



தமிழ்நாடு தமில்நாடு TAMILNADU

BK 697097

ந. வேழலதா

முத்திரை தாள் விற்பனையாளர்

மாண்புமிகு நீதி மன்றம்

கோயமுத்தூர், தமிழ்நாடு.

எண் : 14/82/B1/84

P. ABOOBACKER KOYA

WHEELS ~~FREE~~ AGREEMENT

USE

This Agreement made this 20th day of January 2017 between,
Mr.A.Sivasalopathy, 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 Mr.P.ABOOBACKER KOYA, CHAIRMAN
M/s. Wheels Free, having the Registered Office at XIX/230, Velliparamba,
Kozhikode-673008, Kerala hereinafter called the "SUPPLIER" on the
OTHER PART.

(Contd...2)

For WHEELS FREE

Chairman

For IMPLEMENTING AGENCY
ECO COIR CLUSTER INDIA PVT LTD.,

Authorized Signatory

2. Whereas the Implementing Agency desired to procure Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries 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/01/2016-17 dated 29.06.2016, which were opened on 26.08.2016.
3. And whereas the "Supplier" has made an offer for the above said Tender.
4. And whereas the "Supplier" has quoted rate of Rs.2,49,99,435/- (Rupees Two crores forty nine lakhs ninety nine thousand four hundred and thirty five only) inclusive of all duties & taxes.
5. And whereas the "Supplier" after due negotiation agreed to undertake the assignment at Rs. 2,46,71,250/- (Rupees Two crores forty six lakhs seventy one thousand two hundred and fifty 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/2016/14 dated 24-10-2016
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.

(Contd...3)

For WHEELS FREE

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8. NOW THIS DEED OF AGREEMENT WITNESSES:

(i) EMD and Security Deposit

- a) The "Supplier" has remitted an amount of Rs. 2,00,000/- (Rupees Two lakhs only) towards Earnest Money Deposit (EMD) in the form of Demand Draft No 090382 dated 28-07-2016 drawn on PUNJAB NATIONAL BANK
- b) The "Supplier" has remitted an amount of Rs. 10,33,563/- (Rupees Ten lakhs thirty three thousand five hundred and sixty three only) towards Security Deposit (SD) being 5% of the value of the contract after adjusting the Earnest Money Deposit of Rs. 2,00,000/-, in the form of bank guarantee No.IBG72330 issued by The Federal bank Ltd., S.M.Street, Kozhikode dated 04.11.16.
- 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 Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries on turnkey basis at the rate of **Rs. 2,46,71,250/-** (Rupees Two crores forty six lakhs seventy one thousand two hundred and fifty only) inclusive of all duties & taxes. The Technical Specifications given in the Annexure-I should be strictly followed.
- (b) The successful tenderer shall demonstrate the performance of the Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries, 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.

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

Sl. No	Description	Total Cost inclusive of duties, taxes & TNVAT (Amount in Rs.)
1.	Coir PVC Tufted Mat manufacturing machine - 1 No. with Printing facility and supporting machineries as per the technical specification in Annexure-I	Rs. 2,46,71,250/- (Rupees Two crores forty six lakhs seventy one thousand two hundred and fifty 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 Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries should be as per Annexure-I.

(b) The delivery of Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries ordered shall be completed within 150 days from the date of issue of purchase order. Delay beyond this period will attract penalty.

(c) The Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries 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 successful tenderer. Such cancellation will entail forfeiture of EMD and Security Deposit.

(Contd...5)

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(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 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 successful tenderer shall demonstrate the performance of the Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries 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 Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries.

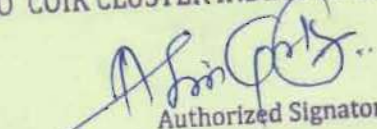
11. TRAINING OF STAFF

- (a) The tenderer should provide training to Staffs on the operation and maintenance of Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries before the commencement of performance test.
- (b) The tenderer should provide 2 hard copies and soft copies of brochures & operation manuals for Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries.

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12. PERFORMANCE GUARANTEE

- (a) The Coir PVC Tufted Mat manufacturing machine with Printing facility and supporting machineries and its 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 tenderer 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 12 months. The Bank guarantee will be held until the successful completion of the Performance test of the project and on successful completion of the Performance test of the project the bank guarantee will be released, after inspection and clearance from the Purchase committee. If necessary the bank guarantee should be extended for the required period as requested by the Implementing Agency.

(Contd...7)

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b) 45% of each item of machinery, as per the cost break up given below, will be paid on receipt of the item in good condition, complete with all accessories, at the destination, after acceptance by the purchase committee.

Item S.No.	Description of Machinery/Equipments	Total Cost (in Rs.)
1	a) Cutting Head complete with Drive motor, Gear Box with all accessories and Heating and Cooling Panels, Conveyor with Head Drum, Tail drum, Drive Motor, Gear Box, Belt aligner and with all accessories	90,00,000
	b) Balance items for Tufting units consisting Creel stand, Yarn Dryer, Slitting and Cross cutting station, Rolling Machine, PVC Mixer, Shearing Machine and shearing dust collection system, Electrical Control Panels, Circular Knife Grinding Machine, Double Diaphragm Pump, Teflon Belt etc.	85,00,000
2	<u>Thermic Fluid Heater</u>	
	a) Thermic Fluid heater having capacity 6 lac/kcal/hr with all accessories	25,00,000
	b) Chimney, Thermic fluid piping connecting Thermic fluid heater to the cooking oven Complete with thermic fluid pump and Valves, non return valves strainer, etc.	16,71,250
3	Chilling Plant with all accessories	6,00,000
4	Compressor with all accessories	3,00,000
5	Long Knife Grinding Machine	9,00,000
6	Stenciling and online bleaching machine	5,00,000
7	Stench wrapping and carton sealing Machine	7,00,000
	Total Cost	2,46,71,250

c) 10% of the contract value will be paid on completion of erection of all the machinery, after acceptance by the purchase committee.

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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.

The value of payment for each item of machinery as per the above terms is given below:

(Rs. Lakhs)

Item S.No.	Description of Machinery/Equipments	Total Cost	I instalment (40%) as advance	II instalment (45%) on supply at site	III instalment (10%) after complete erection	Balance (5%)
1 a)	Cutting Head complete with Drive motor, Gear Box with all accessories and Heating and Cooling Panels, Conveyor with Head Drum, Tail drum, Drive Motor, Gear Box, Belt aligner and with all accessories	90,00,000	36,00,000	40,50,000	9,00,000	4,50,000
b)	Balance items for Tufting units consisting Creel stand, Yarn Dryer, Slitting and Cross cutting station, Rolling Machine, PVC Mixer, Shearing Machine and shearing dust collection system, Electrical Control Panels, Circular Knife Grinding Machine, Double Diaphragm Pump, Teflon Belt etc.	85,00,000	34,00,000	38,25,000	8,50,000	4,25,000
2	Thermic Fluid Heater					
a)	Thermic Fluid heater having capacity 6 lac/kcal/hr with all accessories	25,00,000	10,00,000	11,25,000	2,50,000	1,25,000
b)	Chimney, Thermic fluid piping connecting Thermic fluid heater to the cooking oven Complete with thermic fluid pump and Valves, non return valves strainer, etc.	16,71,250	6,68,500	7,52,062	1,67,125	83,563
3	Chilling Plant with all accessories	6,00,000	2,40,000	2,70,000	60,000	30,000
4	Compressor with all accessories	3,00,000	1,20,000	1,35,000	30,000	15,000
5	Long Knife Grinding Machine	9,00,000	3,60,000	4,05,000	90,000	45,000
6	Stenciling and online bleaching machine	5,00,000	2,00,000	2,25,000	50,000	25,000
7	Stench wrapping and carton sealing Machine	7,00,000	2,80,000	3,15,000	70,000	35,000
		2,46,71,250	98,68,500	1,11,02,062	24,67,125	12,33,563

(Contd...9)

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e) The Implementing Agency also reserves the right to recover any dues from the supplier, which is found on later date, during audit/excess payment, after final settlement is made to them. The successful tenderer 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 150 days from the date of issue of purchase order 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.

c) Any delay on the part of the Implementing Agency should be intimated and sorted out immediately without affecting the progress of works. This would no way restrict the Implementing Agency from levying penalty.

12. 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.

13. 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..

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.

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- 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.
- 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 / Tenderer 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.

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For IMPLEMENTING AGENCY
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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.

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.Sivasalopathy, 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 Mr.P.ABOOBACKER KOYA, CHAIRMAN, M/s. Wheels Free, having the Registered Office at XIX/230, Velliparamba, Kozhikode-673008, Kerala on the other part signed this agreement on the day, month and year first above.

For WHEELS FREE

Chairman

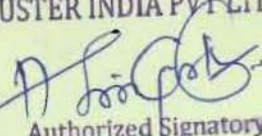
SUPPLIER

WITNESSES: -

1. SHAMALA. K.P
RACHANA
ERANHIKKAL
CALICUT-673303.
2. 

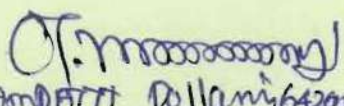

Agreed by both the parties.

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


Authorized Signatory

IMPLEMENTING
AGENCY

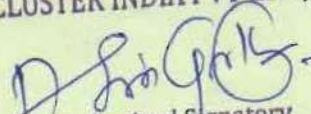
WITNESSES: -

1. 
OT.VENKATESWARAN
Nnr Nayan PULAMPATTI Pollachi 64202
2. 

For WHEELS FREE

Chairman

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


Authorized Signatory

ANNEXURE – I

TECHNICAL SPECIFICATIONS

**MINIMUM SPECIFICATIONS OF COIR PVC TUFTED MAT
MANUFACTURING MACHINE WITH PRINTING FACILITY AND
SUPPORTING MACHINERIES**

1. PVC TUFTING MACHINE

PVC Tufting Machine 200cm finished Width and Pile height 15 to 30mm with Creel Stand Yarn Drying arrangement complete including Thermic Fluid Radiator, Circulation, Fan, etc. Cutting Head with all accessories Cooking Oven with 20 Nos. of Heating Panels, And 5 Nos. of Cooling Panel 1 Mtr. Size. Wide With conveyor frame with all accessories, Belt Aligner, Slitting Station with 7 Nos. Of Slitting Heads and Cross Cutting Station with All accessories, Rolling Machine. PVC mixing unit with exhaust fan, 4 Nos. of mixing vats, pumping system and PVC feed system to cooking oven. Electrical Control Panels Grinding Machine for Circular Knife Grinding Belt Joining Equipments.

2. THERMIC FLUID HEATER

Vertical Thermic Fluid Heater capable of a net heat output 600000kcal/hr, When fired on wood with a maximum Outlet temp. of 280 Deg. C. Complete with Chimney 350mm Dia at the Top and 800mm at the Bottom complete and 30 mtr. long with Air pre heater and ducting. Thermic fluid piping connecting the thermic fluid heater to the Cooking Oven and the return line to the Thermic Fluid heater complete with Thermic fluid pump and necessary valves, non return valves, strainer, etc.

3. CHILLING PLANT

Chilling Plant having capacity 10 TR complete with Drive Motor, Control Panel, Heat Exchanger and Chilling water supply pump and Chilling water storage tank 1000 Lr. Complete, with circulation Pipe line, valves etc. including insulation with Thermocol.

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4. COMPRESSOR

Rotary Screw Compressor having working capacity 9.5 bar, free air delivery 32 cfm, driven by 10 HP Motor with 270 ltr. Storage tank, Control Panel and all standard accessories.

5. TUFLON BELT

PTFE COATED Glass Fabric Belt, Width of belt - 2180mm, Length of belt - 60 mtr., with belt joining material

6. LONG KNIFE GRINDING MACHINE

Blade Grinding Machine with Tilting Magnetic Chuck with all accessories including lubricating Oil circulation pump completely automatic suitable for Maximum grinding length of 2340mm Maximum grinding width 200mm

7. SHEARING MACHINE

Shearing machine suitable for shearing mat of Width 2.2mtr. and Pile height 15 to 30mm Complete with Drive motor, Control Panel, etc.

Dust Collection system complete with Ducting for Suction Blower, and delivery ducting connected to a suitable Cyclone separating the dust with all necessary accessories.

8. DOUBLE DIAPHRAGM PUMP

Double Diaphragm Air Operated Pump 50mm size for PVC Mix of high viscosity

9. STENCILING UNIT

- | | | | |
|------|--------------------------|---|--------|
| i. | Stenciling Table 2M x 1M | : | 4 Nos. |
| ii. | Stenciling Spray Gun | : | 4 Nos. |
| iii. | Stenciling Plates | : | 1 set. |
| iv. | Compressor 10 HP | : | 1 No. |
| v. | Exhaust Fan 1 HP | : | 1 No. |
| vi. | Ducting for exhaust fan | : | 1 set. |

(Contd...3)

For WHEELS FREE

Chairman

For IMPLEMENTING AGENCY
ECO COIR CLUSTER INDIA PVT LTD.,

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10. ONLINE BLEACHING MACHINE

- | | | |
|---|---|---------|
| i. Spray Nozzle | : | 12 Nos. |
| ii. Rubber lined air vessel for bleaching solution capacity 15 ltr. | : | 1 No. |
| iii. Air pressure regulator | : | 1 No. |
| iv. Stainless steel piping for bleaching solution | : | 1 set. |

12. PACKING MACHINE

12 a. Stretch Wrapping machine:

It should have a turn table to house the mats intended for packing, an upright stand to wrap the polythene film and builtin mechanism for auto pallet height detection, turn table reset, preset wrapping time and count with a preset ratio of 100 to 250%, maximum packing height 2600 mm, maximum packing weight 2500 Kgs, with turn table dia. 1500 mm. The machine should be capable to pack the bundle/ pallets of mats by stretch wrapping using the polythene film for comfortable and tidy transport.

12b. Carton sealing machine:

To be provided with roller working table, manual top squeezers, blade guards, crank handle shafts with adjustable leg height and castor wheels with locking.

The above specifications are minimum requirements. The supplier shall offer the Coir PVC Tufted Mat Manufacturing Machine with Printing facility and Supporting machinery 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 Coir PVC Tufted Mat Manufacturing Machine with Printing facility shall deem to be included in the scope of supply.

For WHEELS FREE

Chairman

**For IMPLEMENTING AGENCY
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