

Fwd: Second round of empanelment of third party sampling agencies

4 messages

Subhasis Sahu GM QC CIL <gmqc.cil@coalindia.in>

Thu, Oct 12, 2023 at 1:39 PM

To: GMQC ECL <gmqcecl@gmail.com>, SIDDHARTHA SANKAR DAS <gmqc.bccl@coalindia.in>, RAJESH MISHRA <gmqm.ccl@coalindia.in>, gmqc wcl <gmqc.wcl@gmail.com>, "R.P SINGH" <gmqc.secl@coalindia.in>, GM QC MCL <gm-qc.mcl@nic.in>, Rajnikant Majhee <gmqc.nclhq@coalindia.in>, necsales NEC <necsales@gmail.com>
Cc: Mukesh Choudhary <dm.cil@coalindia.in>, Uday A Kaole <dtp.bcl.cil@coalindia.in>, cilqualitycontrol2 <cilqualitycontrol2@gmail.com>, Ram Baboo Prasad <dtop.ccl.cil@coalindia.in>, NILENDU KUMAR SINGH <dtp.ecl@coalindia.in>, Jugal Kumar Borah <dt-op.mcl@coalindia.in>, Sunil Prasad Singh <dtp.ncl@coalindia.in>, SATYA NARAIN KAPRI <dtop.secl@coalindia.in>, Anil Kumar Singh <dtp@westerncoal.gov.in>, Sujay Halder <edmtg.cil@coalindia.in>, pfc tps <pfc.tps@pfcindia.com>

Dear Sir,

As per the trailing mail dated 04.10.23 and 06.10.23, PFCL have informed CIL that PFC in aegis of Ministry of Power (MoP) has empaneled Third Party Sampling Agencies (TPSAs) through e- bidding for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for Power and Non-power sector (NRS).

The list of the empaneled 'Third Party Sampling Agencies (TPSAs) along with rate of sampling activity for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power and non-power sector' with terms and conditions are attached as (RFP/ TPA) along with letter of empanelment(s) to the TPSA(s) **w.e.f. 03.10.2023**.

Model Tripartite Agreement which is to be executed between Coal Consumer, Coal Producer and TPSA is also attached along with RFP for your kind reference.

In view of the above, to avoid disruption of sampling activities, following are hereby approved by competent authority:

1. Implementation of Model Tripartite (attached as referred) for its implementation with immediate effect between Coal Consumer, Coal Producer and empaneled TPSA by PFCL under 2nd round of their empanelment.
2. Coal Companies shall notify all the respective consumers i.e. Power and Non-Power to execute the Tripartite Agreements at the earliest considering the eventuality of expiry of the empanelment period of CIMFR and QCI.

This is for kind information and further needful at your end.

Regards,

Subhasis Sahu,
General Manager (CP/QC),
Quality Control Section,
M & S Department,
CIL, HQ, Kolkata.

From: "pfc tps" <pfc.tps@pfcindia.com>**To:** "Subhasis Sahu GM QC CIL" <gmqc.cil@coalindia.in>**Cc:** "Mukesh Choudhary" <dm.cil@coalindia.in>, "Sujay Halder" <edmtg.cil@coalindia.in>, cilqualitycontrol3@gmail.com, ajaysinghal@ntpc.co.in, ANILKUMAR28@NTPC.CO.IN, "FM Division CEA" <fmdiv.cea@gov.in>**Sent:** Friday, October 6, 2023 2:56:00 PM**Subject:** RE: Second round of empanelment of third party sampling agencies

Sir,

In furtherance to trailing mail, you may note that Letters of Empanelment have been issued to bidders on October 3, 2023, acceptance of which has been received from bidders by October 4, 2023. As requested, letters of empanelment issued to bidders are attached for your reference and necessary action.

As per provisions under clause 4.4 of RFP:

"Up until Bid Due Date, Bid Process Authority may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing, amend the RFP by issuing an Addendum or an amended RFP."

Because of the same, addition of clause is out of scope of PFC at this stage.

Your attention is drawn towards below clause 2.1 of Model Tripartite agreement:

"2.1. This Agreement details the terms and conditions, financial arrangement, responsibilities and obligation of Coal Producer, Coal Consumer and TPSA. Further, any specific terms or conditions, procedure or methodology specified/not specified in this Agreement, but relevant to the scope and deemed necessary to be amended/included, may be mutually discussed and agreed to between the Coal Consumer, TPSA and Coal Producer within two (2) months of signing of this Agreement and shall be included as an amendment as per Clause 12 of this Agreement."

By virtue of above clause, Coal Consumer, TPSA and Coal Producer may discuss and agree for amendment/inclusion of any specific terms or conditions, procedure or methodology specified/not specified in the draft Tripartite Agreement, but relevant to the scope and deemed necessary.

Regards,

From: Subhasis Sahu GM QC CIL [mailto:gmqc.cil@coalindia.in]
Sent: 04 October 2023 18:53
To: PFC TPS Empanelment <pfc.tps@pfcindia.com>
Cc: Mukesh Choudhary <dm.cil@coalindia.in>; Sujay Halder <edmktg.cil@coalindia.in>; cilqualitycontrol3 <cilqualitycontrol3@gmail.com>
Subject: Fwd: Second round of empanelment of third party sampling agencies

This email is originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Sir,

In reference to the trailing mail, it may be seen that issuance of LOA to the successful bidders under second round of empanelment are under process by PFCL. Further, it is to inform you that based on the past experiences, certain difficulties were faced by CIL/Subsidiary coal companies during initial period of execution of Tripartite Agreement which requires clarification from your end during second round of empanelment:

“Details of duration (reasonable time) required by newly empaneled Third Party Agencies to start the sampling activities related to Third Party Sampling i.e. the deployment of requisite facilities like porta cabin, man-power, sample preparation equipment, CCTV etc. as per the terms and conditions of the RFP/ TPA at loading point after issuance of the LOA and/or execution of the Tripartite Agreements as the same is not mentioned in the RFP/TPA document of the PFCL.”

In view of the above, it is requested to clarify the above issue and provide the copies of the LOA/empanelment letters issued to the newly empaneled Third Party Agencies at the earliest to enable us to take further course of the action in the matter.

Regards,

Subhasis Sahu,
 General Manager (CP/QC),
 Quality Control Section,
 M & S Department,
 CIL, HQ, Kolkata.

From: "pfc tps" <pfc.tps@pfcindia.com>
To: "FM Division CEA" <fmdiv.cea@gov.in>, ajaysinghal@ntpc.co.in, "Subhasis Sahu GM QC CIL" <gmqc.cil@coalindia.in>
Cc: "rk chaturvedi" <rk_chaturvedi@pfcindia.com>, "tv ballarpure" <tv_ballarpure@pfcindia.com>, "rg paul" <rg_paul@pfcindia.com>, "Saurabh Kumar" <Saurabh_Kumar@pfcindia.com>, "Kumar Saurabh" <kumarsaurabh97@nic.in>, ANILKUMAR28@NTPC.CO.IN, "Subhasis Sahu" <ssahu.cil@coalindia.in>
Sent: Wednesday, October 4, 2023 5:34:21 PM
Subject: Second round of empanelment of third party sampling agencies

Sir,

This refers to RFP document issued by PFC on **14th July 2023** for '**Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power and non-power sector**' and subsequent Corrigendum, amendments and clarifications thereof issued by PFC; (hereinafter referred to as '**RFP**'). The Bid Process has been successfully concluded.

We are pleased to inform that in response to the RFP, following Third Party Sampling Agencies are hereby empaneled as a 'Third Party Sampling Agency (TPSA) for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power and non-power sector'.

Rs/ Tonne

	Year 1	Year 2	Year 3	Year 4	Year 5
Inspectorate Griffith India Pvt Ltd	2.97	2.97	2.97	3.12	3.27
Quality Services and Solutions Pvt Ltd	2.97	2.97	2.97	3.12	3.27
Quality Austria Central Asia Pvt Ltd	2.97	2.97	2.97	3.12	3.27
Cotara Inspection India Pvt Ltd	2.97	2.97	2.97	3.12	3.27

	Year	Year	Year	Year	Year
KCS Quality Inspection Pvt Ltd	2.97	2.97	2.97	3.12	3.27
Ravi Energie Pvt Ltd	4.48	4.48	4.48	4.70	4.94
Mitra S. K. Pvt Ltd	4.94	4.94	4.94	5.19	5.45
Superintendence Company of India Pvt Ltd	7.25	7.25	7.25	7.61	7.99
Therapeutics Chemical Research Corporation	9.60	9.60	9.60	10.08	10.58
Dr. Amin Controllers Pvt Ltd	19.58	19.58	19.58	20.56	21.59

The table mentions the bidder-wise year-wise applicable Empaneled Price (Rs /tonne) (excluding GST but including other taxes/levies, if any) from October 3, 2023.

The empanelment is further subject to the following conditions:

- The tenure of empanelment of TPSA shall be for period of five (5) years from October 3, 2023;
- Empaneled price shall remain valid through the tenure of empanelment;
- TPSA shall remain in full adherence to Clause 3.1.2 (Conflict of Interest) of RFP during the tenure of empanelment;
- TPSA shall submit duly signed and stamped Integrity Pact at the time of signing of Tripartite Agreement;
- TPSA shall submit the Performance Security as per the provisions of Tripartite Agreement;
- TPSA shall adhere to the provisions of the RFP and Tripartite Agreement (attached separately).
- The empaneled TPSA shall confirm its acceptance (in writing) to undertake any sampling and analysis assignment within seven (7) days of receipt of communication in this regard from Coal Consumer. In case of failure by empaneled TPSA to do so, for whatsoever reasons, the empaneled TPSA shall lose its right to undertake that particular assignment and Coal Consumer shall have the right to approach another empaneled TPSA (in the order of empaneled price) for that particular sampling and analysis assignment.

Coal Consumer shall be allowed to select one (1) TPSA per coal subsidiary per project/ power generation plant (including captive/ group captive/ independent projects etc.) for all modes from the empaneled list. Provided that the Coal Consumer shall be allowed to select separate TPSAs for power sector and non-power sector. Coal Consumer shall refer to the provisions of the RFP and TPSA in this regard.

Regards,

TPS Empanelment Team

PFC Limited

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें।

इस इलेक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।


चेतावनी: ई-मेल के माध्यम से कम्प्यूटर वायरस संप्रेषित हो सकता है। यद्यपि इसके लिए कंपनी ने पर्याप्त सावधानी बरती है कि इस ई-मेल में कोई वायरस न हो, तथापि प्रेषिती को भी यह जाँच कर लेनी चाहिए कि इस ई-मेल तथा संलग्नक में कोई वायरस नहीं है। कंपनी इस ई-मेल अथवा संलग्नकों के प्रयोग से हुई किसी भी हानि अथवा नुकसान का दायित्व स्वीकार नहीं करती।

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें।

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11 attachments

 **RFP and Tripartite Agreement (with amendments)1- PFCL Final.pdf**
1340K

 **LoE_Therapeutics Chemical Research Corproation_03102023.pdf**
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 **LoE KCS Quality Inspection Pvt Ltd_03102023.pdf**
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 LoE_Superintendence Company of India Pvt Ltd_03102023.pdf
966K

Sohag Pandya <gmcq.wcl@gmail.com>

Thu, Oct 12, 2023 at 4:23 PM

To: "SARIKONDATRINADH DY.MANAGER(MINING)" <strinadh@coalindia.in>

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[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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TPS Empanelment Team

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इस इलेक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।

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With regards
Sohag Pandya
General Manager (QC)
WCL HQ, Nagpur-440001

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Sohag Pandya <gmqc.wcl@gmail.com>
To: "SARIKONDATRINADH DY.MANAGER(MINING)" <strinadh@coalindia.in>

Thu, Oct 12, 2023 at 4:26 PM

----- Forwarded message -----

From: **Subhasis Sahu GM QC CIL** <gmqc.cil@coalindia.in>
Date: Thu, Oct 12, 2023 at 1:41 PM
Subject: Fwd: Second round of empanelment of third party sampling agencies
To: GMQC ECL <gmqcecl@gmail.com>, SIDDHARTHA SANKAR DAS <gmqc.bcl@coalindia.in>, RAJESH MISHRA <gmqm.ccl@coalindia.in>, gmqc wcl <gmqc.wcl@gmail.com>, R.P SINGH <gmqc.secl@coalindia.in>, GM QC MCL <gm-qc.mcl@nic.in>, Rajnikant Majhee <gmqc.ndhq@coalindia.in>, necsales NEC <necsales@gmail.com>
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Regards,

TPS Empanelment Team

PFC Limited

जब तक अत्यंत आवश्यक न हो कृपया इस ई-मेल को प्रिंट न करें।

इस इलेक्ट्रॉनिक संदेश में समाहित सूचना तथा संलग्नक केवल प्रेषिती के उपयोग के लिए हैं तथा उनके लिए प्रॉपराइटी, गोपनीय अथवा विशेषाधिकृत सूचना हो सकती है। यदि आप वह व्यक्ति नहीं हैं, तो आप इस ई-मेल को प्रचारित, वितरित अथवा कॉपी न करें। कृपया प्रेषक को तुरंत नोटिफाई करें तथा इस संदेश की सभी प्रतियां तथा अन्य संलग्नक नष्ट कर दें।

चेतावनी: ई-मेल के माध्यम से कम्प्यूटर वायरस संप्रेषित हो सकता है। यद्यपि इसके लिए कंपनी ने पर्याप्त सावधानी बरती है कि इस ई-मेल में कोई वायरस न हो, तथापि प्रेषिती को भी यह जाँच कर लेनी चाहिए कि इस ई-मेल तथा संलग्नक में कोई वायरस नहीं है। कंपनी इस ई-मेल अथवा संलग्नकों के प्रयोग से हुई किसी भी हानि अथवा नुकसान का दायित्व स्वीकार नहीं करती।


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