

सेल-आर डी एस के तहत ग्रामीण डीलर्स की नियुक्ति

महत्वपूर्ण	
1. आवेदन पत्र खरीदने/डाउनलोड करने की अंतिम तिथि	25.01.2012
2. सम्पूर्ण आवेदन पत्र जमा करने की तिथि	04.02.2012
<p>अनुबंध -'क' में संलग्न आवेदन पत्र सम्बद्ध शाखा विक्रय कार्यालय में उपलब्ध होगा । आवेदन पत्र सेल वेबसाइट www.sail.co.in से भी डाउनलोड किया जा सकता है।</p>	
<p>आवेदन पत्र संलग्न अनुबंधों के साथ, जिसमें 'आवेदकों के लिए निर्देश' और 'करार का प्रारूप' हैं, इनके सभी पृष्ठों में विधिवत हस्ताक्षर करने के उपरांत (सम्पूर्ण सेट होगा) आवेदक द्वारा प्रस्तुत किया जाए ।</p>	
<p>टिप्पणी : क्षेत्रवार जिलों/स्थानों की सूची निम्नलिखित है । आवेदन पत्र जिलों के सामने उल्लिखित विनिर्दिष्ट स्थानों के लिए (ब्लॉक/ तालुक) आमंत्रित किये गये हैं । इस सूची में जो स्थान विनिर्दिष्ट नहीं है वहां के लिए किये गये आवेदन पत्रों को रद्द कर दिया जाएगा । आवेदक कृपया विस्तृत विवरण के लिए सम्बद्ध शाखा विक्रय कार्यालय से सम्पर्क करें ।</p>	

APPOINTMENT OF RURAL DEALERS
under SAIL RDS

<u>IMPORTANT</u>	
1. THE LAST DATE FOR PURCHASE / DOWNLOAD OF APPLICATION FORMS.	25-01-2012
2. THE LAST DATE FOR SUBMISSION OF COMPLETED FORMS.	04-02-2012
APPLICATION FORMS ENCLOSED AS ANNEXURE – A WILL BE AVAILABLE AT THE CONCERNED BRANCH SALES OFFICE. THE APPLICATION FORM CAN ALSO BE DOWNLOADED FROM THE WEBSITE www.sail.co.in.	
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: <i>LIST OF REGIONWISE DISTRICT/ LOCATIONS ARE MENTIONED BELOW.</i> Applications are invited for specific locations (Blocks/Taluks) mentioned against the districts. Applications for locations not mentioned in the list will be rejected. Applicants are requested to contact the concerned Branch office for further details.	

SAIL RURAL DEALERSHIP SCHEME (SAIL - RDS)

1. SCOPE:

The scheme will be known as SAIL Rural Dealership Scheme (SAIL - RDS) and will be open for everyone in Talukas / Blocks / Panchayats. SAIL Consignment Agents / Handling Contractors / Transporters / Decoiling Agents / Conversion & Wetleasing Agents will not be considered for appointment under the Scheme.

Existing SAIL dealers located in the metros, cities, towns and district headquarters will also not be eligible under the Scheme.

2. PREFERENCE FOR SC/ST/OBC:

SC/ST/OBC applicants will be given preference in appointment as SAIL Rural Dealers.

3. PRODUCTS COVERED UNDER THE SCHEME:

TMT Bars
GP Sheets and GC Sheets
Light Structurals (i.e. Flats, Light Structural)
Small quantities of Wire Rods, HR/CR Sheets (up to 10 tons max per month)

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

4. PRICE & COMMERCIAL BENEFITS:

- a) SAIL materials will be delivered to the premises of the SAIL Rural Dealers under the SAIL Rural Dealership Scheme at the monthly notified prices against payment.
- b) SAIL rural dealer may also be extended secured interest free credit for 30 days on the quantities lifted during the months. Consequently, dealer would be entitled to equivalent cash discount in lieu of 30 days interest

free credit component when sale to rural dealer is on the cash and carry basis.

- c) 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 rural Dealer. (MRRP will be fixed taking into account dealer margin of Rs.1200/- for TMT and Light Structural and Rs. 1700/- for GP/GC).
- d) SAIL Rural Dealers shall display the MRRP prominently at their premises. SAIL rural Dealers shall also be obliged to charge to their customers at prices within Maximum Recommended Retail Price.

5 INCENTIVE:

An incentive of Rs. 200/- per tonne on the quantity lifted shall be payable to SAIL Rural Dealer on a monthly basis. No other commission is payable under the Scheme.

6. FINANCIAL ARRANGEMENTS

SAIL Rural Dealers will not be required to submit any Security Deposit

7. AGREED OFFTAKE / COMMITMENT:

The rural dealers at the time of application would indicate their monthly quantities intended to be lifted by them. This quantity would, however, not be considered as a commitment and the dealers will be allowed to lift any quantity on month to month basis up to a maximum limit of 100 MT a month (for all items put together) subject to availability.

8. TENURE:

SAIL Rural Dealers shall be appointed for a period of 5 years with a provision to review after 2 years. On review, if performance is not found satisfactory it may lead to termination of Dealership.

The extension after completion of contract period i.e. 5 years will be one year at a time subject to satisfactory performance.

9. QUALITY COMPLAINTS:

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.

- a) SAIL will attend to the quality complaints only at dealer's premises. However, in exceptional circumstances, SAIL, at its discretion may also attend to quality complaints at the premises of dealer's customers.
- b) All quality complaints will be settled as per the quality complaint procedure of SAIL in vogue.

10. TERRITORIAL JURISDICTION:

The dealer is to cater to the small / tiny demands of user / consumers within the territorial jurisdiction assigned to the dealers by the Branch under whose jurisdiction the dealer operates. SAIL shall also have the right to appoint more than one dealer in a Taluka/ Block/ Panchayat. SAIL shall also retain the right to sell directly within such jurisdiction.

11. 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 decoiling agent / premises of service centres. 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.

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 on the weight of the quantity shipped at the dealer premises / destination shall be accepted by the dealers. 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.

12. SALES PROMOTION:

SAIL will provide free of cost Display Board, MRRP Display Board, Dealership Certificate and Product Literature to the Rural Dealers for Sales Promotion.

The Rural 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. The SAIL dealer may also use the caption “Rural Dealer of SAIL” in his letterhead and advertisement material.

13. PROMOTIONAL INCENTIVE:

Dealers who take up promotional steps like Hoardings, Wall paintings, Newspapers/Cable TV Advertisement directly shall be entitled for a reimbursement of a promotional incentive restricted to a maximum of Rs. 200/- per ton of actual lifting in the financial year. Reimbursement 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 a Rural Dealer of SAIL for the displayed products.

14. APPOINTMENT:

Applications will be invited from interested parties located in Blocks/ Talukas/ Panchayat levels of districts covered under open advertisement issued in local newspaper and SAIL Website from time to time. Interested parties can apply against such advertisements. The Application Forms will be available at SAIL Branch Office or can be downloaded from Website free of cost.

15. GENERAL:

- a) The dealer appointed by SAIL will not deal with Institutional customer/Industrial units / Govt. Deptt. / 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) Applicants belonging in SC/ST and OBC categories 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.
- d) On appointment, an agreement containing the various terms and conditions will be signed between the SAIL Rural Dealer and SAIL.
- e) SAIL shall retain the right to review and revise the Incentive(s), Commercial Benefit(s), other Term(s) etc. of the Scheme, from time to time, depending on the requirements of SAIL.

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स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड
STEEL AUTHORITY OF INDIA LIMITED

शाखा विक्रय कार्यालय BRANCH SALES OFFICE _____

क्रम संख्या Sl.No: _____

सेल ग्रामीण डीलरशिप के लिए आवेदन पत्र
Application Form for SAIL Rural 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) मोबाइल नं./Mobile No.
d) 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):

	2009-10	2010-11	2011-12 (April-Sept11)
कुल विक्रय कारोबार Total sales turn-over			
इस्पात उत्पादों के कारोबार Turnover for steel			

products, (अगर हो if any)			
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d. कुल इक्विटी पूंजी या व्यवसाय में निवेश (यदि कोई हो): Total equity capital or investment in Business (if any): (लाख रूपये 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 रूपये 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)

v) माप-तौल की सुविधा weighing facility : (कांटा scale _____ t, वजन-घर weighbridge _____ t)

vi) हैंडलिंग उपकरण/handling equipments :

vi i) परिवहन सुविधा/transporting facility :

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.

मैंने/हम (i) आवेदकों के लिए निर्देश (अनुबंध-I) और (ii) सेल ग्रामीण 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। सभी कागजात/संलग्नक एवं अनुबंध करार के हिस्सा होंगे। नियम एवं शर्तों की अस्वीकृति या सशर्त आवेदन पत्र स्वीकार नहीं किये जायेंगे। 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 Rural Dealers (Annexure-II) and accord my/our acceptance of the same. All the documents/attachments and Annexures will form a part of the Agreement. Non acceptance of the terms and conditions or conditional Applications will not be accepted.

मैं / 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

(सेल के उत्पादों के लिए सेल डीलरशिप में रुचि दर्शाते हुए आवेदक को एक कवर पत्र (फर्म / कंपनी के) के साथ आवेदन किया जाना चाहिए This application form

should be accompanied by a covering letter in the applicant's (firm/company) letterhead indicating interest in taking up SAIL Dealership for SAIL products.)

आवेदक को निर्देश INSTRUCTIONS TO THE APPLICANT

1. दस्तावेजों की सूची (केवल प्रतियां) जिसे प्रस्तुत करना है : List of documents to be submitted (only copies):
 - a. अनुसूचित जाति/अनुसूचित जनजाति/अन्य पिछड़ा वर्ग प्रमाण पत्र (मामले में लागू) 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 belonging 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. बैलेंस शीट तथा लाभ एवं हानि व्यौरा Balance Sheet and P&L statement.
 - e. बैंकों के संदर्भ Bankers reference
2. आवेदक ध्यान से आवेदक को दिये गये निर्देश और नियम व शर्तें (करार के प्रारूप सहित) पढ़ें और सेल ग्रामीण 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 (including in the Draft Agreement) governing their appointment as SAIL Rural 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 दिया जाएगा । 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. आवेदक, आवेदन करने की अधिनियम के नियमों और शर्तों को पूरी तरह से समझ लेगा के रूप में उनकी नियुक्ति शासी समझ समझा जाएगा भी खुद उनके आवेदन निविदा के समय हमारे शाखा और पशुशाला के स्थान के साथ परिचित. 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. आवेदक द्वारा विवरण में से भरे जाने की आवश्यकता प्रयोजन के लिए दिए गए फार्म प्रति के रूप में स्पष्ट रूप से वृत्तचित्र जहाँ भी लागू सबूत / संभव के साथ किया जाना चाहिए साथ संकेत दिया. 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. अनुप्रयोग सभी संबंध में पूरा फार्म तो जमा हो जाएगा के रूप में संबंधित शाखा बिक्री के शाखा प्रबंधक के कारण समय में कार्यालय तक पहुंचने के लिए और प्रेस विज्ञापन में उल्लेख की तारीख. कोई अनुप्रयोग निर्दिष्ट समय और तारीख के बाद स्वीकार 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. अपूर्ण आवेदन पत्र के साथ आवश्यक कागजात, अपर्याप्त जानकारी और किसी भी स्थिति का मुकाबला (ओं) को उत्तरदायी हैं के साथ आवेदन पत्र के साथ आवेदन के लिए सरसरी तौर पर खारिज कर दिया जाएगा नहीं है. आवेदन जमा करने की तिथि से 60 दिनों की अवधि के लिए स्वीकृति के लिए मान्य रहेंगे। नियम एवं शर्तों की अस्वीकृति या सशर्त आवेदन पत्र स्वीकार नहीं किये जायेंगे। 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. Non acceptance of the Terms & Conditions or conditional Applications will not be accepted.

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

- क) बुनियादी सुविधाओं
- ख) स्थायी वित्तीय

ग) बाजार की प्रतिष्ठा.

घ) कोई अन्य मापदंड जो कंपनी के विचार को ध्यान में रखना आवश्यक है जबकि आवेदन का मूल्यांकन.

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

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

11. आवेदक को सेल टीम के निरीक्षण के लिए अपने बुनियादी सुविधाओं का प्रस्ताव तैयार किया जाना चाहिए, यदि आवश्यक है. निरीक्षण के दौरान ऐसे सभी प्रासंगिक दस्तावेज आदि अपने आवेदन पत्र में किए गए बयान substantiating भी सेल टीम की संतुष्टि के लिए तैयार हो जाना 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 को स्वीकार करने या किसी भी कारण निर्दिष्ट के बिना किसी भी या सभी आवेदन (ओं) को अस्वीकार करने का अधिकार सुरक्षित रखता 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. हालांकि सेल डीलर के रूप में नियुक्ति के लिए आवेदकों का मूल्यांकन, उचित महत्व सेल द्वारा ऐसे आवेदकों जो सेल के उत्पादों के साथ विशेष रूप से सौदा करने का इरादा दिया है.. 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.

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DRAFT AGREEMENT

This Agreement is made on this _____ day of 2011 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 Rural 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 Rural dealer vide Application Form dated _____ enclosing therewith the terms and conditions for appointment as SAIL Rural 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 Rural 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 Rural 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 RURAL DEALER. i.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 Rural 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 10 tonnes maximum) can also be done. 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. Maintenance of Stock:

The SAIL Rural 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.

4. Delivery of Materials:

The Company shall deliver the material free of costs towards transportation and unloading activities costs at the SAIL Rural 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.

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

5. Price:

(A) The price(s) chargeable for the materials to be delivered to SAIL Rural 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) **Incentive:**

An incentive of Rs. 200/Tonne on the quantity lifted shall be payable

6. 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 Rural Dealer.

7. Financial Arrangement:

There will be no Security Deposit payable by the SAIL Rural Dealer.

8. Modalities of Purchase:

The SAIL Rural 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 Rural Dealer can avail of 30 days interest free secured credit or equivalent cash discount in lieu of credit, when sale is on cash and carry basis.

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

10.1 Price:

The SAIL Rural 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 Rural Dealers shall display the MRRP prominently at their premises. SAIL Rural Dealers shall also be obliged to charge to their customers at prices within Maximum Recommended Retail Price.

10.2 Delivery by SAIL Rural Dealers to their Customers:

The SAIL Rural 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.

The dealers' margin will be as under:

Item	SAIL Rural Dealers' margin (Rs. / MT)
TMT	1200
GP/GC Sheets	1700
Light Structural	1200
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 Rural 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 Rural 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 Rural Dealer shall take necessary care in respect of the materials during storage pending delivery or during delivery with respect to the quality and specification 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 SAIL Rural Dealers premises at any time during the validity of the agreement and the SAIL Rural 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 SAIL Rural 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 SAIL Rural Dealer's premises. However, in exceptional circumstances, SAIL at its discretion may also attend to quality complaints at the premises of the SAIL Rural 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 Rural 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 Rural dealer. During the tenure of five years there will be a 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 Rural 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 Rural 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 "SAIL Rural Dealer" 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

19. 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.200/- 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 SAIL Rural Dealer to display the SAIL logo (except for Cable TV ads) and that the advertiser is a Rural 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.

In addition, in case the SAIL Rural Dealer is unable to take up Promotional Initiatives on their own due to constraints of small quantity with resultant low amount available for individual investment in Promotional Activities, the Branch on their behalf can undertake such Promotional Initiatives subject to mutual agreement and payment of such amount spent by Branch shall not be payable to the dealers under this Incentive. Such expenditure incurred by the Branches in this respect shall be adjusted towards the promotional amount against individual dealer sales.

In the event of promotional amount arising from sales to an individual dealer is insufficient to take up such promotional activities, clubbing of amount on account of more than one dealer (preferably in the same district/location) may be resorted to with prorated adjustment against individual dealer in terms of their lifting.

20. System of Feed-back:

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

(Qty.in M/T)

Sl. No	Plant	Category	Sales		Stocks at the month end
			For the month	Cumulative	

- b) In addition, the SAIL Rural 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.

21. General:

a)The Company shall have the absolute liberty to sell to any of its customer(s) located in the territorial jurisdiction of the SAIL Rural 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 at a particular location. SAIL Rural Dealer shall be required to serve such demands/requirements as would be communicated to him/them by the Company from time to time. The SAIL Rural 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.

b) SAIL shall retain the right to review and revise the Incentive(s), Commercial Benefit(s), other Term(s) etc. of the Scheme from time to time depending on the requirements of SAIL.

22. Resolution of Disputes:

22.1 In the event of any dispute/difference arising between the parties relating to or arising out of the Contract, the parties shall endeavour to resolve such dispute through conciliation as per provision of the Arbitrator and Conciliation Act – 1996.

22.2 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 provision of the Arbitration and Conciliation Act – 1996 and the Settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.

In case conciliation fails, all questions, claims, disputes or differences of any kind whatsoever arising between the parties relating to or arising out of the contract shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned.

22.3 The notice regarding the invoking of the arbitrator clause shall be served by registered post and addressed to the Chief Executive of Central Marketing Organization, Steel Authority of India Limited, Ispat Bhawan, Lodi Road, New Delhi.

22.4 Matters in question, dispute claim or differences other than the excepted matters shall be referred for decision to a Sole Arbitrator to be appointed by the Chief Executives of Central Marketing Organization, Steel Authority of India Limited, (by whatever name he may be designated at the relevant time). However, before appointing the Sole Arbitrator the Chief Executive of the Central Marketing Organization, Steel Authority of India Limited shall notify the contractor three names out of which one can be appointed as the Sole Arbitrator with the consent of both the parties, failing which after 15 days of the issuance of the letter informing three names the Chief Executive shall have the power to appoint one of

the persons out of the three names so notified as the Sole Arbitrator, which will be final and binding on both the parties.

- 22.5 In this clause, the expression the Chief Executive of Central Marketing Organization, Steel Authority of India Limited means the Director (Commercial) or any other person delegated to exercise the authority and the power of the Director (Commercial) due to his absence on duty or due to his non-availability for any reason whatsoever.

The Arbitrator, so appointed, shall adjudicate upon all the disputes between the parties hereto.

- 22.6 Excepted matter as per the contract shall not be the subject matter of Conciliation/Arbitration.

- 22.7 The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.

- 22.8 The venue of the Arbitration shall be the place where the Contract is concluded, or at Kolkata being the Headquarters of the Central Marketing Organization of SAIL. The venue of Arbitration shall be convenient to the parties to the Arbitration.

- 22.9 The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceedings with the reference. The Arbitrator may hold preparatory meeting (s) for this purpose. In the preparatory meeting(s) as aforesaid, the Arbitrator in consultation with the parties shall also determine the manner of taking evidence the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings.

- 22.10 The Court atshall have jurisdiction over all matters of dispute.

- 22.11 The provision of the Arbitrator and Conciliation Act, 1996 and rules framed thereunder, if any, and all modifications/amendments thereto shall deem to apply and/or to be incorporated in this contract as and when such modifications / amendments to the Act/Rules are carried out.

- 22.12 Work/supply under the contract shall be continued by the Contractor/supplier, under the Contract during the arbitration proceedings and recourse to arbitration shall not be bar to continuance of the work or supply.

23.0 BANNING OR BUSINESS DEALING:

In case of default, bad performance, fraud, deception and misconduct, etc. by the bidder / tenderer / contractor, action may be taken as per the instructions issued

by Company from time to time w.r.t. “Guidelines on Banning of Business Dealings”.

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.

LIST OF REGIONWISE DISTRICT/ LOCATIONS

Northern Region : [Uttar Pradesh](#) , [Punjab](#) , [Haryana & Himachal Pradesh](#) - [Jammu & Kashmir](#) - [Uttarakhand](#)

Western Region : [Rajasthan](#) - [Gujarat](#) - [Maharashtra](#) - [Madhya Pradesh](#) - [Chattisgarh](#)

Southern Region : [Karnataka](#) - [Kerala](#) - [Tamil Nadu](#) - [Andhra Pradesh](#)

Eastern Region : [Orissa](#) - [West Bengal](#) - [Bihar](#) - [Jharkhand](#) - [Assam](#) - [Arunachal Pradesh](#) - [Meghalaya](#) - [Tripura](#)