



Machine Selling Scheme

Formats & Annexures

Prepared By:

General Manager

BD-Machine Selling

NSIC, Head Office

New Delhi-110020



Terms & conditions for Buyer

Name of the Buyer :

Address :

Contact No. & E-mail :

Pan No :

GST IN :

Name of the Machine with ID :

Booking/Purchase Order No. :

I/We..... Agree to the following Terms & Conditions for purchasing the above named Machines & Equipments from the Seller M/s.....under NSIC Aggregation Services.

1. Buyer will select the Seller and Machines & Equipments from the on line portal or at nearest NSIC's Office.
2. Before booking of Machines & Equipments through NSIC, it is incumbent on the Buyer to satisfy himself/herself regarding the quality, capacity, specifications, pricing, suitability, conditions of sale and any other features of the Machines & Equipments.
3. Buyer will collect Purchase Order (PO) Form for booking and purchase of Machines & Equipments from the NSIC office or download the same from the link provided on NSIC online portal.
4. If any Discount is offered on sale of Machines & Equipments by the Seller, it shall be passed to the Buyer by NSIC.
5. This offer of Machines & Equipments by NSIC is subject to withdrawal without notice or without assigning any reason.
6. Buyer will deposit Rs.5000/- or 10% booking amount whichever is higher, as advance, of the ex-works or FOR price of Machines & Equipments along with duly filled and signed Purchase Order Form in the NSIC office.
7. Buyer may cancel the booking of Machines & Equipments within three days from the date of deposit of booking amount and a flat amount of Rs.5000/- along with applicable GST shall be deducted as service charges from booking advance. Balance if any, shall be refunded to the Buyer and refund amount will not attract any interest.
8. To Seal the Deal, Buyer shall accept the Proforma Invoice (PI) and further deposit 60% advance of ex-works or FOR price of Machines & Equipments to the concerned office of NSIC through RTGS/NEFT within 15 days from the date of booking. In any

case Buyer shall not pay more than 70% of the ex-works or FOR price of Machines & Equipments to the NSIC.

9. In case neither buyer has cancelled the booking of machine within 03 days nor deposited the further 60% amount within 15 days from the date of booking the machine, the Purchase Order will stand cancelled and a flat amount of Rs.5000/- along with applicable GST or 50% of booking advance whichever is higher shall be forfeited. Balance of the booking advance if any, shall be returned to the buyer without interest.
10. After receipt of the total 70% of ex-works or FOR price of Machines & Equipments as seal deal advance from the Buyer, deal will not be cancelled and Purchase Order will be issued to the Seller by NSIC.
11. After issuance of the Purchase Order to the Seller by NSIC, if the deal is cancelled by the Buyer, then 50% of 70% of ex-works or FOR price of Machines & Equipments paid as advance by the Buyer for purchase of Machines & Equipments shall be forfeited and balance amount will be refunded, without any interest. Thereafter, no claim will be entertained for the transaction.
12. NSIC shall provide Invoice to the Buyer (Original + 02 Copies), shipment documents regarding supply of Machines & Equipments on FOR basis or as per other conditions of sale as per PO.
13. On receipt of offer for pre-dispatch inspection to Buyer, from Seller. It is the discretion of Buyer that he may inspect the Machines & Equipments, himself or through his authorized representative or through third party inspection agency at the premises of the Seller at his own cost to satisfy himself before dispatch of Machines & Equipments and sign Material Dispatch Clearance Certificate (MDCC).
14. Only after receipt of duly signed Material Dispatch Clearance Certificate (MDCC) by the Buyer, NSIC shall issue Delivery Instructions (DI) to seller.
15. Balance 30% payment towards Machines & Equipments purchase will be deposited by the Buyer at NSIC Office on or before the date of issuance of DI to the Seller by NSIC as per applicable conditions of sale as per PO.
16. Delivery time of Machines & Equipments after the issuance of DI shall remain firm to the Buyer unless and until warranted by unforeseen circumstances.
17. Buyer shall sign the Ok certificate jointly with the Seller after delivery, installation, commissioning, trial run etc. of the Machines & Equipments and forward the same to the NSIC.
18. Buyer shall be paid demurrage if any, @ 0.25% of ex-works or FOR price of the Machines & Equipments per day subject to maximum 10% of ex-works or FOR price of the Machines & Equipments only in case of delay in delivery of Machines & Equipments. Demurrage will be effective from the next day of expiry of delivery period till the date of delivery of Machines & Equipments. Demurrage amount shall be paid to the Buyer only if recovered & received from the Seller.
19. NSIC in no manner whatsoever will be responsible for delay if any, in delivery of Machines & Equipments to the Buyer by the Seller. Seller have sole responsibility for the same.
20. Buyer shall not claim from the NSIC any compensation for cancellation of deal or repair of the machine nor claim any damage or loss which he may have to suffer,



whether directly or indirectly on account of damage, manufacturing defect(s), malfunctioning etc. of the Machines & Equipments.

21. Buyer shall indemnify the NSIC against any loss arising out of or in connection with damage, deterioration, destruction etc. of the machine through any cause whatsoever.
22. Buyer shall not make any direct payment to the Seller. All payments shall be made through NSIC.

2. **Terms & condition for receipt of payment from Buyer to NSIC**

1. 1st Payment Schedule- Buyer will deposit Rs.5000/- or 10% booking amount whichever is higher, as advance, of the ex-works or FOR price of Machines & Equipments along with duly filled and signed Purchase Order Form in the NSIC office.
2. 2nd Payment Schedule- To **Seal the Deal**, Buyer shall accept the Proforma Invoice (PI) and terms & conditions issued by NSIC and further deposit 60% advance of ex-works or FOR price of Machines & Equipments to the concerned office of NSIC through RTGS/NEFT within 15 days from the date of booking. In any case Buyer shall not pay more than 70% of the ex-works or FOR price of Machines & Equipments to the NSIC.
3. 3rd Payment or balance payment Schedule - Balance 30% payment towards Machines & Equipments purchase will be deposited by the Buyer at NSIC Office on or before the date of issuance of DI to the Seller by NSIC as per applicable conditions of sale as per PO.
4. All payments will be made through digital mode (RTGS/NEFT etc.) only.

3. **Invoicing Criteria & Tax Implications**

1. NSIC will raise sale invoice to Buyer/consignee as per terms and conditions of sale.
2. GST/Other applicable tax shall be collected from the buyer by NSIC against sale of Machines & Equipments as per sale invoice.
3. Buyer have to comply all Taxes applicable as per statutory norms.

In the event of any dispute or difference arising between the Buyer and NSIC relating to the construction, meaning and effect or performance or any other matter under these presents the Courts at alone shall have exclusive jurisdiction.

Place:

Signature of the Buyer with Seal