

Facsmile: 022-66510662

Contact Person- Sudhakar Dandu Email- sudhakar.dandu@mjunction.in (9) Final bids given by the successful bidders in the Online Forward Auction should be kept valid for 7 (seven) working days from the date of conduct of Online Forward Auction for acceptance by the competent authority.

Acceptance Offers/Sale Orders/Offer Letters issued by SAIL to successful bidders against this notice will be valid for a definite period as decided.

(10) SAIL reserves the right (with the approval of competent authority, as per the delegation of power) to accept or reject any or all the bids and their decision shall be final.

(11) In cases where the bids given by the bidders in the Online Forward Auction are not accepted, the EMD amount would be refunded in full within 7 days of auction by Service Provider/CMO Branch Sales Office to the bidder.

If the bids are accepted and materials are offered through Acceptance Offer/Sale Order/Offer Letter and the customers do not make payment as stipulated in the Acceptance Offer/Sale Order/Offer Letter, EMD shall be forfeited in full.

If the customers have obtained Release Order/Delivery Order after making full payment but have failed to lift the quantities in full or part within the time stipulated in Release Order/Delivery Order, the EMD in proportion to the quantity not lifted shall be forfeited.

(12) If for any reasons beyond the control of the company all the materials offered through the Online Forward Auction or part thereof cannot be delivered, the liability of the company will be limited only to refund of the proportionate amount paid by the customer as applicable for the quantity not delivered.

(13) Material lifting from the stockyard shall be customer's responsibility.

- (14) The sale of materials shall be governed by "SAIL FA1: General Terms & Conditions for sale through Online Forward Auction/Forward Auction (FA)" and General and Special Terms & Conditions of sale.
- (15) SAIL reserves the right to withdraw from the sale after advertising or after issue of Acceptance Offer/Sale Order/Offer Letter for any item of any quantity of the materials by number or weight without assigning any reasons thereof to the customer. SAIL will not be responsible for any damages/loss whatsoever to the customer on account of such withdrawal
 - (16) SAIL reserves the right to dispose off any item by other means even after inviting bids for sale of such materials by auction through internet.

* ONLY VAT(NO CST) WILL BE APPLICABLE AGAINST THIS NOTICE.

BRANCH MANAGER

DISTRIBUTION:NoticeBoard-Office/Warehouse,2.RM(LP)/WR/Mumbai,RBM(LP)/WR/Mumbai 3.All BMs/WR/BHI/PUNE/NAG/AHM/JAI/KOT/GOA/JAB/IND

From: ANURAG SHARMA BM:BSO:BARODA

Subject: ONLINE FORWARD AUCTION NO 15(LP) dated 11.12.2014 DEAR SIR/MADAM.

PLEASE FIND ATTACHED HEREWITH ONLINE FORWARD AUCTION NOTICE AS PER FOLLOWING DETAILS:

Tender No

: CMO/ B&S / BAR/15(LP) / 2014-15 DT 11.12.2014

Tender Title

: ONLINE FORWARD AUCTION OFLA-15(LP)

Short Description (optional)

: AS GIVEN IN TENDER NOTICE

Bidding Document Fee (If any)

: NIL

Bidding Document Fee PayableTo

: NIL

EMD

: 2% OF VALUE OF ITEM RS 100000/- MAX

EMD DD/BG Drawn In Favour Of : STEEL AUTHORITY OF INDIA LTD

PAYABLE AT BARODA

Tender document Date

: 11.12.2014

Submission Date of relevant documents

- 17.12.2014 before 4PM

Bids Opening Date & Time

: 18.12.2014 FROM 3.30 P.M.TO 4.30. PM

Bid Submission Closing Date & Time: 18.12.2014 FROM 4.30 pm till continues.

Bid Validity Period

:7 DAYS

You are requested to put in site.

THANKS & REGARDS.

BRANCH MANAGER

SAIL / BSO Baroda

MOB;09429198169

PHONE: 0265-2341632 / 2352395.

FAX NO 0265 -2335962

ANNEXURE - B

LETTER OF INTEREST

10	
Steel Authority of India Limited,	
Name of the Branch	
BSO/	
Dear Sir,	
1. We	marks I for the state of the st
Forward Auction notified vide your notice No	dated dated
2. We have provided a Permanent FMD of Do	
Order Nodateddra M/s.Steel Authority of India Ltd. payable at	vide DD/Banker's Cheque/Pay
M/s.Steel Authority of India Ltd., payable at	(Bank) in favour of (branch).
We are hereby submitting a one time EMD of Do	
We are hereby submitting a one time EMD of Rs. Orderdateddrawn on Steel Authority of India Ltd_payable at	vide DD/Banker's Cheque/ Pay
Steel Authority of India Ltd., payable at(b	ranch). (Bank) in favour of M/s.
We are submitting additional FMD of Do	3
We are submitting additional EMD of Rs.	vide DD/ Bankers Cheque/ Pay Order
Authority of India Limited, payable at	(Bank) in favour of M/s Steel
Authority of India Limited, payable at(bra CST on our behalf (This will be both Permanent EMD	anch) enabling you to charge concessional as well as One time EMD case).
3. We agree to ahide by all the instructions	

- 3. We agree to abide by all the instructions contained in the above indicated online forward auction notice, "SAIL FA1 General Terms & Conditions for sale through Online Auction/Forward Auction (FA)" available on SAIL/Service Provider's website and your General and Special Terms & Conditions of sale of materials.
- 4. I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the "SAIL FA1 General Terms & Conditions for sale through Online Auction/Forward Auction (FA)" available on SAIL/Service Provider's website and the General Rules and Regulations governing conduct of Online Forward Auctions (Annexure C). I/We understand that if our bid is accepted by the service provider, and approved by SAIL, I/We are obliged to complete the transaction.
- 5. I/We agree that we have been provided training by Service Provider in order to participate in Online Forward Auctions.
- 6. I/We request Service Provider to allot User-id and password to me/us and activate the same to participate in the above mentioned online forward auction.
- 7. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/ We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me/us as a result of disclosure of the password to any other person by me.
- 8. I/We understand that my/our inability to participate in an e-selling event due to disruption of my/our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider.
- 9. In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the Online Forward Auction, I/We irrevocably agree for the forfeiture of our earnest money deposit and security deposit (if applicable).
- 10. We are providing the following details to you .

n) Copy of 11N Certificate	the branch: o no.: red by the plant/ " unit, if any es (for bidders intending to participate on CST Sale Basis):-
,	SO/Invoices desired: (for bidders intending to participate on CST Sal
(i) "Form 'C' calendar q differentia EMD subr. (ii) Additional charged, ir 12. Declaration for Bidder Since We will be p Declaration:- (i) We declare that ref	d agree to abide by the following: if applicable, would be submitted by us within one month of the end of uarter in which the material has been lifted, failing which debit notes for I CST will be raised and the same will be adjusted from the additional nitted by us. EMD will be required for all cases where concessional CST is being acluding the cases where customer has submitted permanent EMD. Is intending to participate on CST Sale Basis articipating in the auction on CST Sale Basis, We make the following if the materials being put on tender vide tender/auction date
We agree that in the event of be liable to be forfeited toward	f failure to perform the inter-state movement by us our entire EMD shall ands penalty."
V	
Yours faithfully,	
Date:	Signature of Authorised Person (Name:) For M/s
Place:	(With Company's Seal)
Note: Please delete portions i	not applicable
	TE TO THE TENT OF





Statement of Interest Form-Buyer

1.	The statement of Interest is to be signed by the authorized signatory of the interested organization. (The accepted signatory would be the sole proprietor in case of a sole proprietorship, the partner in case of a partnership firm, and the director in case of private & public limited companies.)
2.	Following documents are required to be submitted along with the Statement of Interest
	a) Non Refundable bidder registration fees of Rs (Rupees in words
	only) in favor of "Mjunction Services Limited", payable at Kolkata. [For PLATINUM / GOLD membership]
	b) Photo copy of PAN Card
	On receipt of duly completed Statement of Interest, Mjunction services limited shall verify & evaluate your interest in MetalJunction. After due verification, our representative shall impart training on availing Mjunction services Itd's services. Our head office in Kolkata will complete formalities regarding your account and will inform you about the details of your user ID.

Mjunction Services Limited,

Godrej Waterside, Tower-1, 3rd floor, Plot no. 5, Block-DP Sector-V, Salt Lake City, Kolkata-700091 Tel: +91 33 66106100; Fax: +91 33 66011719 E-mail: contactus@mjunction.in URL: www.mjunction.in, https://auction.metaljunction.com







Organization																		
Organization	Nam	е																
												ļ						
Type of Organ Business Acti		n	Sole propri	ietorship	Stocki	artner ist/Ret			F Broke		ate/Pu	_			Comp End L			
Registered A	ddres	ss																_
City														:			•	
State						:	PIN (Code										
EMAIL		П		<u> </u>	 	1 1	<u> </u>	 	1	T		ı					T	
EMAIL																		
Name Designation Mobile No. Mobile No. P & T No. Fax No. e-mail addre e-mail addre SMS Alerts In	ess ess	ited i	n (Please tick):	Ferrous	/ Non fe		/ Store				hemic	cals/	Iron	Ore)			
Bhilai			Matl	Y/N	Matl				Y/I	1	Matl						Y/N	
Bokaro			Plate		Poole						Ammonium Nitrate							
Rourkela			GP				ap (CI)				Ammonium Sulphate							
Durgapur			CR		IMBP	IMBP (CI)												
ISP IISCO											Calcium Ammonium							
			Skelp		Iron O						Nitrat							_
_			Slab				Manganese Ore				Crude							_
Tata					Mill Scale						Ferrous Sulphate				1		_	
VISL(Bhad)			Sheet Cutting													-+		\neg
VISL(Bhad) ASP (DGP)			Sheet Cutting Billet		Stainle		eel				Hot P	ress	sed I	Napt	halen	е		_
VISL(Bhad) ASP (DGP) SSP(Salem)			Sheet Cutting Billet Bloom		Stainle Rolls	ess St	eel				Hot P Light	ress Solv	sed I vent	Napt	halen	е		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC			Sheet Cutting Billet Bloom TMT		Stainle Rolls Alloy S	ess St Steel	eel				Hot P Light Oil/SI	ress Solv	sed I /ent e	Napt Nap	halen htha	е		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC			Sheet Cutting Billet Bloom TMT Structurals		Stainle Rolls Alloy S B F SI	ess St Steel lag					Hot P Light Oil/SI Napth	ress Solv	sed I /ent e	Napt Nap	halen htha	е		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL			Sheet Cutting Billet Bloom TMT Structurals Wire Rod		Stainle Rolls Alloy S B F SI Assets	ess St Steel lag s/ Obs	eel solete S	spares			Hot P Light Oil/SI Napth Acid	ress Solv udge naler	sed I /ent e ne F	Napt Nap	halen htha	е		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL TCIL			Sheet Cutting Billet Bloom TMT Structurals Wire Rod Pig Iron		Stainle Rolls Alloy S B F SI Assets Nut C	ess St Steel lag s/ Obs Coke		Spares			Hot P Light Oil/SI Napth Acid Noble	Press Solv udge naler	sed I /ent e ne F	Napt Nap	halen htha	e		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL TCIL ISWP			Sheet Cutting Billet Bloom TMT Structurals Wire Rod Pig Iron Sponge Iron		Stainle Rolls Alloy S B F SI Assets Nut C B.F C	Steel lag s/ Obs coke		pares			Hot P Light Oil/SI Napth Acid Noble Pitch	Press Solv udge naler e gas	sed I vent e ne F	Napt Nap lake	halen htha s	e		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL TCIL ISWP JSPL			Sheet Cutting Billet Bloom TMT Structurals Wire Rod Pig Iron		Stainle Rolls Alloy S B F SI Assets Nut C	Steel lag s/ Obs coke		Spares			Hot P Light Oil/SI Napth Acid Noble	Press Solv udge naler e gas	sed I vent e ne F	Napt Nap lake	halen htha s	e		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL TCIL ISWP JSPL Balmer			Sheet Cutting Billet Bloom TMT Structurals Wire Rod Pig Iron Sponge Iron		Stainle Rolls Alloy S B F SI Assets Nut C B.F C	Steel lag s/ Obs coke		Spares			Hot P Light Oil/SI Napth Acid Noble Pitch Sodiu	Press Solv ludge naler e gas	sed I vent e ne F	Napt Nap lake	halen htha s	e		
VISL(Bhad) ASP (DGP) SSP(Salem) OMDC NMDC HCL TCIL ISWP JSPL			Sheet Cutting Billet Bloom TMT Structurals Wire Rod Pig Iron Sponge Iron		Stainle Rolls Alloy S B F SI Assets Nut C B.F C	Steel lag s/ Obs coke		pares			Hot P Light Oil/SI Napth Acid Noble Pitch	Press Solv udge naler e gas um P	sed I vent e ne F	Napt Nap lake	halen htha s	e		





C.S.T. No											
VAT No											
Excise Regn Code											
Excise Range											
Excise Division											
ECC Code											
PAN No											
Bankers Name											
Bank A/c Number											
Bankers Address											

Confirmation of Training

This is to confirm that I have undergone the training conducted by Mjunction Services Limited to participate in the online auction conducted in their website. I am satisfied and have understood the processes to conduct bidding on my own.

I have been informed how I can change my password. I have also been informed how I may retrieve password using "forgot password feature" in case I do not remember the password.

I understand that during the time when auction is on, I need to contact at the numbers of the auction room for fastest assistance. The latest contact numbers are available on the website. I will make note of these numbers.

I understand that mjunction services limited will communicate with me by email also. I understand that I am required to check my email mail box regularly and am responsible for the same.

I will inform mjunction promptly in case of any change in phone / mobile number OR email id.

Place:
Signature:
Name of the Person:
Name of the Company with Seal

Date:





A ---- - - - - 1



I/We	Agreement
1/006	
Son/daughter of	
Resident of	
Having my/our business	at
Agree as below:	

- 1. I/We confirm that the information furnished by me/us to mjunction services limited are all true and correct to the best of my/our knowledge and belief and no material facts have been concealed by me/us. I am competent and authorized to enter into agreements on behalf of my firm.
- 2. I/We hereby understand and agree that the responsibility of preserving and maintaining the confidentiality and secrecy and security of my/our Login ID and transaction password (as also that of "secret question"/ "secret answer" combination) solely rests upon me/us and I/We shall be solely responsible for any breach/loss in this respect. I/We also understand and agree that without authorized written instructions from me/us, new password shall not be re-issued by mjunction services limited.
- 3. I/We agree to continually change the password (as also that of "secret question"/ "secret answer" combination) and keep it confidential. I/We agree that mjunction shall not be held responsible in any way for any loss that may by suffered by me/us as a result of disclosure of the password to any other person.
- 4. I/We agree and undertake to ensure that the safety, security, data integrity service or any other facts/information of auction is not compromised with anyone else.
- 5. I/We understand and agree that mjunction services limited shall not be liable for any inappropriate list send by the seller.
- 6. I/We agree that mjunction shall not be liable/responsible for any interruption in e-selling auction service caused by any means.
- 7. I/We confirm to have read the specific terms and conditions that are displayed on mjunction website regarding the auction event. I/We agree to strictly abide by any and all the Terms and Conditions displayed on the mjunction website.
- 8. I/We understand and agree that my/our security deposit/Bank guarantee is liable to be forfeited on infringement/breach of any Terms and conditions as prescribed from time to time by mjunction or it's Client (seller). I /We agree that mjunction will be well within its right to take any punitive measure against me/us including permanently debarring/blacklisting from participating in any and all mjunction events.
- 9. I/We understand and agree that all voice communications made by me/us with the auction room of mjunction are recorded and kept for future reference and action, if necessary. I/We further agree and confirm that any and all such verbal communication and instructions passed by me/us shall constitute a valid communication and shall be treated as valid contractual obligation cast on me/us to ratify such communication/instruction in writing as and when required by mj
- 10. In no event mjunction shall be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Agreement, including without limitation any: -
- (i) Loss of data;
- (ii) Interruption or stoppage to the Customer's access to and/or use of the online market/exchange (website portal); Arising out of the performance of the Services or otherwise
- 11. Mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the Services







12. I/We understand and agree that

Mjunction makes no warranty, representation or promise not expressly set forth in this agreement.

Mjunction disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement, except as expressly set forth herein.

Mjunction makes no warranty with respect to any software, product, configuration or system tested, analyzed or reviewed by mjunction and does not warrant that they are without defect or error, except as expressly set forth herein.

The results, data, performance, and information reported or disclosed by mjunction in connection with the services or this agreement are not warranted and customer bears all risks of reliance thereon.

Mjunction does not warrant that any results, data, performance or information can be reproduced, repeated or verified (i.e., they may vary).

Except as expressly set forth herein, the methodologies, equipment, software, practices, procedures, and technology used by mjunction in connection with the services are not warranted; and except as expressly set forth herein there shall be no claim against mjunction based on any of the foregoing ;or any alleged or actual inadequacy, malfunction, defect, or incompleteness of or in the foregoing

- 13. I/We agree to ratify all the acts of mjunction carried out in good faith and will keep mjunction indemnified, defend and hold mjunction harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any breach or alleged breach of this agreement, performance of the obligations hereunder, or any representation or misrepresentation made by with regard to the subject of this Agreement.
- 14. I/We agree and undertake not to resort to any activity (ies) having the impact or causing interference to the system (hardware, software, Internet related application, servers etc.) I/We understand that mjunction strictly forbids me/us from indulging in any of the cyber crime activities including, but not limited to (a) unauthorized access(b) e-mail bombing (c) data diddling(c) Salami attack (d) internet time theft (e) logic bomb (f) virus/worm attack (g) Trojan attack (h) distributed denial of service attack (i) denial of service attack(j) email spoofing (k) cyber pornography(l) intellectual property crime (m) cyber stalking.
- 15. I/We agree to submit ourselves for resolution of any disputes with mjunction in the manner as prescribed herein below:

Arbitration, Governing Law & Jurisdiction

(a) Arbitration

Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties.

Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed there under alongwith amendment made thereto up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.

- (b) Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.
 - (c) Jurisdiction: The Courts at Calcutta shall have exclusive jurisdiction.

Signed & Stamped by Author	ized Signatory	Date Place					
_xx	x	x	x	X			
	For Internal Use onl	v					
Lead generated by				-			
SMS Group Recommendation							