

CORRIGENDUM-5

Sub : Supply of Multilayer Paper Bag for packing Caprolactam flakes

Ref : Enquiry No.MAT-RM-99715 C dated 04.03.2020

This corrigendum is released to incorporate the following clarifications regarding the tender conditions.

Annexure III – Special Terms and Conditions for Caprolactam bags is modified as per the attached document.

All other terms and conditions as per the tender documents for the above enquiry.

Yours faithfully
For THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED

Sd/-
Deputy General Manager (Materials) RM

Place : Udyogamandal
Date : 24.04.2020

ANNEXURE III

SPECIAL TERMS & CONDITIONS FOR CAPROLACTAM BAGS:

1.0 Price Variation Clause:

- 1.1 Price variation on the bags shall apply only on account of variations in the prices of HDPE, LDPE and LLDPE granules. There shall be no variations in the price of bags on account of variations in the price of Kraft Paper.
- 1.2 Pro-rata increase/decrease shall be applicable on prices of bags on the following basis.
- 1.3 For every 10 rupee net increase/decrease in price per kilogram of HDPE granules as per Reliance (RIL) price list, the increase/decrease per bag shall be Re.0.85.
- 1.4 For every 10 rupee net increase/decrease in price per kilogram of LDPE granules as per IPCL/RIL price list, the increase/decrease per bag shall be Re.1.50.
- 1.5 For every 10 rupee net increase/decrease in price per kilogram of LLDPE granules as per IPCL/RIL price list, the increase/decrease per bag shall be Re.0.35.
- 1.6 The basic price shall be the ex-works price of RIL E52009 for HDPE, IPCL 22FA002 for LDPE and IPCL 20FS010 of LLDPE (or any other approved agency fixed by the FACT from time to time) as specified in the enquiry documents. Duties, Taxes, Cess, freight and any other charges leviable on granules will not be taken into account while working out increase/decrease.
- 1.7 Pro-rata increase/decrease shall be applicable on prices of bags on this basis.
- 1.8 The above variation shall apply to the bags due for delivery after three weeks from the effective date of revision in the price of granule. The price of granule applicable three weeks before the actual date of delivery of bags shall be considered for supplies made within the scheduled period of delivery. In case of delayed supplies, the price of granule applicable three weeks before the last date of delivery as per the delivery schedule or the price of granule applicable three weeks before the actual date of delivery whichever is lower shall be considered.
- 1.9 Increase in bag price as above due to granular price increase shall be allowed based on the granular price on scheduled date of delivery or actual date of delivery whichever is lower. For delayed supplies escalation will be calculated on the basis of granular price prevailing on scheduled date of delivery or actual date of delivery whichever is lower. However, any decrease shall be passed on to FACT on the basis of granular price prevailing on scheduled date or actual date of delivery whichever is lower.

FACT shall have the right to recover at any point of time, the decrease in bag prices applicable as per the above.

Sample calculation based on the price variation clause:

Granule	Granule Price on 01/05/07 (basic price in Rs. per MT)	Granule Price on 17/06/07- only for illustration (basic price in Rs. per MT)
HDPE (E52009 of RIL)	64160	66160
LDPE (22 FA 002 of RIL/IPCL)	67820	69820
LLDPE (20FS010 of RIL/IPCL)	61930	63930

Price of bag as per P.O. (landed cost including ED, ST, Cess, any other charges leviable and freight) : Rs.30.00 per bag
 Scheduled date of delivery : 30-06-07 to 07-07-07
 Actual date of delivery : 07-07-07
 Applicable date for granule price i.e. 3 weeks prior to actual date of delivery : 17-06-07

Multilayer Caprolactam Bags (HDPE E52009 , LDPE 22FA002 & LLDPE 20FS010)	
HDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	0.85
Increase in the price of granule (per Kg) ie.(66160-64160)/1000	2.00
Increase in bag price for increase of Rs.2.00 per kg in granule price.	0.17
LDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	1.50
Increase in the price of granule (per Kg) ie.(69820-67820)/1000	2.00
Increase in bag price for increase of Rs 2.00 per kg in granule price.	0.30
LLDPE Part:	
Increase in price per bag for an increase of Rs.10 per kg in the price of granule	0.35
Increase in the price of granule (per Kg) ie.(63930-61930)/1000	2.00
Increase in bag price for increase of Rs 2.00 per kg in granule price.	0.07
Existing Order Price	30.00
Revised Price (30.00 + 0.17 + 0.30 + 0.07)	30.54

2.0 Despatch Intimation & Invoicing:

- 2.1 All invoices shall be addressed to FACT and sent in triplicate to the following:
- Deputy General Manager (Fin), FACT Ltd., Udyogamandal, Cochin - 683 501.
 - Deputy Manager (Materials) / RM, PD - Administrative Building, FACT Ltd, Udyogamandal, Cochin - 683 501.

- c) Manager (Stores), FACT Ltd., Petrochemical Division, Udyogamandal, Cochin - 683 501.

The following documents shall be sent along with the invoice:

- a) Inspection Release Certificate of the third party inspector.
- b) Copy of Excise Duty Gate Pass
- c) LorryReceipt

- 2.2 Notification of despatch by fax/email in regard to each and every consignment shall be made to the Deputy General Manager (Materials) / RM, PD - Administrative Building, FACT Ltd, Udyogamandal, Cochin - 683 501..

3.0 Inspection

- 3.1 Bags supplied under the Order shall be subject to inspection and testing as per codes, standards and procedures specified in the Order.
- 3.2 FACT shall nominate at their sole option, an inspection agency for on-line as well as pre-despatch inspection of bags. The Seller shall co-ordinate with the inspection agency for arranging prompt inspection. All charges towards such inspection shall be borne by FACT except when bags are rejected during pre-despatch inspection in which case inspection charges shall be paid by the Seller. The Seller shall provide all facilities to the inspector to draw appropriate samples and conduct tests at the laboratory of the Seller free of cost. The Seller shall maintain the testing equipments duly serviced and got calibrated by authorised agencies or by statutorily approved bodies. FACT or the inspection agency nominated by FACT shall have the right to check the calibration and/or verify calibration certificates of testing equipments at the Seller's laboratory. Samples may also be drawn and taken to the laboratory of the Inspection Agency. Samples shall be drawn as to IS.
- 3.3 Notwithstanding pre-despatch inspection FACT reserves the right to reject any consignment found defective at site. FACT shall also have the right to reject the bags on stream when they are put to use. The bags so rejected are to be replaced free of cost by the seller or their cost can be recovered from the seller from pending or subsequent bills.
- 3.4 Any deviation noticed by us at any time during manufacture of bags/pre-despatch inspection stage/ on receipt at our stores or at the time of usage on stream may involve summary rejection of the entire lot in which the deviations are noticed and seller shall be liable to effect free replacement of the bags so rejected.
- 3.5 Any inspection during manufacture/prior to despatch does not absolve the Seller of his obligation as per this order. The Seller is primarily and solely responsible for ensuring that detailed in process quality control systems are installed in your manufacturing works including but not limited to stage wise inspection/testing procedures stipulated by FACT. FACT is relying solely on the seller and not on any inspection agent to ensure that zero defect bags are consistently supplied to the full satisfaction of FACT and its buyers of Caprolactam.

4.0 Removal of rejected goods.

- 4.1 Immediately on rejection, FACT shall intimate the Seller explaining the reasons for such rejection. The Seller shall remove and replace the

rejected consignments after defacing all the bags by putting 'X' across the full face of the bags at the Seller's cost. If the Seller does not remove the consignment within 21 days from the date of receipt of such intimation the Seller shall have no claim over such rejected bags. Whenever the rejected bags are kept by FACT, the Seller shall bear the storage/handling charges at 1% of the value of the bags not taken back within 21 days from the date of receipt of notification of rejection. However, storage/handling charges will not be levied in case the bags pass retest. If the rejected goods are not removed within the period mentioned in the notice served, FACT reserves the right to dispose of the bags in such manner as it deems fit including auctioning at the risk and cost of the Seller, without prejudice to FACT's rights for claiming from the Seller any further amounts by way of loss/ damages / costs after adjusting the proceeds of such disposals.