

**STEEL AUTHORITY OF INDIA LTD.
BRANCH SALES OFFICE
BOKARO STEEL CITY**

REF: BKS/**RT-99(B)**/ 14-15

DATE: 19.01.2015

ON LINE FORWARD AUCTION NOTICE WITH CST SALE APPLICABLE

1. As per attached list, the materials are available on as is where is basis at our SAIL-SYD for sale through Online Forward Auction Process, subject to prior sale.

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 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 Materials 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 and drawn in favor of SAIL/BSO., payable at Bokaro. The value of 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 : **27.01.2015**
Auction start time : **12:30 PM**
Auction end time (indicative):

Inspection date: :
Inspection timings :

5. In case of CMO the documents, “ Letter of Interest”, copy of the “SAIL FAI (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 to 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 favor of Steel Authority of India Ltd., BSO, payable at BOKARO to the CMO Branch Sales Office.

The value of the EMD 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 FA’s without returning the EMD. Such customers will be given permanent User ID by the Service Provider.

Temporary customers will be defined as those 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-BOKARO before **12:00 PM on 27.01.2015**
8. Before actual participation, the customers may obtain necessary help from the Service Provider so as to enable to participate in the Online Forward Auction process, without any difficulty.
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 case 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 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-FAIL : 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 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.

STEEL AUTHORITY OF INDIA LIMITED
ANNEXURE TO RT NO 99(B) DATED 19.01.15 DUE ON 27-01-2015 AT 12.30 PM (OFA)
TENDER FOR SALE OF > 3 months old NCO HRC & HRC > 6 months old in stock ason 01.01.15

Lot No.	Material	Warehouse	SLoc.	Batch	Grade	Wagon Number	Arrival Date	Dim. 1[mm]	Dim. 2[mm]	Available Stock[MT]	Price excl.VAT per MT
1	HR COIL	W002	HS20	2103076	HSFQ(450)	606	3/10/2014	3.8	1250	20.160	48813
	HR COIL	W002	HS20	2103082	HSFQ(450)	1	3/9/2014	3.8	1250	20.280	
										40.440	
2	HR COIL	W002	HS20	2112528	HSFQ(450)	601	3/13/2014	3.8	1250	20.380	48832
	HR COIL	W002	HS20	2112531	HSFQ(450)	621	3/16/2014	3.8	1250	20.400	
										40.780	
3	HR COIL	W002	HS20	2112540	HSFQ(450)	632	3/16/2014	3.8	1250	20.540	48559
	HR COIL	W002	HS20	2443277	HSFQ(450)	654	9/7/2014	4	1250	19.750	
										40.290	
4	HR COIL	W002	HS20	2443278	HSFQ(450)	654	9/7/2014	4	1250	19.790	48257
	HR COIL	W002	HS20	2451190	HSFQ(450)	621	9/10/2014	4	1250	20.170	
										39.960	
5	HR COIL	W002	HS20	2452680	HSFQ(450)	617	9/11/2014	4	1250	20.260	48411
	HR COIL	W002	HS20	2514007	HSFQ(450)	655	9/21/2014	4	1250	20.120	
										40.380	
6	HR COIL	W002	HS20	2514009	HSFQ(450)	643	9/21/2014	4	1250	20.300	48566
	HR COIL	W002	HS20	2514012	HSFQ(450)	650	9/21/2014	4	1250	20.220	
										40.520	
7	HR COIL	W002	HS20	2407913	IS 10748 Gr2	608	8/16/2014	3.6	1400	21.250	47787
	HR COIL	W002	HS20	263110	SAILCOR	614	11/10/2011	3.5	1250	13.430	
										34.680	
8	HR COIL	W002	HS20	2407890	IS 10748 Gr2	650	8/13/2014	4.5	1050	15.450	42957
	HR COIL	W002	HS20	2388413	IS 10748 Gr2	646	8/11/2014	4.5	1400	20.940	
										36.390	
9	HR COIL	W002	HS20	2370405	WTCR BSL	608	8/2/2014	2	1070	15.710	43582
	HR COIL	W002	HS20	2369242	IS 10748 Gr1	629	8/2/2014	2	1150	20.550	

[illegible]

LETTER OF INTEREST

To

Steel Authority of India Limited,

Name of the Branch

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).

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

Yours faithfully,

Signature of Authorised Person

(Name of the person signing)

For M/s. _____

Date : (With Company's Seal)

Place:

Note: Please delete portions not applicable.

NOTICE

Bidders of OLFA, who wish to purchase materials on Central Sales Tax are requested to kindly submit the following undertaking for availing Central Sales Tax.

The undertaking is required to be submitted alongwith the payment failing which Invoicing will be done at full rate of Central sales Tax.


10/01/2014
★ (Branch Manager)

DECLARATION

- I. "We declare that if the materials being put on tender vide tender/auction ref/RT NO.....date....., Lot NO(s)..... 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 material value is being deposited as additional EMD to be refunded on submission of 'C' Form".

Form "C" will be submitted by us within one month of the end of the calendar quarter in which the materials 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.

OR

- (b) We will not be submitting the 'C' Form hence the CST may be charged at full rate in the invoices. We agree that in the event of perform the inter-state movement by us, entire EMD shall be liable to be forfeited towards, penalty.

If any information is received by Branch regarding non-movement of the material out of state, Branch will act to forfeit the EMD as per undertaking.

(Signed and stamped)

(To be submitted on their Letter Head)

ANNEXURE – C

GENERAL RULES AND REGULATIONS GOVERNING CONDUCT OF

ONLINE AUCTIONS

INTRODUCTION

This online auction is being conducted for Steel Authority of India Ltd. (hereinafter referred as the "Client") on the Service Provider platform (hereinafter referred to as the "Service Provider").

"The General Rules and Regulations governing conduct of Online Forward Auction" provided herein govern the conduct of online forward auctions arranged by the Service Provider on its auction platform. These rules cover the roles and responsibilities of the parties in the online forward auctions on the auction platform. Acceptance in toto to "SAIL – FA1 (General Terms & Conditions for sale through Online Auction/Forward Auction (FA))", "General Rules & Regulations governing conduct of Online Forward Auction" and Special Terms & Conditions of sale of materials is a pre-requisite for securing participation in the online auction.

The key terms pertaining to the online auctions are provided in the Annexure-D. Prospective bidders are advised to go through the same.

Role of the "Service Provider"

The Service Provider is the agency (operator) primarily providing the Service of the Forward auction to the "Client".

Finalisation of any third party contract suitable for the current auction.

Finalisation of the auction items in consultation with the Client.

Defining of the bidding rules for each Auction in consultation with the Client.

Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules

Providing Auction outcome to the client after the auction is completed.

The responsibility for fulfillment of the contract rests between the bidders and the client and Service Provider shall have no liability on this account.

Role of the Bidder

The role of the bidder is outlined below:

Defining of the bidding rules for each auction in consultation with the client.

Educating bidders about the auction mechanism and bidding rule.

Input of the action items and defining of the bidding rules in the auction engine.

Providing access to the approved bidders to participate in the auction.

Summarizing of the auction proceedings & communicate the outcome to the client.

The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.

The bidder would be provided access to the Auction through a User Id protected by a password. The bidders are also requested to change the password allocated to them by the Service Provider to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the client/Service Provider responsible in any manner whatsoever for any misuse of these user Ids and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the SAIL – FA1 (General Terms & Conditions of SAIL of CMO for sale through online auction/forward auction (FA), General Rules & Regulations governing conduct of online forward auction, letter of interest and Special Terms & Conditions of sale if any. Payment of Earnest Money Deposit (EMD) as decided by the client minimum 1(one) working day before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

Bidders hereby confirm that they shall commit to lift the product (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by Client/Service Provider.

In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.

The bidder shall bid on the terms specified by the client and place his/their bids in the auction engine in the manner specified by Service Provider. The Bidder shall not stipulate any conditions on his/their own unless the terms of the Client (in the Client's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and Service Provider retains the right of rejecting these bids even without intimating the Client.

Bidding Rules

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding. This would include:

Definition of the unit of bidding

Start Time and duration of the auction

Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration

Reserve Price (if specified)

Minimum & Maximum Bidding Quantity/value (if specified)

Price Increments and any reduction in the price increment in the auction in the event of inactivity

Other attributes (informational/non-negotiable in nature)

While it shall be the endeavor of the Service Provider to specify these rules at the earliest for each online bid, the Service Provider shall have the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online Bid. These details would be available to the bidders on the auction engine at the time of bidding.

Participation in the auction process presumes complete awareness and understanding of the bidding rules as provided on-line at the time of the auction.

Conduct of the Auction

Only those bidders who have been approved by the "Client" and/or have handed over stamped and manually Signed "SAIL-FA1 (General terms and conditions of Sale through Online Auction/Forward Auction (FA))", "General Rules & Regulations governing conduct of online forward auctions", Letter of Interest, Special Terms & Conditions of sale, if any and the necessary EMD amount to the service provider at least one day prior to start of online auction will be given User ID and Password to enable them to view and participate in the online auction. Letter of Interest, Special Terms & Conditions of sale, if any and the necessary EMD amount shall be submitted to the Branch Sales Office. However, a time of 5 working day shall be provided for in between the date of Online Auction Notice and the date of conduct of Online Forward Auction.

The auction shall be communicated and conducted on pre-specified date. The key terms pertaining to conduct of the auction such as Start Time, Duration, End Time and Auto Extension Facility shall be specified separately for each auction.

During the course of auction a facility will be provided to the bidder to ascertain whether his bid is the highest so that he can raise his bid if he/she so desires.

Service Provider reserves the right to cancel or reschedule the auction with the approval of competent authority on any of the following reasons:

1. The number of confirmed bidders is deemed insufficient to conduct the auction
2. Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
3. There are no bids accepted which are equal to or below any start Bid price.
4. Any other reasons which in the opinion of Service Provider/Client requires such action to be initiated.

The duration of the auction may also vary from the pre-specified period of time on account of termination of the auction by Service Provider.

- a) On the advice of the client or
- b) In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and/or the integrity of the auction process.

O R

Due to auto extension during the auction, the duration may increase from the specified period.

In the event of any problems being faced in the smooth conduct of the auction, Service Provider with the approval of competent authority shall have the right to undertake one or more of the following steps:

Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date

Cancellation of a bid

Lock/deactive a bidder's account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his best price to the Service Provider. Service Provider will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism. The best price communicated by the bidder will have to be by written confirmation or fax to the Service Provider and will be kept confidential between the Service Provider and the bidder. However, the bids received through online auction platform shall only be acceptable. The Bidder will be bound by the price offered.

Liability of Service Provider

Service Provider shall not be liable to the client/ bidders in the auction or any other person/s for:

- a) Any breach of contract by any of the parties in the fulfillment of the underlying contract
- b) Any delay in initiating the online auction or postponement/cancellation of the online auction proceedings due to any problem with the hardware/ software/ infrastructure facilities or any other shortcomings.

While, reasonable care and diligence is taken by Service Provider in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify Service Provider from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by Service Provider to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

Right of the Client

The Client reserves the right to partially or totally accept or reject any/all bids placed in the Online Auction without assigning any reason whatsoever, the decision of the client would be final and binding on the bidder in any such case.

Confidentiality Clause

Service Provider undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions with utmost trust and confidentiality.

Jurisdiction

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdiction over the Branch from where the material is made available / sold.

Signed in acceptance of the above terms & conditions

Date:

Place

Name

Designation of Signatory

Contact No. at the time of Auction

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>

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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