



स्टील अथॉरिटी ऑफ इंडिया लिमिटेड
STEEL AUTHORITY OF INDIA LIMITED
केन्द्रीय विपणन संगठन
CENTRAL MARKETING ORGANISATION
शाखा विक्रय कार्यालय मुंबई / BSO MUMBAI

संदर्भ सं./Ref. No. **BYS/F-13/OFA/MUM/14-15/ T-39**

दिनांक/ Date-**10-12-2014**

डेंडर दिनांक / Opening On...**19-12-2014**.....

ऑनलाइन अग्रवर्तीनीलामी सूचना

ON- LINE FORWARD AUCTION NOTICE

प्राथमिकता विक्री "जहां है जैसा है" के आधार पर निम्नलिखित सामग्री हमारे ..कलंबोली.....स्टॉकयार्डमें ऑनलाइन अग्रवर्तीनीलामी की प्रक्रिया द्वारा विक्री हेतु उपलब्ध है:

The following materials are available "as is where is" basis at our **Kalamboli Stockyard** for sale through On Line Forward(OFA) process subject to prior sale.

क्र.सं Sl. No.	Material	मद / प्रकार Item / Section	वैगन सं. Wagon /Lot No.		Plant	गुणवत्ता Quality	मात्राQuantity(MT)Approx	यार्डकीमत - आकार व किस्म सहित किन्तु विक्री कर, चुंगी, कटाई, मुड़ाई, नॉन स्टैन्डर्ड एक्सट्रा व अन्य खर्च सहित (रु./ टन) Ex- Syd price inclusive of standard size and quality extras but exclusive of ED/VAT /Octroi, cutting /bending , non standard extras and all other charges as applicable.(Rs./To nnes)	Actual Excise Duty Rs. Per Tonne. (Apx)
				Batch No					
1	CR	1.2X1225	SECR47179	0002628479	BSL	UT	9.420		
	COIL	1.2X1225	SECR47179	0002628480	BSL	UT	9.480		
	CR SHEET	1.2X914	SECR47179	0002628475	BSL	UT	12.490		
	CR SHEET	1.2X914	SECR47179	0002628476	BSL	UT	12.130		
	CR SHEET	1.2X914	SECR47179	0002628477	BSL	UT	11.060		
	CR SHEET	1.2X914	SECR47179	0002628478	BSL	UT	11.690	RS.48885/-	
						TOTAL	66.270	EMD 64800/-	4970/-
2	CR SHEET	1.25X914	ECR23373	0002620274	BSL	UT	11.967		
	CR SHEET	1.25X914	ECR23373	0002620275	BSL	UT	11.403		
	CR SHEET	1.25X914	ECR23373	0002620277	BSL	UT	11.502		
	CR SHEET	1.25X914	ECR23373	0002620278	BSL	UT	11.067		
	CR SHEET	1.25X914	SER10543	0002628472	BSL	UT	12.220		
	CR SHEET	1.25X914	SER10543	0002628473	BSL	UT	11.500		
	CR SHEET	1.25X914	SER10543	0002628474	BSL	UT	10.280	RS.48885/-	
						TOTAL	79.939	EMD 78200/-	4883/-
					GRAND	TOTAL	146.209		

The rate quoted will be deemed to be inclusive of price and all extras/charges but exclusive of ED(actual ED as indicated above)/VAT/Octroi And Cutting/bending charges and all other charges as applicable.

इच्छुक ग्राहकजो उपरोक्तमें सेकोई मालखरीदनाचाहताहैतो शाखा प्रबंधक या उसके प्राधिकृत प्रतिनिधिको शाखा में उपलब्ध फार्मेट के अनुसार अपनाइच्छा पत्रजमाकरें और साथही " सामान्यनियम और विनियम आचरणनियंत्रण ऑनलाइननीलामी सेवा प्रदायीमंच " प्रत्येक की प्रतितथा शाखा में उपलब्ध " मंख्य शब्दावलियों की परिभाषा " के प्रत्येक पृष्ठ पर हस्ताक्षर करनेके उपरान्तजमाकरें ।

Customer 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 of the "General Rules and Regulation 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. बिक्री हेतु उपलब्ध माल का निरीक्षण Inspection of material available for sale.

बोलीकर्ता की बोली पूर्वानुमान पर स्वीकार कर ली जाएगी कि बोलीकर्ता ने माल का निरीक्षण कर लिया है तथा उन्हें उस माल की जानकारी है जिसकी वे बोली लगा रहे हैं चाहे उस माल का निरीक्षण किया है या नहीं इस पर "केवियट एम्प्टोर" का सिद्धांत लागू माना जाएगा। "जहां है जैसा है" और बिना शर्तों के आधार पर माल बिक्री का प्रस्ताव दिया जाएगा। माल संग्रहण के स्थान से ब्योरे में लिखे अनुसार माल उठाया जाएगा चाहे उसमें दोष और त्रुटि हो या अन्य। निविदा का गजालों में मात्रा, गुणवत्ता, माप चिन्ह और संख्या इत्यादि का अनुमान होगा और उस पर कोई वारंटी या गारंटी लागू नहीं होगी। बोलीकर्ता को सलाह दी जाती है कि बोली बोलने से पहले माल का निरीक्षण कर लें।

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 error 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. पैराग्राफ 2 में दिए गए माल के ब्योरे के साथ डिमांड ड्राफ्ट / पे आर्डर / बैंकर चैक / चैक, जिन ग्राहकों को बैंक सुविधा उपलब्ध है। अनुसूचित बैंक द्वारा बैंक गारंटी स्टील अथॉरिटी ऑफ इंडिया लिमिटेड, मुंबई के पक्ष में बयानाजमा पूंजी के रूप में जमा करनी होगी। जो ग्राहक ऑन-लाइन अग्रवर्ती नीलामी में भाग लेने को इच्छुक हैं वे बयानाजमा की राशि की गणना उक्त पैराग्राफ 1 में उल्लिखित माल के ब्योरे का 2 प्रतिशत की दर से या अधिकतम 1,00,000 रुपये (एक लाख रुपये) जमा कराना होगा। माल की वर्तमान स्टॉकयार्ड मूल्य सूचना के दिन को ध्यान में रखते हुए बयानाजमा राशि की गणना करनी होगी।

The documents detailed at paragraph 2 above should be accompanied with Earnest Money Deposit in the Demand Draft / Pay Order / Bankers 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 Limited. Payable at MUMBAI. 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 EMD.

THE BIDDERS SHALL INDICATE THEIR PRICE EXCLUDING EXCISE DUTY & VAT

4. नीलामी की तिथि / Auction Date : **19-12-2014**

नीलामी आरम्भ समय / Auction start time : **2 PM**

नीलामी समाप्त समय (सूचक) / Auction end time : **3 PM (TENTATIVE)**

निरीक्षण की तिथि / Inspection date: **ALL WORKING DAYS BETWEEN 10-12-2014 to 18-12-2014**

निरीक्षण का समय / Inspection timing: **OFFICE HOURS**

5. केन्द्रीय विपणन संगठन के संदर्भ में कागजात "इच्छा पत्र" प्रति सेल एफ ए 1 ऑनलाइन नीलामी / अग्रवर्ती नीलामी (एफ. ए.) द्वारा बिक्री के लिए सामान्य निबन्धन एवं शर्तें आनलाइन अग्रवर्ती नीलामी हेतु सामान्य नियम और विनियम आचरण नियंत्रण और विशेष निबन्धन एवं शर्तें (यदि कोई है) और "प्रमुख निबन्धन की परिभाषा" को उचित रूप से हस्ताक्षर एवं स्टाम्प लगाकर देजो कि बोलीकर्ता की पूर्ण रूप से स्वीकृति मानी जाएगी। इसके साथ बयानाजमा राशि डिमांड ड्राफ्ट / पे आर्डर / बैंक चैक / ग्राहक का चेक यदि उसे बैंक सुविधा उपलब्ध है तो / बैंक गारंटी अनुसूचित बैंक से प्राप्त, जो कि स्टील अथॉरिटी ऑफ इंडिया लिमिटेड के पक्ष में देय केन्द्रीय विपणन संगठन की शाखा विक्रय कार्यालय..... मुंबई..... पर हो अग्रिम के रूप में देवें।

In case of CMO the documents, "Letter of Interest" copy of the SAIL FA1 (General Terms & Conditions of sale through Online Auction / Forward Auction (FA)), General Rules and Regulation 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 Cheque / Cheque from customer having cheque facility / Bank guarantee obtained from a scheduled bank and drawn in favour of Steel Authority of India Limited payable at MUMBAI to the CMO Branch sales Office.

एफ ए द्वारा माल के प्राप्त करने के लिए बयानाजमा की राशि को गणन उस माल के मूल्य का 2 प्रतिशत जिसे ग्राहक खरीदने में इच्छुक हो जो कि अधिकतम 1 लाख रुपये होना चाहिए। सूचना की तिथि वाले दिन जो माल की कीमत होगी वह ही लागू समझी जाएगी तथा उसे ही बयानाजमा की गणना के लिए मान्य समझा जाएगा।

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. 1.00 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. स्थायी ग्राहक वह माना जाएगा जो अपना बयानाजमा कम्पनी के पास रखेगा तथा सभी अग्रवर्ती नीलामी (एफ. ए.) में भाग ले सकेगा। सेवा प्रबंधक द्वारा उसे स्थायी पहचान पत्र (ID) जारी किया जाएगा जिससे वह यह सेवा प्राप्त कर सकेगा।

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. पैराग्राफ 5 में उल्लिखित सभी प्रकार से पूर्ण कागजात एवं बयानाजमा सेवा प्रबंधक / के. वि. सं. शाखा प्रबंधक के पास दिनांक **18-12-2014** को बजे **4.00** से पहले पहुंचाने चाहिए। वास्तविक सहभागिता से पूर्व ग्राहक, स्टील अथॉरिटी ऑफ इंडिया लिमिटेड को सेवा प्रदान करने वाली मेटल जंक्शन सर्विसेज लिमिटेड, 43 जवाहर लाल नेहरू मार्ग, कोलकाता - 700 071 से भी सहायता प्राप्त कर सकते हैं ताकि वे आनलाइन अग्रवर्ती नीलामी प्रक्रिया में बिना कठिनाई के भाग ले सकें।

EMD and the documents details at paragraph 5 above, complete in all respect, should reach the Service Provider/CMO Branch Sales Office **MUMBAI before 4 PM on 18-12-2014**. actual participation, the customers may obtain necessary help from the Service Providers to Steel Authority of India Ltd. viz. Metaljunction Services Limited, 43 J L Nehru Road, Kolkata -700 071 so as to enable them to participate in the Online Forward Auction process, without any difficulty.

8. ऑन लाइन अग्रवर्ती नीलामी में अंतिम बोली बोलने वाले सफल बोलीकर्ता के दर को सक्षम प्राधिकारी के स्वीकृति हेतु 7 कार्य दिवसों तक मान्य माना जाएगा। सफल बोलीकर्ता को सेल द्वारा जारी स्वीकार प्रस्ताव / बिक्री आदेश / प्रस्ताव पत्र इस सूचना के सीमित समय तक मान्य माना जाएगा जैसा कि पहले निर्णय लिया जा चुका है।

Final bids 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 / Sales Order. Offer Letters issued by SAIL to successful bidders against the notice will be valid for a definite period as decided.

9. शाखा प्रबंधक के पास अधिकार सुरक्षित होगा कि वह किसी भी बोली को स्वीकार करे या ख्त करे या सारी बोली ख्त कर दें और उसका यह निर्णय अंतिम होगा।

The SAIL Branch Manager 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 his decision shall be final.

10. यदि ऑनलाइन अग्रवर्ती नीलामी में किसी की बोली स्वीकार नहीं की जाती तो 7 दिवसों के भी उसका बयानाजमा राशि सेवा प्रबंधक / के. वि. सं. शाखा कार्यालय द्वारा बोलीकर्ता को लौटा दी जाएगी। यदि बोली स्वीकार कर ली जाती है तो बोलीकर्ता को स्वीकृति प्रस्ताव / बिक्री आदेश / प्रस्ताव पत्र माल का प्रस्ताव दिया जाएगा और नियत समय जो कि स्वीकृति प्रस्ताव / बिक्री आदेश / प्रस्ताव पत्र में लिखित है जमाना करीबता तो उसका बयानाजमा जमा कर दिया जाएगा।

In cases where the bids given by the bidders in the Online Forward Auction are not accepted, the EMD amount will 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/Sales Order/ Offer Letters and the customer do not make payment as stipulated in the Acceptance Offer/Sales Order/Offer Letter, EMD shall be forfeited in full.

11. यदि ग्राहक को रिलीज आर्डर / डिलिवरी आर्डर पूरा भुगतान करने के पश्चात् जारी कर दिया जाता है परन्तु पूरा माल या उसका कुछ भाग रिलीज / डिलिवरी आर्डर में लिखित नियत समय में नहीं उठा पाता है तो भी पूर्ण बयानाजमाजब कर लिया जाएगा।

If the customer has obtained released 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 lifted shall be forfeited.

12. यदि किसी कारणवश कम्पनी द्वारा ऑनलाईन अग्रवर्ती नीलामी में पूरे माल का आफर या उसके किसी भाग को देने में सक्षम नहीं हो पाती तो कम्पनी का सीमित उत्तरदायित्व है कि मूल्य का भुगतान वापिस कर दिया जाए जो माल कम्पनी नहीं दे सकी।

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. स्टॉकयार्ड से माल उठाने का दायित्व ग्राहक का है।

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

14. "सेल - एफ ए 1" द्वारा माल की बिक्री का नियंत्रण होगा। "सामान्य निबंधन और शर्तें ऑनलाईन नीलामी / अग्रवर्ती नीलामी (एफ. ए.) द्वारा बिक्री" और बिक्री के सामान्य और विशेष निबंधन एवं शर्तें होगा।

The sale of materials shall be governed by "SAIL-FA1: General Terms & Conditions for sale through Online Forward Auction/Forward Auction (FA)" and Special Terms & conditions of sale.

15. सेल को यह अधिकार सुरक्षित है कि कभी भी वह किसी भी मद या माल को गणना एवं तोल के स्वीकृति आफर/बिक्री आदेश/ऑफर लेटर के बाद या विज्ञापन के बाद ग्राहक को बिना कारण बताए बिक्री से वापस ले सकती है। इस वापसी से यदि ग्राहक को कोई नुकसान या क्षति होती है तो इसके लिए सेल उत्तरदायी नहीं होगा।

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. सेल यह अधिकार भी सुरक्षित रखता है कि वह किसी भी मद/माल की बोली या इंटरनेट द्वारा नीलामी आमंत्रित करने के बाद भी उसे किसी दूसरे ढंग से बिक्री कर सकता है।

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.

NOTE:- Above details are also available at our official website.

<https://www.sailtenders.co.in>

17. Service provider : mjunction services ltd

18. Service provider contact details :

Contact person/Phone no: Shri Vishwanath Pandey 7738021128 / 66311258 / 66510663

ShriSudhakarDandu 8454045272

शाखा प्रबंधक /Branch Manager

वितरण / DISTRIBUTION

1. नोटिस बोर्ड - कार्यालय / मालगोदाम / Notice Board – Office /Warehouse.
2. क्षेत्रीय प्रबंधक (एफ.पी) / क्षेत्रीय प्रबंधक (एफ.पी) / क्षेत्रीय कार्यालय / मुंबई RM(FP) /WR/ MUMBAI/RBM (FP)WR MUMBAI.
3. सभी शाखा प्रबंधकों/ क्षेत्रीय कार्यालय / All BMs/WR/BHILAI/PUNE/NGP/AHM/JAIPUR/KOTA/ INDORE/GOA
4. M/s Mjunction Services Ltd.Godrej water side,Tower No.1,Block DP Plot -5,3rd floor, Sector-5,Salt Lake, KOLKATA-700 091.
5. STEEL CHAMBER OF INDIA, 415/417,LohaBhavan, P. D'Mello Road,MUMBAI 400 009.

ANNEXURE – B

LETTER OF INTEREST

To

Steel Authority of India Limited,
Name of the Branch _____
BSO/ _____

Dear Sir,

1. We _____ are interested in participating in the Online Forward Auction notified vide your notice No. _____ dated _____.

2. We have provided a Permanent EMD of Rs. _____ vide DD/Banker's Cheque/Pay Order No. _____ dated _____ drawn on _____ (Bank) in favour of M/s. Steel Authority of India Ltd., payable at _____ (branch).

We are hereby submitting a one time EMD of Rs. _____ vide DD/Banker's Cheque/ Pay Order _____ dated _____ drawn on _____ (Bank) in favour of M/s. Steel Authority of India Ltd., payable at _____ (branch).

We are submitting additional EMD of Rs. _____ vide DD/ Bankers Cheque/ Pay Order _____ dated _____ drawn on _____ (Bank) in favour of M/s Steel Authority of India Limited, payable at _____ (branch) enabling you to charge concessional CST on our behalf. **(This will be both Permanent EMD as well as One time EMD case).**

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 .

- a) Name of the contact person on our behalf :
- b) Our contact Telephone No. :
- c) Our contact FAX No. :
- d) Our contact E-Mail particular :
- e) Bank name :
- f) Branch name :
- g) Branch address :
- h) Branch telephone no. :
- i) 9 digit code number of the branch :
- j) Account type :
- k) Ledger No./Ledger folio no. :
- l) Account no. :
- m) Other documents required by the plant/ " unit, if any
- n) Copy of TIN Certificates (for bidders intending to participate on CST Sale Basis):- ✓
- o) Consignee Address in SO/Invoices desired : (for bidders intending to participate on CST Sale Basis):-

11. Declaration for Bidders intending to participate on CST Sale Basis

We understand and agree to abide by the following :-

- (i) "Form 'C' if applicable, would be submitted by us within one month of the end of calendar quarter in which the material has been lifted, failing which debit notes for differential CST will be raised and the same will be adjusted from the additional EMD submitted by us.
- (ii) Additional EMD will be required for all cases where concessional CST is being charged, including the cases where customer has submitted permanent EMD.

12. Declaration for Bidders intending to participate on CST Sale Basis

Since We will be participating in the auction on CST Sale Basis, We make the following Declaration:-

- (i) We declare that if the materials being put on tender vide tender/auction ref.....date.....is issued to us, the same will be taken to(Location of the consignee) which is in the state of(Name of State where consignee is located).....Accordingly CST at the applicable rate will be paid by us."
- (ii)(a) "We will be submitting the requisite 'C' Form hence a concessional rate of CST may be charged in the Invoices. In this connection an amount of Rs.....equal to 3% of the material value is being deposited as additional EMD to be refunded on submission of 'C' Form".
OR
(b) We will not be submitting the 'C ' Form hence the CST may be charged at full rate in the Invoices.
(Strike out whichever is not applicable out of a or b above)

We agree that in the event of failure to perform the inter-state movement by us our entire EMD shall be liable to be forfeited towards penalty."

Yours faithfully,

Signature of Authorised Person
(Name:- _____)
For M/s. _____

Date :

Place:

(With Company's Seal)

Note: Please delete portions not applicable.

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
3. 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 Ltd'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-70091
Tel: +91 33 66106100; Fax: +91 33 66011719
E-mail: contactus@mjunction.in
URL: www.mjunction.in,
https://auction.metaljunction.com

[illegible]

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.

Date:

Place:

Signature:

Name of the Person:

Name of the Company with Seal:

Agreement

I /We

 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 be 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 Authorized Signatory				Date	Place
X					
	X				
		X			
			X		
				X	
					X

For Internal Use only

Lead generated by _____

SMS Group Recommendation