

# Machine Selling Scheme

## EVALUATION & EMPANLMENT PROCEDURE

*Submitted  
by  
General Manager  
BD-Machine Selling NSIC  
Head Office, New Delhi-110020*

## EVALUATION & EMPANLMENT PROCEDURE

A	NSIC will constitute/assign job of a Proposal Evaluation & Proposal Empanelment Committee (PEC) to evaluate the responses of Suppliers.
B	Constituted Committee will <b>evaluate</b> the responses of <u>EOI-NSIC Aggregation Services</u> . The suppliers having minimum turnover of Rupees One Crore or above shall be considered for evaluation.
C	Evaluation will be done on the basis of data filled by the suppliers in our EOI online format & Empanelment Request Form.
D	Qualified Suppliers will be required to submit the documents along with Empanelment Request Form as per "Empanelment Criteria".
E	The PEC shall evaluate the EOI responses of all supported documents. Inability of suppliers to submit the requisite supporting documents will lead to rejection.
F	The decision of the Proposal Evaluation/Proposal Empanelment Committee in the evaluation of response to the EOI shall be final. No correspondence will be entertained outside the process of Evaluation & Empanelment with the Committee.
G	All particulars for empanelment must be supported by relevant documents as mentioned at Sl. No.01 to 23 at page 5 as per empanelment criteria format are compulsory.
H	The PEC shall verify all listed documents prior to recommendation for Empanelment of Suppliers.

## Basic Steps of “Machine Selling Scheme” through Aggregation Services

Activities at BO/ZO/NTSC/HO for Empanelment & Agreement		
S. No	EMPANELMENT PROCEDURE FOR SELLER--	Remarks
1	Fill the Empanelment form along with desired documents as per Empanelment criteria to nearest BO/ZO/NTSC/HO and Application form can be filled online or formats can be downloaded from our website – www.nsic.co.in	Format No.01 Format No.02 Annexure- A & B
2	Selection for empanelment of manufactures of Machines & Equipments/Indian Supplier of Imported of Machines & Equipments will be done by empanelment committee at NISC Office as per the Empanelment criteria mentioned in Guidelines for Machine selling Scheme.	
3	Evaluation of Empanelment by BO/ZO/NTSC/HO as per the Guidelines for Machine selling Scheme & in accordance with DOP	
4	NSIC Office will scrutinized the application and recommendation for empanelment to create Vendor/Empanelment ID.	
PROCEDURE SIGNING OF AGREEMENT BETWEEN & SELLER--		
5	NSIC Office shall execute the Agreement signing activities with recommended Seller (Manufactures/Authorized dealers in case of imported Machines) for empanelment as per standard agreement format (Annexure-I, Board Resolution Format, GP of Attorney Format) only after creation of Vendor/Empanelment ID by the NSIC.	Format No.10 Annexure- I Format No.11 Format No.12
6	The Documents as per Annexure list pertaining to Agreement formats shall be submitted in hard form as well as in exact formats to executing NSIC office	
7	Formats for manufacturer's machine & equipments specification ,Rates ,Machine Model etc. shall be <u>UPLOADED BY EXECUTING NSIC OFFICE</u> in exact detail formats (EXCEL) on web link-MACHINE SELLING SCHEME.	Format No.02
8	Any Change Display of Machines & Equipments on online portal shall done with prior approval with approving authority	
9	Offline/Online display of Machines & Equipments at NSIC's Office.	



## Empanelment Criteria for EOI- NSIC Aggregation Service (Machine Selling) (Guidelines for filling Empanelment Form)

<b>EOI Response Filled Online:</b>					<b>Date:</b>	
Name & Address of the Co.						
Name & Contact Number of Authorised person of the Co.						
	<b>Particulars required for Empanelment</b>	<b>Documents to be furnished</b>	<b>Documents furnished</b>			<b>Page No.</b>
	The applicant shall be a Proprietorship/ Partnership Firm/Company registered under the Indian Companies Act and who have their registered Offices in India.	Ownership Certificate. (Annexure- A)	Memorandum & Article of Association, Incorporation Certificate			
	List of Machines/Equipment offered for sale as per details furnished in Sheet 02 (linked Format)	List of Nos product with production rate. (No. of Pieces Produced/Year)				
	<b>Nature of Business</b>	(Manufacturer or Dealer)	<b>(Mention Here)</b>			
4	<b>Entities Financial Status</b>					
a	The entity should have been in operation for at least 03 Financial Years on 31st March,2019 as on date of EOI. The entity should be profitable in at least two years out of last three financial year i.e. 2018-19.	Audited Balance Sheet for last three years.	<b>Prev.Year</b>	<b>2nd Prev. Year</b>	<b>3rd Prev. Year</b>	
b	Entity should have minimum turnover of Rs.One Crore or more for machine sale in last financial year	As per Profit & Loss Statement of Audited Balance Sheet	<b>Prev.Year</b>	<b>2nd Prev. Year</b>	<b>3rd Prev. Year</b>	
5	The Entity should not have been blacklisted by any Central Govt. /State Govt./ PSU/Govt. Bodies in India as on the date of the EOI in last three years.	Self-declaration certified by authorized signatory.				
6	<b>PAN</b>	Self-Certified Copy	(Please Fill the No Here)			
7	<b>GSTIN</b>	Self-Certified Copy	(Please Fill the No Here)			
8	<b>CIN No.(If applicable)</b>	Self-Certified Copy	(Please Fill the No Here)			
9	<b>UAM No.(If applicable)</b>	Self-Certified Copy	(Please Fill the No Here)			
10	<b>Whether Firm/Agency is registered with NSIC (If yes provide regn. Details)</b>	Yes/No. (If yes, provide copy of registration)	<b>(Please Fill the No Here)</b>			
11	<b>Whether Firm/Agency is registered with GEM portal (If yes provide regn. Details)</b>	Yes/No. (If yes, provide copy of registration)	<b>(Please Fill the No Here)</b>			
12	<b>Past three years' experience of Firm/Agency for supply Machines/Equipment</b>	Attach list of present customers with name, address & contact detail.	03Nos			
13	<b>Letter of completion for satisfactory supplies</b>	Minimum Three (03) different customers for last three years	Attach Copies for 03 Nos Different suppliers			
14	<b>Trade Mark/Registration Certificate</b>	Copy of Registration.	Attach Copy			
15	<b>Whether Firm/Agency is registered with any Industrial Association</b>	Yes/No. (If yes, provide copy of registration)	Attach Copy			
16	<b>Should have Customer Care Centre or Technical Infrastructure to support Warranty/ Guarantee/AMC/Complaint issues</b>	A Self-Certified Undertaking/Letter by an authorized signatory.	Attach Letter			
17	<b>The entity should have Technical Manpower and infrastructure to provide support for servicing of equipment on all over India basis.</b>	A Self-Certified Undertaking/Letter by an authorized signatory.	Attach Letter			
18	<b>Standard followed by Firm/Agency. (BIS/ASTM/DIN/ZED) Please mention</b>		<b>(Mention Here)</b>			
19	<b>Whether Firm/Agency is QMS?</b>	Yes/No. (Provide Certificate if certified by Third Party )	<b>(Mention Here &amp; Attach Copy)</b>			
20	<b>Whether Firm/Agency is ISO 9001 Certified?</b>	Yes/No. (Provide Certificate)	<b>(Mention Here)</b>			
21	<b>Whether Firm/Agency is ISO 14001 Certified?</b>	Yes/No. (Provide Certificate)	<b>(Mention Here)</b>			
22	<b>Collaboration/Indian Dealer of Imported Machine/Equipment Supplier – Certified Copy of Letter in favour of Supplier from the Imported Machine Manufacturer.</b>	Authorization Certificate clearly mentioning the right granted by manufacturer to the dealer i.e. to negotiate/ quote/supply after sales services etc.	<b>(Mention Here &amp; Attach Copy)</b>			
23	<b>Undertaking by the Manufacturer/Indian Dealer of Imported Machines &amp; Equipments Supplier.</b>	Format enclosed. (Annexure 'B')	<b>( Attach duly signed Copy)</b>			

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

(Seller signature with seal)



## Empanelment Criteria for EOI- NSIC Aggregation Service (Machine Selling) (Format No.01)

	<b>EOI Response Filled Online:</b>		<b>Date:</b>	
	<b>Name &amp; Address of the Co.</b>			
	<b>Name &amp; Contact Number of Authorised person of the Co.</b>			
	<b>Particulars required for Empanelment</b>	<b>Documents to be furnished</b>	<b>Documents furnished</b>	
		<b>Page No.</b>		
	<b>The applicant shall be a Proprietorship/ Partnership Firm/Company registered under the Indian Companies Act and who have their registered Offices in India.</b>	Ownership Certificate. (Annexure- A)		
	<b>List of Machines/Equipment offered for sale as per details furnished in Sheet 02 (linked Format)</b>	List of Nos product with production rate. (No. of Pieces Produced/Year) (Manufacturer or Dealer)		
	<b>Nature of Business</b>			
4	<b>Entities Financial Status</b>			
a	The entity should have been in operation for at least 03 Financial Years on 31st March,2019 as on date of EOI. The entity should be profitable in at least two years out of last three financial year i.e. 2018-19.	Audited Balance Sheet for last three years.	<b>Prev.Year</b>	<b>2nd Prev. Year</b>
			<b>3rd Prev. Year</b>	
b	Entity should have minimum turnover of Rs.One Crore or more for machine sale in last financial year	As per Profit & Loss Statement of Audited Balance Sheet	<b>Prev.Year</b>	<b>2nd Prev. Year</b>
			<b>3rd Prev. Year</b>	
5	The Entity should not have been blacklisted by any Central Govt. /State Govt./ PSU/Govt. Bodies in India as on the date of the EOI in last three years.	Self-declaration certified by authorized signatory.		
6	<b>PAN</b>	Self-Certified Copy		
7	<b>GSTIN</b>	Self-Certified Copy		
8	<b>CIN No.(If applicable)</b>	Self-Certified Copy		
9	<b>UAM No.(If applicable)</b>	Self-Certified Copy		
10	<b>Whether Firm/Agency is registered with NSIC (If yes provide regn. Details)</b>	Yes/No. (If yes, provide copy of registration)		
11	<b>Whether Firm/Agency is registered with GEM portal (If yes provide regn. Details)</b>	Yes/No. (If yes, provide copy of registration)		
12	<b>Past three years' experience of Firm/Agency for supply Machines/Equipment</b>	Attach list of present customers with name, address & contact detail.		
13	<b>Letter of completion for satisfactory supplies</b>	Minimum Three (03) different customers for last three years		
14	<b>Trade Mark/Registration Certificate</b>	Copy of Registration.		
15	<b>Whether Firm/Agency is registered with any Industrial Association</b>	Yes/No. (If yes, provide copy of registration)		
16	<b>Should have Customer Care Centre or Technical Infrastructure to support Warranty/ Guarantee/AMC/Complaint issues</b>	A Self-Certified Undertaking/Letter by an authorized signatory.		
17	<b>The entity should have Technical Manpower and infrastructure to provide support for servicing of equipment on all over India basis.</b>	A Self-Certified Undertaking/Letter by an authorized signatory.		
18	<b>Standard followed by Firm/Agency. (BIS/ASTM/DIN/ZED) Please mention</b>			
19	<b>Whether Firm/Agency is QMS?</b>	Yes/No. (Provide Certificate if certified by Third Party )		
20	<b>Whether Firm/Agency is ISO 9001 Certified?</b>	Yes/No. (Provide Certificate)		
21	<b>Whether Firm/Agency is ISO 14001 Certified?</b>	Yes/No. (Provide Certificate)		
22	<b>Collaboration/Indian Dealer of Imported Machine/Equipment Supplier – Certified Copy of Letter in favour of Supplier from the Imported Machine Manufacturer.</b>	Authorization Certificate clearly mentioning the right granted by manufacturer to the dealer i.e. to negotiate/ quote/supply after sales services etc.		
23	<b>Undertaking by the Manufacturer/Indian Dealer of Imported Machines &amp; Equipments Supplier.</b>	Format enclosed. (Annexure 'B')		

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

(Seller signature with seal)

**Annexure 'A'**

<b>Annexure 'A'</b>		
<b>S. No.</b>	<b>OWNERSHIP INFORMATION (DOCUMENTS TO BE FURNISHED)</b>	
<b>1</b>	<b>OWNERSHIP</b>	<b>DOCUMENTS TO BE FURNISHED</b>
<b>a</b>	<b>Govt. of India Undertaking</b>	Letter from Company Secretary/Director.
<b>b</b>	<b>State Govt. Undertaking</b>	Letter from Company Secretary/Director.
<b>c</b>	<b>Public/Pvt Limited Company</b>	Memorandum & Article of Association, Certificate of Incorporation duly authenticated.
<b>d</b>	<b>Partnership Firm</b>	Registered Partnership Deed (Form- A) & General Power of Attorney.
<b>e</b>	<b>Limited Liability Partnership</b>	Memorandum of Association, Articles of Association, LLP Partnership Agreement, Certificate of Incorporation (LLPIN) (Form - 2 & 3).
<b>f</b>	<b>Co-Operative Society</b>	Certificate of Registration of society issued by Registrar of Societies along with its Society Rules and Bye Laws (as per Extant Act). Names of Members, their address and share-holdings.

**Undertaking by the Company/Firm/Agency on their letter head:**

**Annexure 'B'**

**DECLARATION**

*(This declaration should be signed by the Proprietor/ Partner/ Director)*

I/We, .....declare and confirm that the information furnished and attachments submitted with the EOI Evaluation/ Empanelment Criteria are true and correct. I/ we are aware that any false information provided herein will result in the rejection of my/ our application for registration. I/ we shall be bound by the acts of the duly authorized signatory, who has signed this EOI Evaluation/Empanelment Criteria and of any other person, who in the future, may be appointed by us in his place, whether or not an intimation of such changes has been given. I/ we undertake to communicate promptly to NSIC any changes in the conditions or working of the Company/Firm/Agency.

I/We agree to participate in evaluation/empanelment of "EOI- NSIC MSME Aggregation Service" by NSIC.

I am/ We are authorized to execute the declaration on behalf of Company /Firm/ Entities.

I/ We here by authorized NSIC to make business enquiry from to third party/purchaser as deemed fit.

**Name:**

**Position:**

**Date & Place:**

**Signature along with Office Seal:**

## AGREEMENT

This Agreement is made and executed on this \_\_\_\_\_ day of Two Thousand \_\_\_\_\_ between National Small Industries Corporation Limited, an ISO 9001-2015 certified Government Company incorporated under the Companies Act 1913 (Act VII of 1913) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 and one of its office (BO/ZO/NTSC/HO) at ..... hereinafter called as 'Corporation', which expression shall include its successors and assigns;

**AND**

Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_ R/o \_\_\_\_\_ and carrying business under the name and style of M/s. \_\_\_\_\_ at \_\_\_\_\_ (full address) as Proprietor (herein after called as 'Seller', which expression shall include his heirs, executors, administrators, successors, legal representative and assigns); (In case of **Proprietary concern**)

**OR**

M/s. \_\_\_\_\_ (Name of the firm with full address) a Partnership firm carrying on business in co-partnership and acting through Shri \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ holding power of attorney / authority dated \_\_\_\_\_ from all the partners of the firm, to sign this agreement on behalf of the firm, hereinafter called as 'Seller', which expression shall include each partner or partners for the time being of the said firm and their respective heirs, executors, administrators and legal representatives. (In case of Partnership concern)

**OR**

M/s. \_\_\_\_\_ (Name of the Company /Co-operative Society), a Company duly registered under the Companies Act, 1913/1956, Co-operative Societies Act having its registered office at \_\_\_\_\_ and acting through Shri \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ a Director/executive of the Company/society authorized vide a resolution dated \_\_\_\_\_ passed by its Board of Directors/executive body in the meeting held on \_\_\_\_\_ to sign this agreement on behalf of the Company / Co-operative Society hereinafter called as 'Seller', which expression shall include its successors and assigns. (In case of Co. / Co-op. Society)

### **Whereas**

- The Corporation's objective is to facilitate, promote and support Micro, Small & Medium Enterprises (MSMEs) and others by providing machines and equipments to individual units of Micro, Small & Medium Enterprises (MSMEs) & others, and
- The Corporation decided to provide and facilitate services for selling of machines & equipments, supplied by the seller to the Prospective Buyers subject to the terms & conditions said forth below; and



- The Seller which expression shall include Authorised Dealer also in case of imported Machines & Equipments, having the necessary skill, knowhow and resources to design, manufacture, supply, and install the machines & equipments is willing to offer, sell and supply the machines & equipments through Corporation to the Prospective Buyer.

## **NOW THEREFORE THE PARTIES AGREED AS FOLLOWS**

1. The term of Agreement shall be valid for a period of 24 months from the date of execution of this Agreement unless earlier terminated by the parties in accordance with the provisions of this Agreement. The Agreement shall be subject to modifications and/or renewal from time to time as may be agreed to by and between both the parties.
2. Corporation shall issue a communication to MSMEs and others through various available means announcing this tie-up and would advise for purchase of machines & equipments.
3. Corporation shall issue a communication to all its offices including NSIC Technical Services Centers (NTSC) for the promotion of this scheme.
4. **The Corporation & Seller, hereby Covenant as follows :**
  - 4.1 The Seller hereby agrees to offer, sell and supply the machines & equipments to the prospective buyer, throughout the country, through the Corporation.
  - 4.2 Seller shall provide and display all technical specifications, terms & conditions for sale, rate list with latest ex-works price and/or F.O.R. price including taxes on the offline/online portal of the Corporation through a moderator/link of offered machines & equipments for sale.
  - 4.3 Seller shall update and display any change or modification if occurred in technical specifications, terms and conditions for sale, rate list with latest ex-works price and/or F.O.R. price, on the offline/online portal of the Corporation. Seller shall also inform & provide these rate lists etc. and other concerned documents to the Corporation in writing from time to time.
  - 4.4 Seller shall submit the complete technical & quality documents (Technical Operating Manual, data sheet, technical specifications, SLD etc.), terms & conditions for sale and rate list with latest ex-works price and/or F.O.R. price for all their products selling through Corporation. The technical & quality documents and rate list has set forth in **Annexure-1**.
  - 4.5 Corporation shall charge 05% of the ex-works and/or F.O.R. price of the machines & equipments as service charges from the seller for the facilitation services.
  - 4.6 Corporation shall book the machines & equipments from the prospective buyer, as offered by the seller and the same shall be communicated to the seller along with its details. Seller shall submit the Proforma Invoice (PI) to the Corporation after receipt of communication of booking of machines & equipments, along with delivery time and other conditions of sale of machines & equipments.

- 4.7 Corporation shall issue Purchase Order along with 05% of the ex-works and/or F.O.R. price of the machines & equipments as booking advance to the seller for confirmation of purchase of machines and equipments by the prospective buyer.
- 4.8 In the event, Purchase Order is cancelled by the Corporation on the behest of the prospective buyer and a portion of amount deposited by him is forfeited, Corporation shall share the forfeited amount with the seller in equal ratio. The share of seller will include 05% booking advance. However, in the event Corporation has to return the forfeited amount to the prospective buyer, for any reason whatsoever and /or under any Order or Direction of the law of the land, the seller shall return the total shared amount received by him to the Corporation with or without interest, on demand.
- 4.9 It is mandatory for seller to offer pre-dispatch inspection to prospective buyer. Seller shall allow inspection of machines & equipments by prospective buyer himself/herself or through his authorised representative or through third party inspection agency, at the premises of the seller. Cost of the inspection shall be borne by the prospective buyer.
- 4.10 Seller shall submit Material Dispatch Clearance Certificate (MDCC) duly signed by him and prospective buyer to the Corporation if Pre Dispatch Inspection is carried out by the prospective buyer.
- 4.11 Corporation shall issue Delivery Instructions to the Seller only after receipt of Material Dispatch Clearance Certificate, if Pre Dispatch Inspection is carried out by the prospective buyer. In any event seller shall not deliver the machines & equipments to the prospective buyer without receipt of Delivery Instructions from the Corporation.
- 4.12 Seller shall deliver machines & equipments directly to the prospective buyer as per the Purchase Order and sale terms & conditions, after receipt of the Delivery Instructions from the Corporation.
- 4.13 Seller will raise invoice to the Corporation and ship the machines & equipments directly to the prospective buyer i.e. consignee on F.O.R. basis or as per the Purchase Order and sale terms & conditions.
- 4.14 Delivery time of machines & equipments after the issue of Delivery Instructions shall remain firm to the seller unless and until warranted by unforeseen circumstances and/or FORCE MAJURE.
- 4.15 Seller will pay demurrage @ 0.25% of ex-works and/or F.O.R. price per day subject to maximum 10% of machines & equipments in case of delay in delivery of Machines & Equipments. Demurrage will be effective from the next day of expiry of delivery date till the date of delivery of machines & equipments.
- 4.16 Corporation will deduct the demurrage from the amount payable to the seller towards sale of machines & equipments.
- 4.17 Seller shall quote/offer, price of Machines & Equipments at ..... % discount of the ex-works and/or F.O.R. price of machines & equipments in the open Market/dealer price, to the Corporation and prospective buyer. In any event quoted/offered price of the machines & equipments shall not be more than the open Market/Dealer price.
- 4.18 \*Seller will pay Incentive to the Corporation on the basis of yearly sale turnover of Machines & Equipments supplied through Corporation.

- 4.19 The offered price of the machines & equipments shall include all duties, taxes and other charges/levies as well as cost of carrying out customs formalities payable upon import of the goods as the case may be (if any).
- 4.20 Seller shall not receive any direct payment from the prospective buyer. All the payments for sale of machines & equipments to the Seller from the prospective buyer shall be released through the Corporation.
- 4.21 All payments will be made through digital mode (RTGS/NEFT etc.) only.

**5. Terms of Payment :**

- 5.1 Corporation shall release 05% of the ex-works and/or F.O.R. price of the machines & equipments as booking advance to the seller along with purchase order for confirmation of purchase of the Machines & Equipments.
- 5.2 Corporation shall release 75% of the ex-works and/or F.O.R. price of the machines & equipments to the seller after delivery of machines & equipments in good condition to the buyer/consignee as per purchase order/delivery instructions with all relevant documents i.e. G/R, R/R, copy of invoice & packing list etc.
- 5.3 Balance 20% payment shall be released to the seller within 15 days after completion of installation, commissioning, trial run, and receipt of OK certificate, duly signed by the prospective buyer/consignee and seller or their authorised representatives. Corporation will deduct 05% service charges and applicable GST, of ex-works and/or F.O.R price of machines & equipments from the amount payable to the seller and issue invoice to the seller.
- 5.4 Corporation will adjust and deduct all recoverable charges i.e. discount, demurrage, incentive etc., if any, before releasing the final payment to the seller. These charges will be in addition to the Service Charges @ 5% as mentioned at Clause No. 4.5 & 5.3.

**6. GST & Other Tax Compliance**

All transactions of machines & equipments purchase/sale and service charges thereon, are subject to GST and other applicable taxes etc. For claim against GST and/or other taxes, Corporation has the right to demand compliance documents from the seller.

**7. After Sale Service/Warranty**

- 7.1 Installation, Commissioning and Trial run as per purchase order and terms & condition of the Corporation for sale of machines & equipments shall be provided by the seller to the buyer and shall be sole responsibility of the seller in this regard.
- 7.2 All standard Guarantee/Warranty, indemnity, after sale service, replacement of machines & equipments or any part, associated with the machines & equipments shall be provided by the seller and shall be sole responsibility of the seller without additional cost to the Corporation and prospective buyer.



**8. Limitation of Liability**

- 8.1 Seller shall be solely liable for any loss of profit, damages, direct or indirect or any kind claimed by the prospective buyer including Machines & Equipments – stops, failure to produce, down times or productions claimed by the prospective buyer.
  - 8.2 Seller shall indemnify the Corporation against any loss arising out of or in connection with damage, deterioration, destruction etc. of the Machines & Equipments through any cause whatsoever.
  - 8.3 Seller shall not claim any compensation or damages from the Corporation, for cancellation of deal at any stage other than as specified in clause 4.8 of the agreement.
9. Any change in the constitution of the Seller or the Corporation during the continuance of this Agreement shall not impair or discharge the liability of the parties.
10. This Agreement may be terminated without cause or penalty, by either of the parties upon 30 day notice. This Agreement may be extended for the mutually agreed period on the mutually agreed terms and conditions by written consent of the legally authorised representatives of both the parties.
11. In the event of any dispute or difference arising between the parties relating to the construction, meaning and effect or performance or any other matter under these presents the Courts at .....alone shall have exclusive jurisdiction.

Signed by the Parties to this agreement on the day and place written above.

**Witnesses:**

1.

**For the Seller**

(Prop./Partner/Director/Authorized signatory)

(Full Name & Designation)

2.

**Witnesses:**

1.

National Small Industries Corporation. Ltd.

**AUTHORISED SIGNATORY**

2.

## **“Annexure-I”**

### **List of Documents to be furnished**

- 1 Agreement between NSIC & Seller (Format No 10).
- 2 Board Resolution (Format No 11).
- 3 General Power of Attorney (Format No 12).
- 4 List of Machines & Equipments offer for Sale under this Agreement with FOR price as well as Ex-Works price (as per Clause No. 4.03 & 4.17(Format No 02).
- 5 Technical Specification of the Machines & Equipments. (Excel Format No02).
- 6 Operating Manual of Machines & Equipments (To be provided by the Seller at the time of signing of Agreement).
- 7 Quality Assurance Plan of Machines & Equipments (To be provided by the Seller at the time of signing of Agreement).
- 8 Technical Data Sheet/Catalogue/Part list (To be provided by the Seller at the time of signing of Agreement).
- 9 Single Line Diagram (SLD)/Wiring Connection Diagram of Machines & Equipments (if applicable) (To be provided by the Seller at the time of signing of Agreement).
- 10 Banker's details with cancelled cheque (To be provided by the Seller at the time of signing of Agreement).
- 11 Please provide all above listed documents (from sl. No.02 to 10) duly signed and stamped by authorized person at the time of signing of agreement (To be provided by the Seller at the time of signing of Agreement).



## BOARD RESOLUTION

(To be submitted on letter head)  
(Common Seal of the Company to be applied)  
(For Private Limited/Limited Company's)

Extract of the Minutes of Meeting of the Board of Directors of Company held on..... at the Registered Office of the Company at (Address).....

“Resolved to authorise Shri ..... Managing Director/Director of the Company, to sign and execute the Agreement for selling of machines & equipments, on behalf of the Company with the National Small Industries Corporation Limited, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 under the “NSIC-Aggregation Services” Scheme.

Further resolved that Shri..... Managing Director/Director of the company is authorised and empowered to take all necessary steps and actions on behalf of the company in this connection and to sign and execute other documents.

For & on Behalf  
Name & Address of the Company

Name, Signatures of the Director  
With seal of the Company



# GENERAL POWER OF ATTORNEY

For Partnership concerns

(To be executed on a Non-Judicial Stamp Paper and to be attested by a Notary Public / 1st Class Magistrate)

Be it known to all to whom it may concern that we:

1. Name and address of all the partners excepting one(s) who is/are nominated as Attorney(s)

- (i)
- (ii)

2. All the partners of M/s .....hereby appoint Shri.....S/o Sh.....Resident of .....and also partner of M/s ..... to sign and execute the Agreement for selling of machines & equipments on behalf our partnership firm with National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 under its "NSIC-Aggregation Services" Scheme and also to take all action in this regard including sign and execute all other documents as required.

In short he is duly authorized to do all as our Attorney to act in our name and on behalf of the said partnership firm, to do all, each and everything requisite for the above purpose concerning M/s..... (Name of the firm)

And we hereby agree to confirm and ratify his all and every act or dealing or any documents executed by our said Attorney within the scope of the authority hereby conferred on him and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

Witnesses

1. Signature of the other Partners

- 2. 1.
- 2.
- 3.

Accepted

Signature of Attorney



## Manufacturer's Machine/Equipments Specification

S. No	M/c Name	Model No.	HSN Code	Type	Technical Specification as per Data Sheet	Power Source in Horse Power (HP)	Warranty/ Guarantee Period (in Month)	Tentative Offered Machines & Equipments (Ex- Works Price)	Tentative Offered Machines & Equipments (FOR-Price)	D% of Discount Offered on Price to NSIC	Delivery Time after issuance of PO	Spl Features of Machines & Equipments If Any	Remarks

**Note:** 1. Above offered price (FOR or EX- WORKS) are inclusive of transportation, erection & commissioning charges for Machines & Equipments.  
2 Seller shall quote/offer, price of Machines & Equipments at D % discount of the ex-works and/or F.O.R. price of machines & equipments in the open Market/dealer price, to the Corporation and prospective buyer. In any event quoted/offered price of the machines & equipments shall not be more than the open Market/Dealer price.

Date:

Place:

(Seller signature with seal)