



தமிழ்நாடு தமிழ்நாடு TAMILNADU

5359 / 6.4.2018

Neena Fernandez
Monarck Engineers
Kochi.

N. AKBAR NAVAS
Stamp Vendor,
L. No. 12 / TRP / 2008
Pollachi, Tamilnadu

BB 650581

AGREEMENT

This Agreement made this 7th day of April 2018 between, Mr.A.Sivasalapathy, Director, M/s. Eco Coir Cluster India Private Limited, No.12, Ramegounder colony, Behind CTC Depot, Coimbatore Road, Pollachi, Pollachi Taluk, Coimbatore District herein after referred to as "Implementing Agency" on ONE PART and Mrs. Neena Fernandez, Managing Partner (Designation), M/s. Monarck Engineers, having the Registered Office at CCVII/1737 – B, Mundamveli P O., Cochin - 682 507 hereinafter called the "SUPPLIER" on the OTHER PART.

For IMPLEMENTING AGENCY
ECO COIR CLUSTER INDIA PVT LTD.,

Authorized Signatory

For MONARCK ENGINEERS

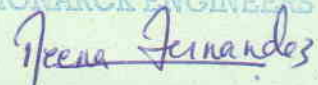
Neena Fernandez
NEENA FERNANDEZ
(Managing Partner)

2. Whereas the Implementing Agency desired to procure 2 Nos. Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles on turnkey basis for M/s. Eco Coir Cluster India Private Limited, the **Special Purpose Vehicle (SPV) of Pollachi Coir Cluster, under Scheme of Fund for Regeneration of Traditional Industries (SFURTI)**, by calling tenders vide Tender Notice No.SFURTI/TN-POL/R-001/2017-18 dated 05.06.2017, the technical bid was opened on 07.07.17 and the Price bid was opened on 11.07.17.
3. And whereas the "Supplier" has made an offer for the above said Tender.
4. And whereas the "Supplier" has quoted rate of Rs.82,46,488/- (Rupees Eighty Two lakhs forty six thousand and four hundred and eighty eight only) inclusive of all duties & taxes.
5. And whereas the "Supplier" after due negotiation agreed to undertake the assignment at **Rs. 74,70,580/- (Rupees Seventy Four Lakhs Seventy Thousand Five Hundred and Eighty only)** inclusive of all duties & taxes.
6. Whereas the Implementing Agency, based on Tender Committee approval has accepted the negotiated rate of the "Supplier" vide letter No.ECO/IA/2017/16 dated 17-07-2017.
7. And whereas both "Implementing Agency" and the "Supplier" have agreed to execute an agreement setting out the terms and conditions here under mentioned as agreed to by both the parties to this agreement.
8. **NOW THIS DEED OF AGREEMENT WITNESSES:**
 - (i) **EMD and Security Deposit**
 - a) The "Supplier" has remitted an amount of Rs. 50,000/- (Rupees Fifty Thousand only) towards Earnest Money Deposit (EMD) in the form of Demand Draft No 090876 dated 28-06-2017 drawn on Bank of Baroda.
 - b) The "Supplier" has remitted an amount of **Rs. 3,23,529/- (Rupees Three Lakhs Twenty Three Thousand Five Hundred and Twenty Nine only)** towards Security Deposit (SD) being 5% of the value of the contract after adjusting the Earnest Money Deposit of Rs. 50,000/-, in the form of bank guarantee No. 2875IGPER000418 issued by Bank of Baroda, Panampilly Nagar Branch, Ernakulam (Bank branch & address) dated 02.03.2018.
 - c) Security Deposit amount will not earn any interest.
 - d) Security Deposit will be retained till the completion of contract.
 - (ii) **Scope of Work and Rates:**
 - (a) The "Supplier" should undertake supply, erection and commissioning of 2 Nos. of Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles on turnkey basis

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at the rate of **Rs. 74,70,580/- (Rupees Seventy Four Lakhs Seventy Thousand Five Hundred and Eighty only)** inclusive of all duties & taxes. The Technical Specifications given in the Annexure-I should be strictly followed.

- (b) The supplier shall demonstrate the performance of the 2 Nos. of Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles, as stipulated by the Implementing Agency, in complete conformity with the technical specifications and performance parameters specified in Annexure I.
- (c) The performance tests should be completed within 15 days from the date of installation of the machine, provided that necessary facility for the performance test such as raw material, operatives, power supply etc are arranged by the Implementing Agency in time.

(iii) The detailed price schedule is given as under:

Sl. No	Description	Total Cost inclusive of all duties & taxes (Amount in Rs.)
1.	Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles on turnkey basis as per the technical specification in Annexure-I	Rs. 74,70,580/- (Rupees Seventy Four Lakhs Seventy Thousand Five Hundred and Eighty only)

Any upward revision of duties and taxes during the currency of the contract has to be borne by the "Supplier".

9. SCHEDULE OF SUPPLY

- (a) The specification of Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles should be as per Annexure-I.
- (b) The delivery of Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles ordered shall be completed within 120 days from date of issue of advance payment against advance bank guarantee. Delay beyond this period will attract penalty.
- (c) The Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles should be delivered and installed at Survey No.235/B2, Suleeswaranpatti village, Pollachi Taluk, Coimbatore District.
- (d) If the contract is not completed within the stipulated time or extended time, the Implementing Agency will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the supplier. Such cancellation will entail forfeiture of EMD and Security Deposit.
- (e) In the event of non- performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period and if it is found that the Contractor, has not fulfilled the contractual obligation with the Implementing Agency in any manner during the currency of the contract or also found on later date, the Implementing Agency reserves the

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right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 5 years.

10. PERFORMANCE TEST

- (a) The supplier shall demonstrate the performance of the Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles in complete conformity with the relevant technical specifications and performance parameters as specified in the Purchase Order.
- (b) This demonstration should be done as stipulated by the Implementing Agency.
- (c) The performance tests should be completed within 15 days from the date of installation of Fully Automatic Powerloom for manufacture of Coir Mattings and Geo-textiles, provided that necessary facility for the performance test such as raw material, operatives, power supply etc are arranged by the Cluster in time.

11. TRAINING OF STAFF

- (a) The supplier should provide training to Staffs on the operation and maintenance of Fully Automatic Powerloom machines and supporting accessories before the commencement of performance test.
- (b) The supplier should provide 2 hard copies and soft copies of brochures & operation manuals for Fully Automatic Powerloom machines and supporting accessories.

12. PERFORMANCE GUARANTEE

- (a) The Fully Automatic Power loom for manufacture of Coir Mattings and Geo-textiles and the accessories are to be guaranteed, for a period of twelve months from the date of completion of performance test against manufacturing defect, bad workman ship or poor performance.
- (b) During performance guarantee period of 12 months they should attend any call from the Implementing Agency immediately, in case of any problems, related to operation or malfunctioning of the machine, without any delay for regular functioning of the cluster. The above service should be done at Free of cost.
- (c) Upon the complete fulfillment of this contract by the supplier, to the satisfaction of the Implementing Agency, after completion of one year period, for the satisfactory performance of the machine, the performance security (bank guarantee) furnished by the supplier will be returned to him, after recovery of dues if any.

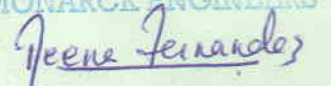
13. PAYMENT CONDITIONS

- a) **40% of contract value** will be paid on execution of agreement against bank guarantee. The supplier should produce Bank guarantee for the equal amount, which should be valid for a minimum period of 6 months. If necessary the bank guarantee should be extended for the required period as requested by M/s. Eco Coir Cluster India Private Limited..

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b) **45% of the contract value** will be paid on receipt of the complete set of machinery as per the order in full in good condition, at the destination, after acceptance by the tender committee, within one month from the date of delivery at the designated site.

c) **10% of the contract value** will be paid on successful completion of performance test within one month time. In case there is any delay in conducting performance test on the part of the Implementing Agency, payment will be made to the supplier within one month from the date of installation of machinery by the supplier.

d) **The balance 5% and SD** will be paid only after satisfactory completion of the entire contract, including performance test and submission of bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.

e) The Implementing Agency also reserves the right to recover any dues from the supplier, which is found on later date, any excess payment made, after final settlement is made to them. The supplier is liable to pay such dues to the Implementing Agency immediately on demand, without raising any dispute/protest.

14. PENALTY

a) Failure to execute the entire contract within 120 days from the date payment of Advance to the supplier will attract a penalty of 1% per week, on the full value of the contract upto a maximum of 5%. Delays beyond that period will result in cancellation of the orders.

b) Failure to attend the service complaint reported by the Implementing Agency within 48 hours will attract a penalty of Rs.1,000/- per day. This clause will become void if the Implementing Agency fails to make the payment within the time limit as per payment terms mentioned above.

c) Any delay on the part of M/s. Eco Coir Cluster India Private Limited should be intimated and sorted out immediately without affecting the progress of works. However, if it is established that the delay is on the part of the IA, even after proper timely intimation by the supplier, the levying of penalty will be relinquished to that extent.

15. TERMINATION OF THE CONTRACT

The Implementing Agency reserves the right to terminate the contract at any time during the validity period, on account of non-fulfilment of contract, on any count.

16. GENERAL CONDITIONS

a) Any other minor items of equipment which is not specifically indicated in the approved specification shall also form part of the "Supplier" scope of supply and should be executed as decided by the Implementing agency without any additional payment if such item is essential for making the project operational..

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b) Any notice regarding any problems, to the supplier shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.

c) While carrying out the work Supplier is solely responsible for any untoward occurrences to the labours engaged by the "Supplier" and any payment of compensation etc., to such labours..

d) The "Supplier" should abide by all Government Orders issued from time to time in respect of labour regulations.

e) The Implementing Agency reserves the right to relax or waive, amend any of these terms & conditions, provided that such relaxation or waiver, amendment will be in conformity with stipulations under tender conditions of Tender Notice No.SFURTI/TN-POL/R-001/2017-18 dated 05.06.2017.

f) In the course of discussion and instruction, the Implementing agency may disclose information of confidential and proprietary nature relating to its products, knowhow, to the "Supplier". Such information shall be considered as confidential.

g) Any takeover/ change of management during the currency of contract should be intimated to the Implementing agency prior to 15 days of such takeover/change of management.

17. ASSIGNMENT

The "Supplier" shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor shall take a new partner without written consent of the Implementing Agency provided nevertheless any such consent shall not relieve the "Supplier" from any obligation, duty or responsibility under the contract.

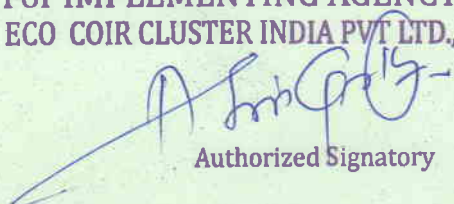
18. ARBITRATION

a) In case of any dispute in the tender, including interpretation, if any, on the clauses of the tender or the agreement to be executed, the matter shall be referred by the Implementing Agency / Supplier to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the Chairman, Coir Board for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.

b) The venue of the Arbitration shall be at the Regional Office, Coir Board, Pollachi. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.

c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at Coimbatore only.

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19. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Tender/Agreement will be subject to the jurisdiction of the Courts in the City of Coimbatore only.

We agree to the above terms and conditions.

Mr.A.Sivasalapathy, Director, M/s. Eco Coir Cluster India Private Limited, No.12, Ramegounder colony, behind CTC Depot, Coimbatore Road, Pollachi, Pollachi Taluk, Coimbatore District herein after referred to as "Implementing Agency" on ONE PART and Mrs. Neena Fernandez, Managing Partner (Designation), M/s. Monarck Engineers, having the Registered Office at CCVII/1737 - B, Mundamveli P O., Cochin - 682 507 hereinafter called the "SUPPLIER" on the other part signed this agreement on the day, month and year first above.

Agreed by both the parties.

SUPPLIER

Neena Fernandez

Managing Partner *Neena Fernandez*
(Managing Partner)

WITNESSES: -

1. Liby Bony, Konuly House,
Thoppumpady, Cochin - 682505

2. ~~V A Majeed,~~
~~No 3 Jayaprabha Nagar,~~
~~Kannur - 670002~~

Hareesh. tl
Velupil House
Magithara P.O
Cherthala, Alleppey -

For IMPLEMENTING AGENCY
ECO COIR CLUSTER INDIA PVT LTD.,
IMPLEMENTING AGENCY

[Signature]
Authorized Signatory

WITNESSES: -

1. *[Signature]* *K. Nagarajan.*
S/o Karuparan
183/2c2, Rangasamutharam,
Suleeswariyapatti (Po)
Pollachi - 642006.

2. *V. Kanagaraj*
S/o M. Velusamy
2/197-3, Aggampalayam
Jamun Muthur (Post)
POLLACHI, 642005.

TECHNICAL SPECIFICATIONS

MINIMUM SPECIFICATIONS OF FULLY AUTOMATIC POWER LOOM (2 METRE WIDTH) WITH SUPPORTING MACHINES FOR MANUFACTURE OF COIR MATTING & GEO-TEXTILES

The supply items include the following machineries:

I-(i) BOBBIN WINDING MACHINES (4 HEAD):- 1No

I-(ii) COPS WINDING MACHINES (2 HEAD):- 1No

I-(iii) POWER LOOM (2 MTR) :- 2 No

The technical specification for each of the above machineries is given below:

I – (i): Specification for Bobbin Winding Machine

Product /Machine /Output/Performance Requirement	
Bobbin weight	2.5 Kgs.
Bobbin length	30 cms
Production capacity	200 bobbins/8 hrs.
Number of Heads	4

I – (ii): Specification for COPS Winding Machine

Product /Machine /Output/Performance Requirement	
Cops size	Suitable for the shuttles
Production capacity	400 cops / 8 hrs.
Number of Heads	2

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I – (iii): Specification for Power loom (2 Mtr. width)

Product /Machine /Output/Performance Requirement	
Coir Mattings & Geo-textiles Width	2 Metre
Speed of loom	Min. 60 shorts / minute
Production capacity	Minimum 60 to 65 metres of fabric with 130 weft metre
Tappets/cams and gears	Suitable to weave 2 shaft Plain, Panama 2/2, 4 shaft, Boucle weaves and Geo Textiles
Heddle frames	4 Nos.
Shuttles	6 Nos
Creel Stand	To hold 675 bobbins
Weaver's platform	Min.900 mm width running across the width of loom

Electric Motor should be of reputed brand, three phases with optimum output power suitable for smooth functioning, maximum production with minimum power consumption provided with starters and safety features with minimum warranty of one year. Machinery should be capable of producing the required quality and quantity prescribed. Specific Details of the machineries developed by adopting suitable technologies for quality improvement, output and reduced operational cost can be submitted on separate sheet.

The above specifications are minimum requirements. The supplier shall offer the 2 Nos. of Fully Automatic Power Loom (2 Metre Width) with supporting machines and accessories for manufacture of Coir Matting & Geo-textiles strictly meeting the above requirements or with better specifications. Any accessories/parts/components not specifically stated in the specification but which are necessary for satisfactory operation of the Fully Automatic Power Loom (2 Metre Width) for manufacture of Coir Matting & Geo-textiles shall deem to be included in the scope of supply.

SUPPLIER

Neena Fernandez
Managing Partner

For MONARCK ENGINEERS

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IMPLEMENTING

AGENCY
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[Signature]
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