



सेल SAIL

## सेल डीलर्स की नियुक्ति

| महत्वपूर्ण   |          |
|--|----------|
| 1. आवेदन पत्र खरीदने/डाउनलोड करने की अंतिम तिथि  | 15.05.10 |
| 2. सम्पूर्ण आवेदन पत्र जमा करने की तिथि  | 31.05.10 |
| <p>अनुबंध – 'क' में संलग्न आवेदन पत्र सम्बद्ध शाखा विक्रय कार्यालय द्वारा बेचा जाएगा और सामान्य श्रेणी के आवेदकों के लिए मूल्य 500/- रू होगा । अ.जा./अ.ज.जा. तथा अन्य पिछड़े वर्ग के आवेदकों को 100/- रू मूल्य पर प्रति आवेदन पत्र बेचा जाएगा । आवेदन पत्र सेल वेबसाइट <a href="http://www.sail.co.in">www.sail.co.in</a> से भी डाउनलोड किया जा सकता है जिसके लिए आवेदन पत्र के साथ डिमाण्ड ड्राफ्ट के माध्यम से आवेदन पत्र के मूल्य का भुगतान करना होगा ।</p> |          |
| <p>आवेदन पत्र संलग्न अनुबंधों के साथ, जिसमें 'आवेदकों के लिए निर्देश' और 'नियम एवं शर्तें' हैं, के सभी पृष्ठों में विधिवत हस्ताक्षर करने के उपरांत करार के प्रारूप के रूप में आवेदक द्वारा प्रस्तुत किया जाने वाला सम्पूर्ण सेट होगा ।</p>   |          |
| <p>टिप्पणी : क्षेत्रवार जिलों/स्थानों की सूची निम्नलिखित है । आवेदन पत्र जिलों के सामने उल्लिखित विनिर्दिष्ट स्थानों के लिए आमंत्रित किये गये हैं । जहाँ कहीं स्थान विनिर्दिष्ट नहीं है वहाँ आवेदन पत्र जिला के लिए आमंत्रित किये गये हैं । आवेदकों से अनुरोध है कि वे विस्तृत विवरण के लिए संबंधित शाखा विक्रय कार्यालय से सम्पर्क करें ।</p>   |          |

## APPOINTMENT OF SAIL DEALERS

### IMPORTANT

|   |                 |
|---|-----------------|
| <b>1. THE LAST DATE FOR PURCHASE /<br/>DOWNLOAD OF APPLICATION FORMS.</b> | <b>15.05.10</b> |
| <b>2. THE LAST DATE FOR SUBMISSION OF<br/>COMPLETED FORMS.</b>            | <b>31.05.10</b> |

**APPLICATION FORMS ENCLOSED AS ANNEXURE – A WILL BE SOLD BY THE CONCERNED BRANCH SALES OFFICE AND WILL BE PRICED AT RS.500/- PER FORM FOR GENERAL CATEGORY OF APPLICANTS. APPLICATION FORMS TO SC/ST & OBC APPLICANTS WILL BE SOLD AT A COST OF RS.100/- PER FORM. THE APPLICATION FORM CAN ALSO BE DOWNLOADED FROM THE WEBSITE [www.sail.co.in](http://www.sail.co.in), IN WHICH CASE THE COST OF THE APPLICATION FORM SHALL BE PAID THROUGH DEMAND DRAFT AT THE TIME OF SUBMISSION OF THE APPLICATION.**

**THE APPLICATION FORM ALONG WITH ITS ANNEXURES CONTAINING, ‘INSTRUCTIONS TO APPLICANTS’ AND ‘TERMS & CONDITIONS’ IN THE FORM OF DRAFT AGREEMENT, AFTER DULY SIGNING EACH PAGE, WOULD CONSTITUTE THE TOTAL SET TO BE SUBMITTED BY THE APPLICANTS.**

**Note: *LIST OF REGIONWISE DISTRICT/ LOCATIONS ARE MENTIONED BELOW.* Applications are invited for specific locations mentioned against the districts. Wherever, locations are not specified, applications are invited for the district. Applicants are requested to contact the concerned Branch office for further details.**

## **SAIL DEALERSHIP SCHEME**

### **POLICY**

#### **1. OBJECTIVE:**

- a) To establish a wide distribution network for branded products of SAIL and to increase its reach.
- b) To promote and popularise SAIL products.
- c) To improve market share and NSR in the long run.

#### **2. PRODUCTS COVERED UNDER THIS SCHEME:**

- a) TMT bars & Light Structural (i.e. Flats, Light Structural and converted products of Light Structural - section/sizes within SAIL product range and /or outside it).
- b) GP Sheets & GC sheets
- c) Converted Products (Embossed with SAIL brand name) may also be supplied to SAIL Dealers. In addition, SAIL may also consider to supply a small quantity of **MS Wire Rods 5.5mm to 8mm/** HR/CR sheets (up to 50 tons max per month) within the overall agreed quantities.
- d) To allow delivery of GP/GC Sheets and TMT bars to SAIL Dealers on Sectional weight basis i.e. per piece basis.
- e) Upto 200 tonnes of Light Structural (i.e. Flats, Light Structural and converted products of Light Structural - section/sizes within SAIL product range and or outside it) can be given additionally per month ,as a main item alongwith TMTbars, GP Sheets & GC sheets, as monthly committed quantity to dealers(including existing dealers).

**Note:** In exceptional cases, SAIL may consider supply of GP sheets in coil form against specific request from the dealers. Whereas TMT in 8mm to 12mm sizes shall be supplied in straight length, wherever Dealers are willing, these sizes of TMT can be supplied in coil form also.

### **3A. PRICE AND COMMERCIAL BENEFITS:**

- a) SAIL materials will be delivered to the premises of the SAIL Dealer under the SAIL Dealership scheme at the monthly notified prices against payment in advance. SAIL Dealer may also be extended secured Interest Free Credit for 15 days on 120% of their original / enhanced Monthly and Annual commitments.

For extending secured credit beyond 15 days, the same shall be on interest bearing basis as permissible under Credit Policy. Consequently, dealer would be entitled to equivalent cash discount in lieu of 15 days Interest Free Credit component when sale to dealer are on cash and carry basis.

SAIL Dealers primarily marketing SAIL branded products shall be automatically extended secured Interest Free Credit/Cash discount in lieu for additional 15 days on 120% of their original/ enhanced Monthly and Annual commitments.

- b) SAIL shall fix a Maximum Recommended Retail Price (MRRP) exclusive of levies, duties, VAT/Sales Tax, octroi, which are to be added extra as applicable for the products to be sold by the SAIL Dealer.
- c) SAIL Dealers shall display the MRRP prominently at their premises. SAIL Dealers shall also be obliged to charge to their customers at prices within Maximum Recommended Retail Price.

**d) Consistency (cash) incentive:**

An incentive of Rs.100/Tonne on the quantity lifted shall be payable subject to the dealer successfully completing their monthly off-take. Successful completion of off-take would be considered subject to the shortfall in the quantity lifted being a maximum of (-) 2% of their monthly commitment. In the case, where the materials being delivered are in packets or coils (in as received condition from the SAIL plants), the incentive of Rs. 100/- per tonne shall be payable subject to the dealer successfully completing their monthly off-take within the maximum range of (-) 2% and (+) Two(2) tonnes of their monthly commitment .

In the event of a failure to complete their commitment during a month, such quantities can be made up over a calendar quarter. In the event that there is a shortfall in meeting the cumulative monthly commitment over a quarter, the above cash incentive will still be payable subject to the shortfall in off-take being maximum of (-)2% of their quarterly commitment and, in the case of packets or coils, the off-take being within the maximum range of (-) 2% and (+) Two(2) tonnes of their quarterly commitment.

In addition, subject to the dealer fulfilling their annual commitment (sum total of their monthly commitment) an additional incentive of Rs.50/Tonne will be payable on the quantity lifted during the financial year subject to the shortfall in off-take being maximum of (-)2% of their annual commitment and, in the case of packets or coils, the off-take being within the maximum range of (-) 2% and (+) Two(2) tonnes of their annual commitment.

During the financial year, since some dealers would be appointed during the course of the year, the fulfillment of the annual commitment shall be reckoned prorated to the months that their dealership has been in force.

The scheme is effective from 01.07.2007 or from the date of appointment of the Dealer for such Dealers who may have been appointed at a later date. For such Dealers, prorated calculations would be given effect to.

Dealers can lift up to 120% of their original / enhanced committed quantity on a monthly/quarterly/annual basis.

Dealership Incentives will be payable on successful completion of their original / enhanced Monthly and Annual commitments limited up to 120% of their original / enhanced committed quantity for each individual main product, irrespective of total commitment

The extant guidelines for making up failure to complete lifting of commitment during a month over the calendar quarter shall remain unchanged

Yearly incentive will be paid on actual quantity lifted subject to successful completion of yearly committed quantity but limited to 120% of their original /enhanced committed quantity for each individual main product, irrespective of total commitment

**e) No other Commission is payable under this scheme.**

### **3B. ANNUAL AWARD FOR DEALERS:**

**A dealer shall be evaluated for these award based on the criteria on fulfillment of annual commitment, improving brand image, consistent availability of product, adding new customers etc.**

**Top 15 dealers based on above evaluation in each Region shall be awarded at various levels as explained below.**

The top 5 awardees (i.e. 1<sup>st</sup> to 5<sup>th</sup>) in each Region shall be eligible for a trip (2 persons, all expenses paid) to a tourist destination within the country e.g. Goa, Kerala, J&K, etc for a maximum of 5 nights/6days. Thus, in all 20 dealers (40 nos.) shall be eligible for this award on an All India basis.

**The next 5 best dealers (i.e.6<sup>th</sup> to 10<sup>th</sup>) in each Region shall each be awarded with a Odessy Brand of Salem Steel Dinner set (for 6 persons).**

**The next 5 best dealers (i.e.11<sup>th</sup> to 15<sup>th</sup>) in each Region shall each be awarded with a Odessy Brand of Salem Steel Dinner set (for 4 persons)**

**The awards mentioned above shall be distributed in the Annual Dealers' Conference where awardees will be invited & felicitated. All expenses of traveling, Board & lodging would be paid to such Dealers.**

The calculation for the awards shall be on annual basis or from the date of appointment of the Dealer for such Dealers who may have been appointed at a later date in order to maintain parity.

#### **4. FINANCIAL ARRANGEMENTS TO BE MADE BY THE SAIL DEALER:**

- a) i) The SAIL Dealers under General category shall furnish Security Deposit @Rs.500/MT of agreed monthly off-take or restricted to Rs. 1 lakh, whichever is lower through DD/PO, payable at Branch locations, within 15 days of the date of letter of Intent for appointment issued to the dealer.
- a) ii) The SAIL dealer under General Category in backward districts, locations other than Branch location and towns other than district headquarters shall furnish Security Deposit @ Rs. 100/- per tonne of agreed monthly offtake or restricted to Rs. 1

lac which ever is lower through DD/ P.O payable at Branch location, within 15 days of the date of Letter of Intent for appointment issued to the dealer.

- b) Security Deposit need not be paid by the SAIL Dealers under SC/ST and OBC categories or for Partnership Firm/Companies where majority of Partners/Directors belong to SC/ST/OBC categories.
- c) No interest shall be payable on the security deposit. On request of SAIL Dealers, SAIL may consider further extension of time for payment of security deposit by 15 days at a time.

#### **5. AGREED OFF-TAKE:**

- a) The monthly off-take for SAIL Dealer will be generally restricted to 200 MT cumulative of TMT & GP/GC at any location. In addition to this, off take of Light Structurals would be restricted upto 200 tonnes per month.
- b) There shall be an agreed quantity to be lifted in a month for each product the SAIL Dealer may like to lift and the same shall be indicated in the LOI/ agreement drawn under the Scheme. The agreed quantity may vary for different locations/products.
- c) In case the SAIL Dealer fails to lift three times the monthly agreed quantity during a quarter, they shall make up the shortfall within the next calendar quarter. However, in case the failure in either quarter is due to SAIL's inability to supply the material, SAIL may consider waiver of such shortfalls.
- d) SAIL may consider interchange, enhancement and / or reduction in quantities of minimum agreed offtake between TMT Bar/ Coils and GP Sheets / Coils and GC Sheets upto 200 tonnes, subject to availability of materials.

- e) SAIL may also consider enhancement and / or reduction of the agreed offtake of Light Structuralis up to 200 tonnes, subject to availability of materials.

This shall be considered once in a year by the first week of May for requests received up to 30<sup>th</sup> April.

- f) The monthly commitments for SAIL Dealers primarily marketing SAIL branded products may be enhanced up to double the existing limits.

## **6. TENURE:**

The SAIL Dealer shall initially be appointed for a period of five years, with provision to review after two years. The contract will be extendable by one year at a time.

The extension after completion of contract period will be subject to satisfactory performance. Similarly on review, if performance is not found satisfactory, it may lead to termination.

## **7. TERMINATION CLAUSE:**

- a) Repeated failures (more than two quarters) in lifting the agreed quantity by the SAIL Dealer, for reasons not attributable to SAIL, shall render him liable for termination of his Dealership.

- b) SAIL can also terminate the arrangement at any time, by serving written/show-cause notice of 15 days on the SAIL Dealer after taking into account the following:

- i) Evaluated performance.
- ii) Adverse customer feedback.

- iii) Repeated complaints regarding sales of material outside his assigned jurisdiction.
- iv) Non compliance of MRRP
- v) Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL.

## **8. QUALITY COMPLAINTS:**

- a) It shall be the Dealer's responsibility to provide all the post sales service with regard to his customers including settlement of the quality complaints.
- b) SAIL will attend to the quality complaints only at Dealers premises. However, in exceptional circumstances, SAIL, at its discretion, may also attend to quality complaints at the premises of Dealer's customers.
- c) All quality complaints will be settled as per the quality complaint procedure of SAIL in vogue.

## **9. TERRITORIAL JURISDICTION:**

The Dealer is to cater to the small/tiny demands of user/consumers within the territorial jurisdiction assigned to the dealer by the Branch under whose jurisdiction the dealer operates. SAIL shall also have the right to appoint one or more Dealer in a district. SAIL shall, however, retain the right to sell directly within such jurisdiction.

## **10. MODALITIES OF PURCHASE:**

The dealers may purchase materials from the nominated SAIL Branch. Delivery shall be from stockyard/consignment agency yard/premises of conversion agent/ premises of de-coiling

agent/premises of service centers. The material shall be delivered to the premises/destination of SAIL dealers which shall include unloading activities and such delivery and unloading activities shall be free of cost to the dealer.

In case of a new appointment at a new destination, if transportation contract is not available, rebate of Rs. 200/- per tonne towards freight subsidy is approved for a period of maximum 30 days from signing of contract.

Free of cost transportation and unloading at Dealers premises/destination shall be restricted upto 120% of their original/enhanced monthly/ quarterly/ annual committed quantity.

The weight of quantity recorded at the Dealer premises/ destination shall be final. However, shortages up to 20 kg. per truck/ 30 kg. per trailer, (as permissible in the SAIL Road Transportation Contracts) on the weight of the quantity shipped at the Dealer premises / destination shall be accepted by the Dealer. For shortages beyond the permissible limit, the Dealer shall be refunded the amount on recovery from the transporter

**The SAIL dealer will affix board(s) indicating the maximum recommended retail price (MRRP) as applicable from time to time and as indicated by SAIL.**

## **11. MAINTENANCE OF STOCKS:**

The Dealer shall endeavor to maintain stocks of the relevant products so that SAIL material is available to small/tiny user/consumers on "Off-the-Shelf" basis. Therefore, he may schedule his purchases and place indents on SAIL as per SAIL's order booking and planning system in vogue to normally avoid any stock-out situation.

## **12. SALES PROMOTION:**

The Dealer may also undertake Sales promotion of SAIL products, which are being sold through him, subject to his promotional materials being cleared in advance by SAIL. All the Dealers will be required to display boards of uniform style/ colour as provided by SAIL. However, the maintenance and running expenditure in this regard will be borne by the Dealer. The SAIL Dealer may also use the caption "Dealer of SAIL" in his letterhead and advertisement material.

### **Promotional Incentive :**

**Dealers who take up promotional steps like Hoardings, Wall-paintings, Newspaper /Cable TV Advertisement directly shall be entitled for a reimbursement of a promotional incentive restricted to a maximum of Rs.100/- per ton of actual lifting in the financial year. Re-imbursement may be effected on a quarterly basis based on dealers self certification. It would be required for the display to depict SAIL logo (except for Cable TV ads) and that the advertiser is an authorized dealer of SAIL for the displayed products. In order to aggressively promote SAIL Brand image, the maximum rates at which the Promotional Activities shall be reimbursed within the maximum annual limits will be as under:**

**Each Hoarding – Up to Rs.25, 000/- per month (including cost of Printed Flex)**

**Each Wall Painting – Up to Rs.2000/- per annum**

**Each Newspaper/ Magazine Advertisement- Up to Rs.15000/-per insertion**

**Cable TV Advertisement- Up to Rs.3000/- per month**

**Bus Panel- Up to Rs.3000/- per month**

**Others - Up to Rs.8000/- per month.**

**Promotional incentives accrued for the quantity lifted during the particular calendar quarter is to be utilized for taking up promotional activities in the next quarter. In case the same is not utilized due to any reason the same will be treated as lapsed.**

For any other promotional initiative other than hoardings, wall paintings, Newspaper/Cable TV Advertisement not falling under the above classification, like gift items (Key Rings, Caps etc.) taken by the dealer, the same may be considered under “**Others**” Category.

**The eligibility for promotional incentive shall be from the date of appointment**

### **13. SYSTEM OF FEED-BACK:**

a) The Dealer shall be required to submit a monthly report on the performance to the concerned Branch as per the format given below: -

(Qty.in M/T)

| Sl<br>·<br>N<br>o | Plant | Category | Sales            |            | Stocks at<br>the month<br>end |
|-------------------|-------|----------|------------------|------------|-------------------------------|
|                   |       |          | For the<br>month | Cumulative |                               |
|                   |       |          |                  |            |                               |

b) In addition to (a) above, the Dealer will be required to furnish the list of customer(s) dealt with and quantity supplied to them, on a monthly basis to the concerned Branch.

#### **14. MODALITIES FOR OPERATION OF THE DEALERSHIP:**

- a) There will be no restriction on the Dealer about the number of products that he may like to deal in, within the list of products covered by the scheme.
- b) Depending upon the extent of responses, SAIL may decide about appointing a dealer to deal with one and/or more products.

#### **15. APPLICATION FORM:**

- a) Application forms enclosed as Annexure – A will be sold by the concerned Branch Sales Office and will be priced at Rs.500/- per form for general category of applicants. Application forms to SC/ST & OBC applicants will be sold at a cost of Rs.100/- per form. The application form can also be downloaded from the website [www.sail.co.in](http://www.sail.co.in), in which case the cost of the application form shall be paid through Demand Draft at the time of submission of the application.
- b) The Application Form along with its Annexures containing, 'Instructions to Applicants' and 'Terms & Conditions' in the form of draft agreement, after duly signing each page, would constitute the total set to be submitted by the applicants.

#### **16. GENERAL:**

- a) The Dealer appointed by SAIL will not deal with institutional customer/Industrial units/ Govt. Depts. / PSUs and Projects and not participate in any kind of tenders on behalf of SAIL without the prior approval of the concerned Branch of SAIL.
- b) The Dealer will be required to serve such requirements as would be communicated to him by SAIL.

- c) SAIL representative may inspect availability of materials at the premises of the Dealer from time to time.
- d) Applicants belonging in Scheduled Caste/Scheduled Tribe and OBC category will be accorded preference in appointment as a SAIL Dealer subject to their fulfilling the conditions and eligibility criteria and subject to their furnishing documentary evidence of belonging to SC/ST/OBC.
- e) On appointment, an agreement containing the various Terms and conditions will be signed between the SAIL Dealer and SAIL.
- f) While evaluating applicants for appointment of SAIL Dealer, suitable weightage may be given by SAIL to such applicants who intend to deal exclusively with SAIL products.
- g) As a minimum qualifying criteria, the applicant should possess an office/retail outlet besides a storage space of suitable capacity.

Enclosures:

Application Form – Annexure A.

Instruction to the Applicant – Annexure B.

Draft Agreement.

स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड  
STEEL AUTHORITY OF INDIA LIMITED  
शाखा विक्रय कार्यालय BRANCH SALES OFFICE\_\_\_\_\_

क्रम संख्या Sl.No: \_\_\_\_\_

**सेल डीलरशिप के लिए आवेदन पत्र Application Form for SAIL Dealership**

**मूल डेटा BASIC DATA:**

1. आवेदक/फर्म का नाम Name of the Applicant/Firm:

2. आवेदक का स्तर: व्यक्ति/फर्म Status of the Applicant: Individual/Firm:

3. क्या अनुसूचित जाति/अनुसूचित जनजाति/अन्य पिछड़ा वर्ग (एक व्यक्ति के मामले में) के हैं : हाँ / नहीं  
Whether belong to Scheduled Caste/Scheduled Tribe/ OBC (In case of an individual): YES/NO

नोट : अगर अनुसूचित जाति/अनुसूचित जनजाति/ अन्य पिछड़े वर्ग के हैं तो कृपया दस्तावेजी सबूत प्रस्तुत करें

Note: Please furnish documentary evidence if belong to SC/ST/OBC

4. संगठन का प्रकार (फर्म के मामले में) (स्वामित्व/साझेदारी/निजी लिमिटेड कंपनी/पब्लिक लिमिटेड कंपनी/सहकारी): Type of Organisation (in case of Firm) (Proprietary/Partnership/Private Ltd. Co. /Public Ltd. Co. /Co-operative):

5. पता Address:

6. सम्पर्क विवरण Contact details

a) टेलीफोन नं. Telephone No. :

b) फैक्स नं. FAX No. :

c) ई-मेल e-mail id :

7. सम्पर्क सूत्र Contact Person:

a) नाम Name:

b) पदनाम Designation:

c) साझेदार का विवरण/नाम और पता Details of Partners/ Name and Address

निदेशकगण Directors :

- 1.
- 2.
- 3.
- 4.
- 5.

(कृपया साझेदारी विलेख की प्रति/समझौता ज्ञापन और एसोसिएशन के अंतर्नियम और नवीनतम तुलन पत्र तथा लाभ एवं हानि व्यौरा के साथ कंपनी पंजीकरण का विवरण संलग्न करें) Please enclose copy of Partnership Deed/ Memorandum and Articles of Association and company registration details with latest Balance Sheet and P&L Statement)

8. विक्रय कर विवरण (अगर हो) Sales Tax Details (if any)

a. सी एस टी नं. एवं तिथि CST No. & Date:

एस एस टी नं./वैट पंजीकरण नं. एवं तिथि State ST No./ VAT Regn. No. & Date:

9. वित्तीय डेटा Financial Data:

a व्यवसाय की प्रकृति Nature of business (विनिर्माण Manufacturing/व्यापार Trading/ अन्य others – कृपया उल्लेख करें please specify)

b. उत्पाद का प्रकार Type of products handled (यदि व्यापार में हैं if in trading)

c. सालाना कारोबार Annual Turn-over (लाख रुपये में Rs.in Lacs):

|   | 2006-07 | 2007-08 | 2008-09 |
|---|---------|---------|---------|
| कुल विक्रय कारोबार Total sales turn-over                                |         |         |         |
| इस्पात उत्पादों के कारोबार Turnover for steel products, (अगर हो if any) |         |         |         |

d. कुल इक्विटी पूंजी या व्यवसाय में निवेश (यदि कोई हो): Total equity capital or investment in Business (if any): (लाख रुपये में Rs.in Lacs):

e. बैंकर का नाम, पता, टेलीफोन नं., ई-मेल पता Banker's name, address, Tel nos, Email address:

(बैंकर का संदर्भ संलग्न करें Banker's reference is to be enclosed)

f. सेल मे वर्तमान बकाया, यदि है Present outstanding, if any, with SAIL (लाख रुपये में Rs.in Lacs):

10. आधारभूत और सेवा सुविधाएं Infrastructure & Service Facilities:

a. कार्यालय/बिक्रय केन्द्र Office/Sales counter:

i) निजी/किराये का Own/Rented

ii) क्षेत्र वर्गफीट में Area in Sft.

iii) पता Address

b. वेयरहाउस Warehouse: आच्छादित/खुला क्षेत्र Covered Area /Open Area  
(प्रत्येक मामले में भंडारण क्षमता Storage capacity in each case)

i) निजी/किराये का Own/Rented

ii) क्षेत्र वर्गफीट में Area in Sft.

iii) पता Address

iv) भंडारण क्षमता Storage capacity (मि.ट. MT)

c. दूसरे शाखाओं का विवरण Details of other branches (अगर हो if any) (स्थान एवं पता  
Location & Address)

d. नियोजित व्यक्तियों की संख्या No.of people employed:

i) विक्रय/कार्यालय स्टाफ Sales/Office staff

ii) श्रमिक Labour

11. बाजार का डेटा Market Data:

वर्तमान व्यवसाय के दायरे में आनेवाले क्षेत्र/शहर Areas/Towns covered in existing  
business:

आवेदन का डेटा Application data:

a. सेल के उत्पादों का प्रतिमाह प्रस्तावित खरीदगी Proposed Offtake per Month of SAIL  
Product (मि.ट. में In MT)

i) जी पी शीट GP Sheet \_\_\_\_\_.

ii) जी सी शीट GC Sheet \_\_\_\_\_.

iii) टीएमटी बार TMT bars \_\_\_\_\_.

iv) हल्का स्ट्रक्चरल Light Structural \_\_\_\_\_.

b कोई और सूचना जो आप देना चाहें Any other information you wish to provide.

मेंने / हम (i) आवेदकों के लिए निर्देश (अनुबंध-I) और (ii) सेल के डीलरों की नियुक्ति के लिए समझौते का मसौदा (अनुबंध-II) में निर्दिष्ट नियम और शर्तों को पढ़ा है और उसपर अपनी/हमारी स्वीकृति देते हैं I/We have gone through the terms and conditions contained in (i) Instructions to Applicants (ANNEXURE-I) and (ii) Draft Agreement for appointment of SAIL's Dealers (Annexure-II) and accord my/our acceptance of the same.

में / हम घोषणा करता/करते हैं कि उपरोक्त जानकारी सत्य और सही है । मुझे/हमें पूरी तरह से पता है कि अगर कोई भी उपरोक्त जानकारी गलत पायी गई तो मुझे/हमें इस काम के लिए अयोग्य समझा जाएगा । I/We declare that the information given above is true and correct. I/We are fully aware that if any information given above is found to be incorrect, I/We would be disqualified for the work envisaged herein.

स्थान Place :

तिथि Date :

मोहर के साथ हस्ताक्षर Signature with Seal

(यह आवेदन पत्र है आवेदक (फर्म / कंपनी में एक कवर पत्र के साथ किया जाना चाहिए) पत्र सेल के उत्पादों के लिए ले सेल डीलरशिप में रुचि का संकेत सिर. This application form should be accompanied by a covering letter in the applicant's (firm/company) letter head indicating interest in taking up SAIL Dealership for SAIL products.)

## आवेदक को निर्देश INSTRUCTIONS TO THE APPLICANT

1. प्रस्तुत किये जानेवाले दस्तावेजों की सूची (केवल प्रतियां) : List of documents to be submitted (only copies):

- a. अनुसूचित जाति/अनुसूचित जनजाति/अन्य पिछड़ा वर्ग प्रमाण पत्र (यदि लागू हो) यदि व्यक्ति आवेदक है या साझेदारी फर्म में सहयोगी है या कंपनी के निदेशक (निदेशकगण) अनुसूचित जाति/अनुसूचित जनजाति/अन्य पिछड़ा वर्ग श्रेणियों से संबंधित हैं । SC/ST/OBC certificate (if applicable) in case the applicant is individual or Partner(s) of the Partnership firm or Director(s) of the Company are belong to SC/ST/OBC categories.
- b. साझेदारी विलेख की प्रति/समझौता ज्ञापन और एसोसिएशन के अंतर्नियम Partnership deed/Memorandum and Articles of Association.
- c. कंपनी का पंजीकरण दस्तावेज Company Registration documents.
- d. तुलन पत्र तथा लाभ एवं हानि व्यौरा Balance Sheet and P&L statement.
- e. बैंकों के संदर्भ Bankers reference

2. आवेदक दिये गये निर्देश और नियम व शर्तें ध्यान से पढ़ें और सेल डीलर के रूप में उनकी नियुक्ति के संचालक के नियमों और शर्तों को अपने आवेदन पत्र प्रस्तुत करने से पहले पूरी तरह से समझ लें । The Applicant should carefully go through the Instructions to Applicant and Terms & Conditions and fully understand the terms and conditions governing their appointment as SAIL's Dealer prior to submission of their application.

3. आवेदक को संबंधित शाखा प्रबंधक या उनके प्रतिनिधि से किसी भी कार्य दिवस पर पूर्व निर्धारित समय में अपने कार्य प्रचालन के बारे में जानकारी प्राप्त कर लेनी चाहिए । The Applicants should acquaint themselves about the operations to be done by them by meeting the concerned Branch Manager or his representative on any working day during working hours by prior appointment.

4. आवेदक को अपने कार्यस्थान और सेल के स्टॉकयार्ड/माल एजेंट यार्ड/रूपांतरण एजेंट परिसर से परिचित हो जाना चाहिए जहाँ आम तौर पर डीलरों को समझौते के आपरेशन के दौरान व्यापारियों के लिए सामग्री दी जाएगी । The applicant should familiarise themselves with the location and the working of the SAIL stockyard/Consignment agent yard/Conversion agent premises from where materials will normally be delivered to the dealers during the course of the operation of the agreement.

5. यह माना जाएगा कि आवेदक, आवेदन करते समय उसकी नियुक्ति को नियंत्रित करनेवाले नियमों और शर्तों को पूरी तरह से समझ लेगा होगा और अपने आवेदन पत्र को निविदा करते समय हमारे शाखा और स्टॉकयार्ड के स्थान के साथ स्वयं को परिचित कर लेगा । The Applicant, by the very act of applying, will be deemed to have fully understood the terms and conditions governing their appointment as also familiarised themselves with the location of our Branch and Stockyard at the time of tendering their applications.

6. उक्त प्रयोजन के लिए दिये गये फार्म के अनुसार आवेदक द्वारा अपेक्षित विवरण भरना है जिसमें दस्तावेजी सबूत के साथ आवश्यकतानुसार स्पष्ट रूप से उल्लेख करना होगा । Details required to be filled in by the Applicant as per the form given for the purpose should be clearly indicated along with the documentary proof wherever applicable/ possible.

7. सभी प्रकार से परिपूर्ण आवेदन पत्र प्रस्तुत करना होगा जो संबंधित शाखा विक्रय कार्यालय के शाखा प्रबंधक को प्रेस विज्ञापन में निर्दिष्ट तिथि एवं नियत समय के अंदर पहुंचना चाहिए । निर्दिष्ट तिथि एवं समय के बाद आवेदन पत्र स्वीकार नहीं किया जाएगा । The Application Form completed in all respect will be submitted so as to reach the Branch Manager of the concerned Branch Sales Office within the due time and the date mentioned in the Press Advertisement. No application shall be accepted beyond the specified time and date.

8. अपेक्षित दस्तावेजों के बगैर अपूर्ण आवेदन पत्र, अपर्याप्त जानकारी और किसी भी शर्त (शर्तों) के साथ दिये गये आवेदन पत्रों को सरसरी तौर पर खारिज कर दिया जाएगा । आवेदन जमा करने की तिथि से 60 दिनों की अवधि तक स्वीकृति के लिए मान्य रहेंगा । Incomplete applications not accompanied by the required documents, applications with insufficient information and applications with any counter condition(s) are liable to be summarily rejected. The application shall remain valid for acceptance up to a period of 60 days from the date of submission.

9. आवेदन पत्रों को आम तौर पर निम्नलिखित मानकों के आधार पर मूल्यांकन किया जाएगा :

- क) आधारभूत सुविधाएं
- ख) वित्तीय स्थायीत्व
- ग) बाजार में छवि

घ) कोई अन्य मापदंड जो आवेदन का मूल्यांकन करते समय कंपनी के विचार में ध्यान में रखना आवश्यक हो ।

Application will be evaluated generally on the basis of the following parameters:

- a) Infrastructure facilities
- b) Financial Standing
- c) Market reputation.
- d) Any other criteria which the Company considers necessary to take into account while evaluating the application.

10. एक न्यूनतम पात्रता मानदंड के रूप में, आवेदक के पास एक कार्यालय/खुदरा दुकान के अलावा उचित क्षमता का भंडारण का स्थान होना चाहिए ।

As a minimum qualifying criteria, the applicant should possess an office/retail outlet besides a storage space of suitable capacity.

11. यदि आवश्यक हो तो, आवेदक को अपने आधारभूत सुविधाओं का सेल टीम के निरीक्षण के लिए तैयार रखना चाहिए । ऐसे निरीक्षण के दौरान अपने आवेदन पत्र में किए गए बयान के सबूत के तौर पर सभी प्रासंगिक दस्तावेज आदि भी सेल टीम की संतुष्टि के लिए तैयार रखना चाहिए ।

Applicant should be prepared to offer his infrastructure facilities for inspection of SAIL team, if necessary. During such inspection all the relevant documents etc. substantiating the statements made in his application should also be produced to the SAIL team's satisfaction.

12. कंपनी का मूल्यांकन अंतिम और बाध्यकारी होगा । कंपनी सभी आवेदन (ओं) को स्वीकार करने या कोई भी कारण निर्दिष्ट किये बिना अस्वीकार करने का अधिकार सुरक्षित रखती है । Assessment of the Company shall be final and binding. Company reserves the right to accept or reject any or all the application (s) without assigning any reasons whatsoever.

13. सेल डीलर के रूप में नियुक्ति के लिए आवेदकों का मूल्यांकन करते समय सेल द्वारा ऐसे आवेदकों को उचित महत्व दिया जाएगा जो केवल सेल के उत्पादों का व्यवसाय करने का इरादा रखते हैं । While evaluating applicants for appointment as SAIL dealer, suitable weightage may be given by SAIL to such applicants who intend to deal exclusively with SAIL products.

## **DRAFT AGREEMENT**

This Agreement is made on this \_\_\_\_day of 2010 BETWEEN Steel Authority of India Limited, a Govt. Company registered under the Companies Act, 1956 having its registered office at Ispat Bhavan, Lodi Road, New Delhi-110003 and also having one of its units known as the Central Marketing Organization (CMO) having its office at 40, Jawaharlal Nehru Road, Kolkata-700071 and the Branch Sales Office at \_\_\_\_ hereinafter referred to as the "the Company" (which expression shall mean and include its successors and assigns) of the ONE PART : **AND .....** (**name of the applicant firm**) a Firm/Company having its principal place of business/Registered Office at\_\_\_\_hereinafter referred to as "the SAIL's Dealer" (which expression shall mean and include his/their heirs, executors, administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

WHEREAS the Company is desirous to appoint its Dealers at various locations and accordingly invited Applications from the various prospective parties through press advertisement published in newspapers; AND WHEREAS pursuant to such press advertisement,(Name of the Dealer) have applied for appointment as SAIL's dealer vide Application Form dated enclosing therewith the terms and conditions for appointment as SAIL's Dealer at (location) duly signed by them as a token of acceptance of such terms and conditions; AND WHEREAS the Company after scrutiny has been pleased to appoint M/s \_\_\_\_\_as SAIL's Dealer at (location) on the terms and conditions set out hereunder :

**NOW, THIS AGREEMENT WITNESSETH AS UNDER:**

**1. Definition:**

The following words and expressions used in this Agreement shall have the meaning assigned to them except where the context otherwise requires: a) The "Company" shall mean Steel Authority

of India Limited (SAIL) having its Registered Office at ISPAT BHAVAN, Lodi Road, New Delhi - 110 003 and also having one of its units known as Central Marketing Organisation (CMO) at 40, Jawaharlal Nehru Road, Calcutta-700071 and its Branch Sales Office at (Name & Address of the Branch to be specified). b) SAIL's Dealer shall mean the successful applicant who shall store, sell and deliver steel materials as authorised by the Company and also to render such services to the customer(s) as per the instructions of the Company from time to time. c) The Plants shall mean the Company's Steel Plants at Bhilai, Bokaro, Durgapur, Rourkela and Burnpur. d) The Stockyard shall mean the premises from where the iron and steel material will be delivered to the SAIL's DEALER. e) 'Excepted matters' are those for which the decision of the Company is final as per the conditions contained herein.

## 2. Products Covered:

The Company shall sell to the SAIL's Dealer GP Sheets, GC Sheets, TMT Bars, Light Structural (whichever is applicable). The Company shall, however, have the liberty to include any of the product categories/sizes within the production range of the Company, any time during the tenure of this Agreement by mutual consent. Supply of small quantity of other items like **MS Wire Rods 5.5mm to 8mm** and HR/CR Sheets(up to 50 max per month) can be done within the overall agreed quantities. In exceptional cases, SAIL may consider supply of GP sheets in coil form against specific request from the dealers. Whereas TMT in 8mm to 12mm sizes shall be supplied in straight length, wherever Dealers are willing, these sizes of TMT can be supplied in coil form also.

## 3. Agreed Monthly Offtake:

A monthly agreed off-take quantity as given in the Letter of Intent for appointment of the Company bearing no. \_\_\_\_\_ dated \_\_\_\_\_ shall be lifted by the SAIL's Dealer.

The monthly-agreed quantity as indicated in the LOI is reproduced below as under:

GP/ GC Sheets  
TMT Bars  
Light Structural

SAIL may consider interchange, enhancement and / or reduction in quantities of minimum agreed offtake between TMT Bar/ Coils and GP Sheets / Coils and GC Sheets upto 200 tonnes, subject to availability of materials.

SAIL may also consider enhancement and / or reduction of the agreed offtake of Light Structural up to 200 tonnes, subject to availability of materials.

This shall be considered once in a year by the first week of May for requests received up to 30<sup>th</sup> April.

The monthly-agreed offtake or the quantity modified by mutual consent between the Company and the SAIL's Dealer shall be purchased every month.

SAIL may consider enhancement of agreed off-take in case of satisfactory performance of dealers. This will be subject to mutual agreement between SAIL and dealers and availability of materials for which enhancement of agreement off-take is asked for.

#### 4.Maintenance of Stock:

The SAIL's Dealer is expected to maintain stocks of the concerned products during the entire tenure of this Agreement so that the materials can be purchased by their customer(s)/consumer(s) on "Off-the-Shelf" basis and should accordingly plan his/their purchase and place indent on the Company as per the Order

Booking and Planning System in vogue to avoid any stock-out situation.

#### 5. Delivery of Materials:

**The Company shall deliver the material free of costs towards transportation and unloading activities costs at dealers premises/destination from the nearest stockyard/consignment agent's yard/ premises of conversion agent/premises of de-coiling agent/premises of service centers. However, such transportation free of cost to the dealer will be restricted to the agreed monthly off-take only. The weight recorded at the destination shall be final.**

In case of a new appointment at a new destination, if transportation contract is not available, rebate of Rs. 200/- per tonne towards freight subsidy is approved for a period of maximum 30 days from signing of contract.

Free of cost transportation and unloading at Dealer premises/destination shall be restricted up to 120% of their original/enhanced monthly/quarterly/annual committed quantity.

The weight of quantity recorded at the Dealer premises/ destination shall be final. However, shortages up to 20 kg. per truck/ 30 kg. per trailer, (as permissible in the SAIL Road Transportation Contracts) on the weight of the quantity shipped at the Dealer premises / destination shall be accepted by the Dealer. For shortages beyond the permissible limit, the Dealer shall be refunded the amount on recovery from the transporter.

## 6. Price:

(A) The price(s) chargeable for the materials to be delivered to SAIL Dealer shall be ex-stockyard price(s) as may be decided from time to time inclusive of Excise Duty element, sales tax/ VAT, octroi, and any other levies etc. as applicable on the date of delivery in case of sales through stockyard(s).

### **(B) Consistency (cash) incentive:**

An incentive of Rs.100/Tonne on the quantity lifted shall be payable subject to the dealer successfully completing their monthly off-take. Successful completion of off-take would be considered subject to the shortfall in the quantity lifted being a maximum of (-) 2% of their monthly commitment. In the case, where the materials being delivered are in packets or coils (in as received condition from the SAIL plants), the incentive of Rs. 100/- per tonne shall be payable subject to the dealer successfully completing their monthly off-take within the maximum range of (-) 2% and (+) Two(2) tonnes of their monthly commitment .

In the event of a failure to complete their commitment during a month, such quantities can be made up over a calendar quarter. In the event that there is a shortfall in meeting the cumulative monthly commitment over a quarter, the above cash incentive will still be payable subject to the shortfall in off-take being maximum of (-)2% of their quarterly commitment and, in the case of packets or coils, the off-take being within the maximum range of (-) 2% and (+) Two(2) tonnes of their quarterly commitment.

In addition, subject to the dealer fulfilling their annual commitment (sum total of their monthly commitment) an additional incentive of Rs.50/Tonne will be payable on the quantity lifted during the financial year subject to the shortfall in off-take being maximum of (-)2% of their annual commitment

and, in the case of packets or coils, the off-take being within the maximum range of **(-) 2% and (+) Two(2) tonnes** of their annual commitment.

During the financial year, since some dealers would be appointed during the course of the year, the fulfillment of the annual commitment shall be reckoned prorated to the months that their dealership has been in force.

The scheme is effective from 01.07.2007 or from the date of appointment of the Dealer for such Dealers who may have been appointed at a later date. For such Dealers, prorated calculations would be given effect to.

Dealers can lift up to 120% of their original / enhanced committed quantity on a monthly/quarterly/annual basis.

Dealership Incentives will be payable on successful completion of their original / enhanced Monthly and Annual commitments limited up to 120% of their original / enhanced committed quantity for each individual main product, irrespective of total commitment

The extant guidelines for making up failure to complete lifting of commitment during a month over the calendar quarter shall remain unchanged

Yearly incentive will be paid on actual quantity lifted subject to successful completion of yearly committed quantity but limited to 120% of their original /enhanced committed quantity for each individual main product, irrespective of total commitment

## 7. Sales Tax/ VAT and Other Levies:

All taxes or levies on sale by the Central Govt. /State Govt. /Statutory Bodies/Municipal Authorities etc. as applicable shall be borne and paid by the SAIL's Dealer.

## 8. Financial Arrangement:

The security deposit of Rs.500 (Rupees Five Hundred) per ton of the agreed monthly off-take or restricted to Rs.1lakh, whichever is lower, paid for by the SAIL Dealer under general category, on which no interest is payable, shall stand forfeited in the eventuality of termination of the dealership on grounds mentioned at para 17 below and also on account of repeated failures in lifting the minimum agreed quantity or for failure to pay for the price and interest of the goods sold to him/them.

The SAIL dealer under General Category in backward districts, locations other than Branch location and towns other than district headquarters shall furnish Security Deposit @ Rs. 100/- per tonne of agreed monthly offtake or restricted to Rs. 1 lac which ever is lower through DD/ P.O payable at Branch location, within 15 days of the date of Letter of Intent for appointment issued to the dealer.

(Note for Branches: Wherever SC/ST & OBC applicants have been allowed by the extant guidelines for non payment of security deposit, clause 8 above may be omitted in those agreements and the subsequent clauses renumbered.)

## 9. Modalities of Purchase:

The SAIL Dealer shall purchase materials from the nominated Branch/stockyards at his/their cost/expenses and risk on advance payment basis against the offer of the branch concerned.

SAIL Dealer can avail of 15 days interest free secured credit or equivalent cash discount in lieu of credit, when sale is on cash and carry basis.

SAIL Dealer may also be extended secured Interest Free Credit for 15 days on 120% of their original / enhanced Monthly and Annual commitments or equivalent cash discount in lieu of credit, when sale is on cash and carry basis.

SAIL Dealers primarily marketing SAIL branded products shall be automatically extended secured Interest Free Credit/ Cash discount in lieu for additional 15 days on 120% of their original/ enhanced Monthly and Annual commitments

10. Terms & Conditions for sale of materials to consumer(s)/ customer(s) by SAIL's Dealer:

10.1 Price:

The SAIL Dealer shall be intimated from time to time about the Maximum Recommended Retail Price (MRRP) for SAIL materials to be sold by the Dealers. SAIL Dealers shall display the MRRP prominently at their premises. SAIL Dealers shall also be obliged to charge to their customers at prices within Maximum Recommended Retail Price

10.2 Delivery by SAIL Dealers to their Customers:

The SAIL's Dealer shall deliver the material free of costs towards transportation to the premises/ site of his/their customer(s)/ consumer(s) within Municipal limits/ a radius of 50 km from their yard. For this the Company will make additional payment of Rs200/- to the Dealer and The dealers' margin is as under:

| <b>Item</b>  | <b>Dealers' margin (Rs. / MT)</b> |
|--------------|-----------------------------------|
| TMT          | 1200                              |
| GP/GC Sheets | 1700                              |
| Other items  | 1200                              |

### 10.3 Sales Tax and other levies:

In case the customer(s)/consumer(s) claim(s) any exemption or concession for payment of Sales Tax, he/they shall submit the requisite form to SAIL's Dealer, who will be under obligation to pass the concessions to his/their customer(s)/ consumer(s) and claim from the Sales Tax Authorities, the refund of Sales Tax and other levies paid to the Company and the Company shall not take any responsibility for refund of such tax/levy on the authorities concerned.

### 11. Territorial Coverage:

The SAIL's Dealer shall serve the requirement of the customer(s)/consumer(s) within the territorial jurisdiction for which he/they is/are appointed.

### 12. Storage of Material pending delivery:

The SAIL Dealer shall take necessary care in respect of the materials during storage pending delivery or during delivery regarding the quality and specifications of the materials and the company will not be responsible in this regard.

### 13. Inspection:

Company shall have the right and liberty to inspect the Dealers premises at any time during the validity of the agreement and the Dealer shall extend all facilities for such inspection and will have

to produce such records and /or documents as may be asked by the Company's representative for verification.

#### 14. Settlement of Quality Complaints:

a) It shall be the responsibility of the Dealer to provide all the post sales service with regard to his customer(s) including settlement of the quality complaints.

b) SAIL will attend to the quality complaints only at the Dealer's premises. However, in exceptional circumstances, SAIL at its discretion may also attend to quality complaints at the premises of the Dealer's customer(s).

c) All Quality complaints will be settled, as per the quality complaint procedure of the company in vogue and the decision of the Company's executive shall be final and binding in respect of quality complaints.

#### 15. Test Certificates:

The SAIL Dealer shall provide their customer(s)/consumer(s) with the test certificate(s) as and when demanded by him/them.

#### 16. Validity period of the Agreement:

The Agreement shall be valid for a period of five years from the date of this Agreement, which can be extended, by one year at a time on the same terms and conditions subject to the satisfactory performance of the SAIL's dealers. During tenure of five years there will be provision for review after two years. On review, if performance is not found satisfactory, it may lead to termination of dealership. As regards, the unsatisfactory performance, the decision of the company shall be final and binding upon the SAIL's dealers.

## 17. Termination of the Agreement:

This Agreement can be terminated by the Company by serving written notice of 15 days on the following grounds:

- a) Repeated failures ( more than two quarters ) in lifting the agreed quantity, for reasons not attributable to SAIL
- b) Non-performance/Unsatisfactory Performance
- c) Adverse Customer feedback
- d) Repeated complaints regarding sale of material outside his assigned jurisdiction
- e) Non compliance of MRRP
- f) Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL.

## 18. Sales Promotion:

The SAIL's Dealer shall undertake sales promotion of the Company's products, which are being sold through him/them, subject to advance clearance from the Company. He/they may use the caption "Dealer of Steel Authority of India Limited" in their letterheads and signboards. The Dealer will also be required to display Sign Boards of a uniform style/colour as specified by the Company.

The promotional incentives accrued for the quantity lifted during the particular calendar quarter is to be utilized for taking up promotional activities in the next quarter. In case the same is not utilized due to any reason the same will be treated as lapsed

### **Promotional Incentive:**

**Dealers who take up promotional steps like Hoardings, Wall-paintings, Newspaper /Cable TV Advertisement directly shall be entitled for a reimbursement of a promotional incentive**

restricted to a maximum of Rs.100/- per ton of actual lifting in the financial year. Re-imburement may be effected on a quarterly basis based on dealers self certification. It would be required for the display to depict SAIL logo (except for Cable TV ads) and that the advertiser is an authorized dealer of SAIL for the displayed products. In order to aggressively promote SAIL Brand image, the maximum rates at which the Promotional Activities shall be reimbursed within the maximum annual limits will be as under:

**Each Hoarding – Up to Rs.25, 000/- per month (including cost of Printed Flex)**

**Each Wall Painting – Up to Rs.2000/- per annum**

**Each Newspaper/ Magazine Advertisement- Up to Rs.15000/- per insertion**

**Cable TV Advertisement- Up to Rs.3000/- per month**

**Bus Panel- Up to Rs.3000/- per month**

**Others - Up to Rs.8000/- per month**

For any other promotional initiative other than hoardings, wall paintings, Newspaper/Cable TV Advertisement not falling under the above classification, like gift items (Key Rings, Caps etc.) taken by the dealer, the same may be considered under “**Others**” Category.

**The eligibility for promotional incentive shall be from the date of appointment.**

The dealer shall be eligible for promotional incentive shall be from the date of appointment.

#### 19. System of Feed-back:

a) The Dealer shall be required to submit a monthly report as per the format given below: -

(Qty.in M/T)

| Sl. | Plant | Category | Sales | Stocks at the |
|-----|-------|----------|-------|---------------|
|-----|-------|----------|-------|---------------|

| No |  |  | For the month | Cumulative | month end |
|----|--|--|---------------|------------|-----------|
|    |  |  |               |            |           |

b) In addition, the Dealer will be required to furnish the list of customers dealt with and the quantity supplied to them on a monthly basis. These reports should be sent on a monthly basis to the concerned Branch Manager.

## 20. General:

The Company shall have the absolute liberty to sell to any of its customer(s) located in the territorial jurisdiction of the SAIL's Dealer. The Company shall have the absolute liberty to appoint more than one Dealer or to undertake any other activity to enhance its market share and image. SAIL's Dealer shall be required to serve such demands/requirements as would be communicated to him/them by the Company from time to time. The Dealer will not deal with industrial units/institutional customer/Govt. Deptts./PSUs and Projects or should not participate in any kind of tenders without the prior approval of the concerned Branch Manager of SAIL.

## 21. Resolution of Disputes:

21.1 In the event of any dispute/difference whatsoever arising between the parties relating to or arising out of the contract; the parties shall endeavour to resolve such dispute through conciliation as per provisions of the SCOPE Forum of Conciliation Rules - 2003.

### 21.2 Conciliation:

‘Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled first by

conciliation in accordance with the Rules of Conciliation of SCOPE and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.’

**Arbitration:**

In the event the dispute/difference is not resolved through conciliation as per the provisions of clause 21.1 and 21.2 above, either party may upon giving notice to the other party refer the dispute to Arbitration under the SCOPE Forum of Arbitration Rules – 2003.

‘Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the ‘SCOPE’ and the award made in pursuance thereof shall be final and binding on the parties.’ Excepted matter as per the contract shall not be the subject matter of Conciliation/ Arbitration.

The venue of the Arbitration shall be at \_\_\_\_\_.  
The Court at \_\_\_\_\_ shall have jurisdiction over all matter of dispute. Work/supply under the contract shall be continued by the Contractor/Supplier under the contract and pending Conciliation/Arbitration proceedings and recourse to Conciliation/Arbitration shall not be bar to continue with the work/supply.

IN WITNESS WHEREOF the parties hereto have set out their hands on the day, month and year above written.

Signed and Delivered on behalf

of the within named Steel  
Authority of India Limited  
through \_\_\_\_\_ in  
presence of :

COMPANY

WITNESS :

- 1.
- 2.

Signed and Delivered on behalf  
of the within named \_\_\_\_\_  
\_\_\_\_\_  
through \_\_\_\_\_ in  
presence of :

SAIL's DEALER

WITNESS :

- 1.
- 2.

| <b>SOUTHERN REGION</b> |                  |   |
|------------------------|------------------|---|
| <b>SL. NO.</b>         | <b>BRANCH</b>    | <b>DISTRICTS(LOCATIONS)</b>                     |
| <b>1.</b>              | <b>HYDERABAD</b> | <b>RANGA REDDY(NAGOLE,<br/>NACHARAM, UPPAL)</b> |
| <b>2</b>               | <b>Bangalore</b> | <b>Dakshin Kannada (Bantwal)</b>                |