

TERMS AND CONDITIONS OF DD INTIMATION LETTER

1. The prices, taxes and duties as applicable on date of RR shall be chargeable. The invoices have been issued including railway freight up to railway siding. All further expenses such as demurrage, wharfage, handling and local transportation etc. are additive and shall be payable by the customer.
2. Bill(s) are payable without any deduction, whatsoever, by the last date of payment as mentioned in this intimation letter. For payment not received within the above period, interest will be charged at applicable rates.
3. Customers are not required to pay any freight charges to Railways as materials have been dispatched on freight paid basis. If customers still pay any freight charges/undercharges to Railways, the same may be dealt by them directly with the Railways, and no claim shall be entertained by SAIL in this regard.
4. In case customers have made any advance payment against this supply, they may adjust the advance in full or in part as per the terms of the order and pay the balance amount along with details of such advance payment i.e. to whom paid along with MR No./Cheque No./PO No. & date and amount etc.
5. In the event of customer's refusal or delay in taking delivery of the document(s) due to any reasons whatsoever, demurrage or other charges accrued on the consignment to which these documents relate, will be on their account and SAIL will not accept any liability in this respect. In case materials have to be diverted to SAIL stockyard due to their refusal to accept materials/non retirements of documents within the stipulated time, all diversion and other charges including demurrage, wharfage, local transportations, handling and penalty as per company policy shall be recovered from the customer. In such an eventuality, further bookings will be governed by company's policy on diversion, as applicable from time to time.
6. **Mode of Payment/Financial Agreement:** Payment may be made by customers by way of E- payment modes. In case of exigencies Branch Manager may accept PO/DD/Cheque drawn (cheques subject to realization in cases where prior facility of payment by cheque has not been granted). The instrument for payment should be in favor of Steel Authority of India Limited, Branch Sales Office and should be drawn on a local branch/at par cheque of any scheduled bank (except for Gramin Bank and **Catholic Syrian Bank**). After receipt of payment, duly endorsed RR or Idemnity Bond (if RR not yet received) shall be released by SAIL.

The documents such as invoices, Test certificates and RRs shall be handed over to the customer/their authorized representative only. Customers are therefore required to submit appropriate authorization letter to SAIL.

7. SAIL is entitled to adjust/recover any outstanding dues of the customer(s) from any deposit made by him/them or any other amount due to them from any Plant/Unit of SAIL under any contract/Agreement to its any other Plant/Unit.
8. **Quality Complaints:** Complaints regarding quality may be lodged with Branch Manager within 60 days from the date of the delivery of the material. A specified form for filing complaints can be obtained from the serving or nearest Branch Sales Office.

9. **Purchase Order:** Customer may issue a purchase order for administrative purposes only. Reference by the Customer to his own purchase conditions shall not be acceptable to SAIL. Additional or different terms and conditions contained in any such purchase order from the one stated herein will be treated as null and void.
10. **Confidentiality Clause:** Each party agrees to hold the other party's Information confidential and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care.
11. **Retention of Title:** SAIL and the customer expressly agree that:

Until the customer has paid in full (in cash or cleared funds) for the goods; and Until all other dues or which become due from the customer to SAIL on any account whatsoever have been paid in full the following provisions shall apply.

- i) Legal and beneficial ownership of such goods remain with SAIL;
- ii) SAIL may recover all or any part of such goods any time from the customer if they are in the customer's possession and in the event of breach of contract from the customer's side has occurred, SAIL, its servants and agents may enter upon any land or building upon or in which such goods are situated.

12. **Mandatory ABMS provision :** The following clause, in the form of QR Code, shall be included in the DD Intimation Letter -

"By purchasing materials from SAIL, the customers are deemed to have undertaken that they shall not give or take any financial or non - financial bribe, to or from anyone and if they notice any such incident happening, the same shall be reported to SAIL Vigilance."

13. **Force Majeure:** SAIL's manufacture, shipment and delivery of Goods hereunder shall be subject to, and SAIL shall not be liable for, any delay in or impairment or performance resulting in whole or in part from any war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, order or acts of any governmental agency or body, or any cause beyond the reasonable control of SAIL. In any such event, SAIL shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.

These terms and conditions are subject to change without prior notice, unless otherwise agreed in writing by SAIL and customer.
