



QUOTATION	
Number	415711/9118/S4/R1
Date	Mar 11, 2024
Our Ref.	OP/AGILE ENGI/2024-03-11/09:55
Customer No.	

BILL TO :

AGILE ENGINEERING SOLUTIONS ,
CHAKRAPANI VASAHATDEVKAR VASTI
BHOSARI
PUNE,
MAHARASHTRA,411039-IN.

SHIP TO :

AGILE ENGINEERING SOLUTIONS ,
CHAKRAPANI VASAHATDEVKAR VASTI
BHOSARI
PUNE,
MAHARASHTRA,411039-IN.

Dear Sir/Madam,

We take pleasure in submitting our Quotation for Supply of following.

Description	Qty	Unit Price (Ex Works)	Total Price (Ex Works)
Smarturn CNC Lathe - Fanuc with standard features and accessories including the following:	1	1,775,000	1,775,000
Coolant nozzle above headstock			
Foot switch for operation of chuck & Tailstock			
Pitch error and backlash compensation			
First fill of oils and lubricants in Machine			
Graphic Display			
Absolute Encoder			
Manual Pulse generator			
One set of maintenance tools			
CNC system FANUC 0i TF Plus			
Colour : OFF WHITE & GREY			
Coolant system			
Variable speed 5.5 kW (cont) / 7.5 kW (15 min.).			
Eight-station vertically indexing turret			

Lakshmi Machine Works Limited

Machine Tool Division



Programmable quill IN-OUT tailstock

165 mm x 3 jaw power operated hollow chuck with hollow hydraulic cylinder

Basic packing outstation	1	15,000	15,000
--------------------------	---	--------	--------

Optional Items

Built-in AC for control cubicle (Indigenous)	1	25,000	25,000
--	---	--------	--------

Transportation Charges			0
------------------------	--	--	---

TOTAL PRICE Ex Works (INR)			1,815,000
----------------------------	--	--	-----------

Best Price for AGILE ENGINEERING SOLUTIONS (Ex Works)			1,665,000
--	--	--	------------------

CGST (0%)			0
-----------	--	--	---

SGST (0%)			0
-----------	--	--	---

IGST (18%)			299,700
------------	--	--	---------

TCS (0.1%)			
------------	--	--	--

Gross Total (INR)			1,964,700
--------------------------	--	--	------------------

Amount in Words : Rupees Nineteen Lakh Sixty Four Thousand Seven Hundred Only

Thanking you for your enquiry and looking forward to receiving your valued order, we remain.

Yours Faithfully

For **LAKSHMI MACHINE WORKS LIMITED**

I.N.Bhattacharya

Vice President – Marketing & Sales

TERMS AND CONDITIONS

Quote Validity	30 days from the date of Quotation
Price	The prices are Ex-works (Coimbatore)
Taxes & Duties	Extra as applicable at the time of dispatch.
Payment Terms	
Bank Details	Beneficiary Name: Lakshmi Machine Works Ltd IFSC: IDIB000C031 (Bank Name: INDIAN BANK) Account Type: Current Account Account Number: 447863016
Delivery Terms	from date of receipt of technically and commercially clear order.
Warranty	LMW parts warranty for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier (excluding freight, import duty, if any) Warranty does not include Consumables like glasses, fuses & other rubber part and any damage to machine due to accident or service done by non-authorized agents. Work holdings, Toolings & Accessories will be based on the usage provided in supplier manual and not exceeding 12 months.
Transportation	Borne By Customer
Insurance	Borne By LMW
Trial Components for Toolled up machine (if applicable)	50 nos. each of the components along-with all gauges to be sent to us within 15 days of intimation from our end. For conducting trials during machine inspection, tooling's will be used from this package. Necessary gauges for inspection to be brought by the purchaser.
Erection & Commissioning	The above price includes only the commissioning part of the machine. The customer has to borne the unloading & erection charges.
Customer Training	Complimentary training for one person in programming & operation and one person in machine maintenance at LMW training center. Travel & accommodation for training will be borne by the customer.
Inspection	Machine inspection will be done by LMW before dispatch. Test reports & charts will be supplied along with the machine. In case of inspection requirement at works, the customer has to confirm at the time of order finalization.
Other terms	Order once placed, cannot be cancelled by you. Our system will not accept changes after scheduling of your machine for manufacture. Please check through your scope of supply carefully before placement of order. Please note if any optional items selected, delivery to be discussed before order finalization

General Conditions of Sale (Reference No.781/2009)

The following General Conditions shall apply, save as varied by express agreement accepted in writing by both parties:

All contracts for the supply of goods entered into with the Company shall be deemed to have been entered into upon the terms and subject to the conditions hereinafter contained.

CONTRACTS

All contracts for the supply of goods shall be deemed to have been entered into as between Sellers (meaning Lakshmi Machine Works Limited or their successors or assigns) and Buyers (who will be the other party to the contract, their heirs, legal representatives and permitted assigns), notwithstanding anything to the contrary appearing in the contract or in any correspondence relating thereto. Subject to clause X any suit arising out of any contract entered into with the Sellers shall be instituted only in a Court of Competent jurisdiction within the city of Coimbatore, Tamilnadu.

An order shall not become a contract until it has been accepted in writing by Sellers not withstanding receipt by Sellers of any amount, as security deposit or otherwise

The Sellers shall not be held responsible in any manner whatsoever for non-conformance to any statutory norms and regulations unless the same has been accepted in writing by the Sellers. It is the interest of the Buyers that the requirement of conformance to any statutory and / or regulatory requirement is brought to the notice of the Sellers prior to issuance of Acceptance of Order.

Any addition or alteration to contract terms shall bind the Sellers only if agreed to in writing.

In the event of any inconsistency between these general conditions of sale and Buyer's conditions of purchase, if any, the former will prevail.

PRICE/PAYMENT

Price and all other dues to Sellers are payable at Coimbatore.

B. All prices quoted are subject to alteration before its acceptance.

C Any payment made as earnest money or security deposit (which also shall mean earnest money) is accepted by Sellers only without liability to pay any interest and to be forfeited without prejudice to Sellers' other rights in case Buyers cancel the contract or portion thereof or do not abide by Contract terms. D. Contract price does not include excise,VAT, octroi or other duties; freight and insurance; taxes on sale, purchase, assessments, levies or additional expenses occasioned by causes beyond seller's control (including statutory impositions) or by force majeure. All said amounts will be borne by the Buyers.

E. Customers registered under the Sales Tax Act/VAT should furnish their Sales Tax Registration Number/VAT registration number in the purchase order. In the absence of relevant forms the applicable rate of tax will be charged.

F.If any amount, collected by Sellers from Buyers as or towards tax on sale is paid by Sellers to Government, any subsequent refund of the amount to Buyers on the ground that tax is not legally due to Government on the transaction will be subject to actual receipt of refund either of the entire tax amount or any part thereof as the case may be from Government by Sellers.

G. In cases where the Sellers agree to the request of the Buyers to hand over the documents for collection to any bank specified by the Buyers, the Buyers undertake to make good the payment involved, to the Sellers, if for any reason whatsoever (including the failure of the bank), payment is not actually received by the Sellers, within 15 days, from the date of delivery of the documents to the bank. Interest and other charges payable to collecting bankers will be to Buyer's account.

H. Time of payment is the essence of the contract and the contract is entered into on the clear understanding that the Buyers agree to make payment notwithstanding any dispute or claims, which will however, be settled by arbitration, as provided for under clause No.X. No claim shall be entertained till payments have been made when due

I.Interest at the rate for borrowings prevailing at the time of default will be payable on demand on all outstanding from the date of default.

IV.DELIVERY

A. The delivery period stated in the Quotation/Acceptance of Order will commence from the date of receipt of the initial payments, completion of commercial formalities, and finalisation of all specifications and receipt of clarifications thereon, if any.

B. The time of delivery/despatch indicated in the contract is not guaranteed and will be extended by any delays occasioned by causes beyond Sellers' control including delays on account of the necessity to comply with the Government regulations or due to delay in securing import Licences and/or force majeure. Contracts are entered into in consideration of the definite understanding that Buyers will accept delivery of the consignments as and when received and will not cancel the contract or part thereof or claim any compensation for damage either direct or indirect on account of delays, if any, in delivery/despatch or refuse to accept delivery of the goods or any instalment thereof or return any instalment already delivered on ground of delay in delivery/despatch.

C. Delivery/Despatch may be made in one lot or in several lots at Sellers' option and when made in several lots, bills will be made out by Sellers representing approximately the price of each lot and the amount of any such bills will not be disputed so long as the total of all bills does not exceed contract value.

D.The Sellers shall be relieved of their liability in any contract whatsoever arising out of the quotation whenever the fulfillment of the Sellers' sub-suppliers' are hindered, prevented, or frustrated in consequence of

any circumstances, or conditions beyond their control, including war,hostilities, riot or civil commotion or labor disturbances, go slow tactics, lay-off, strikes, lock out or closure of factory on account of political disturbances or other causes or occurrence beyond Sellers' control whether of the same nature or otherwise, amounting to force majeure or directions of any Government, Government department or any other constituted authority.

E. Buyers will inspect the goods immediately on arrival thereof and will within seven days from date of arrival give Sellers notice of any matter by reason whereof they may allege that the goods are not in accordance with the contract. If Buyers fail to give such notice the goods will be deemed to be in all respect in accordance with the contract and Buyers will not be entitled thereafter to put in any claim against Sellers.

V. PROPERTY/RISK

A. The contract for the supply of goods shall be deemed to have been fulfilled as soon as the goods are declared to Buyers as ready for delivery/despatch. This, however, does not imply transfer of property, which will take place only after full value of the contract has been duly received by the Sellers. The risk of any damage to, or loss or deterioration or rusting of the said goods from whatever cause, arising after the goods are declared ready for delivery/despatch shall be borne by the Buyers. The Sellers will inform the Buyers to insure the goods for the storage in Seller's premises, usual transit risks, and any other special risks, which the Sellers may consider necessary, as soon as the goods are ready for delivery/despatch.

B. The goods will remain the exclusive property of Sellers until full payment of price. In case of default, Sellers will have the right to enter upon the premises where goods are lying or installed for the time being and retake possession of same without prejudice to Sellers other rights and remedies and Buyers hereby give Sellers necessary leave and licence for same and until such payment is made in full, no creditor, assignee receiver or liquidator of Buyers shall have any claim to them.

C. In the event of any loss, damage or pilferage, replacement of any such part or whole will be the subject matter of a fresh contract on fresh terms.

D. Where Sellers act on Buyers behalf they do so as Buyers agents and at Buyers' risk and cost and on condition that Buyers will not bring forward any claim against sellers of any ground including negligence. Statutory liabilities, if any, in this regard are excluded.

VI. CONFIRMATION OF ORDERS

All orders are subject to confirmation by Sellers. No cancellation of the orders can be accepted unless in special circumstances where Sellers' agreement in writing to accept cancellation is given.

VII. GENERAL LIEN

The Sellers shall be entitled to a general lien on the goods in the possession of the Sellers under any contract, for all monies for the time being due to the Sellers by the Buyers under that contract or any other account whatsoever, and they shall also be entitled to apply any monies of the Buyers for the time being in the hands of the Sellers under any one contract in or towards satisfaction and discharge of any monies due to the Sellers under any other contract or contracts.

VIII. REMEDIES FOR BREACH OF CONTRACT

A. Failure on the part of the Buyers to complete the payment on due date or failure/ refusal to accept the delivery of goods as per the terms accepted by the Sellers will be regarded as breach of contract and the Sellers shall be entitled to recover storage, insurance and other charges and forfeit any deposit paid by the Buyers at the time of order without further recourse to the Buyers.

B. The Sellers shall have the right of resale of the materials, at Buyer's risk and consequences for such contracts as have not been completed in so far as the terms of payment are concerned. The Sellers are entitled to a reselling commission of 5 % in such cases. The Sellers will also be entitled to recover from the Buyers any difference between the final price intimated and the price realised by resale of the materials.

IX. TEST/GUARANTEE

A. Test Certificates furnished by Suppliers/Sellers, if any will be accepted by Buyers as final and conclusive evidence that goods covered by the certificate can fulfil such guarantees, if any, as are given by Suppliers/Sellers.

B. Sellers guarantee the machine and the accessories manufactured by them against any defects in material and workmanship for a period of 12 months from the date of commissioning or 15 months from the date of despatch whichever is earlier, based on single shift working.

X. ARBITRATION

A. Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this contract/ quotation or a breach thereof including any dispute arising out of resale under clause VIII shall be decided by a sole arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any other statutory modifications or re-enactments thereof.

B. The president of the Indian chamber of commerce and Industry,Coimbatore shall appoint a sole arbitrator from out of a panel of arbitrators available with the Indian chamber of commerce and industry,CoimbatoreC. It is agreed and understood that the court having jurisdiction over Coimbatore alone shall be competent to entertain any proceedings pertaining to the arbitration agreement and /or arbitral proceedings pursuant to this clause.