## M/s.COCOBI Producer Company Limited

No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120

#### Re-Tender Notice No. TN/NGM/R/MC/2020-21 dt. 29.08.2020

For and on behalf of M/s.COCOBI Producer Company Limited, sealed tenders are invited from reputed manufacturers / authorized dealers for the work mentioned below:

Name of Work	EMD			
2 Nos. of auto looms for coir mattings & geo textiles (2m width) with	Rs.80,000/- (Rupees Eighty Thousand only) in the form of Demand Draft drawn in favour of "Cocobi Producer Company Limited – TRA, Hard Interventions", payable at Coimbatore.			

The tender Schedule can be downloaded at free of cost from the website **www.tenders.tn.gov.in** or **www.cocobi.in** or **www.itcot.com** upto 5.00 PM on 15.09.2020.

The last date for submission of tenders is upto 2.00 P.M on **16.09.2020** and the same will be opened on the same day at 3.00 PM. The tender document shall be submitted at the District Industries Center, No.2, Raja Street, Town Hall, Coimbatore – 641001.

#### DIRECTOR

# M/s. COCOBI PRODUCER COMPANY LIMITED

(Special Purpose Vehicle (SPV), Negamam Coir Cluster) Regd. Office: No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120 Mobile: +91-97517 66687, E-mail: gowtham@cocobi.in

#### **RE-TENDER REFERENCE No. TN/NGM/R/MC/2020-21**

# RE-TENDER FOR THE SUPPLY, ERECTION AND COMMISSIONING OF AUTO LOOMS FOR COIR MATTINGS & GEO TEXTILES (2M WIDTH) WITH EQUIPMENTS & ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF NEGAMAM COIR CLUSTER ON TURNKEY BASIS

Date & Time of Release of Re-Tender	29.08.2020, 10.00 AM
Date & Time of Pre-Bid Meeting	07.09.2020, 11.00 AM
Last Date & Time for Submission of Bid	16.09.2020, 02.00 PM
Date & Time of Opening of Bid (Technical bid only)	16.09.2020, 03.00 PM

Project Management Agency ITCOT Consultancy and Services Limited No.50 A, Greams Road, Chennai – 600 006

**E-mail:** info@itcot.com, **Website:** www.itcot.com

# CONTENTS

Clause	Торіс	Page No.
1.	PREAMBLE	1
2.	SCOPE OF WORK	1
3.	QUALIFICATION CRITERIA	2
4.	LANGUAGE OF THE TENDER	3
5.	PURCHASE OF TENDER DOCUMENT	3
6.	PREBID MEETING	3
7.	CLARIFICATION ON THE TENDER DOCUMENT	3
8.	AMENDMENT OF TENDER DOCUMENT	4
9.	AUTHORISATION OF THE TENDERER	4
10.	SUBMISSION OF TENDER IN TWO COVER SYSTEM	4
11.	EARNEST MONEY DEPOSIT	5
12.	VALIDITY	5
13.	OPENING AND EVALUATION OF THE TENDER	5
14.	PRICE OFFER	6
15.	EVALUATION OF THE PRICE	6
16.	AWARD OF CONTRACT	7
17.	SECURITY DEPOSIT	7
18.	AGREEMENT	7
19.	ISSUE OF PURCHASE ORDER	7
20.	SCHEDULE OF SUPPLY	8
21.	PERFORMANCE TEST	8
22.	TRAINING OF STAFF	9
23.	PERFORMANCE GUARANTEE	9
24.	PAYMENT TERMS	9
25.	PENALTY	
26.	TERMINATION OF CONTRACT	10
27.	GENERAL CONDITIONS	10
28.	ARBITRATION	
29.	JURISDICTION OF THE COURT	11

## ANNEXURES

I.	TECHNICAL SPECIFICATION
II.	PART-I (COVERING LETTER)
III.	DETAILS OF THE TENDERER16
IV.	ANNUAL TURNOVER STATEMENT17
V.	LIST OF SIMILAR ORDERS EXECUTED IN LAST 3 YEARS
VI.	DECLARATION OF NOT HAVING BLACKLISTED19
VII.	DECLARATION FOR NOT HAVING TAMPERED THE TENDER DOCUMENT 20
VIII.	PART-II (COVERING LETTER)
IX.	PRICE BID22
Х.	CHECKLIST OF DOCUMENTS

#### RE-TENDER FOR THE SUPPLY, ERECTION AND COMMISSIONING OF AUTO LOOMS FOR COIR MATTINGS & GEO TEXTILES (2M WIDTH) WITH EQUIPMENTS & ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF NEGAMAM COIR CLUSTER ON TURNKEY BASIS

## 1. **PREAMBLE**

Government of Tamilnadu has formulated the "Scheme for developing Coir Clusters in Tamilnadu" aimed at making Coir based industries more productive and competitive. Under the scheme, three clusters viz. Erode-Tirupur Coir Cluster, Negamam Coir Cluster and Budalur Coir Cluster have been sanctioned vide *G.O.Ms.No.75 MSME (D1) Department dated 30.11.2017*. The scheme stipulates Department of Industries and Commerce (DIC), Government of Tamilnadu as the Nodal Agency and a Special Purpose Vehicle (SPV) be formed for each cluster to undertake the scheme implementation. M/s.ITCOT Consultancy and Services Limited is the Project Management Agency (PMA) designated to monitor the scheme implementation.

The scheme envisages establishment of upgraded production infrastructure, as the Common Facility Center (CFC), for the manufacturing of coir products and stipulates the building construction and machinery procurement for the establishment of CFC should adhere the Tamilnadu Transparency in Tenders Act and Rules. Accordingly, the tender procedures are being undertaken for the procurement of 2 Nos. of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories.

**M/s.Cocobi Producer Company Limited**, the Special Purpose Vehicle (SPV) of **Negamam Coir Cluster**, located in Coimbatore district, having its administrative office at No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120, propose to establish a Common Facility Centre (CFC) at S.F.No.5/2, Vellapalayam village, Pollachi Taluk, Coimbatore District, Tamilnadu with the financial assistance from Government of Tamilnadu under the scheme.

In this context, the company invites sealed tenders from reputed manufacturers / authorized dealers in "Two Cover System" for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis through transparent bidding process. The Re-Tender notification has been published fixing the date of opening of tender as 16.09.2020 at 3.00 p.m.

# 2. SCOPE OF WORK

- a) The successful tenderer should undertake supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis. The detailed specification is given in Annexure-I.
- b) The successful tenderer should adhere the schedule of supply and complete erection, commissioning and performance testing as prescribed in the schedule of supply (Chapter 20).

c) The location of contract execution is at S.F.No.5/2, Vellapalayam village, Pollachi Taluk, Coimbatore District, Tamilnadu. The successful tenderer should undertake supply, erection, commissioning and performance testing in the above said location.

Clause	Qualification Criteria	Supporting Document
3(a)	Qualification Criteria           The tenderer should be a registered           legal entity.	<ul> <li>(i) In case of Private / Public Limited Companies,</li> <li>Copy of Incorporation Certificate issued by the Registrar of Companies</li> <li>Copy of Memorandum and Articles of Association</li> <li>(ii) In case of Partnership firm,</li> <li>Registered Partnership deed</li> <li>(iii) In case of Proprietorship Concern,</li> <li>Copy of Udyog Aadhaar/ GST Registration Certificate / PAN</li> </ul>
3(b)	The tenderer should be a manufacturer/ authorized dealer of Original Manufacturer of the machinery.	<ul> <li>Card.</li> <li>(i) In case of Manufacturer,</li> <li>Copy of Udyog Aadhaar/ GST registration.</li> <li>(ii) In case of Authorized dealer of the Manufacturer,</li> <li>Valid dealership certificate from OEM</li> </ul>
3(c)	The tenderer should have at least 3 years of experience (as on 31 <sup>st</sup> July 2020) in the field of manufacture / sales of tendered items.	<ul> <li>(i) Purchase orders issued by clients</li> <li>(ii) Performance certificate issued by clients</li> <li>(iii)List of similar orders executed in the last 3 years as per Annexure-V</li> </ul>
3(d)	The tenderer should have reported a minimum Average Annual Turnover of Rs.150.00 lakhs in the last three consecutive financial years i.e. 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 & 2019-20.	<ul> <li>(i) The average annual turnoversity statement duly certified by Chartered Accountant as per Annexure IV</li> <li>(ii) The Annual Report/ certified copies of Balance Sheet, Profit &amp; Loss statement along with schedules for the last 3 consecutive financial years</li> </ul>
3(e)	The tenderer should not have been blacklisted for supply of any items or services by any Government departments/agency	The declaration form as per Annexure VI should be enclosed.

# 3. QUALIFICATION CRITERIA

## 4. LANGUAGE OF THE TENDER

The Tender prepared by the tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed.

## 5. **PURCHASE OF TENDER DOCUMENTS**

- a) The tender document shall be downloaded from **www.tenders.tn.gov.in** or **www.cocobi.in** or **www.itcot.com** at free of cost. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).
- b) The tender document can be downloaded from 29.08.2020 to 15.09.2020.

## 6. **PREBID MEETING**

There will be a pre-bid meeting on 07.09.2020 at 11.00 am in the office of **District Industries Centre (DIC), No.2, Raja Street, Town Hall, Coimbatore - 641001** during which the prospective tenderers can get clarifications about the tender. The tenderers shall send their queries in writing if any so as to reach SPV at least two days prior to the pre-bid meeting date. The tenderers are advised to check www.tenders.tn.gov.in or www.cocobi.in or www.itcot.com for up-to-date information like change in date / venue etc., of pre-bid meeting as SPV may not be able to identify and communicate with the prospective bidders at this stage. Non attending of pre-bid meeting is not a disqualification.

In case of any extended (Covid 19) lockdown period on the date of pre-bid meeting or any other such circumstances, the pre-bid meeting would be conducted by video conferencing on the same date, for which the interested bidders are requested to mail their Email-Id and whatsapp/phone number to the mail Id of the IA (gowtham@cocobi.in) before 06.09.2020, 05.00 PM.

## 7. CLARIFICATION ON THE TENDER DOCUMENT

The tenderers may ask for queries in any of the clauses in the tender document before 48 hours of the opening of the tender. Such queries may be sent in writing to "M/s.Cocobi Producer Company Limited, No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore - 642 120" or by e-mail to gowtham@cocobi.in. SPV will upload the clarification on **www.tenders.tn.gov.in** or **www.cocobi.in** or **www.itcot.com**. It is binding on the part of tenderers to check the above said websites for any amendments or clarifications posted during the entire tender process.

## 8. AMENDMENT OF TENDER DOCUMENT

SPV whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender, with the concurrence of the tender committee. Any such addendum or corrigendum will be uploaded on **www.tenders.tn.gov.in or www.cocobi.in or www.itcot.com** and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

# 9. AUTHORISATION OF THE TENDERER

The Tender should be signed on each page by the tenderer or by the person who is duly authorized for the same by the tenderer.

## **10.** SUBMISSION OF TENDER IN TWO COVER SYSTEM

- (a) Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- (b) Tenders should be submitted in **two parts**:
  - i. Part I will cover technical bid and
  - ii. Part II will cover price bid
- (c) Tenderers should ensure submission of all documents pertaining to Part-I and Part II proposals separately as per the Check list given in Annexure -X.
- (d) Tenderers are requested to place Part I and Part II documents in separate sealed covers. Part I cover to be superscripted as "Part I – Technical bid" and Part II cover to be superscripted as "Part II – Price bid" respectively, mentioning the name and address of the Tenderer in each of the both covers. These two sealed covers (Part I and Part II) must be placed in a single outer cover superscripted as "Tender for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis" and addressed to "M/s.Cocobi Producer Company Limited, C/o. District Industries Centre (DIC), No.2, Raja Street, Town Hall, Coimbatore - 641001, Tamilnadu" mentioning the name and address of the Tenderer in the outer cover. Tenders shall be submitted in sealed cover and unsealed tenders would summarily be rejected.
- (e) Tenders should be dropped only in the tender box kept at the office of "District Industries Centre (DIC), No.2, Raja Street, Town Hall, Coimbatore 641001" on or before 02.00 PM on 16.09.2020. Tenders will not be received by hand.

- (f) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 02.00 PM on 16.09.2020. Tenders received after the specified time will not be considered and SPV will not be liable or responsible for any postal delays.
- (g) A tender once submitted shall not be permitted to be altered or amended.

# 11. EARNEST MONEY DEPOSIT

- (a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.80,000/- (Rupees Eighty Thousand only) in the form of Account Payee Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "Cocobi Producer Company Limited TRA, Hard Interventions", payable at Coimbatore.
- (b) The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers. The Earnest Money Deposit will be retained in the case of successful tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- (c) Any request of the tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- (d) If the tenderer emerges as the successful bidder and after subsequent issuance of letter of acceptance by the SPV, failure to sign the agreement, to remit the Security Deposit or to execute the contract as per tender conditions, will result in the forfeiture of the EMD amount remitted.

## 12. VALIDITY

- (a) The rate quoted in the Tender should be valid for the acceptance by the SPV for a minimum period of 90 days from the date of opening of the Tender.
- (b) The accepted rate of the successful tenderer is valid till the entire contract is fully completed. Escalation in the rates will not be entertained under any circumstances.

## **13. OPENING AND EVALUATION OF THE TENDER**

(a) The tender box will be closed at 2.00 PM as per the office clock on 16.09.2020 and the received tenders in the tender box will only be opened. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Tender committee at 03.00 PM on the same day in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

- (b) Tender Committee will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents not present then, in such cases the Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- (c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 02.00 PM on the next working day and opened at 03.00 PM on the same day.
- (d) The Technical bid will be evaluated by the tender committee in terms of the qualification Criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
- (e) SPV may arrange for field inspection, if necessary, to verify their pre-qualifying conditions before opening of Part II cover and in case if any failure to satisfy the requirements, their Tender will be rejected and their Part-II Cover will not be opened.
- (f) The tenderers declared as qualified by the Committee, will be informed the date of opening of Price bid (Part II).

## 14. **PRICE OFFER**

- (a) The Price bid should be kept only in the Part II cover.
- (b) The price bid should be prepared as per Annexure-IX.
- (c) The price should be neatly and legibly written both in figures and words.
- (d) In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
- (e) If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- (f) Part-II bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

## **15. EVALUATION OF THE PRICE**

- (a) The Tender committee will examine for complete, properly signed and error-free nature of the Price bid (Part II)
- (b) The comparison of the rates offered shall be based on the total all inclusive rates offered (i.e. sum of all inclusive rate offered for all the tendered items).

## 16. AWARD OF CONTRACT

The Tenderer who has quoted lowest price (L1) will be invited for negotiations. After finalizing the negotiated rate, Letter of Acceptance will be issued to the successful tenderer.

# 17. SECURITY DEPOSIT

- (a) On receipt of the Letter of Acceptance from SPV, the successful tenderer should remit a Security Deposit (SD) of 5% of the value of the contract in the form of Account payee Demand Draft from any Indian Nationalized/Scheduled Commercial Bank or irrevocable Bank Guarantee with a validity period of one year in favour of "Cocobi Producer Company Limited – TRA, Hard Interventions", payable at Coimbatore, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- (b) Any other amount pending with SPV will not be adjusted under any circumstances, against the Security Deposit if so requested.
- (c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- (d) Security Deposit amount remitted will not earn any interest.

## **18.** AGREEMENT

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the tenderer will be forfeited besides cancelling the Tender.

## **19. ISSUE OF PURCHASE ORDER**

After payment of Security Deposit and successful execution of the agreement, Purchase Order will be released within 10 days by the SPV. The successful tenderer should complete the supply, erection & commissioning and performance test of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories within stipulated time from the date of receipt of Purchase Order (Chapter 20).

## 20. SCHEDULE OF SUPPLY

- (a) The specification of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories should be as per Annexure-I.
- (b) The supply, erection & commissioning and performance test of 2 numbers of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories shall be completed within 105 days from the date of issue of purchase order. Delay beyond this period will attract penalty.
- (c) The 2 Nos. of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories should be delivered and installed at S.F.No.5/2, Vellapalayam village, Pollachi Taluk, Coimbatore District.
- (d) If the contract is not completed within the stipulated time or extended time, Tender Committee 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.
- (e) In the event of non- performance of the contractual provisions or failure to effect the supply, erection & commissioning and performance test within the stipulated time or during the extended period and if it is found that the Contractor, has not fulfilled the contractual obligation with SPV in any manner during the currency of the contract or also found on later date, Tender Committee reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 3 years.
- (f) Every step will be taken by the SPV to make infrastructure ready at the scheduled time of dispatch of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories. If there is any delay due to any reason on the part of the SPV, release of payment will be considered on the basis of delivery schedule given in Purchase Order.

## 21. **PERFORMANCE TEST**

- (a) The successful tenderer shall demonstrate the performance of the auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories 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 SPV.
- (c) The performance tests should be completed within 30 days from the date of delivery of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories. However the period of supply, erection, commissioning and performance test should not exceed the period stipulated in the schedule of supply (Chapter 20).

## 22. TRAINING OF STAFF

- (a) The successful tenderer should provide training to Staffs on the operation and maintenance of the auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories after completion of the performance test.
- (b) The successful tenderer should provide 2 hard copies and soft copies of brochures & operation manuals for the auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories to SPV.

## 23. **PERFORMANCE GUARANTEE**

- (a) The auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories are to be guaranteed for a period of 12 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 the successful tenderer should attend any call from SPV immediately, in case of any problems, related to operation or malfunctioning of the auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories, without any delay for regular operation of the machinery. The above service should be done at Free of cost.
- (c) The successful tenderer should submit bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.
- (d) After completion of one year performance guarantee period successfully, the performance security (bank guarantee) furnished by the tenderer will be returned to him, after recovery of dues if any.

## 24. PAYMENT TERMS

- (a) **30% of contract value** will be paid on execution of agreement. The Tenderer should produce Bank guarantee for the equal amount, which should be valid for a minimum period of 12 months. If necessary the bank guarantee should be extended for the required period as requested by SPV.
- (b) **40% of the contract value** will be paid on progress of supply on receipt of the part consignment of the machinery, equipments and its accessories as per the order in good condition, at the CFC site, after acceptance by the tender committee.

(**OR**) Alternatively, the bidder may opt for **70% of Contract value** on supply of the complete set of machinery, equipments and its accessories as per the order in full in good condition, at the destination, after acceptance by the tender committee, instead of releasing first installment of 30% as advance payment against bank guarantee.

- (c) **25% of the contract value** will be paid on successful completion of performance test.
- (d) **The balance 5% and SD** will be released only after satisfactory completion of the entire contract and submission of bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.
- (e) SPV also reserves the right to recover any dues from the tenderer, 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 SPV immediately on demand, without raising any dispute/protest.

## 25. **PENALTY**

- (a) Failure to execute the entire contract within the stipulated time from the date of issue of purchase order / advance payment, as the case may be, 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) The response time for attending the complaint raised by SPV has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above time line will attract a penalty of Rs.1000/- per day.
- (c) Any delay on the part of SPV should be intimated and sorted out immediately without affecting the progress of works. This would no way restrict SPV from levying penalty.

# 26. TERMINATION OF CONTRACT

SPV reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or for any of the reasons.

## 27. GENERAL CONDITIONS

- (a) Conditional tender in any form will not be accepted.
- (b) Any notice regarding any matters, to the supplier shall deemed to be sufficiently served, if given in writing to his usual or last known place of business.
- (c) The Tender Committee reserves the right to reject any or all the tenders without assigning any reason thereof.
- (d) Tender committee reserves the right to relax or waive or amend any of the tender conditions.

- (e) The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual, other than the mandatory requirements for the execution of the project on turnkey basis.
- (f) If the performance of the tenderer is not as per the schedule, then tender committee reserves the right to cancel / reallocate full or part of the contract, at any stage of the contract execution.

## **28. 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 SPV / 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 General Manager, District Industries Centre, Coimbatore 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 District Industries Center premises of Coimbatore district. 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.

## **29.** JURISDICTION OF THE COURT

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

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

**DESIGNATION:** 

**ADDRESS:** 

#### **TECHNICAL SPECIFICATION**

#### (i) Auto looms for Coir Matting & Geo-textiles 2 width (2 Nos.):

#### General:

The fully automatic Power loom should be suitable for weaving Coir, Jute and Sisal Mattings with 2 shaft Plain, Panama 2/2, 4 shaft, Herring bone, Boucle weaves and Geo Textiles. It should be capable of weaving fabric having heavy structure and sturdy construction. It should have creel feed type warp feeding arrangement.

Geo Textiles loom should have only 2 shafts and should have the facility to weave Coir, Jute and Sisal Mattings with 2 shaft Plain, Panama 2/2 and Geo Textiles.

#### **Detailed Specifications**:

The loom should conform to the following specifications:

- 1. Overall dimensions of loom: Length 3400mm x Width 5200mm x Height 1900mm
- 2. Matting width 2000 mm
- 3. Creel stands to hold 600 spools.
- 4. Loom shall be provided with:
  - Suitable 2 no. of back beams for tight and slack warp
  - ➢ Warp beams
  - Tappets/cams and suitable gears to weave 2 shaft Plain, Panama 2/2, 4 shaft, and Boucle weaves. Geo textiles loom will have facility only to weave 2 shaft Plain, Panama 2/2, and geo textiles.
  - Heddle frames 4 Nos. made of flat tubes, For Geo tex loom only 2 Nos
  - Heavy duty slay with shuttle boxes and reed
  - ➢ Front spiked roller for take up
  - Roll winding arrangement for woven matting,
  - Fully automatic warp let off and take up mechanism with AC driven inverter speed control system
  - Heavy structure side framing and other frame work suitable for weaving of heavy fabric
  - ➤ Weavers' platform 900 mm width running across the width of loom
  - Shuttles 6 Nos
  - Electrical motors 7.5 HP -1 No. 2 HP 2 Nos and 0.25 HP 1 No.
  - Electrical Panel Board
- 5. Speed of loom: 60 shots/minute
- 6. Production: Heavy matting -140 to 150 Sq. meter with 130 weft/mtr per shift. Geo Textiles: 350 to 400 sq meter of 700 gsm per shift.

The loom should have the following special features:

- 1. Automatic lubricating system should be provided. Loom should stop automatically when lubricating oil level reaches below minimum level. This should be controlled by PLC control system.
- 2. Loom should be provided with PLC controlled electrical system

- 3. Gear system should be a combination of normal gear wheel and worm wheel & pinion.
- 4. Shuttle box should have facility to open and close automatically to receive the shuttle so that the life of picker and picking stick could be increased.
- 5. Sound of loom should be reduced as minimum as possible and within the permissible level of sound pollution.
- 6. High precision Brake Motor should be used.

#### (ii) Specification for COPS Winding Machine (1 No.)

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

# (iii)Geo-textile roll tightening machine with standard gear box and motor suitable for the 2M width Geo-Textiles (1 No.)

Any material or equipment not specifically stated in the specification but which are necessary for satisfactory operation of the machine shall deem to be included in the scope of supply.

#### ANNEXURE – II

PART-I

Date:\_\_\_\_\_

#### From,

Name: Address: Ph: Fax: E-mail:

#### To,

The Director, M/s.Cocobi Producer Company Limited, No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120

Sir,

- Sub: Tender for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis - Submission of Part I - Reg
- Ref: Your Tender Notice Dt. .....

With reference to your tender notice, we submit herewith our sealed Tender for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis, as specified by SPV in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions
- Demand Draft no. \_\_\_\_\_\_for Rs.80,000/- (Rupees Eighty Thousand only), in favour of "Cocobi Producer Company Limited TRA, Hard Interventions", drawn on \_\_\_\_\_\_ Bank payable at Coimbatore, towards Earnest Money Deposit.
- 3) Authorization letter from the Company for the person to sign the tender.
- 4) Details of the Tenderer (as per Annexure-III)
- 5) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 6) List of similar orders executed in the last 3 years as per Annexure-V

- 7) Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI).
- 8) Declaration for not having tampered the Tender documents downloaded from the websites **www.tenders.tn.gov.in** or **www.cocobi.in** or **www.itcot.com** (Annexure-VII).
- 9) The copy of certificate of incorporation/registration (If applicable)
- 10) Copy of Memorandum and Articles of Association (If applicable)
- 11) Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
- 12) Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card
- 13) Copy of valid dealership certificate from OEM (In case of dealer)
- 14) Purchase Orders issued by the clients.
- 15) Performance certificate issued by the clients.
- 16) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20.
- 17) Latest I.T return.
- 18) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

#### SIGNATURE OF THE TENDERER

**Encl:** As stated above

# ANNEXURE - III

1.	Name of the Tenderer	
2.	Registered Office Address	
		Telephone Number:
		Fax :
		Email :
		Website, if any
3.	Contact Person	Name:
		Designation:
		Phone:
		Mobile:
		Email:
4.	Date of Incorporation	
5.	Legal Status	Proprietorship/partnership/Pvt. Limited/Public Limited/
		others(Pl. mention)
6.	Eligible license holder of	
7.	Brief profile of the	
	tenderer	
8.	Number of staffs on	Technical:
	regular payroll	Administration:
9.	PAN Number	
10	. GST Registration Number	

## **DETAILS OF THE TENDERER**

#### ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s ...... for the past three years (either Sl.No.1,2 & 3, or Sl.No.2,3 &4) are given below and certified that the statement is true and correct.

S.no	Year	Turnover (Rs. in lakh)
1	2016-2017	
2	2017-2018	
3	2018-2019	
4	2019-2020	
	Total	
Avera	ge annual turnover	
0	f latest 3 years	

### DATE :

#### SIGNATURE OF THE TENDERER

# SIGNATURE OF CHARTERED ACCOUNTANT

(with seal and Address)

## LIST OF SIMILAR ORDERS EXECUTED IN THE PAST 3 YEARS

(Please provide the details for each project in separate sheet along with Purchase order/completion certificate from client)

Sl.No	Name & address of the client	Phone / Mobile Number	Name of the machinery	Quantity Supplied	Year of supply	Purchase Order/ Completion certificate enclosed (Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

#### **ANNEXURE - VI**

#### **CERTIFICATE**

Date:

Certified that M/s...../ the firm /company or its partners / share holders had not been blacklisted by any Government Agencies.

#### **ANNEXURE - VII**

#### **DECLARATION FORM**

Date: \_\_\_\_\_

a) I/We ...... having our office at ...... having our office at ....... do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no.\_\_\_\_\_\_ for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site **www.tenders.tn.gov.in** or **www.cocobi.in** or **www.itcot.com** and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with M/s.Cocobi Producer Company Limited or prosecuted.

#### **PART-II**

From,

Name: Address: Ph: Fax: E-mail:

#### To,

The Director, M/s.Cocobi Producer Company Limited, No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120

Sir,

- Sub: Tender for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis Submission of Part II Price Offer-Reg.
- Ref:- Our tender (Technical Bid) submitted for the "supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis"

In continuation of our above tender, we submit herewith the price offer for the "supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis" as specified by SPV in this tender document.

\_\_\_\_

We agree to abide by the terms and conditions stipulated by the SPV and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by the SPV in this tender will hold good as per SPV tender conditions.

Yours faithfully,

#### SIGNATURE OF THE TENDERER

#### PRICE BID

(Amount in Rs.)

S.No	Name of the Machinery				Quantity	Total Price		
		Basic price	SGST	CGST	IGST	Total Price incl. taxes	(in Nos.)	Incl. taxes for entire Qty.
	(As per the technical specifications given in A	<b>L</b>	[)				I	
1.	Auto looms for Coir Matting & Geo-textiles						2 Nos.	
2.	COPS Winding Machine (Single Spindle)						1 No.	
3.	Geo-textile roll tightening machine						1 No.	
4. Erection & Commissioning charges including transportation, loading and unloading etc. (for entire quantity)								
Grand Total Amount (in Rs.)								

SIGNATURE OF THE TENDERER (with seal and address)

Lowest Evaluated Price: The Grand Total Cost with Taxes in the above table will be evaluated to identify the lowest evaluated price.

## **CHECKLIST OF DOCUMENTS**

# Documents to be enclosed in Part-I:

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letter head addressed to M/s.Cocobi Producer Company Limited, No.13, Dharapuram Road, Anna Nagar, Negamam,		
	Pollachi Tk, Coimbatore – 642 120 (as per Annexure-II)		
2.	Tender conditions duly signed in each page and enclosed in token of		
2	accepting the Tender conditions		
3.	Demand Draft for Rs.80,000/- (Rupees Eighty Thousand only), in favour of "Cocobi Producer Company Limited – TRA, Hard Interventions", payable at Coimbatore, towards Earnest Money Deposit.		
4.	Authorization letter from the Company for the person to sign the tender		
5.	Details of the Tenderer (as per Annexure-III)		
6.	Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV)		
7.	List of similar orders executed in the last 3 years as per (Annexure-V)		
8.	Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI)		
9.	Declaration for not having tampered the Tender documents downloaded from the websites www.tenders.tn.gov.in or		
	www.cocobi.in or www.itcot.com (Annexure-VII).		
10.	The copy of certificate of incorporation/registration.		
11.	Copy of Memorandum and Articles of Association		
12.	Copy of Registered Partnership deed, in case of Partnership Firm		
13.	Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card		

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
14.	Copy of valid dealership certificate		
	from OEM (In case of dealer)		
15.	Purchase Orders issued by the clients		
16.	Performance certificate issued by the		
	clients		
17.	The Annual Report / certified copies of		
	Balance Sheet, Profit & Loss statement		
	along with schedules for the last 3		
	consecutive financial years FY 2016-		
	17, 2017-18 and 2018-19 or 2017-18,		
	2018-19 and 2019-20		
18.	Latest I.T return		
19.	Notarized translated English version of		
	the documents in a language other than		
	English/Tamil, if any		

#### **Documents to be enclosed in Part-II**

S.No	Checklist	Enclosed (Yes/No)
1.	A covering letter on your letter head addressed to M/s.Cocobi Producer Company Limited, No.13, Dharapuram Road, Anna Nagar, Negamam, Pollachi Tk, Coimbatore – 642 120 (as per Annexure-VIII)	
2.	Price Bid as per Annexure- IX of the Tender document.	

Both 'Part I – Technical bid' cover and 'Part II – Price bid' cover must be placed in a separate sealed cover superscripted as "Tender for the supply, erection and commissioning of auto looms for coir mattings & geo textiles (2m width) with equipments & its accessories for the Common Facility Center of Negamam Coir Cluster, Coimbatore on turnkey basis" and addressed to "M/s.Cocobi Producer Company Limited, C/o. District Industries Centre (DIC), No.2, Raja Street, Town Hall, Coimbatore - 641001, Tamilnadu", containing the name and address of the Tenderer.

#### Note: Tenders submitted in unsealed cover would summarily be rejected.