

C/o Smartworks,Victoria Park, Level 2,Block : GN,
Plot no. 37/2,Sector V, Salt Lake,Kolkata – 700091
GST No : 19AAACO0481E1ZO
Date 04 Jul 2024

Ref. No.

E24TN2153

Contract No.

FD4192

To,

THE ---Select---

S L LUBRICANTS THIMPHU , BHUTAN,

GST No : GSTNOTAPPLICABL PAN No : PANN0TAPPL

Subject : SSMR finish Cabin panels and door panels Machine No : D4192

Dear Sir/Madam,

We are pleased to submit the following proposal to be carried out at your premises located at Bhutan Post Gelephu in

We propose to supply the following material(s) per the terms and conditions specified hereunder; for the sum of Rs.

740,000.00 exclusive of taxes (Rupees Seven Lakhs Fourty Thousand only)

Description of goods

Description of goods	Quantity
LIFT SSMR CABIN COMPLETE SET	1.000
LIFT SSMR DOOR COMPLETE SET	7.000
SSMR COP FACEPLATE	1.000

A. The above quotations are effective for 30 days from the date of proposal and thereafter and are subject to change the thereafter at our sole discretion and without notice.

B. Our price quotation is exclusive of all taxes. The price quoted shall be subject to change from time to time at our discretion.If any other Tax (including but not limited to levies under GST) to this transaction is levied after the date of this

Particulars	Amount (Rs)
Value of Material(s)	740,000.00
IGST @ 0.00% (EXPORT)	0.00
Total	740,000.00

C. You would be required to make the full payment on signing of the contract along with the order by way of Crossed cheque or demand draft, favoring OTIS ELEVATOR COMPANY (INDIA) LTD. Payment by cash will not be accepted.

D. You hereby undertake to send the TDS certificate under the applicable laws (including but not limited to GST) within 30 days to this office, otherwise it would be construed as payment outstanding.

E. Delivery: We can complete the work in 12-16 WEEKS number of days/weeks from the date of receipt of your order, on signing of the contract , layout approval on technical details whichever is later, subject to your handling one elevator at time days, prior to the above completion period.

CONDITIONS OF CONTRACT

1. You hereby confirm that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building as and when, in our opinion this provision is being violated.
2. Unless otherwise expressly agreed in writing, it is understood that the work will be performed during our regular working hours of our regular working day. If overtime work is mutually agreed upon and performed, additional charges (as applicable), at our usual rate for such work, shall be added to the contract price.
3. We shall not be liable for any loss, damage, or delay, due to any cause beyond our reasonable control, including, but not limited to, lack of shipping space, embargoes, acts of government, strikes, lockouts, fire, accident, explosion, theft, flood, riots, civil commotion, war, mischief delay in supplies of raw material and components either at our suppliers' works or at our works due to any or all of the reasons such as energy crisis, electricity cut, rail/road transporters strike, go slow, bandhs, non-availability of essential raw material (iron & steel, pig iron, aluminium, copper, silver, brass stainless steel various alloys, electrical grade steel, etc.), act of God or of the State's enemies or act of third party. Should damage occur to our material, tools or works on the premises from any such cases, you shall compensate us for the same. You agree that we will not be liable to you for any loss or damage by reason of any act, neglect or default on our part or on the part of our agents, servants, or workmen, suffered by yourself or by any other person in the event that any such person or persons files a suit or claim for damages or compensation against you. Without in any way limiting the operation of the foregoing provisions, under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Otis or its affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to, loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this agreement.
4. We guarantee the workmanship of materials furnished by us under this contract and we will make good any defects, not due to ordinary wear and tear or to improper use or care, which may develop within one year from date of completion, provided elevator is under our maintenance contract.
5. This contract being material contract for supply, any packing cases, or left over material or tools tackles, instruments etc., brought to site shall remain our property and dismantled old lift materials of customer shall become our property.
6. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and submitted only to show the general style, arrangement and dimensions of the machinery. In case of any variation between your specifications, terms and conditions and our quotation/ correspondence, our quotation will prevail.
9. If you cancel the contract or commit a breach of the contract or the contract remains dormant for 54 weeks from signing the contract, we shall be entitled to claim damages and /or compensation including the cost of materials and the loss of profits/administrative expenses at actual or at the rate of 10% of the value of the contract, whichever, is higher.
10. To the extent applicable, you shall be exclusively responsible for procuring permits/licenses from Statutory/ Regulatory Authorities, including but not limited to Lift Inspectorate/ PWD Office and pay all necessary fees for such licenses/ permits and inspection fees. Otis may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory authorities.
11. Our aggregate liability under contract or law will be limited to 25% of the contract amount. Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Otis or its affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to, loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this agreement.
12. This proposal when accepted by you and approved by our authorized official shall constitute a binding contract between us, and all prior representations or arrangements not incorporated herein shall be superseded.
13. All our employees are covered under the provision of ESI Act, if applicable (ESIC code no.31-7123-A-66) or under the Workmen's Compensation Act or the Company's Group Personal Accident Insurance Scheme as the case may be.
14. You confirm that you are registered with GST Authorities and accordingly hold the TIN/GST bearing No.....

(Please mention 'NOT APPLICABLE' in case the said clause does not apply. By mentioning 'NOT APPLICABLE' you

Note: If you wish to place an order on us, kindly sign and return to us both copies of our estimate with requisite amount. On receipt of the same, one copy will be returned to you duly signed by our authorised representative, for your records.

Your's Faithfully

OTIS ELEVATOR COMPANY (INDIA) LTD.

Ref.No. : E24TN2153

Contract No. : FD4192

Contact No. : 9831579708

Email ID: kevin.wheatley@otis.com

Date : 04.07.2024

K M Wheatley
Sign _____

Name : K M Wheatley

Title : Sr. Manager - Service Sales

Acceptance On _____ 20 _____
Customer
Name _____
Title _____
Signature _____
Contact No. _____
Email Id _____

✓

Kmuvheatley

OTIS
Name _____
Title _____
Signature _____
Contact No. _____
Email Id _____