

C/o Smartworks,Victoria Park, Level 2,Block : GN, Plot no.  
37/2,Sector V, Salt Lake,Kolkata – 700091

GST No : 19AAAC00481E1ZO

Ref. No.

E24TN2152

Contract No.

FD4192

Date

04 Jul 2024

To,

THE ---Select---

S L LUBRICANTS

THIMPHU ,

BHUTAN,NA

GST No : GSTNOTAPPLICABL

PAN No : PANN0TAPPL

Subject : SS#4 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 relation to the subject Machine No. D4192

We propose to supply the following material(s) per the terms and conditions specified hereunder; for the sum of Rs. 660534.00 exclusive of taxes ( Rupees Six Lacs Sixty Thousand Five Hundred Thirty Four Rupees only )

Description of goods	Quantity
LIFT SS#4 FINISH CABIN COMPLETE SET	1.000
SS#4 DOOR COMPLETE SET	7.000
SS 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 proposal, will be charged to your account and payable immediately.The taxes applicable as on date are as under;

Particulars	Amount ( Rs )
Value of Material(s)	660534.00
IGST @ 0.00% (EXPORT)	0.00
Total	660534.00

*Kmwheatley*  
OTIS :

✓CUSTOMER :

Pages 1 OF 3

Otis Elevator Company (India) Limited  
O: +91-22 2844 9700 / 6679 5151  
F: +91-22 2844 9791

Registered Office:  
9th Floor, Magnus Towers,  
Mindspace, Link Road  
Malad (West), Mumbai 400 064  
CIN: U29150MH1953PLC009158  
otis.com

**OTIS**

- 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.
7. The prices quoted is exclusive of taxes/GST as currently applicable, should there be any amendments or variation in the rate of or methodology for charging the applicable taxes (not limited to levies under GST), and or should there be any new levy imposed on account of change in law or imposition of new law, the same would be claimed by us as soon as the amount thereof is ascertained and shall be payable by you immediately.
8. In compliance with Section 171 of CGST Act 2017, the contract price has been determined after due consideration of the applicable taxes as on the relevant date (including but not limited to GST) on input side as well as on output side along with the available benefit of input tax credit as per the law.

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Pages 2 OF 3

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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 confirm that you are not a registered dealer as per the GST laws).

This order is deemed to be concluded at Mumbai/Delhi/Kolkata/Bangalore (strikeout whatever is Not applicable) and only courts in this place shall have jurisdiction in the event of any dispute whatsoever.

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.

Ref.No. : E24TN2152  
Contract No. : FD4192

Customer  
Name ✓  
Title ✓  
Signature ✓  
Contact No. ✓  
Email Id ✓

Your's Faithfully  
OTIS ELEVATOR COMPANY (INDIA) LTD.  
Sign *Kmwheatley*  
Name : K M Wheatley  
Title : Sr. Manager - Service Sales  
Contact No. : 9831579708  
Email ID: kevin.wheatley@otis.com  
Date : 04.07.2024

Acceptance On \_\_\_\_ 20 \_\_\_\_  
OTIS  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Contact No. \_\_\_\_\_  
Email Id \_\_\_\_\_  
Customer Promised Date \_\_\_\_\_

*Kmwheatley*  
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Pages 3 OF 3

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