



Power Finance Corporation Limited

(A Govt. of India Undertaking)

Request for Proposal

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

Date: July 14, 2023

Issued by:

Power Finance Corporation Limited

Address:

Urjanidhi, 1, Barakhamba Lane,
Connaught Place, New Delhi – 110001
Telephone: 011-23456000
Website: www.pfcindia.com

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Disclaimer

The information contained in this RFP or any other information provided to Bidders, in writing, by or on behalf of the Bid Process Authority and its employees or advisors is provided to Bidders on terms and conditions set out in this RFP and such other specific terms and conditions subject to which such information is provided.

This RFP is not an agreement by itself and is neither an offer nor an invitation by Bid Process Authority to Bidders or any other Person. The purpose of this RFP is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.

This RFP includes statement which reflect various assumptions and assessments arrived at by the Bid Process Authority and its employees or advisors. Such assumptions, assessments and statements do not purport to contain all information that Bidders may require. The information contained in this RFP may not be appropriate for all persons and it is not possible for the Bid Process Authority and its employees or advisors to consider the data requirements, investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP to Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended as a complete or authoritative statement under any law. The Bid Process Authority and its employees and advisors accept no responsibility or otherwise any obligation on any interpretation or opinion on laws expressed in this RFP.

Except as specifically provided in this RFP, the Bid Process Authority and its employees and advisors make no representation or warranty, expressed or implied, and shall have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or contract or tort or any principle of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of or in connection with anything contained in this RFP, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained in this RFP or deemed to form part of this RFP or otherwise supplied or arising in any way from the empanelment process of TPSA.

It shall be deemed that by submitting Bid, a Bidder agrees and releases the Bid Process Authority and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights or performance of any obligations under this RFP or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights or claims it may have in this respect, whether actual or contingent, whether present or in the future.

The Bid Process Authority and its employees and advisers also accept no liability of any nature, whether resulting from negligence or otherwise, arising from reliance of any Bidder upon the content of this RFP. The Bid Process Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP.

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The issuance of this RFP does not imply that the Bid Process Authority is bound to qualify any Bidder or to select any Bidder for the stated purpose. The Bid Process Authority reserves the right to reject all or any of the Bids or cancel or withdraw the entire RFP process without assigning any reasons whatsoever and without any liability.

This RFP, along with its Annexures, is not transferable. The RFP and the information contained therein is to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

1. Definitions and Interpretations

1.1. Definitions

- 1.1.1. The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

Addendum or Addenda	shall mean an addendum or addenda to this RFP;
Address	shall mean the address as per Clause 2.3.9;
Affiliate	shall mean a company that either directly or indirectly (i) controls or (ii) is controlled by or (iii) is under common control with a Bidder and "control" means ownership by one company of twenty six percent (26%) or more of the voting rights of the other company;
Annexure	shall mean an annexure to this RFP;
Authorized Signatory	shall refer to the person authorized by the board of the Bidder to sign Bid on behalf of Bidder and in whose name the Power of Attorney (PoA) has been issued as per the Format 7.1.2 of this RFP;
Bid	shall mean the required documents including the Technical Proposal and the Financial Proposal submitted by the Bidder in response to this RFP, in accordance with the terms and conditions hereof;
Bid Due Date	means the last date and time for submission of the Bid as specified in the Bid Schedule and as extended from time to time in accordance with Clause 5.3 of this RFP;
Bid Process	shall mean the process undertaken by Bid Process Authority to empanel 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 as per the terms and conditions set out in this RFP;
Bid Process Authority	shall mean Power Finance Corporation Limited authorized by Ministry of Power for carrying out the Bid Process 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";
Bid Schedule	shall mean the schedule of Bid Process set out in Clause 2.3.8, as may be amended from time to time;

Bid Security	shall have the meaning ascribed to it in Clause 4.8 of this RFP;
Bidder	shall mean such single Company or Partnership Firm submitting a Bid in response to this RFP;
BIS	shall mean Bureau of Indian Standards;
CIMFR	shall mean Central Institute of Mining and Fuel Research;
Clause	shall mean a clause of this RFP;
Coal Consumer	shall mean power generation entities and any other entities procuring coal from Coal Producer through FSA/ MOU/ e auction scheme(s)/ any other auction scheme(s) or any other mechanism as per the extant guidelines for both power and non-power sectors;
Coal Producer	shall mean Coal Companies viz. CIL & its subsidiaries and SCCL;
Companies Act	shall mean the (Indian) Companies Act, 2013, as amended from time to time, and any previous Companies Act in India as the context may require;
Company	means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute in its jurisdiction;
Conflict of Interest	shall have the same meaning as ascribed in Clause 3.1.2 of this RFP;
Eligibility Criteria	shall mean the eligibility criteria required to be met by the Bidder as per Clause 3.1 of this RFP;
Financial Proposal	shall mean Bidder's quotes as per Clause 5.5 of this RFP;
Financial Year	shall mean each 12-month period commencing on 1 st of April of a calendar year and ending on 31 st of March of the next calendar year; In case of an international Bidder the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business shall be considered for the purpose of its financial statements to be submitted for meeting the Qualification Requirements as per Clause 3.2 of this RFP;
Financially Evaluated Entity	shall mean a Company that has been evaluated for the satisfaction of the Financial Qualification Requirements set forth in Clause 3.2.1;
FSA	shall mean Fuel Supply Agreement or any other agreement with the Coal Producer for procurement of coal through MOU/ e auction scheme(s)/ any other auction scheme(s) or any

	other mechanism of coal supplies, as per the extant guidelines for both power and non-power sectors for purpose of this RFP;
ISO	shall mean International Organization for Standardization;
NABL	shall mean National Accreditation Board for Testing and Calibration of Laboratories;
Parent Company	shall mean a company that holds more than fifty percent (50%) of the paid - up equity capital directly or indirectly in the Bidder;
Partnership Act	shall mean the (Indian) Partnership Act, 1932, as amended from time to time;
Partnership Firm	shall mean a firm registered under the Partnership Act;
Performance Security	shall have the meaning as ascribed to it in the Tripartite Agreement;
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity;
Qualification Requirements, Technical Qualification Requirements, Financial Qualification Requirements	shall have the respective meaning as set out in Clause 3.2 of this RFP;
Qualified Bidder(s)	shall mean those Bidders who are short-listed subsequent to evaluation of their Technical Proposal and are eligible for opening of their respective Financial Proposal in accordance with Clause 6.2.8 of this RFP;
RFP	shall mean this Request for Proposal document along with all schedules, annexures and Tripartite Agreement and shall include any modifications, amendments or alterations or clarifications thereto;
Rupee or INR	means Indian Rupee, the lawful currency of India;
SCCL	shall mean The Singareni Collieries Company Ltd.
Successful Bidder (s)	shall mean the Bidder(s) selected pursuant to this Bid Process for empanelment for collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power and non-power sector;

Technical Proposal	shall mean the documents as specified in Clause 5.4 of RFP;
TPS or Third Party Sampling	shall mean collection, preparation and analysis of coal samples at loading end with appellate/referee provision for power and non-power sector as specified in Clause 2.2.6 of RFP;
TPSA or Third Party Sampling Agency	shall mean agency which has the required capabilities to carry out the activities specified under Clause 2.2.6 of RFP
Tripartite Agreement	shall mean the Agreement to be executed between Successful Bidder, Coal Producer and Coal Consumer;
USD or \$	shall mean United States Dollar, the lawful currency of United States of America.

1.2. Rules of Interpretation

1.2.1. In this RFP

- (a) Table of Contents, headings and sub-headings are for convenience only and shall not affect construction and interpretation of this RFP;
- (b) the singular includes the plural and vice versa;
- (c) references to Articles, Sections, Clauses, Schedules, Appendix and Annexure are, unless the context otherwise requires, references to Articles, Sections, Clauses, Schedules, Appendix and Annexure of this RFP;
- (d) "includes" and "including" shall mean "including without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (e) reference to any law or regulation having the force of law includes amendments, modifications, supplements, extensions or re-enactments thereof in future;
- (f) Any reference to time is a reference to the time in India;
- (g) the terms "Bid" and "Proposal" are used interchangeably;

2. Empanelment of TPSA

2.1. Introduction

- 2.1.1. Ministry of Power (MoP) vide letter dated 30.03.2021 has communicated its decision to engage services of other agencies besides Central Institute of Mining and Fuel Research (CIMFR) for Third Party Sampling (TPS) of coal for power sector. Subsequently, the bid process for the first round of empanelment was conducted and M/s Mitra S. K. Private Limited was empanelled as the TPSA on December 28, 2021.
- 2.1.2. The Terms of Reference for empanelment of the agency has been decided with the following broad guidelines:
- Multiple Agencies should be available.
 - Sampling only at loading end with appellate/referee provision.
 - Choice of taking services from empanelled agencies shall be of the Coal Consumer and
 - Review mechanism (6 monthly basis) to review the working of the system.
- 2.1.3. MoP, vide O.M. dated August 24, 2022, had advised Power Finance Corporation (PFC) to carry out second round of empanelment so as to have more TPSA. Based on discussions with Ministry of Coal and CIL, MoP vide letter dated 02.12.2022 had advised PFC to carry out the empanelment process for both power and non-power sector.
- 2.1.4. Accordingly, PFC as the Bid Process Authority, acting on behalf of the MoP intends to empanel 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.
- 2.1.5. The Bid Process is only for empanelment of third party sampling agencies and does not guarantee any award of contract to the agencies and Coal Consumers are free to take services of any of the empanelled agency. Further the empanelment shall cover dispatches of coal to power sector and dispatches of raw non-coking coal to non-power sectors.
- 2.1.6. CIL Coal Production Analysis¹:

Table 1: Modewise offtake for FY21 (In MT)

Sl.	Subsidiary	Rail	Road	MGR	Others	Total
1.	ECL	28.10	3.18	10.75	-	42.04
2.	BCCL	16.37	6.76	-	-	23.13
3.	CCL	48.12	17.28	-	-	65.40
4.	NCL	35.94	17.35	52.13	3.23	108.65
5.	WCL	34.16	12.88	0.71	1.94	49.69
6.	SECL	64.96	40.38	26.76	6.68	138.78
7.	MCL	96.25	34.09	15.15	1.21	146.71
8.	NEC	0.07	0.02	-	-	0.09
9.	Total CIL	323.98	131.93	105.51	13.06	574.48

Table 2: Production for FY21 (in MT)

Sl.	Subsidiary	Total
1.	ECL	45.01

¹ Data as received from CIL

Sl.	Subsidiary	Total
2.	BCCL	24.66
3.	CCL	62.59
4.	NCL	115.04
5.	WCL	50.28
6.	SECL	150.61
7.	MCL	148.01
8.	NEC	0.04
9.	Total CIL	596.22

Table 3: Despatch to Power Sector* (in MT)

Sl.	Subsidiary	2019-20	2020-21	2021-22	2022-23
1.	ECL	45.33	36.17	29.97	28.1
2.	BCCL	23.70	17.28	26.69	28.6
3.	CCL	53.13	52.90	59.17	64.5
4.	NCL	92.73	94.55	110.69	120.4
5.	WCL	43.00	41.90	57.24	56.1
6.	SECL	114.68	103.92	129.70	139.9
7.	MCL	92.68	98.20	127.12	148.9
8.	NEC	0.46	0.06	0.00	0.0
9.	Total CIL	465.72	444.97	540.57	586.6

* Area wise details for each subsidiary has been provided in Format 7.2.5

Table 4: Despatch to non-power sector (in MT)

Sl.	Subsidiary	2020-21	2021-22	2022-23
1.	ECL	5.87	6.13	7.4
2.	BCCL	5.84	5.57	7.0
3.	CCL	12.50	12.65	10.5
4.	NCL	14.09	14.97	13.1
5.	WCL	7.80	6.93	6.0
6.	SECL	34.86	25.82	20.1
7.	MCL	48.51	49.25	43.8
8.	NEC	0.03	0.00	0.2
9.	Total CIL	129.51	121.31	108.1

Table 5: Number of Silos and Auto Mechanical Samplers

Sl.	Subsidiary	Silos	AMS
1.	BCCL	0	0
2.	CCL	0	0
3.	ECL	2	0
4.	MCL	2	3
5.	NCL	9	4
6.	SECL	4	1
7.	WCL	0	0
8.	CIL	17	8

Table 6: List of Silos

Sl.	Subsidiary	IR Silo	MGR Silo
1.	ECL	NEW SIDING SONEPUR	Rajmahal Silo
2.	NCL	Bina Silo	Amlohri
3.	NCL	Dudhichua Silo	Jayant
4.	NCL	Krishnashila SILO	Kakri
5.	NCL	Block'B SILO	Khadia

Sl.	Subsidiary	IR Silo	MGR Silo
6.	NCL	-	Nigahi
7.	SECL	KUSMUNDA SILO	Gevra
8.	SECL	Junadih Rapid Loading Silo (JRGR)	Dipka
9.	MCL	Bharatpur SILO	-
10.	MCL	Lingraj Silo	-

Note: The abovementioned data, as received from CIL, is indicative and for information purpose only for the Bidders. The information provided does not reflect or commit on the quantum of work to be awarded to a TPSA post empanelment.

2.2. Key features of empanelment

2.2.1. The empanelled TPSA will undertake various activities related to collection, preparation and analysis of coal samples for power or non-power sector at various loading end of Coal Producer. This shall include but not limited to:

- Sample Collection – Collection of samples at loading end of the Coal Producer as per relevant BIS/ ISO and FSA
- Preparation of laboratory samples as per relevant BIS
- Testing and Analysis of prepared samples at NABL accredited laboratories (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC))
- Preparation of report for samples
- Documentation and Communication of report

2.2.2. Provisions relating to the detailed scope of work and other binding terms between the empanelled TPSA, Coal Consumer and Coal Producer are set out in the Tripartite Agreement provided in Annexure 7.2.4. Further, any specific terms or conditions, procedure or methodology specified/not specified in the Tripartite 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 Tripartite Agreement.

2.2.3. Tenure of Empanelment

The tenure of empanelment of TPSA shall be for a period of five (5) years.

2.2.4. Appointment of TPSA

TPSA will be selected from the list of empanelled TPSAs by Coal Consumer from time to time for conducting the sampling and analysis at the loading end. The cost of sampling and analysis by TPSA at the loading end shall be shared in the ratio of 50:50 by the respective Coal Producer and Coal Consumer. Further, the 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 empanelled list. Provided that the Coal Consumer shall be allowed to select separate TPSAs for power sector and non-power sector.

2.2.5. Detailed Modalities for TPS

The detailed modalities for collection, handling, storage, transportation, preparation and analysis of coal samples and submission of the analysis results, by TPSA is provided in Clause 8 of the Tripartite Agreement.

2.2.6. **Scope of Work**

The scope of work of TPSA shall include but not limited to the following:

- (a) TPSA shall sign a Tripartite Agreement with Coal Consumer and Coal Producer and complete all other requirements/formalities before commencement of the work. The Tripartite Agreement shall be part of FSA. In case of any discrepancy between the FSA and Tripartite Agreement regarding third party sampling, the Tripartite Agreement shall prevail.
- (b) The choice of taking services of the empanelled TPSA shall lie with Coal Consumer.
- (c) TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedures, regulations and guidelines (relevant BIS/ ISO and FSA) in this regard.
- (d) Coal Producer shall provide adequate space and enabling conditions for collection of coal samples at the loading end i.e. proper lighting, illumination, ramps/ ladders. In case of lack of above said conditions, same shall be provided by TPSA at the cost of Coal Producer.
- (e) Collection of samples shall be done by TPSA as per Clause 5 of the Tripartite Agreement. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin/ permanent structure with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/ identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/ area of the same Coal Producer).
- (f) TPSA shall take the samples at their porta cabin or permanent structure for storage as well as for preparation. TPSA will arrange its own crusher/ pulverizer. Local transportation of samples to the storage room of TPSA shall be arranged by TPSA. Coal Producer and Coal Consumer representatives shall be allowed to accompany TPSA representatives during transportation of samples. Further, boarding/ lodging of the persons hired for this purpose shall be arranged by TPSA.
- (g) Sample collection, preparation and storage shall be under CCTV camera with live streaming facility. The arrangement of CCTV and back up storage facility for a period of thirty (30) days shall be provided by Coal Producer at sampling point and by TPSA at preparation and storage point.
- (h) The authorized representatives of Coal Consumer and Coal Producer shall jointly witness the process of sample collection and preparation of the laboratory samples. The authorized representatives will put their signature on the sample tags as evidence of the process of sampling. However, their absence from participation/ witnessing for any reasons thereof shall not be considered as ground for disputing the results. The authorized representatives of all three parties i.e. TPSA (independent sampler), Coal Consumer and Coal Producer will also sign on the samples register to be maintained by TPSA at the loading end.

- (i) The cost of the activities undertaken by TPSA shall be equally borne by both Coal Producer and Coal Consumer.
- (j) **Activities to be undertaken by TPSA:**
 - (i) Sample Collection — Collection of samples at loading end of the Coal Producers as per relevant BIS/ ISO and FSA.
 - (ii) Preparation of laboratory samples — shall be done within two (2) days of sample collection as per relevant BIS.
 - (iii) Testing and Analysis of prepared samples at NABL accredited laboratories (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)), agreed in Tripartite Agreement.
 - (iv) Preparation of Report for samples.
 - (v) Documentation and Communication of Report through a web portal (Report template as specified in Schedule 6 of Tripartite Agreement).
- (k) There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling.

The price quoted by the bidder shall be inclusive of the cost of providing the Mechanical Augur and the associated operating costs.

Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.

The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process.
- (l) The sample for testing by TPSA/ Referee samples to be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.
- (m) The final laboratory sample shall be divided into four (4) parts. Part-I of the sample is for analysis by TPSA at NABL accredited laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)). Part-2 and Part-3 of the sample are to be handed over to Coal Producer and Coal Consumer respectively for their own analysis. Part-4 of the sample, to be called Referee sample, shall be sealed jointly by TPSA, representatives of Coal Producer and Coal Consumer.

- (n) The referee samples shall be kept at the loading end. The storage site is to be provided by Coal Producer, which will be under the custody of TPSA with proper lock and key arrangement for the Referee sample and shall be kept under CCTV surveillance. TPSA shall ensure safety and security of these samples.
- (o) Referee samples should be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming.
- (p) In case of dispute raised by any party within stipulated time, Part-4 of the sample i.e. Referee sample shall be sent to the designated government NABL accredited referee lab (excluding those of Coal Producer and Coal Consumer) for testing and analysis.
- (q) **Timelines for communication of results by TPSA:** TPSA shall communicate the result of the sampling within fifteen (15) working days of the sample collection, with penal provision as per Clause 5.7 of Tripartite Agreement for non-adherence to the timeline.
- (r) **Timeline for raising of disputes after submission of results by TPSA:** Coal Producer or Coal Consumer may raise dispute within seven (7) days of the submission of results by TPSA. Print out of result of bomb calorimeter shall be enclosed by the disputing/ challenging party.
- (s) **Referee sample:** The referee shall be collected and stored as per Clause 5.8 of the Tripartite Agreement.
- (t) **Timelines for communication of results by referee laboratories:** TPSA shall process the request for analysis of referee sample and despatch the referee samples to referee labs with advance intimation to both Coal Producer and Coal Consumer. Referee labs shall communicate the results of Referee samples to the TPSA and TPSA shall then communicate the results to Coal Producer and Coal Consumer within forty five (45) days from date of challenge by the party raising dispute, of which thirty (30) days from date of challenge shall be earmarked for submission of coal samples to designated referee labs and fifteen (15) days from the date of receipt of the samples by the designated referee lab for communication of results. The time sub-limits being used inter-changeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer. Penal provision as per Clause 5.9 (f) of the Tripartite Agreement shall be applicable for non-adherence to the timeline.
- (u) Arrangement for full payment of charges in advance in case of challenging TPSA analysis results is to be made by the challenging party along with the request for referee sampling. Without deposition of advance payment, request of challenging party for referee sampling shall not be considered and results of TPSA shall be treated as final.
- (v) **Timeline for preservation of Referee Sample:** The Referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. The unchallenged referee samples shall be destroyed after thirty (30) days with proper records maintained by TPSA. Both Coal Producer and Coal Consumer representatives shall sign in the register as witness. If any party fails to attend/ witness the destruction of referee samples, no claim will be entertained after destroying the unchallenged samples.

- (w) **Tenure of Tripartite Agreement with TPSA:** Initially the Tripartite Agreement with the empanelled TPSA shall be for a period of three (3) years and on successful completion of three (3) years, the Tripartite Agreement may be extended on yearly basis (maximum up to two (2) years) at empanelled price with mutual consent of all the parties subject to valid empanelment.
- (x) TPSA shall make arrangements for online tracking of samples at all stages from sample preparation to analysis at TPSA lab and referee lab.
- (y) **Development of Web Portal:** TPSA shall develop a web portal within three (3) months of signing of the Tripartite Agreement for posting the sample results, referee results, along with the provision of raising of referee challenge through portal, and downloading of sample/ referee results. Till the time of development of web portal, the results shall be shared as per the provisions of Clause of 8.3.3 of the Tripartite Agreement.
- (z) If situation arises such that an empanelled TPSA doesn't have the required capacity/ bandwidth and is not able to sign Tripartite Agreement with all the Coal Consumers soliciting their services, priority should be given to power sector Coal Consumers for signing the Tripartite Agreement over the non-power sector Coal Consumers.
- (aa) If situation arises such that after signing of Tripartite Agreement, if there is capacity/ infrastructure constraint at a particular mine/ sampling location restricting the ability of the TPSA to fulfill its entire sampling requirements, the sampling of power sector Coal Consumers shall be given priority over the sampling of non-power sector Coal Consumers.

2.3. Brief description of Bid Process

- 2.3.1. Bid Process Authority has adopted a single stage Bid Process for selection of the Successful Bidder.
- 2.3.2. Each Bidder is required to submit a single Bid comprising of (a) the Technical Proposal and (b) the Financial Proposal as per Clause 5.8.
- 2.3.3. The evaluation of Bids shall be carried out in two (2) sub-stages:
 - (a) The first sub-stage will involve qualification of Bidders based on the evaluation of their Technical Proposals to determine compliance with the Eligibility Criteria and Technical Qualification Requirements in accordance with Clause 3.1 and Clause 3.2 respectively. Only those Bidders who are found to meet the Eligibility Criteria and the Qualification Requirements shall be qualified for the next sub-stage.
 - (b) The second sub-stage shall involve evaluation of the Financial Proposals in accordance with Clause 6.3 and selection of Successful Bidders in accordance with Clause 6.4.
- 2.3.4. Bids must be valid for a period that is not less than one hundred and eighty (180) days from Bid Due Date subject to completion of Bid Process. Provided that in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP.
- 2.3.5. Bidders shall be required to provide Bid Security along with their Bids in accordance with Clause 4.8 of this RFP. A Bid shall be summarily rejected if it is not accompanied by Bid Security.

- 2.3.6. All Bids are required to be prepared and submitted in accordance with the terms of this RFP on or before Bid Due Date.
- 2.3.7. Any queries or requests for additional information relating to this RFP shall be submitted to Bid Process Authority in accordance with Clause 4.3.1.
- 2.3.8. Bid Process Authority shall endeavour to adhere to the following Bid Schedule:

Sl.	Event	Date and Time
1.	Date of issuance of RFP	14-Jul-2023
2.	Last date of submission of queries or information required by Bidders	21-Jul-2023 by 17:00 Hrs
3.	Bid Due Date	4-Aug-2023 by 17:00 Hrs
4.	Opening of Technical Proposals	7-Aug-2023 by 12:00 Hrs
5.	Opening of Financial Proposals	To be communicated separately to Bidder(s) as per RFP provisions.

- 2.3.9. All communications related to Bid including submission of Bid shall be addressed to the following:

Tushar Ballarpure
General Manager
Power Finance Corporation Limited
"Urjanidhi", 1, Barakhambha Lane,
Connaught Place,
New Delhi – 110 001
Email: pfc.tps@pfcindia.com
Phone: 011-23456000

3. Eligibility Criteria and Qualification Requirements

3.1. Eligibility of Bidders

3.1.1. Nature of Bidder

A Bidder shall be a Company registered under the Companies Act or a Partnership Firm registered under the Partnership Act.

3.1.2. **Conflict of Interest:** A Bidder shall not have a Conflict of Interest. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be considered to have a Conflict of Interest if such:

- (a) Bidder is an Affiliate of any of the other Bidders; or
- (b) Bidder receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders; or
- (c) Bidder has direct or indirect shareholding in any other Bidder; or
- (d) Bidder has a relationship with any of the other Bidders, directly or through common third parties, that puts them in a position to have access to information about the bid or that may influence Bid, of one or more of such Bidders, or influence the decisions of Bid Process Authority regarding Bid Process; or
- (e) Bidder submits more than one (1) Bid either individually or through an Affiliate. This shall result in the disqualification of all such Bids submitted by Bidder and its Affiliates; or
- (f) Bidder has participated directly or through an Affiliate as a consultant or advisor in the preparation of this RFP.
- (g) Bidder and/or its Affiliate is a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in his own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
- (h) Bidder or its member of board of directors and/ or its promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

3.1.3. Fraud and Corrupt Practices

- (a) The Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during Bid Process. Notwithstanding anything to the contrary contained in this RFP, Bid Process Authority may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an officer, employee,

agent or advisor, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting Bid Process. In such event, the Bid Process Authority shall have the right to invoke the Bid Security without prejudice to any other right or remedy that may be available to Bid Process Authority hereunder or otherwise.

- (b) Without prejudice to the rights of Bid Process Authority under Clause 3.1.3 (a) above, in the event that a Bidder is found to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during or after the Bid Process, such Bidder shall not be eligible to participate in any tender or request for qualification or request for proposal issued by Bid Process Authority for three (3) years with immediate effect.
- (c) For the purposes of this Clause 3.1.3, the following terms shall have the meanings given to them below:
 - (i) corrupt practice means:
 - (A) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Bid Process Authority or any other person who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this process or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Bid Process Authority, shall be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
 - (B) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of Tripartite Agreement, as the case may be, any Person, for any matter relating to the Bid Process, who at any time has been or is a legal, financial or technical advisor of Bid Process Authority for this process;
 - (ii) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation or to influence the Bid Process;
 - (iii) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
 - (iv) undesirable practice means:
 - (A) establishing contact with any Person connected or employed or engaged by Bid Process Authority or any other Person who is directly or indirectly related to the Bid Process with the objective of canvassing, lobbying or in any manner influencing or attempting to influence Bid Process;

- (v) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in Bid Process.

3.1.4. Other Eligibility Criteria

- (a) If the Bidder or their Parent or Affiliate has been declared as insolvent or bankrupt in last ten (10) years preceding the Bid Due Date, then such Bidder shall not be eligible to submit a Bid.
- (b) If a Bidder including its Affiliate whose financial capability is being relied upon to qualify in this RFP, is from a country, which shares a land border with India, then such Bidder shall not be eligible to submit a Bid, unless it is registered with the competent authority. For the purpose of this clause, the definition of "Bidder" and "competent authority" shall be as defined in Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance.
- (c) If the Bidder including its Affiliate whose financial capability is being relied upon to qualify in this RFP, is banned or blacklisted or de-listed or put on Holiday or barred from participating in any project or barred from being awarded in any contract in any of the past three (3) years preceding the Bid Due Date, by any Government/ Quasi-Government/ Public Sector Undertaking/ Private Firm/ Financial Institutions, then such Bidder or its Affiliate shall not be eligible to submit a Bid. Further if there are any pending litigation or proceedings related to banning, blacklisting or de-listing or Holiday listing or debarment of Bidder or its Affiliate and the matters are sub-judice, the Bidder shall not be eligible to submit a Bid.

3.2. Qualification Requirements

- 3.2.1. Bidders shall satisfy the following minimum Technical Qualification Requirements and Financial Qualification Requirements to qualify for evaluation of Financial Proposal

Technical Qualification Requirements	Financial Qualification Requirements
<p>(i) Bidder, on its own, should have experience of having successfully executed (completed) works of similar nature (Collection, Preparation, Analysis of Coal sample & Documentation) for minimum aggregate value of Indian Rupees Five Crores (INR 5,00,00,000.00) (excluding taxes and levies) either in independent form (single work order) or in consolidated form (multiple work orders) during last seven (7) Financial Years ending 31.03.2022 in India and/or abroad.</p> <p>In case the experience has been earned by the Bidder as a Company, then one hundred percent (100%) value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Partnership Firm then the proportionate value of experience in proportion to the actual share of Bidder in</p>	<p>(i) Avg. Annual Turnover: Average Annual Turnover during the last three (3) Financial Years immediately preceding Bid Due Date – viz. FY 2019-20, FY 2020-21 and FY 2021-22 (as per the unconsolidated annual audited financial statements) shall be at least Indian Rupees Three Crores (INR 3,00,00,000.00) or its equivalent in US\$ (calculated as per the provisions in Clause 3.2.3).</p> <p>and</p> <p>(ii) Working Capital: Adequate Working Capital of at least Indian Rupees One Crore Fifty Lakhs (INR 1,50,00,000.00) or its equivalent in US\$ (calculated as per the provisions in Clause 3.2.3)</p>

Technical Qualification Requirements	Financial Qualification Requirements
<p>that Partnership Firm shall be considered against qualification.</p> <p>In case the Bidder is a Partnership Firm, the work experience of any or all of the individual partners of the Partnership Firm or the Partnership Firm itself may be furnished as the work experience of the Bidder.</p> <p>(ii) NABL or equivalent accredited Coal testing Laboratories under ISO/IEC 17025: Bidder must have at least one (1) coal testing labs in India in its own name having NABL accreditation or accreditation against ISO/IEC 17025 by other equivalent accreditation agency which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day.</p> <p>In case the Bidder is a Partnership Firm, the NABL or ISO/IEC 17025 accredited testing laboratory must be in the name of any of the partner(s) of Partnership Firm or Partnership Firm itself.</p> <p>(iii) Availability of Resources: Bidder shall have to provide all tools and tackles including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment, consumables, manpower, transport arrangements etc. wherever required with proper supervision and arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates in Chemistry or Graduates/ Diploma holders in Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436. Data/ Document to be furnished by the bidder on its letter head:</p> <ul style="list-style-type: none"> - Detailed list of Key Management Personnel (KMP) - No. of competent personnel, their qualification and experience 	<p>inclusive of access to lines of credit and availability of other financial resources to meet the requirement. Bidder to submit relevant certificate from its statutory auditor/practising chartered accountant having membership from ICAI as per Format 7.1.7 (B). Working Capital shall have been issued as on the date one (1) month prior to the Bid Due Date.</p> <p>In case, access to lines of credit constitutes the availability of working capital, Banker's certificate (from Scheduled commercial banks as per list in Annexure 7.2.3) shall also be submitted regarding availability of access to credit (issued within one (1) months prior to the Bid Due Date) to meet the above eligibility criteria.</p>

Technical Qualification Requirements	Financial Qualification Requirements
<p>In all of the above, the Bidder must demonstrate that its qualification is true and valid as on a date that is not more than fifteen (15) days prior to Bid Due Date. Bidder shall submit documentary evidence in the form of copies of work orders/ contracts/ satisfactory completion certificates clearly specifying the amount of work (in INR Crores). Bidder shall also furnish details of NABL accredited labs or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) owned by Bidder with documentary evidence along with accreditation certificate.</p>	

* Must be full member with respect to India as per website of ILAC/APAC.

- 3.2.2. For the purpose of meeting the Financial Qualification Requirements, only unconsolidated audited annual accounts shall be used and considered for submission and evaluation.
- 3.2.3. If Bidders provide financial data in currency other than INR, the Average Annual Turnover equivalent in Indian Rupees shall be calculated using the bills selling exchange rate (card rate) published by the State Bank of India or exchange rate published by Reserve Bank of India for that currency on the date of closing of the accounts for the relevant Financial Year as certified by the Statutory Auditor or banker.
- 3.2.4. The Technical Qualification Requirements shall be met by the Bidder on its own. However, Bidder may seek qualification based on financial capability of its Affiliate for the purpose of meeting the Financial Qualification Requirements. Authorization for use of such financial capability shall have to be provided from its Affiliate as per Format 7.1.5. The financial capability of a particular company, including its Parents or Affiliates, shall not be used by more than one Bidder.
- 3.2.5. The determination of the relationship of Affiliate with the Bidder, shall be as from a date at least sixty (60) days prior to date of issuance of RFP provided in Clause 2.3.8. Documentary evidence to establish such relationship shall be furnished by Bidder along with its Bid as per Format 7.1.3.
- 3.2.6. Notwithstanding anything stated above, Bid Process Authority reserves the right to verify the authenticity of the documents submitted by Bidder for meeting the Qualification Requirements and may request for any additional information and documents. Bid Process Authority reserves the right, at its sole discretion, to contact Bidder's bank or other agencies and verify Bidder's information and qualification documents for the purpose of it meeting the Qualification Requirements.
- 3.2.7. The Bidder shall be required to continue to maintain compliance with the Qualification Requirements throughout Bid Process and until the date of signing of Tripartite Agreement. Where the Financially Evaluated Entity is not the Bidder, the Bidder shall continue to be an Affiliate of the Financially Evaluated Entity for at least five (5) years from the date of signing of Tripartite Agreement, in the event such Bidder has emerged as Successful Bidder.

4. General Instructions to Bidders

4.1. Acknowledgement by Bidder

4.1.1. It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of RFP (including all instructions, forms, terms and specifications) and any other information provided by Bid Process Authority under this RFP and Bidder acknowledges that submission of a Bid that is not responsive to RFP in every respect shall be at Bidder's risk and may result in rejection of Bid;
- (b) received all relevant information requested from Bid Process Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in RFP or furnished by or on behalf of Bid Process Authority;
- (d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;
- (e) familiarized itself with the procedures and time frames required to obtain all consents, clearances and permits to operate as a TPSA; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

4.1.2. Bid Process Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter arising out of or relating to RFP or Bid Process.

4.2. Rights of Bid Process Authority

4.2.1. Bid Process Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend, amend or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
- (c) retain any information, documents or evidence submitted to Bid Process Authority by or on behalf of any Bidder;
- (d) independently verify, disqualify, reject or accept any and all documents, information or evidence submitted by or on behalf of any Bidder;
- (e) reject any Bid, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or

- (ii) Bidder in question does not provide, within the time specified by Bid Process Authority, the supplemental information sought by Bid Process Authority for evaluation of Bid; or
 - (f) reject the empanelment of the Successful Bidder, if the Successful Bidder has not furnished the empanelment fee, in accordance with Clause 4.9.
 - (g) accept or reject any or all Bids, annul Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- 4.2.2. If Bid Process Authority exercises its right under this RFP to reject a Bid, then Bid Process Authority reserves the right to:
- (a) take any such measure as may be deemed fit in the sole discretion of Bid Process Authority, including inviting fresh Bids from the qualified Bidders or annulling the entire Bid Process; or
 - (b) take any such measure as it may deem fit.
- 4.2.3. If it is found during Bid Process or at any time before signing of Tripartite Agreement or after its execution and while it is in force, that one or more of the Eligibility Criteria and Qualification Requirement have not been met by a Bidder or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder shall be disqualified. If such Bidder has been declared as the Successful Bidder or has executed the Tripartite Agreement, the Tripartite Agreement shall be liable to be terminated, by a notice in writing from Coal Producer/Coal Consumer to such Successful Bidder.
- 4.2.4. Upon any disqualification, cancellation or termination in accordance with this Clause 4.2, Bid Process Authority shall not be liable in any manner whatsoever to the Bidder. Additionally, Bid Process Authority shall have the right to invoke the Bid Security as a mutually agreed genuine pre-estimate of the loss suffered by Bid Process Authority for, amongst others, Bid Process Authority's time, cost and efforts in conducting Bid Process. Such invocation shall be without prejudice to any other right or remedy that Bid Process Authority may have under RFP, Tripartite Agreement or applicable laws.

4.3. Clarifications

- 4.3.1. Clarifications and Queries
- (a) If a Bidder requires any clarification on or has any query in relation to RFP, it shall submit such query or request for clarification to Bid Process Authority by e-mail to the e-mail address mentioned in Clause 2.3.9 or by speed post or courier to the address mentioned in Clause 2.3.9 on or before the time and date specified in Bid Schedule. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: "**Empanelment of Third Party Sampling Agencies: Clarifications**". For any such clarifications, Bidder shall adhere to the Format 7.2.1 of RFP.
 - (b) Bid Process Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, Bid Process Authority reserves the right to not respond to any query or provide any clarification sought for, in its sole discretion. Bid Process Authority's

responses (including an explanation of the query but not identification of its source) shall be made available to all Bidders.

- (c) Bid Process Authority may, on its own initiative, if deemed necessary, issue clarifications to all Bidders. All clarifications and interpretations issued by Bid Process Authority shall be deemed to be part of this RFP. Should Bid Process Authority deem it necessary to amend RFP as a result of a request for clarification, it shall do so following the procedure under Clause 4.4.

4.4. Amendment 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. The Bid Process Authority may, at its discretion, extend the Bid Due Date in order to give Bidders reasonable time to take the amendments into account in preparing their Bids. Each Addendum or amendment shall be binding on Bidders whether or not the Bidders convey their acceptance of the Addendum or amendment. Bid Process Authority assumes no responsibility for the failure of a Bidder to submit its Bid in accordance with the terms of the Addendum or amendments or for any consequential losses suffered by Bidder.

4.5. Confidential information and proprietary data

- 4.5.1. **Proprietary Data:** All documents and other information provided by Bid Process Authority or submitted by a Bidder to Bid Process Authority shall remain or become the property of Bid Process Authority, as the case may be. Bidders are required to treat all information provided by Bid Process Authority in RFP as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.
- 4.5.2. **Confidentiality Obligations of Bid Process Authority:** Bid Process Authority shall treat all information, submitted as part of a Bid as confidential and shall require all those who have access to such material to treat it in confidence. Bid Process Authority may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:
 - (a) such publication is contemplated under this RFP;
 - (b) such publication is made to any Person who is officially involved with Bid Process or is a retained professional advisor advising Bid Process Authority or Bidder on matters arising out of or in connection with Bid Process;
 - (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
 - (d) such publication is to enforce or assert any right or privilege of the statutory authority or Bid Process Authority or as may be required by law (including under the Right to Information Act, 2005 or amendments thereof); or
 - (e) in connection with any legal process.

4.6. Governing law and jurisdiction

- 4.6.1. **Governing law:** Bid Process, this RFP and Bids shall be governed by, and construed in accordance with, the laws of India.

4.7. Validity of Bids

- 4.7.1. Bids shall remain valid for a period of one hundred and eighty (180) days from Bid Due Date subject to completion of Bid Process. A Bid valid for a shorter period shall be rejected by Bid Process Authority as being non-responsive. Provided that in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP
- 4.7.2. In exceptional circumstances, prior to the expiry of Bid validity period, Bid Process Authority may request Bidders to extend Bid validity period. The request and response, in this regard, shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by Bid Process Authority, Bid Process Authority shall not be entitled to invoke Bid Security. A Bidder, accepting Bid Process Authority's request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of Bid Security as requested by Bid Process Authority within fifteen (15) working days of such request, failing which Bid shall not be considered as valid.

4.8. Bid Security

- 4.8.1. The Bidder shall furnish, as part of its Technical Proposal, a duly notarized and stamped bid security (the Bid Security) for an amount equivalent to Indian Rupees One Lakh only (INR 1,00,000.00). Bidder shall provide Bid Security in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by any of the scheduled commercial banks as per the list provided in Annexure 7.2.3..
- 4.8.2. Bidder shall provide the Bid Security issued in favour of "Power Finance Corporation Limited", payable at New Delhi and in the format set out in Annexure 7.2.2. Bid Security shall remain valid for a period of thirty (30) days beyond Bid validity period as specified in Clause 4.7. In addition to submission of Bid Security online as per Clause 5.8, Bidders shall furnish the original copy of Bid Security on or prior to the Bid Due Date at the address mentioned in Clause 2.3.9 of this RFP.
- 4.8.3. In case the Bidder fails to provide the Bid Security as set out in this Clause 4.8, the Technical Proposal submitted by such Bidder shall be rejected by Bid Process Authority as non-responsive. Unless invoked in accordance with Clause 4.8.5 below, the Bid Security of the unsuccessful Bidders shall be returned no later than thirty (30) days from the date of the determination of the Successful Bidders in accordance with Clause 6.4 or any extended time agreed to by the Bidders as Bid validity period or on occurrence of the annulment or cancellation of Bid Process by Bid Process Authority.
- 4.8.4. If the Bidder is declared as the Successful Bidder, then such Successful Bidder shall ensure that its Bid Security remains valid for a period until such time such Successful Bidder is empanelled by the Bid Process Authority. After successful empanelment of the Successful Bidder, the Bid Security of such Successful Bidder shall be returned.
- 4.8.5. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Bid Process Authority will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the Bid validity period as set out in the Bid Schedule. Bid Process Authority shall have the right to invoke the Bid Security, without prejudice to any other right or remedy that may be available to Bid Process Authority hereunder or otherwise, under the following conditions:
 - (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.1.3;

- (b) if, after Bid Due Date, a Bidder withdraws its Bid during Bid validity period, as extended from time to time; or
- (c) if a Bidder is selected as Successful Bidder and it fails, within the specified time limit, to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the letter of empanelment; or
 - (ii) furnish the empanelment fee, in accordance with Clause 4.9.

4.9. Empanelment fee

- 4.9.1. Each of the Successful Bidder shall pay non-refundable **Indian Rupees Five Lakhs (INR 5,00,000.00)** along with applicable GST charges as empanelment fee to Bid Process Authority within seven (7) days of intimation by the Bid Process Authority.
- 4.9.2. In case Successful Bidder fails to pay the empanelment fee, the empanelment of the Successful Bidder shall be rejected by the Bid Process Authority and it shall not be eligible to sign Tripartite Agreement.

5. Preparation and Submission of Bids

5.1. Number of Bids

- 5.1.1. Each Bidder shall be permitted to submit only one (1) Bid. A Bidder who submits or participates in more than one (1) Bid, either directly or through its Affiliates, shall cause all Bids with such Bidder's participation to be disqualified.

5.2. Language of Bids and Correspondence

- 5.2.1. Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by Bidder and Bid Process Authority shall be in English.
- 5.2.2. Any document furnished by the Bidder may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall take precedence. If any document submitted by a Bidder is in a local language, then the English translation must be certified by an advocate and notarized in India. If any document submitted by a Bidder is in a foreign language, then the English translation must be certified by the embassy or consulate or high commission of the relevant foreign country in India or the Ministry of Foreign or External Affairs or any other relevant ministry empowered to certify such English translations in the relevant foreign country. Supporting materials which are not translated into English or certified or notarized in accordance with this Clause 5.2.2 may not be considered by Bid Process Authority.

5.3. Bid Due Date

- 5.3.1. Bid shall be submitted on or before the date and time specified in Bid Schedule at the address mentioned in Clause 2.3.9.
- 5.3.2. Bid Process Authority may, at its discretion and for any reason, extend Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 4.4, in which case all rights and obligations of Bid Process Authority and Bidders shall thereafter be subject to Bid Due Date as extended.
- 5.3.3. Bids received by Bid Process Authority after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

5.4. Technical Proposal

- 5.4.1. The Technical Proposal submitted by a Bidder shall comprise the following:
- (a) Covering Letter as per prescribed Format 7.1.1;
 - (b) Original power of attorney issued by the Bidder in favour of the Authorized Signatory signing Bid, in the form attached hereto as Format 7.1.2;

Provided that in the event the Bidder is a foreign entity, it may submit Board resolutions (essentially authorizing the signatory for the responsibilities and in the

manner provided in the format of the Power of Attorney) in place of Power of Attorney for the purpose of fulfilling the above requirements;

Provided further that, such Board resolutions, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any or all of the documents or resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted.

- (c) Bidder's composition and ownership structure as per prescribed Format 7.1.3;
- (d) Authorization from Affiliate for utilizing the credentials for meeting the financial capability as per Format 7.1.5;
- (e) Relationship between the Affiliate and the Bidder as per Format 7.1.10;
- (f) Details for meeting Qualification Requirement as per the prescribed Formats 7.1.6 and 7.1.7, along with documentary evidence for the same as specified in Clause 3.2;

[Note to Bidders: Separate calculation sheets, detailing the computation of Avg. Annual Turnover and Working Capital certificate, considered for meeting the Financial Qualification Requirements, certified by the Statutory Auditor of the Financially Evaluated Entity, shall be submitted along with this format];
- (g) Bidders' Undertakings as per the prescribed Format 7.1.8 (A and B);
- (h) Disclosure as per Format 7.1.9 regarding participation of any related companies in this Bid Process;
- (i) Bid Security, as per the prescribed Format 7.2.2;
- (j) Document(s), as applicable, so as to meet the minimum Technical Qualification Requirements as per Clause 3.2.1 and applicable formats, to the satisfaction of Bid Process Authority;
- (k) Unconsolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be, of Bidder or their Financially Evaluated Entity for the last three (3) Financial Years, viz. FY 2019-20, FY 2020-21 and FY 2021-22;
- (l) Initialled copy of RFP and Tripartite Agreement including any clarifications or amendments issued by Bid Process Authority;
- (m) Bidder's Undertaking for eligibility confirmation as per Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance as per Format 7.1.11.

5.5. Financial Proposal

- 5.5.1. As part of the Financial Proposal, Bidders shall provide quote for carrying out the activities mentioned under Clause 2.2.6.

- 5.5.2. The Financial Proposal submitted by a Bidder shall comprise the following:

Sl.	Quote* (excluding GST, but including other taxes/levies, if any) for carrying the activities mentioned under Clause 2.2.6 of RFP	Units	In Words	In figures
1.	Quote	Rs/Tonne		

*Quote in figures shall be up to two (2) decimal places only.

The Financial Proposal shall be submitted by Bidder in online mode only as per Clause 5.8.

- 5.5.3. The Bidder shall agree to abide by its offer in its Financial Proposal for a period of one hundred and eighty (180) days after Bid Due Date subject to completion of Bid Process, and in the event the Bidder emerges as the Successful Bidder, the Financial Proposal submitted by such Bidder shall remain valid through the tenure of empanelment as per Clause 2.2.3 of this RFP.
- 5.5.4. The Bid Process Authority is not bound to accept any offer it may receive. The Bidder shall accept that they are fully responsible for all costs associated with their participation in the Bid Process.

5.6. Cost and currency of Bids

- 5.6.1. Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any submissions which may be required by Bid Process Authority or any other costs incurred in connection with or relating to their Bids, including any costs incurred on conducting any due diligence or participating in discussions and finalisation and execution of Tripartite Agreement etc. All such costs and expenses shall be borne by Bidders and Bid Process Authority and their employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of Bid Process.
- 5.6.2. All amounts in the Bid shall be stated in Indian Rupees (INR).

5.7. Signing of Bids

- 5.7.1. Each Bid must be printed. All pages of the Bid must be physically signed by the Authorized Signatory of Bidder and stamped. If any pages of Bid are not physically signed and stamped by Bidder's Authorized Signatory, then Bid Process Authority may reject such Bid or require the Authorized Signatory of such Bidder to sign and stamp the pages that were not signed at Bid Process Authority's office.

5.8. Submission of Bids

- 5.8.1. Bidders shall submit Bid in the following manner:
- Online Bid:** The Bidder shall submit their Technical Proposal and Financial Proposal online through the portal <https://gem.gov.in/>, as per the instructions provided therein.
 - Offline Technical Proposal:** The Bidder shall also submit hard copy of the original Technical Proposal as per Clauses 5.8.2 to 5.8.8. Bidder shall not submit the Financial

Proposal in any form other than the online form as specified in Clause 5.8.1 (a) above.

- 5.8.2. For offline Technical Proposal submission, Bidders shall submit Technical Proposal in a single closed and sealed cover envelope. The super script to be mentioned in envelope is provided below:

Envelope	<p>“Technical Proposal of the Bid for Empanelment of Third Party Sampling Agencies for collection, preparation and analysis of coal samples at loading end for power and non-power sector”</p> <p>Due for Opening on:</p> <p>To,</p> <p style="padding-left: 40px;">[Name] [Designation] [Address] [Telephone No:] [Email:]</p> <p>“Name of Bidder:”</p>
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- 5.8.3. Envelopes shall include one (1) original plus one (1) copy, duly signed by the Authorized Signatory of Bidder. The original offline Technical Proposal shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the original and the accompanying copy, the original shall prevail. Provided that in the event, there is any discrepancy in the information submitted by the Bidder in its online Technical Proposal and hard copy of the offline Technical Proposal, the information submitted in the online Technical Proposal shall be considered for evaluation purpose.
- 5.8.4. The offline Technical Proposal shall either be hand delivered or sent by registered post acknowledgement delivery; or speed post; or courier; so as to reach to the address mentioned in Clause 2.3.9 by Bid Due Date. Bids submitted by fax, telex or e-mail shall not be entertained and shall be rejected. Bid Process Authority shall not be responsible for any delays, loss or non-receipt of Bids.
- 5.8.5. All pages of Bid, and any other document executed on non-judicial stamp paper, forming part of Bid and corrections in Bid, if any, must be signed and stamped by the Authorized Signatory on behalf of Bidder.
- 5.8.6. Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Authorized Signatory of Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Authorized Signatory of Bidder.
- 5.8.7. It may be noted that Technical Proposal shall not contain any information or document relating to Financial Proposal. If the Technical Proposal contains any such information or documents, Bid Process Authority shall reject Bid of such Bidder from further evaluation.
- 5.8.8. If the envelope (offline Technical Proposal) is not sealed and super scribed as instructed in this Clause 5.8, Bid Process Authority assumes no responsibility for the misplacement or premature opening of the contents of the offline Technical Proposal and consequent losses, if any, suffered by Bidder.

5.9. Substitution or Withdrawal of Bids

- 5.9.1. Subject to Clause 4.4 and in the event the Bid Process Authority issues any Addendum or amendment to the RFP, Bidder may substitute or withdraw its Bid after submission at any time prior to the specified time on Bid Due Date. No Bid shall be substituted or withdrawn by Bidder on or after the specified time on Bid Due Date.
- 5.9.2. Subject to Clause 5.9.1 above, Bidder may substitute or withdraw the Bid by submitting a substitution or withdrawal letter or notice to Bid Process Authority to substitute or withdraw the Bid submitted to Bid Process Authority.
- 5.9.3. The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 5.8, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 5.9.4. Any alteration or modification in Bid or additional information supplied after the specified time on Bid Due Date, unless such additional information has been expressly sought for by Bid Process Authority, shall be disregarded.
- 5.9.5. If Bid Process Authority receives a substitution notice from a Bidder before the specified time on Bid Due Date, then Bidder shall be allowed to substitute its original Bid, and the hard copy of the offline Technical Proposal shall be returned unopened. Provided that in such an event, Bidder shall be required to submit its substituted Bid prior to the specified time on Bid Due Date.
- 5.9.6. If Bid Process Authority receives a withdrawal notice before the specified time on Bid Due Date, then Bid Process Authority shall return the hard copy of offline Technical Proposal to such Bidder unopened.

6. Opening and Evaluation of Bids

6.1. Opening of Bids

- 6.1.1. Bid Process Authority shall open only those Bids that are submitted on or before the specified time on Bid Due Date. If any Bid is received after the specified time on Bid Due Date, it shall be rejected and the hard copy of the same shall be returned unopened to Bidder.
- 6.1.2. The Technical Proposals shall be opened in the presence of maximum of two (2) designated representatives from each of such Bidders who have submitted their Bids and choose to be present at the time and on the date specified in Bid Schedule at the address mentioned in Clause 2.3.9.
- 6.1.3. Bid Process Authority shall prepare a record of the opening of Bids that shall include, as a minimum, the names of Bidders from whom Bids have been received. Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representative's signature on the record shall not invalidate the contents and effect of the record.
- 6.1.4. Once all the Technical Proposals have been opened, they shall be evaluated for responsiveness and to determine whether Bidders are qualified for opening of the Financial Proposals. The procedure for evaluation of the Technical Proposals is set out in Clause 6.2.
- 6.1.5. Once the Technical Proposals have been evaluated, Bidders meeting the requirements, shall be informed of a date, time and place for opening of their Financial Proposal. The Financial Proposals shall be opened in the presence of maximum of two (2) representatives of the Qualified Bidders who choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 6.3.
- 6.1.6. The qualification of Bidders shall be entirely at the discretion of Bid Process Authority.
- 6.1.7. Any information contained in a Bid shall not in any manner be construed as binding on Bid Process Authority, its agents, successors or assigns; but shall be binding on the Bidder.

6.2. Determination of Responsiveness and Evaluation of Technical Proposals

- 6.2.1. Bid Process Authority shall examine the Technical Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Technical Proposals are generally in order. If any Bidder is disqualified in accordance with the terms of RFP or if any Technical Proposal is found to be non-responsive or not meeting the Technical Qualification Requirements or the Financial Qualification Requirements, Bid comprising such Technical Proposal shall be rejected by Bid Process Authority and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by Bid Process Authority in respect of such Bid(s).

- 6.2.2. Bid Process Authority shall then evaluate and determine whether Bidders who have submitted Bids satisfy the Eligibility Criteria and the Qualification Requirements set out at Clause 3.1 and Clause 3.2 respectively in their Technical Proposal.
- 6.2.3. In order to determine whether Bidder satisfies the Eligibility Criteria and the Qualification Requirements, Bid Process Authority will review the documentary evidence of Bidder's eligibility and qualifications submitted by Bidder and any additional information which Bid Process Authority seeks from Bidder.
- 6.2.4. Prior to evaluation of the Financial Proposals, the Technical Proposals shall be reviewed to determine responsiveness to RFP.
- 6.2.5. The Technical Proposal shall be considered responsive if it meets the requirements of the RFP without any deviation, reservation, or omission where:
 - (a) "deviation" is a departure from the requirements specified in the RFP;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 6.2.6. The Bid Process Authority shall examine the technical aspects of the Bid in particular, to confirm that all requirements of RFP have been met without any deviation, reservation or omission.
- 6.2.7. The Bid Process Authority shall regard a Bid as responsive if it conforms to all requirements set out in the RFP. However, the Bid Process Authority may also consider a Bid as responsive if it contains errors or oversights or procedural infirmities not impacting the Bidder meeting the Eligibility Criteria and Qualification Requirements of the RFP.
- 6.2.8. Upon completion of evaluation of the Technical Proposals, Bidders meeting the Eligibility Criteria and Qualification Requirements set out at Clause 3.1 and Clause 3.2, whose Technical Proposals are found to be responsive shall be declared as Qualified Bidders. Bid Process Authority will notify the Qualified Bidders of the date and time on which their Financial Proposals shall be opened. The Financial Proposal of Bidders who are not declared as Qualified Bidders shall not be opened.
- 6.2.9. If there is only one (1) Qualified Bidder, Bid Process Authority may, at its sole discretion, decide to open such Bidder's Financial Proposal or cancel Bid Process and decide to start a new bidding process without incurring any liability to Bidders.

6.3. Evaluation of Financial Proposals

- 6.3.1. In the presence of representatives of the Qualified Bidders who choose to be present at the opening of the Financial Proposals, Bid Process Authority shall open the Financial Proposal of each Qualified Bidder and announce the quote by such Bidder.
- 6.3.2. Following the opening of the Financial Proposals, Bid Process Authority shall evaluate the Financial Proposals for responsiveness. Non-responsiveness shall include, but not limited to, Financial Proposals with any conditions, remarks, no quote etc. or not conforming to the requirements set out in the RFP.

- 6.3.3. Financial Proposal of Qualified Bidders that are found to be non-responsive shall not be considered for further evaluation and selection.
- 6.3.4. Bid Process Authority shall, for Qualified Bidders who have submitted a responsive Financial Proposal, tabulate the financial quotes from lowest to highest.

6.4. Selection of Successful Bidder(s)

- 6.4.1. Qualified Bidders shall be given option to match the lowest quote as per the following table:

Number of Qualified Bidders	Maximum number of Bidders allowed to match the lowest quote (including Bidder with lowest quote)
Up to 5	Up to 5
6 to 10	First 5 Qualified Bidders in the order of financial quote (from lowest to highest)
Above 10	First 50% of the Qualified Bidders (rounded up to next integer) in the order of financial quote (from lowest to highest)

- 6.4.2. Bidders who agree unconditionally to match the lowest quote shall be the Successful Bidders and shall be considered for empanelment at the lowest quote. Bidder(s) who do not agree to match the lowest quote along with remaining Qualified Bidders will also be considered as Successful Bidder(s) and will be empanelled at their initial quoted rates.

6.5. Clarification on Bids

- 6.5.1. To facilitate evaluation of Bids, Bid Process Authority may, in its sole discretion, seek clarifications and any additional information from any Bidder regarding its Bid (including if Bid is not signed, marked and sealed in accordance with Clauses 5.7 and 5.8). Such clarification(s) shall be provided within the time specified by Bid Process Authority for this purpose. Any request for clarification(s) and all responses to such clarification(s) shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by Bid Process Authority shall not be considered.
- 6.5.2. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 6.5.3. If a Bidder does not provide clarifications and any additional information sought under Clause 6.5.1 within the prescribed time, its Bid may be liable for rejection. If Bid is not rejected, Bid Process Authority may proceed to evaluate Bid by construing the particulars requiring clarification to the best of its understanding, and Bidder shall be restricted from subsequently questioning such interpretation of Bid Process Authority.

7. Annexure

7.1. Formats for Technical Proposal

7.1.1. Format for Covering Letter

[**Note to Bidders:** The covering letter shall be on the Letterhead of the Bidder]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bid 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 in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We, the undersigned, having read, examined and understood in detail RFP for the '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' hereby submit our Bid comprising of our Technical Proposal and Financial Proposal. We confirm that neither we nor any of our Parent Company/ Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the said RFP attached thereto, issued by Bid Process Authority, as amended. In token of our acceptance to Tripartite Agreement, the same have been initialled by us and enclosed hereto. In the event of our selection as Successful Bidder, we shall ensure the execution of such Tripartite Agreement as per the provisions of RFP and provisions of such Tripartite Agreement shall be binding on us.

2. Bid Security

We offer to submit a Bid Security to Bid Process Authority as per Format 7.2.2 in accordance with Clause 4.8 of RFP.

3. We have submitted our Technical Proposal, without any deviation, condition, disclaimer, limitation and without mentioning any assumptions or notes in the said formats of the Technical Proposal.

4. We have submitted our Financial Proposal strictly as per the provision of Clause 5.5 of RFP, without any deviation, condition, disclaimer, limitation and without mentioning any assumptions or notes for the Financial Proposal in the said format. Our Financial Proposal is binding on us for all locations of Coal Producer for all modes.

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Bid Process Authority in respect of any matter regarding or arising out of RFP shall

be binding on us. We hereby expressly waive any and all claims in respect of Bid Process.

6. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute Tripartite Agreement, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 3, Clause 4 and Clause 5 of RFP have been fully examined and considered while submitting Bid.

7. Contact person:

Details of the contact person are furnished as under:

Name:
Designation:
Company:
Address:
Phone Nos.:
Facsimile:
E-mail address:

8. We have submitted our online Technical Proposal required as per Clause 5.8.1 (a) and are also enclosing herewith the hard copy of Technical Proposal containing duly signed formats, each one duly enclosed separately, in one (1) original and one (1) copy (duly attested) as desired by you in RFP for your consideration. We have submitted our Financial Proposal in online mode only as per Clause 5.5 of RFP.
9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in RFP and subsequent communications from Bid Process Authority.
10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in RFP and is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions in our Bid.
11. We confirm that our Bid is valid for a period of one hundred and eighty (180) days from Bid Due Date. We further confirm that in the event we emerge as a Successful Bidder, our Financial Proposal shall remain valid through the entire tenure of empanelment as per Clause 2.2.3 of this RFP.
12. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 6.2 of RFP.
13. We confirm that we shall continue to maintain compliance with Qualification Requirements as required in Clause 3.2 of the RFP.
14. We confirm that we or any of our Affiliates have not been declared as insolvent or bankrupt in last ten (10) years preceding the Bid Due Date as per Clause 3.1.4 (a) of the RFP.
15. We confirm that we or our Affiliate whose financial capability is being relied upon, for meeting the Financial Qualification Requirements, has not been barred or banned or backlisted or de-listed or put on Holiday by any Government/ Quasi-Government/ Public Sector Undertaking/ Private Firm/ Financial Institutions from participating in

any project or being awarded any contract in any of the past three (3) years preceding Bid Due Date as per Clause 3.1.4 (c) of the RFP.

16. We also confirm that no member of our board of directors or our promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.
17. We confirm that neither we nor our Affiliates are a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in our own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
18. We confirm that we are not party to any litigation that affects us or could have a adverse effect on our financial condition, prospects or our business or our ability to fulfil our obligations as a TPSA. We further confirm that in the event Bid Process Authority discovers about any of our litigation aspect post submission of Bid, the Bid Process Authority shall have the right and discretion to not evaluate our Bid any further and we shall be considered ineligible for evaluation.
19. We confirm that we shall adhere to the requirements of the equipment technical specifications, as provided in Schedule 4 of Tripartite Agreement.

Dated the Day of [20XX].

Thanking you,
We remain,
Yours faithfully,

.....
(Signature and seal of the Authorised Signatory)
Name of the Authorised Signatory:
Designation:
Address:

[**Note to Bidders:** Name, Designation and Signature of Authorized Signatory in whose name Power of Attorney as per Clause 5.4.1 (b) is issued]

.....
(Company Rubber Stamp to be affixed)

7.1.2. **Format for Evidence of Authorized Signatory’s Authority (Power of Attorney)**

[**Note to Bidders:** To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country]

POWER OF ATTORNEY

Know all men by these presents, we [Insert name and address of the registered office of the Bidder] do hereby constitute, appoint and authorize Mr./ Ms. [Insert name and residential address] who is presently employed with us and holding the position of[Insert Designation of the Authorized Signatory] as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid 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’ in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof issued by Bid Process Authority, including signing and submission of Bid and all other documents related to Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Bid Process Authority may require us to submit. The aforesaid attorney is further authorized for making representations to Bid Process Authority and providing information/ responses to Bid Process Authority, representing us in all matters before Bid Process Authority, and generally dealing with Bid Process Authority in all matters in connection with our Bid till the completion of Bid Process as per the terms of RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under RFP.

Signed by the within named

..... [Insert the name of Bidder on whose behalf the PoA is executed] through the hand of Mr. [Insert name of the person giving the PoA i.e. the executant] duly authorized by the Board to issue such Power of Attorney

Dated this day of, [20XX]

Accepted by:

.....
(Signature of attorney)
Name of the attorney:
Designation:
Address:
Name, designation and address of the attorney)

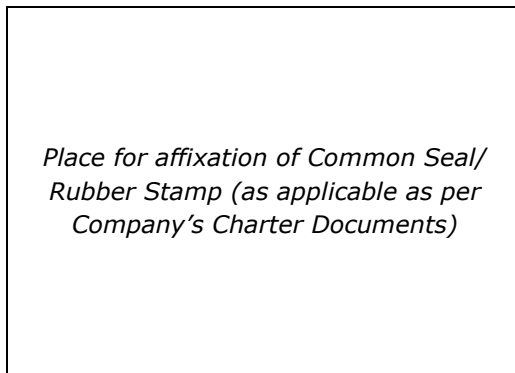
Attested by:

.....

(Signature of the executant)
Name of the Executant:
Designation:
Address:
(Name, designation and address of the executant)

Notarised by:

.....
(Signature and stamp of Notary of the place of execution)



[Common seal of [Insert name of the company in which the Executant is employed] has been affixed in my/ our presence pursuant to Board of Director's Resolution dated]

[Note to Bidders: Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: [Note to Bidders: These witnesses will be as specified in the Board resolution for affixation of the Common Seal or as provided in the Articles of Association of the Executant Company]

1.	2.
.....(Signature)(Signature)
Name:	Name:
Designation:	Designation:
.....

Note to Bidders:

1. To be executed by Bidder
2. The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant, affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.

3. The person authorized under this Power of Attorney, in the case of the Bidder shall be the person authorized by Managing Director/Whole Time Director in all resolutions duly passed by the company.
4. In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.
5. In the event, Power of Attorney has been executed outside India, the same needs to be duly apostilled in the jurisdiction where it is executed.
6. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution or Power of Attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

*In case of a Manager, Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for the purpose in question.

7.1.3. **Format for Bidder's Composition and Ownership Structure**

[To be submitted on the letterhead of Bidder]

1. Corporate Details:

Please provide the following information for Bidder:

a. Company's Name, Address, Nationality and Director's details:

Name:
Registered/Principal Address:
Website Address: www.....
Corporate Identification Number, if any:
Country of Origin:
Address for Correspondence:

b. Year of Incorporation:

c. Business Activities:

d. Name of the Authorized Signatory:

e. Telephone Number:

f. Email Address:

g. Telefax Number:

h. Local Address in India (if incorporated outside India), if any:
.....

i. Please provide the following documents:

i. In case of Company, copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments, certified by the company secretary or Authorized Signatory of the Bidder.

ii. Authority letter in favour of Bid Process Authority from the Bidder (as per format specified in 7.1.4), authorizing Bid Process Authority to seek reference from their respective bankers, lenders, financing institutions and any other person as given below in the Format for Authorization, as per Clause 3.2.6 of RFP.

2. Details of Ownership Structure:

Details of persons owning 10% or more of the total paid up equity of the Bidder.

Name of the Bidder:

Status of equity holding as on

Sl.	Name of Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Control (%)
1.				
2.				
3.				
4.				
5.				

Notes:

- Status of equity holding shall be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder

M/s.

.....
(Signature of Authorized Signatory)

Name:

Designation:

Stamp:

Date:

Place:

7.1.4. **Format for Authorization**

[To be submitted on Non – judicial stamp paper, duly attested by notary public]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

The undersigned hereby authorize(s) and request(s) all our Bankers, a list of which is attached herewith (Bidder to provide the list of Bankers), including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by the [Name of the Bid Process Authority] or their authorized representatives to verify the authenticity of the documents/ information submitted by us for meeting the Qualification Requirements in respect of our Bid 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-powersector' and/ or regarding our financial standing and general reputation.

For and on behalf of M/s..... [Insert Name of Bidder]

.....
(Signature of the authorized representative of the Company)
Name:
Designation:

.....
Company Rubber Stamp

Signature of Notary Public

.....
(Signature)
Place:
Date:

[**Note to Bidders:** Bidders to annex to this format, a list of all their bankers as required in this Authorization]

7.1.5. **Authorisation from Affiliate of Bidder whose financial capability has been used by the Bidder**

[To be submitted on the Letterhead of the Affiliate whose credentials have been used]

AUTHORISATION

From:

Name: [Insert name of Affiliate of Bidder]
Address: [Insert address of Affiliate of Bidder]
Telephone No.:
Facsimile no.:
Email address:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We refer to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof ("RFP") issued by you 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'.

We confirm that M/s. [Insert name of Bidder] has been authorized by us to use our financial capability for meeting the Financial Qualification Requirements for the Bid.

For and on behalf of M/s..... [Insert Name of Affiliate]

.....
(Signature and stamp of Managing Director/ Whole Time Director/ Manager# of Affiliate)

Name:
Date:
Place:



For and behalf of Affiliate
M/s.
.....

*Place for affixation of Common Seal/
Rubber Stamp (as applicable as per
Company's Charter Documents)*

(Signature of authorized representative*
authorized to give such confirmation)

Name:
Designation:
Place:
Date:

[Common Seal of
[Insert name of the Affiliate of Bidder]
has been fixed my/ our presence pursuant
to the Board of Director's resolution dated
.....]
[**Note to Bidders:** Affiliate to attach copy
of the relevant Resolution, duly certified
by the Company Secretary]

Witnessed by: [**Note to Bidders:** To be as per the authorization given by the Board in
the resolution passed for affixation of the Common Seal or as per the provisions of the
Articles of Association of the Affiliate]

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

In case of a Manager, the company shall confirm through a copy of Board Resolution
attested by Company Secretary that the concerned person is appointed as Manager as
defined under the Companies Act, 1956/ Companies Act, 2013 (as the case may be) for
the purpose in question

*Bidder to submit the authorization letter from the Affiliate in the form of PoA/ copy of
board resolution authorizing the signatory.

7.1.6. **Format for meeting Qualification Requirements – Technical**

[To be submitted on the Letterhead of the Bidder]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby certify that we, [Insert name of the Bidder] are operating as a coal sampling agency in [Insert the countries of operation] since [Insert year since when operating] and have experience of having successfully executed (completed) works of similar nature (Collection, Preparation, Analysis of Coal sample & Documentation) for minimum aggregate value of **Indian Rupees Crores (INR)** (excluding taxes and levies) either in independent form (single work order) or in consolidated form (multiple work orders) during last seven (7) Financial Years ending 31.03.2022 in India and/or abroad.

The details of work undertaken independently (single work order) or in consolidated form (multiple work orders) during the last seven (7) Financial Years ending 31.3.2022 are provided in the table below.

Details of work undertaken:

Sl.	Work Order No. & Date	Name & address of Employer/ Work Order Issuing authority	Start Date and End Date of Work	Work Order Value (INR Cr)	Value of work completed in the Financial year considered (INR Cr)	Percentage (%) share (in case of Partnership firm)	Executed (completed) value of the work in the FY by the Bidder as per share (INR Cr)
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)
1.							
2.							
3.							
4.							
5.							
							Total (INR Cr)

Documentary evidence: Submitted in the form of copies of work orders/contracts/satisfactory completion certificates clearly specifying the amount of work (in Rs. Cr) and duly signed and stamped by Authorized Signatory.

NABL Accredited Coal Testing Laboratories/ Coal testing laboratories accredited against ISO/IEC 17025: List of all self-owned NABL accredited coal testing laboratories or coal testing laboratories accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) in India is furnished and duly signed and stamped by Authorized Signatory. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day. Bidder shall submit documentary evidence confirming the minimum sampling capacity requirements.

Manpower and Equipment Details – Details regarding competent manpower with the required skillsets and their relevant qualifications and experience, equipment (including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment), tools, tackles, consumables, transport arrangements etc. are listed separately and duly signed and stamped by Authorized Signatory.

The documentary evidences submitted for meeting the Technical Qualification Requirements are true and valid as on a date that is not more than fifteen (15) days prior to Bid Due Date.

[Note to Bidders: Bidder must submit necessary documentary evidence for each work experience]

.....
(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Company Rubber Stamp:

7.1.7. **Format for meeting Qualification Requirements – Financial**

(A) TURNOVER

[Bidder to submit this format on its letterhead or its Affiliate, as applicable]

To,

[Designation]
 [Name of Bid Process Authority]
 [Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We certify that the we, [Insert name of Bidder/Affiliate whose credentials are used to meet the Financial Qualification Requirements] had an Average Annual Turnover of INR Crore or equivalent US\$*, computed as per instructions in this RFP over the three (3) financial years preceding the Bid Due Date – viz. FY 2019-20, FY 2020-21 and FY 2021-22, based on unconsolidated audited annual accounts (refer Note-2 below).

Sl.	Name of Financially Evaluated Entity	Relationship with Bidding Company**	Annual Turnover (INR Crore)			Avg. Annual Turnover (INR Crore)
			FY 2019-20	FY 2020-21	FY 2021-22	
1.						

* Equivalent USD shall be calculated as per provisions of Clause 3.2.3

**The column for "Relationship with Bidder" is to be filled when financial capability of Affiliate is used for meeting Qualification Requirements.

Yours faithfully

.....
 (Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder/Affiliate, as applicable)

Name:
 Date:
 Place:

.....
 (Signature and Stamp of Statutory Auditor of Bidder/Affiliate, as applicable)

Name:

Date:

Place:

[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidder/Affiliate, as applicable. may provide a separate computation of Avg. Annual Turnover as per Clause 3.2 of the RFP on its letterhead duly signed and stamped.]

*Place for affixation of Common Seal/
Rubber Stamp (as applicable as per
Company's Charter Documents)*

For and behalf of Bidder/Affiliate

M/s.

.....
(Signature of authorized representative of the Bidder/Affiliate) (Please see Notes below)

Name:

Designation:

Place:

Date:

[Common Seal of
[Insert name of the Bidder/Affiliate] has been fixed my/ our presence pursuant to the Board of Director's resolution dated]
[Note to Bidders: Bidder/Affiliate to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: **[Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder/Affiliate]

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Note to Bidders:

1. Along with the above format, in a separate sheet, please provide details of computation of Avg. Annual Turnover duly certified by Statutory Auditor.

2. Audited unconsolidated annual accounts of Bidder/Affiliate shall be used.
3. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act 1956/2013, as the case may be, for the purpose in question.
4. Bidder/Affiliate to submit the authorization letter in the form of PoA/copy of board resolution authorizing the signatory.

(B) WORKING CAPITAL

[Bidder to submit this format on its letterhead or its Affiliate or its Statutory Auditor/practising chartered accountant having membership from ICAI and/or Banker, as applicable]

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We certify that the [Insert name of Bidder/Affiliate whose credentials are used to meet the Financial Qualification Requirements] have a Working Capital of INR Crore or equivalent US\$*, issued as on the date one (1) month prior to the Bid Due Date.

* Equivalent USD shall be calculated as per provisions of Clause 3.2.3

Yours faithfully

.....
(Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder/Affiliate, as applicable)
Name:
Date:
Place:

.....
(Signature and Stamp of Statutory Auditor/practising chartered accountant having membership from ICAI of Bidder/Affiliate, as applicable)
Name:
Date:
Place:

[Note to Bidders: Instead of signing on this format, Statutory Auditor of Bidder/Affiliate may provide a separate certification of Working Capital as per Clause 3.2 of the RFP on its letterhead duly signed and stamped.]

In case, access to lines of credit constitutes the availability of working capital, Banker's certificate (from Scheduled commercial banks as per list in Annexure 7.2.3) shall also be

submitted regarding availability of access to credit (issued within one (1) month prior to the Bid Due Date) to meet the above eligibility criteria.

*Place for affixation of Common Seal/
Rubber Stamp (as applicable as per
Company's Charter Documents)*

For and behalf of Bidder/Affiliate

M/s.

.....
(Signature of authorized representative of
the Bidder/Affiliate) (Please see Notes
below)

Name:

Designation:

Place:

Date:

[Common Seal of
[Insert name of the Bidder/Affiliate] has
been fixed my/ our presence pursuant to
the Board of Director's resolution dated
.....]

[Note to Bidders: Bidder/Affiliate to
attach copy of the relevant Resolution,
duly certified by the Company Secretary]

Witnessed by: **[Note to Bidders:** To be as per the authorization given by the Board in
the resolution passed for affixation of the Common Seal or as per the provisions of the
Articles of Association of the Bidder/Affiliate]

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

7.1.8. **Bidder's Undertakings**

A. Bidder's Undertaking for submission of Bid

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf, that if selected as Successful Bidder:

1. We as the Third Party Sampling Agency shall comply with all the relevant electricity laws, rules, codes, regulations, standard and prudent utility practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreement that may be required to be executed as per law in this regard.
2. We give our unconditional acceptance to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof issued by Bid Process Authority and Tripartite Agreement, as amended, and undertake to ensure that we, the Third Party Sampling Agency, shall execute all Tripartite Agreement, as applicable, as per the provisions of this RFP.
3. We have submitted this Bid on the terms and conditions contained in RFP and Tripartite Agreement. Further, the Financial Proposal submitted by us is strictly as per Clause 5.5 of RFP, without mentioning any deviations, conditions, assumptions or notes in the said format.
4. Our Bid is valid up to the period required under Clause 4.7 of RFP.
5. We confirm that in the event we emerge as a Successful Bidder, our Financial Proposal shall remain valid through the entire tenure of empanelment as per Clause 2.2.3 of this RFP.
6. Our Bid has been duly signed by Authorized Signatory and stamped in the manner and to the extent indicated in this RFP and the Power of Attorney or Board resolution in requisite format as per RFP has been enclosed in original with this Undertaking.
7. We confirm that if we are selected as Successful Bidder, we shall adhere to the provisions of the Tripartite Agreement.
8. We confirm that our Financial Proposal conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

- a. Financial Proposal has been submitted in online mode only as per Clause 5.5 and 5.8 of RFP;
 - b. Financial Proposal is unconditional;
 - c. Only one (1) Financial Proposal has been submitted.
9. We further agree and confirm to the selection process as per Clause 6.4 of RFP and agree to adhere to the conditions therein.
10. We have neither made any statement nor provided any information in Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmations, declaration and representations made in our Bid are true and accurate. In case this is found to be incorrect after our signing of Tripartite Agreement, pursuant to our selection as Successful Bidder, we agree that the same shall be treated as per Clause 7 of the Tripartite Agreement.
11. We confirm that there are no litigations or other disputes against us, which materially affect our ability to fulfil our obligations with regard to the Third Party Sampling Agency as per the terms of Tripartite Agreement.
12. Original power of attorney or Board resolution as per Clause 5.4.1 (b) is enclosed.
13. We confirm that we are in full adherence to Clause 3.1.2 (Conflict of Interest) of this RFP and any misrepresentation on our part pertaining to Clause 3.1.2 shall cause our Bid to be invalid and rejected by the Bid Process Authority or our empanelment and/or contract to be cancelled at any time by the relevant authority.
14. We confirm that on selection as Successful Bidder, we shall pay the empanelment fee within the time stipulated by Bid Process Authority. In case of non-payment of empanelment fee, we confirm and agree that our empanelment may be rejected and we shall not be eligible to sign the Tripartite Agreement.
15. We further agree and confirm that in the event of our selection as Successful Bidder and empanelment, we shall, at the time of signing of Tripartite Agreement, submit the integrity pact duly signed and stamped and as per the format provided in Schedule 2 of Tripartite Agreement.

.....
[Signature and stamp of Managing Director or Whole Time Director or Manager of Bidder]
[Refer notes below].

*Place for affixation of Common Sea/
Rubber Stamp (as applicable as per
Company's Charter Documents)*

[Common Seal of [Insert name of the Bidder] has been fixed in my or our presence pursuant to the Board of Director's resolution dated]
[**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: [**Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder]

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Note to Bidders:

1. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question.

B. Bidder's Undertaking for Conflict of Interest

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir/ Madam,

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf and on behalf of our Affiliates the following with respect to submission of our Bid in accordance with Clause 3.1.2 of this RFP.

1. We are not an Affiliate of any of the other Bidders.
2. We have not received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders.
3. We do not have any direct or indirect shareholding in any other Bidder.
4. We do not have a relationship with any of the other Bidders, directly or through common third parties, that puts us in a position to have access to information about the bid or that may influence Bid, of one or more of such Bidders, or influence the decisions of Bid Process Authority regarding Bid Process.
5. We have not submitted more than one (1) Bid either individually or through an Affiliate. We agree that this shall result in the disqualification of all such Bids submitted by us and our Affiliates.
6. We have not participated directly or through an Affiliate as a consultant or advisor in the preparation of this RFP.
7. We or our Affiliates are not a consumer of coal or in the business of production/ trading of coal and operation and management of coal based thermal power plant either in our own name or as a partner in a Partnership Firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.
8. Our member of board of directors and/ or our promoters/ partners do not have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.

We undertake and confirm and agree that in the event we are found to be in conflict from the above, we shall be disqualified by the Bid Process Authority.

.....
[Signature and stamp of Managing Director or Whole Time Director or Manager of Bidder]
[Refer notes below].

*Place for affixation of Common Seal/
Rubber Stamp (as applicable as per
Company's Charter Documents)*

[Common Seal of [Insert name of the Bidder] has been fixed in my or our presence pursuant to the Board of Director's resolution dated] [**Note to Bidders:** Bidder to attach copy of the relevant Resolution, duly certified by the Company Secretary]

Witnessed by: [**Note to Bidders:** To be as per the authorization given by the Board in the resolution passed for affixation of the Common Seal or as per the provisions of the Articles of Association of the Bidder]

1.
(Signature)
Name:
Designation:

2.
(Signature)
Name:
Designation:

Note to Bidders: In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question

7.1.9. **Format for Disclosure**

[On the Letterhead of the Bidder]

DISCLOSURE

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Sub: Bidders' Disclosure for its Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We hereby declare that the companies with which we have direct or indirect relationship are also separately participating in this Bid Process as per following details:

Sl.	Name of the Company	Relationship
1.		
2.		

Further, we confirm that we or any of our Affiliates don't have any Conflict of Interest with any other Bidder participating in this Bid Process as per Clause 3.1.2 of the RFP.

.....
Signature of Managing Director/ Whole Time Director/ Manager

Note to Bidders:

1. In case of a Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/2013, as the case may be, for the purpose in question.
2. In case there is no such company please fill in the column "Name of the Company" as Nil and under column of Relationship as "Not Applicable".

7.1.10. Format for certificate of relationship of Affiliate with the Bidder

[To be submitted by the Bidder, only if financial credentials of its Affiliate have been used by Bidder]

To,

[Designation]
 [Name of Bid Process Authority]
 [Address of Bid Process Authority]

Sub: Bid 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' in response to RFP dated[Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

Dear Sir/ Madam,

We hereby certify that M/s., is the Affiliate of the Bidder as per the definition of Affiliates provided in this RFP and based on details of equity holding as on sixty (60) days prior to date of issuance of RFP.

The details of equity holding of the Bidder in the Affiliate or vice versa as on sixty (60) days prior to date of issuance of RFP are given as below:

Name of Bidder	Name of the Affiliate of the Bidder*	Name of the Parent Company of the Bidder	Name of the company having common control in the Affiliate and the Bidder

*Bidder to hold more than twenty six percent (26%) in such Affiliate as on sixty (60) days prior to date of issuance of RFP .

Documents submitted in support of establishing the relationship with the Parent/ Affiliate with the Bidder in terms of the provisions of Clause 3.2.5 of this RFP are as follows:

1.
2.
3.

.....
 (Signature of the Statutory Auditor of Bidder or of any practicing Company Secretary)
 Name:
 Place:
 Date:

7.1.11. **Format for Undertaking for eligibility confirmation as per Office Memorandum F.No. 6/18/2019-PPD dated 3rd July 2020 issued by Department of Expenditure, Ministry of Finance**

[To be submitted on the letterhead of the Bidder]

Date:

To,

[Designation]
[Name of Bid Process Authority]
[Address of Bid Process Authority]

Dear Sir,

Sub: Bid 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' in response to RFP dated [Insert date of issuance of RFP by Bid Process Authority] including amendments thereof.

We hereby undertake, on our own behalf, that:

1. We have read the clause regarding restrictions on a bidder of a country, which shares a land border with India. We certify that [Insert name of Bidder] is not from such a country or, if from such a country, has been registered with the competent authority. We hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
2. *{Insert if applicable}* We further certify that our Affiliate is eligible to be considered as per Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

.....
[Signature and stamp of Managing Director/ Whole Time Director/ Manager of Bidder]
[Refer notes below].

Note to Bidders:

1. In case of Manager, the Company shall confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956/ 2013, as the case maybe, for the purpose in question.
2. Competent authority shall be as defined in Office Memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance.

7.2. Other Formats and Annexure

7.2.1. Format for seeking clarifications on RFP by Bidders

Sl.	Clause no.	Existing Provision	Clarification required

.....

(Signature of Authorized Signatory of Bidder)

Name:

For:

Bidder's Rubber Stamp and Full Address.

[**Note to Bidders:** This format shall be used for submission of requests for seeking clarifications on the RFP per the provisions of Clause 4.3]

7.2.2. **Format for Bid Security:**

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.]

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BID SECURITY

Ref. No. [_____]

Dated:

1. In consideration of you, Power Finance Corporation Limited, having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (referred to as "PFC", which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having issued the RFP dated [....] 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" (referred to as the **Project**) and [Insert name of Bidder] with its registered office at [Insert address] (referred to as the **Bidder**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns) submitting its Bid for the Project in response to the RFP, we [Insert Name of the Scheduled Bank] having our registered office at [_____] and one of its branches at [_____] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 4.8 of the RFP, agrees irrevocably, unconditionally and unequivocally undertake to pay forthwith to PFC or its authorized representative forthwith, an amount of Indian Rupees One Lakh only (INR 1,00,000.00) (referred to as the **Guarantee**) on behalf of [Insert name of Bidder] as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by PFC stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank. The Bank shall not require PFC to justify the invocation of this Guarantee, nor shall the Bank have any recourse against PFC in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of PFC is disputed by the Bidder or not, merely on the first demand from PFC stating that the amount claimed is due to PFC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3.1.3 of the RFP;
 - (b) if, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
 - (d) if a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the letter of empanelment; or

- (ii) execute the Tripartite Agreement; or
- (iii) furnish the empanelment fee, in accordance with Clause 4.9.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of thirty (30) days from the Bid validity period exclusive of a claim period of thirty (30) days or for such extended period as may be mutually agreed between PFC and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that PFC will be the sole judge to decide as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Bid Documents including, those events listed at Clause 3 above. The decision of PFC that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between PFC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
7. In order to give full effect to this Guarantee, PFC will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The Bank's liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [Insert name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for PFC to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which PFC may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PFC in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Indian Rupees One Lakh only (INR 1,00,000.00). The Guarantee will remain in force until (Indicate date falling thirty (30) days after the Bid validity period). The Bank will be liable to pay the amount or any part of the Guarantee only if serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before (Indicate date falling thirty (30) days beyond the validity of Bid Security).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank
18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for proposal dated issued by PFC.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the authorised signatory of the Bank)

(Official Seal)

7.2.3. **List of Banks:****Scheduled Commercial Banks**

Category	Bank Name
Scheduled Public Sector Banks	<ol style="list-style-type: none"> 1. Bank of Baroda 2. Bank of India 3. Bank of Maharashtra 4. Canara Bank 5. Central Bank of India 6. Indian Bank 7. Indian Overseas Bank 8. Punjab & Sind Bank 9. Punjab National Bank 10. State Bank of India 11. UCO Bank 12. Union Bank of India
Scheduled Private Sector Banks	<ol style="list-style-type: none"> 1. Axis Bank Ltd. 2. Bandhan Bank Ltd. 3. CSB Bank Ltd. 4. City Union Bank Ltd. 5. DCB Bank Ltd. 6. Dhanlaxmi Bank Ltd. 7. Federal Bank Ltd. 8. HDFC Bank Ltd 9. ICICI Bank Ltd. 10. IndusInd Bank Ltd 11. IDFC First Bank Ltd. 12. Jammu & Kashmir Bank Ltd. 13. Karnataka Bank Ltd. 14. Karur Vysya Bank Ltd. 15. Kotak Mahindra Bank Ltd 16. Lakshmi Vilas Bank Ltd. 17. Nainital Bank Ltd. 18. RBL Bank Ltd. 19. South Indian Bank Ltd. 20. Tamilnad Mercantile Bank Ltd. 21. YES Bank Ltd. 22. IDBI Bank Ltd.
Scheduled Foreign Banks	<ol style="list-style-type: none"> 1. Australia and New Zealand Banking Group Ltd. 2. Westpac Banking Corporation 3. Bank of Bahrain & Kuwait BSC 4. Bank of Nova Scotia 5. BNP Paribas 6. Credit Agricole Corporate & Investment Bank 7. Societe Generale 8. Deutsche Bank 9. HSBC Ltd 10. PT Bank Maybank Indonesia TBK 11. Mizuho Bank Ltd. 12. Sumitomo Mitsui Banking Corporation 13. The Bank of Tokyo- Mitsubishi UFJ, Ltd. 14. Cooperatieve Rabobank U.A. 15. Doha Bank 16. Qatar National Bank

Category	Bank Name
	17. JSC VTB Bank 18. Sberbank 19. United Overseas Bank Ltd 20. FirstRand Bank Ltd 21. Shinhan Bank 22. Woori Bank 23. KEB Hana Bank 24. Industrial Bank of Korea 25. Kookmin Bank 26. Bank of Ceylon 27. Credit Suisse A.G 28. CTBC Bank Co., Ltd. 29. Krung Thai Bank Public Co. Ltd. 30. Abu Dhabi Commercial Bank Ltd. 31. Mashreq Bank PSC 32. First Abu Dhabi Bank PJSC 33. Emirates Bank NBD 34. Barclays Bank Plc. 35. Standard Chartered Bank 36. NatWest Markets Plc 37. American Express Banking Corporation 38. Bank of America 39. Citibank N.A. 40. J.P. Morgan Chase Bank N.A. 41. SBM Bank (India) Limited 42. DBS Bank India Limited

7.2.4. **Tripartite Agreement**

- Enclosed

7.2.5. Area wise details of coal despatch to power sector for each subsidiary

1. ECL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
ECL	PANDAVESWAR	2.34	1.42	1.32	0.49
ECL	BANKOLA	1.06	1.03	1.31	0.73
ECL	JHANJRA	3.11	2.79	2.93	0.89
ECL	KAJORA	1.33	0.67	0.60	0.30
ECL	KENDA	1.22	1.13	0.80	0.25
ECL	KUNUSTORIA	1.61	0.87	0.64	0.22
ECL	SONEPUR	9.95	7.21	7.70	3.91
ECL	SATGRAM	0.62	0.57	0.56	0.24
ECL	SRIPUR	0.52	0.17	0.16	0.08
ECL	SODEPUR	0.33	0.22	0.29	0.11
ECL	SALANPUR	3.54	4.04	3.02	1.26
ECL	MUGMA	1.62	1.65	1.55	0.73
ECL	RAJMAHAL	16.59	13.78	8.20	2.44
ECL	SP MINES	1.48	0.64	0.88	0.18
Total		45.33	36.17	29.97	11.83

2. BCCL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
BCCL	BARORA	3.80	2.29	1.75	0.84
BCCL	BLOCK-II	1.50	2.02	3.33	1.61
BCCL	GOVINDPUR	1.64	1.14	0.76	0.34
BCCL	KATRAS	3.87	2.74	3.38	1.61
BCCL	SIJUA	2.23	2.11	3.49	1.13
BCCL	KUSUNDA	3.54	2.61	3.89	1.89
BCCL	POOTKI BALIHARI	0.00	0.00	0.00	0.00
BCCL	BASTACOLLA	3.97	2.80	4.88	2.13
BCCL	LODNA	2.13	1.23	3.37	1.81
BCCL	E. JHARIA	0.15	0.00	0.00	0.00
BCCL	C.VICTORIA	0.81	0.18	0.57	0.01
BCCL	W. JHARIA	0.00	0.00	0.00	0.00
BCCL	WASHERY	0.07	0.16	1.26	0.43
Total		23.70	17.28	26.69	11.83

3. CCL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
CCL	BARKA-SAYAL	4.81	3.44	3.64	2.28
CCL	ARGADA	0.26	0.27	0.72	0.34
CCL	N. KARANPURA	5.40	2.99	3.57	1.13
CCL	RAJHARA	0.66	0.02	0.13	0.09
CCL	PIPARWAR	12.94	13.92	12.39	4.80
CCL	AMRAPALI & C'GUPTA	9.47	13.09	13.71	5.51
CCL	MAGADH & S'MITRA	3.22	6.96	9.32	6.00
CCL	RAJRAPPA	0.09	0.65	0.77	0.23
CCL	KUJU	1.04	0.86	0.99	0.55
CCL	HAZARIBAGH	1.73	0.94	2.26	1.15
CCL	KARGALI	6.21	4.62	6.58	3.18
CCL	DHORI	4.00	2.88	3.44	1.54
CCL	KATHARA	3.32	2.26	1.67	0.51

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
Total		53.13	52.90	59.17	27.31

4. NCL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
NCL	AMLORI	13.09	12.51	14.02	6.04
NCL	BINA	6.25	6.01	7.80	3.65
NCL	DUDHICHUA	17.82	18.69	21.32	8.64
NCL	JAYANT	17.00	17.17	21.53	10.65
NCL	JHINGURDAH	1.70	2.15	2.24	1.35
NCL	KAKRI	1.56	1.64	1.59	0.77
NCL	KHADIA	12.07	11.96	13.15	6.49
NCL	NIGAH	18.42	19.49	21.17	9.78
NCL	KRISHNASHILA	2.79	2.43	3.79	2.03
NCL	BLOCK-B	2.03	2.51	4.08	2.19
Total		92.73	94.55	110.69	51.59

5. WCL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
WCL	CHANDRAPUR	3.67	3.37	4.16	1.74
WCL	BALLARPUR	4.02	5.08	6.16	2.56
WCL	MAJRI	3.25	3.77	5.53	2.22
WCL	WANI	9.78	10.22	16.85	5.82
WCL	WANI NORTH	3.01	2.13	3.60	1.83
WCL	NAGPUR	5.85	5.79	7.94	2.76
WCL	UMRER	11.07	8.77	10.55	3.86
WCL	PATHAKHERA	1.22	1.08	0.89	0.37
WCL	PENCH	0.86	0.76	1.06	0.54
WCL	KANHAN	0.27	0.93	0.51	0.09
Total		43.00	41.90	57.24	21.79

6. SECL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
SECL	SOHAGPUR	3.92	3.47	2.63	1.48
SECL	JOHILLA	0.65	1.33	1.49	0.43
SECL	J & K	1.50	1.21	1.29	0.76
SECL	HASDEO	2.20	1.61	1.87	0.87
SECL	CHIRIMIRI	1.32	1.45	1.47	0.53
SECL	BISRAMPUR	0.05	0.00	0.01	0.01
SECL	BHATGAON	2.42	2.67	2.39	0.83
SECL	BAIKUNTHPUR	0.80	1.01	1.04	0.71
SECL	KORBA	4.47	3.48	4.47	2.79
SECL	GEVRA	37.96	31.44	40.01	18.06
SECL	DIPKA	21.46	24.59	33.77	12.11
SECL	KUSMUNDA	33.08	24.59	29.23	13.71
SECL	RAIGARH	4.87	7.08	9.80	3.44
SECL	DCC	0.00	0.00	0.24	0.00
Total		114.68	103.92	129.70	55.73

7. MCL

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
MCL	JAGANNATH	13.41	9.76	33.62	16.05
MCL	BHUBANESWARI	19.64	18.93		
MCL	BHARATPUR	4.03	2.87	5.42	3.29
MCL	LINGARAJ	11.76	12.03	19.02	8.90
MCL	KANIHA	6.19	8.07	10.22	4.56
MCL	HINGULA	4.08	7.27	9.75	5.71
MCL	TALCHER	0.00	0.00	0.00	0.00
MCL	IB VALLEY	4.36	4.28	6.87	4.23
MCL	LAKHANPUR	19.44	24.15	23.86	10.22
MCL	MAHALAXMI	0.00	0.00	6.01	4.68
MCL	BASUNDHARA	9.78	10.77	12.29	5.74
MCL	ORIENT	0.00	0.07	0.08	0.00
Total		92.68	98.20	127.12	63.39

Note: From FY 2021-22, Jagannath & Bhubaneswar have been merged under single area which is Jagannath Area

8. NEC

In Million te.

Sub	Area	2019-20	2020-21	2021-22	2022-23(Till Aug)
NEC	Tirap	0.42	0.06	0.00	0.00
NEC	Tikak	0.04	0.00	0.00	0.00
Total		0.46	0.06	0.00	0.00

Tripartite Agreement

Between

[Insert Name of Coal Producer]

AND

[Insert Name of Coal Consumer]

AND

[Insert Name of TPSA]

Date:

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This Tripartite Agreement (the "Agreement") is made and entered into on the [Date] day of [Month], [Year]

AMONGST

(1) [Insert Name of Coal Producer], a company registered under Companies Act, [1956/ 2013] in India (In case the Coal Producer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) and having its registered office at [.] (hereinafter called the "**Coal Producer**" which expression shall wherever the context so admits include its successors and permitted assigns of the first part)

AND

(2) [Insert Name of Coal Consumer], a company registered under Companies Act, [1956/ 2013] (In case the Coal Consumer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) in India and having its registered office at [.] (hereinafter called the "**Coal Consumer**" which expression shall whatever the context so admits include its successors and permitted assigns of the second part).

AND

(3) [Insert Name of Third Party Sampling Agency], a company registered under Companies Act, [1956/ 2013] (In case the TPSA is a Partnership Firm suitable amendment may be made here) in India and having its registered office at [.] (hereinafter called the "**TPSA**", which expression shall whatever the context so admits include its successors and permitted assigns of the third part).

The Coal Producer, Coal Consumer and the TPSA are individually referred to as "Party" and collectively as "Parties".

WHEREAS:

(A) Ministry of Power (MoP) vide letter dated 30.03.2021 has communicated its decision to engage services of other agencies besides Central Institute of Mining and Fuel Research (CIMFR) for Third party Sampling (TPS) of coal for power sector.

(B) As per decision, the TPS Agencies for Power Sector shall be empanelled by Power Finance Corporation Limited (PFC) and the Coal Consumers shall be free to take services of any of the empanelled agencies subject to selection of one (1) TPSA per coal subsidiary per project/ power generation plant (including captive/ group captive/ independent projects etc.) for all modes. The Terms of Reference for empanelment of the agency has been decided with the following broad guidelines:

- Multiple Agencies should be available.
- Sampling only at loading end with appellate/referee provision.
- Choice of taking services from empanelled agencies shall be of the buyer of coal and
- Review mechanism (6 monthly basis) to review the working of the system.

(C) PFC had earlier carried out an empanelment process. However, MoP, had advised PFC to conduct second round of empanelment to empanel more third party sampling agencies. Further, MoP had advised to carry out the empanelment process for both power and non-power sector.

(D) Accordingly, PFC, acting on behalf of MoP empanelled third party sampling agencies, in the second round, for collection, preparation and analysis of coal samples at loading end for power and non-power sector through a competitive bidding process pursuant to RFP.

- (E) [Insert Name of Third Party Sampling Agency] has paid the empanelment fees to PFC and was notified as an empanelled third party sampling agency by PFC. TPSA has been chosen by Coal Consumer for carrying out the Activity as per the provisions of this Agreement.
- (F) The TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedure, legislation and guidelines (relevant BIS/ISO and FSA) in this regard.

Now, therefore, after understanding the job description in detail and consequent to expression of willingness to take up the coal sampling activity, TPSA assures the other Parties about its ability, willingness, expertise and infrastructure to undertake said job of sampling and analysis of coal at the loading end as per the scope of work in this Agreement on being appointed.

And whereas, the Parties have agreed to enter into this Agreement on the following terms and conditions.

1. DEFINITIONS AND INTERPRETATIONS:

1.1. **Definitions:** In this Agreement (including the recitals), unless the context otherwise requires, the following terms shall have the meanings given to them below:

- (a) **"Activity"** shall mean collection, preparation, storage, transportation and analysis of coal samples at the loading end with appellate/referee provision in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedures, regulations and guidelines (relevant BIS/ ISO and FSA) in this regard;
- (b) **"Agreement"** shall mean this Tripartite Agreement entered into between Coal Producer, Coal Consumer and TPSA;
- (c) **"Clause"** shall mean a clause of this Tripartite Agreement;
- (d) **"Coal Consumer"** shall mean [Insert name of coal consumer];
- (e) **"Coal Producer"** shall mean [Insert name of coal producer];
- (f) **"Companies Act"** shall mean the (Indian) Companies Act, 2013, as amended from time to time, and any previous Companies Act in India as the context may require;
- (g) **"Conflict of Interest"** shall have the same meaning as ascribed here to in Clause 4.2 of this Agreement;
- (h) **"NABL"** shall mean National Accreditation Board for Testing and Calibration of Laboratories;
- (i) **"NABL Accredited Laboratory"** shall mean any of the laboratories listed in Schedule 1 of this Agreement including future modifications;
- (j) **"Party(ies)"** shall mean Coal Producer, Coal Consumer or TPSA as the case maybe;
- (k) **"Performance Security"** shall have the meaning ascribed to it in Clause 3.1 (d) of this Agreement;
- (l) **"RFP"** shall mean the Request for Proposal dated [.] issued by the Power Finance

Corporation Limited 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";

- (m) **"Rupee"** or **"INR"** means Indian Rupee, the lawful currency of India;
- (n) **"TPSA"** shall mean [Insert name of empanelled Third Party Sampling Agency].

1.2. **Interpretations**

- (a) References in this Agreement to any statutory provision shall include a reference to that statute or provision as amended, extended or re-enacted and to any statutory replacement thereof from time to time and shall also include reference to all statutory instruments and orders made pursuant to any such statutory provision.
- (b) Reference in this Agreement to the singular shall include a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and reference to a person shall include reference to any company as well as any legal or natural person.
- (c) The construction of this Agreement and the Schedules hereto is not to be affected by any heading.
- (d) References in this Agreement to recitals, clauses, sub-clauses and schedules are, unless otherwise specified, references to recitals, clauses and sub-clauses of and schedules of this Agreement.
- (e) References to this Agreement include a reference to each of the schedules.
- (f) Words and definitions not defined in this Agreement but defined in the RFP shall have the meanings assigned to them in the RFP.

2. SCOPE OF THE 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.
- 2.2. TPSA will undertake Activity at loading end of Coal Producer for the despatches to Coal Consumer in terms of this Agreement and that TPSA, Coal Producer and Coal Consumer shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of the Agreement.

3. FINANCIAL ARRANGEMENTS

- 3.1. In consideration of the Activity to be carried out by TPSA at loading end, Coal Producer and Coal Consumer shall pay TPSA in the following manner:
 - (a) Based on the expression of interest by Coal Consumer in writing, tentative quantity to be handled for Activity will be informed to TPSA by Coal Consumer and shall form part of this Agreement.

- (b) Rate for the Activity at loading end will be Indian Rupees [.] (INR [.]) per tonne excluding GST but including all other taxes/ levies.
- (c) The cost of the Activity as per aforesaid rate and applicable taxes will be shared equally by Coal Producer and Coal Consumer, i.e. on 50:50 basis.
- (d) TPSA shall submit Performance Security to the Coal Consumer and Coal Producer at the rate of three percent (3%) of the work value or as amended subsequently (as per Ministry of Finance Office Memorandum No. F 9/4/2020-PPD dated 12.11.2020 or its subsequent amendment thereof, if any) while executing this Agreement. The Performance Security shall be in the form of irrevocable and unconditional bank guarantee as provided in Schedule 3 of this Agreement. In case the amount of Performance Security is less than Indian Rupees Five Lakhs (INR 5,00,000.00), TPSA may submit the Performance Security through RTGS/ NEFT/ Demand Draft also. No interest shall be paid by Coal Consumer or Coal Producer on the amount for Performance Security. On successful completion of the work, the Performance Security shall be released within thirty (30) days of issuance of completion certificate by the competent authority. Provided that TPSA shall submit the Performance Security to Coal Producer and Coal Consumer on 50:50 basis. Further, the Coal Consumer/ Coal Producer can invoke the Performance Security independently.
- (e) Penalty payable by TPSA under the Tripartite Agreement shall be on 50:50 basis to Coal Consumer and Coal Producer.
- (f) Coal Producer and Coal Consumer will release fund against each monthly bill towards test results submitted by TPSA for corresponding quantity (quantity to be certified by Coal Consumer/ Coal Producer within fifteen (15) days of closing of the month) within thirty (30) days of receipt of bills along with necessary documentation. Coal Consumer and Coal Producer shall ensure timely payment to TPSA.

3.2. **Period of Tripartite Agreement**

Initially the Agreement shall be for a period of three (3) years and on successful completion of three (3) years, it may be extended on yearly basis (maximum up to two (2) years) at empanelled price with mutual consent of all Parties subject to valid empanelment.

4. **GENERAL TERMS & CONDITIONS**

- 4.1. TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis (moisture, ash, GCV on equilibrated basis, total moisture etc.) or any other format for reporting of results, as may be notified by Coal Producer/ Coal Consumer in future while ensuring smooth functioning of operational and technical issues pertaining to the Activity. Towards this, detailed documentation of coal supplied to Coal Consumer through Rail/ Road/ MGR etc. will be furnished by Coal Producer/ Coal Consumer which will be the basis of raising the bills on monthly basis by TPSA.
- 4.2. TPSA shall avoid any Conflict of Interest while discharging the contractual obligations and shall inform Coal Producer and Coal Consumer in writing, any possible instance of Conflict of Interest while rendering service in respect of subject assignment. In the event of non-disclosure of such information, the Agreement may be terminated by Coal Producer or Coal Consumer without any further notice. For the purpose of this Agreement, Conflict of Interest shall include, but is not limited to, the conditions wherein
 - (a) TPSA is a consumer of coal or in the business of production/trading of coal and operation and management of coal based thermal power plant either in his own name

or as a partner in a partnership firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.

- (b) TPSA or its member of board of directors and/ or its promoters/ partners have any position of interest or cross holding/ shareholding directly or indirectly with any interested parties including Coal Producer or Coal Consumer.
- 4.3. It will be the sole responsibility of TPSA to comply with all statutory requirements relating to workmen engaged and towards the Activity during the term of this Agreement.
- 4.4. All the terms & conditions of the RFP and subsequent corrigendum/ amendments thereof, shall be treated as part and parcel of this Agreement.
- 4.5. This Agreement shall be part of the Fuel Supply Agreement (FSA). In case of any discrepancy between the FSA and this Agreement regarding Third party sampling, the Agreement shall prevail.
- 4.6. TPSA shall have the obligation to conduct and carry out all tasks required to complete the Activity as per the terms and conditions of this Agreement.

5. PROCESS OF SAMPLING

5.1. Collection, preparation and analysis of sample

- (a) TPSA shall be wholly responsible for collection, preparation, storage, transportation and analysis of coal samples in a transparent manner in context of coal supplies through different modes for Coal Consumer, as per applicable procedures, regulations and guidelines (relevant BIS/ ISO and FSA) in this regard.
- (b) Collection of samples shall be done by TPSA. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall adhere to equipment specifications provided in Schedule TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/area of the same Coal Producer).
- (c) TPSA shall take the samples at their porta cabin or permanent structure for storage as well as for preparation. TPSA will arrange its own crusher/ pulverizer. Local transportation of samples to the storage room of TPSA shall be arranged by TPSA. Coal Producer and Coal Consumer representatives shall be allowed to accompany TPSA representatives during transportation of samples. Further, boarding/ lodging of the persons hired for this purpose shall be arranged by TPSA.
- (d) Sample collection, preparation and storage shall be under CCTV camera with live streaming facility. The arrangement of CCTV and back up storage facility for a period of thirty (30) days shall be provided by Coal Producer at sampling point and by TPSA at preparation and storage point.
- (e) The authorized representatives of Coal Consumer and Coal Producer shall jointly witness the process of sample collection and preparation of the laboratory samples. The authorized representatives will put their signature on the sample tags as evidence of the process of sampling. However, their absence from participation/

witnessing for any reasons thereof shall not be considered as ground for disputing the results. The authorized representatives of all three Parties (Coal Producer, Coal Consumer and TPSA) will also sign on the samples register to be maintained by TPSA at the loading end.

- (f) Coal Producer shall provide adequate space and enabling conditions for collection of coal samples at the loading end i.e. proper lighting, illumination, ramps/ ladders. In case of lack of above said conditions, same shall be provided by TPSA at the cost of Coal Producer.
- (g) There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling.

The price quoted by the bidder shall be inclusive of the cost of providing the mechanical Augur and the associated operating costs.

Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.

The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process.

- (h) The sample for testing by TPSA/ referee samples shall be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.
- (i) After collection of samples, laboratory samples are to be prepared within two (2) days as per relevant BIS.
- (j) TPSA shall make arrangements for online tracking of samples at all stages from sample preparation to analysis at agency lab and referee lab.

It may be noted that, if there is capacity/ infrastructure constraint at a particular mine/ sampling location restricting the ability of the TPSA to fulfill its entire sampling requirements, the sampling of power sector Coal Consumers shall be given priority before taking up the sampling of non-power sector Coal Consumers.

5.2. Parting of Sample

- (a) Sample of 212 Micron size shall be prepared, as per BIS norms. The final laboratory sample shall be divided into 4 (four) parts. Part I of the sample is for analysis by TPSA at NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) . Part-2 and Part-3 of the sample are to be handed over to Coal Producer and Coal Consumer respectively for their own analysis. Part-4 of the sample, to be called referee sample, shall be sealed jointly by TPSA, representatives of Coal Producer and Coal Consumer.

- (b) Further, analysis through Automatic Bomb Calorimeter (BIS) with print out facility will be done without manual intervention and necessary records will be kept by TPSA. For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported to the NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) in tamper proof manner. TPSA will ensure software system based Double Blinding of coal samples before sending the same for analysis in a NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)).
- 5.3. TPSA shall communicate the result of sampling within fifteen (15) Working Days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ fax/ other electronic mode followed by hard copy. All analysis results submitted must contain sample wise details about source, date of collection, RR Number, Quantity, analysis details etc. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.
- 5.4. TPSA will also provide excel sheet of all the samples analyzed by them and facilitate auto updation of results and integration of TPSA coal sampling portal with portal of Coal Producer/Coal Consumer. TPSA is to develop online tracking system for all event of sampling and its analysis activities which is accessible to both Coal Producer and Coal Consumer.
- 5.5. **Double Blinding of samples:** TPSA has to ensure software system based double blinding of coal samples before sending the same for analysis in NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)).
- 5.6. TPSA shall also provide results of analysis to respective Coal Producer (HQ/ Area)/ Coal Consumer in excel format for online updation of records. TPSA shall also provide means to seamlessly transfer data to any ERP/ software of Coal Producer/ Coal Consumer.
- 5.7. **Precision/Adherence to Timeline/Non Collection of Samples/Penalty:**
- (a) **Precision:** In every sample involving referee analysis, the Bomb Calorimeter GCV value of referee sample analysis should be within the precision of (+/-) 71.7 Kcal/Kg compared to the Bomb Calorimeter GCV value of initial analysis of that sample as specified under BIS norms.
- (b) For every such sample, where the difference of Bomb Calorimeter GCV value of referee sample analysis and Bomb Calorimeter GCV value of TPSA sample analysis exceeds the above tolerance limit, no sampling charges shall be payable for that sample for TPSA sampling.
- (c) In case the above variation exceeds beyond ten percent (10%) of total number of referee samples that are challenged in a month, it shall be construed unsatisfactory performance on the part of TPSA. In the event, the variation occurs in more than four (4) months in a continuous period of one year (12 months), it shall form ground

for termination of the Agreement.

- (d) The timeline for submission of result within fifteen (15) calendar Days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table:

Sl.	Delay (in Days)	Penalty
1.	1-2	5% of the total amount for that despatch
2.	3-5	10% of the total amount for that despatch
3.	6-10	20% of the total amount for that despatch
4.	10-15	50% of the total amount for that despatch
5.	>15 days	100% of the total amount for that despatch

Non-payment of penalty amount by TPSA to Coal Producer/ Coal consumer within thirty (30) days of its imposition shall lead to termination as per Clause 7.2 (h) of this Agreement.

- (e) **Non collection of samples:** In case any consignment goes unsampled due to the failure of TPSA, double the rate of sampling charge on unsampled quantity shall be imposed as penalty on TPSA towards its failure.
- (f) **Others:** If any consignment goes unsampled due to hurdles/ problems created by any Party brought out in writing by TPSA, concerned Party will take corrective action to avoid re-occurrence.
- (g) At any point of time, if a person engaged by TPSA is reported to be involved in some illegal/ nefarious activity, TPSA would remove such person forthwith, under intimation to both Coal Producer and Coal Consumer.

5.8. Referee Sample:

- (a) Referee sample shall be collected as per Clause 5.2 (a) of this Agreement.
- (b) Referee sample shall be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming. The standard operating procedure for referee sample analysis has been provided in Schedule 5 of this Agreement.
- (c) The referee sample shall be kept at the loading end. The storage site is to be provided by Coal Producer, which will be under the custody of TPSA with proper lock and key arrangement for the referee sample and shall be kept under CCTV surveillance. TPSA shall ensure safety and security of these samples.
- (d) The referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. The unchallenged referee samples shall be destroyed after thirty (30) days with proper records maintained by TPSA. Both Coal Producer and Coal Consumer representatives shall sign in the register as witness. If any Party fails to attend/ witness the destruction of referee samples, no claim will be entertained after destroying the unchallenged samples.

5.9. Raising of Dispute

- (a) Coal Producer or Coal Consumer may raise dispute within seven (7) days of the submission of results by TPSA. The Party challenging the result will raise referee challenge through Web Portal (along with uploading of its test reports and print out of result of bomb calorimeter). In case of unavailability of web portal, the party will send email (for referee challenge), along with its test reports, in reply to TPSA results with a copy of mail to the other Party. Print out of result of bomb calorimeter shall be enclosed by the disputing/ challenging Party.
- (b) The referee process shall continue even if the information about the referee protest conveyed by the Party challenging the result is not acknowledged by the other Party.
- (c) Referee sample shall be sent to any one of the seven (7) designated government NABL accredited referee laboratories (referee labs) i.e. Central Power Research Institute - Bangalore, NML - Jamshedpur, IIT Kharagpur, MECL Nagpur, JNARDCC Nagpur, IICT Hyderabad, NEIST Jorhat, or any other NABL accredited laboratory that may be designated for this purpose in future. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.
- (d) Arrangement for full payment of charges in advance in case of challenging TPSA analysis results is to be made by the disputing/ challenging Party along with the request for referee sampling. Without deposition of advance payment, request of challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final. TPSA shall inform the list of disputed cases received from Coal Producer and/or Coal Consumer on fortnightly basis along with the estimated advance payment to be paid to the referee laboratories.
 - (i) The disputing/challenging party shall make the advance payment to the TPSA's account within ten (10) days of information of estimated advance payment as shared by TPSA failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.
 - (ii) Within five (5) days of receipt of advance payment from challenging party, TPSA will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party. In the event TPSA does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party shall have the right to deduct such payments from the monthly invoices raised by the TPSA as per Clause 3.1 (f) of this Agreement.
 - (iii) The advance payment to be made by the challenging party to the TPSA for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted as per Clause 3.1 (f) for computation of GST as per CGST rules. TPSA will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017.
- (e) TPSA shall process the request for analysis of referee sample and despatch the referee samples to referee labs with advance intimation to both Coal Producer & Coal Consumer.
- (f) TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, Coal Producer and Coal Consumer within forty five (45) days from the date of challenge by the party raising dispute, of which thirty (30) days from date of challenge shall be earmarked for submission of coal samples to

designated referee labs and fifteen (15) days from the date of receipt of the samples by the designated referee lab for communication of results. The time sub-limits being used inter-changeably within an overall ceiling of forty five (45) days. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorimeter results as received from referee labs to the Coal Producer and Coal Consumer. Further, TPSA is empowered to carry out necessary proceedings/ processes for sending sample to designated NABL referee labs and send the sample to designated referee labs, in a situation where either/ both parties are not available/ present for the proceedings, despite notices from TPSA to either/ both parties. Non-adherence of the timeline by TPSA shall attract penalty as per the following table:

Sl.	Delay (in Days)	Penalty
1.	1-2	02% of the total amount for that despatch
2.	3-5	05% of the total amount for that despatch
3.	6-10	10% of the total amount for that despatch
4.	10-15	20% of the total amount for that despatch
5.	>15 days	50% of the total amount for that despatch

Non-payment of penalty amount by TPSA to Coal Producer/ Coal consumer within thirty (30) days of its imposition shall lead to termination as per Clause 7.2 (h) of this Agreement.

- (g) The Referee results along with the bomb calorimeter print out shall be final and binding on both the Coal Producer and Coal Consumer.

5.10. **Development of web portal:** TPSA shall develop a web portal within three (3) months of signing of this Agreement for posting the sample results, referee results and integration of portal with portal of Coal Producer/Coal Consumer, along with the provision of raising of referee challenge through portal, and downloading of sample/ referee results. Till the time of development of web portal, the results shall be shared as per the provisions of Clause of 8.3.3 of the Tripartite Agreement.

5.11. The performance of the TPSA shall be monitored and reviewed as per the performance parameters provided in Clause 5.7 above by a JS level Committee of Ministry of Power and Ministry of Coal, Apex Committee and Executive Committee. Non-performance of the TPSA shall result in invocation, encashment, or appropriation of Performance Security by the Coal Consumer/ Coal Producer. Members of the Apex Committee and Executive Committee shall comprise of the following:

- (a) **Apex Committee:** The Co-chairperson of the Apex Committee will be Director, Operations, NTPC / Director, Fuel, NTPC and Director, Marketing, CIL. Other members of the Apex Committee will include:

- i. Member from CEA having rank of Director or above;
- ii. Director General, Association of Power Producers;
- iii. Secretary General, Coal Consumers' Association of India;
- iv. Member from DVC having rank of ED or above;
- v. One member each from the State generation company having maximum

installed capacity in the respective region (NR, ER & NER, WR and SR) having rank of ED/ Chief Engineer or above;

- vi. In case the number of Bidders empanelled at lowest quote is greater than or equal to five (5), then one member from each of such TPSA. In case the number of Bidders empanelled at lowest quote is less than five (5), then one member from each of such TPSA who are empanelled at lowest quote along with one member each from other TPSAs (in the order of empanelled rate) subject to the condition that number of members of the TPSAs in the Apex Committee shall be maximum of five (5);
- vii. One member from the third party sampling agency empanelled during first round of empanelment till the end date of its empanelment.

The Convenor of the Apex Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Apex Committee.

Functions:

- i. Apex Committee shall monitor and oversee the project activities.
 - ii. Apex Committee shall ensure smooth functioning of the project.
 - iii. Apex Committee shall meet on a Semi Annual basis
- (b) **Executive Committee:** The Co-chairperson of the Executive Committee will be GM (Fuel) NTPC and GM (M&S), CIL. Other members of the Executive Committee will include:
- i. One member each from subsidiaries of CIL and SCCL having rank AGM and above;
 - ii. One member each from NTPC regions having rank AGM and above;
 - iii. One member each from State generation company;
 - iv. Three members from Association of Power Producers;
 - v. Three members from Coal Consumer Association of India (CCAI) including two members of CCAI representing different NRS sector;
 - vi. In case the number of Bidders empanelled at lowest quote is greater than or equal to five (5), then one member from each of such TPSA. In case the number of Bidders empanelled at lowest quote is less than five (5), then one member from each of such TPSA who are empanelled at lowest quote along with one member each from other TPSAs (in the order of empanelled rate) subject to the condition that number of members of the TPSAs in the Executive Committee shall be maximum of five (5);
 - vii. One member from the third party sampling agency empanelled during first round of empanelment till the end date of its empanelment.

The Convenor of the Executive Committee will be decided by the Chairpersons within three (3) months of date of empanelment and will be one of the above members of the Executive Committee.

Functions:

- i. Executive Committee shall be responsible for day to day activities pertaining to the project.
- ii. Executive Committee shall also look after technical and operational issues pertaining to the project.
- iii. The concerned members of the Executive committee shall meet to sort out the above issues by notice in writing from nominated chairman of the Committee.
- iv. Executive Committee shall meet on a Quarterly basis.

6. FORCE MAJEURE

- 6.1. Neither Coal Producer, Coal Consumer nor TPSA shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the existence of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the affected Party thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months the Parties shall then mutually decide about the future course of action.

7. EFFECTIVE DATE AND TERMINATION OF THE TRIPARTITE AGREEMENT

- 7.1. This Agreement shall be deemed to have come into effect from the date of signing of the Agreement.
- 7.2. **Termination:** This Agreement may be terminated by Coal Producer/ Coal Consumer by giving a two (2) months' notice in writing to TPSA in the following cases:
- (a) If TPSA obtains the empanelment on the basis of false information/ false statement.
 - (b) If TPSA does not take up the Activity as per the terms of the Agreement.
 - (c) If performance of TPSA is not found satisfactory as per Clause 5.7 (c) of the Agreement.
 - (d) If any fraud/ embezzlement is detected subsequently and not reported by TPSA.
 - (e) Suppressing information regarding Conflict of Interest.
 - (f) If TPSA is declared insolvent by the relevant competent authority.
 - (g) If TPSA commits material breach of this Agreement.
 - (h) Non-payment/ non-realization of penalties or any dues of Coal Producer/ Coal Consumer by TPSA.

Re-engagement of same TPSA after the Termination shall be done based on mutual agreement between Coal Producer & Coal consumer. Termination by either Coal Consumer/ Coal Producer shall be subject to unsatisfactory performance on part of TPSA as per Clause

5.7(c) or as per this Clause 7.2 of Agreement.

- 7.3. This Agreement may be terminated by TPSA by giving a two (2) months' notice in writing to Coal Consumer and Coal Producer, in case there is non-payment against the monthly bills by one of the Party (either Coal Consumer or Coal Producer) within the timelines provided in Clause 3.1(f), subject to concurrence by the other Party (Coal Consumer or Coal Producer).
- 7.4. In the event of termination of the Agreement vide Clauses 7.2 and 7.3, the rights and obligations of the Parties thereto shall be settled through mutual discussion between the Parties. Provided that any pending payments with respect to monthly invoice to TPSA for all completed Activities shall be paid by the Coal Producer and Coal Consumer within thirty (30) days of date of termination of this Agreement. Provided further that in the event of termination of the Agreement vide Clause 7.2, the Performance Security shall be invoked, encashed or appropriated by the Coal Consumer/Coal Producer.
- 7.5. Change of name of TPSA with or without change of constitution/ partners is allowed provided that any such change of name/constitution/partners shall be intimated along with proof of such change to Coal Producer immediately but in no case later than thirty (30) days from the date of when such change occurred failing which this Agreement shall be cancelled. Provided further that any change in constitution/partners of the TPSA shall be allowed subject to TPSA maintaining compliance requirements as agreed to by it in its bid during empanelment process.

8. DETAILED MODALITIES FOR THIRD PARTY SAMPLING

Modalities for collection, handling, storage, preparation and analysis of coal samples and submission of the analysis results, by TPSA shall be as under:

8.1. Collection of Samples by TPSA:

Samples of coal shall be collected by TPSA from the loading end as given below:

8.1.1 Collection of samples from loaded wagons (Rail and MGR):

- (a) Rake-wise and grade-wise coal supplied from one loading end shall be considered as one lot, in case of supplies by rail.
- (b) In case of coal despatches through MGR the sample collected from each rake (source wise, grade wise and consumer wise) loaded from the respective loading end during the day shall be pooled together and shall be considered as a lot for the purpose of sampling.
- (c) Each lot shall be divided into a number of sub-lots in a manner that the quantity of coal/ number of wagons in such sub-lots is more or less equal. One (1) gross sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under:

No. of wagons in one Lot	Number of sub lots/ gross samples
Up to 30 wagons	4
>30 wagons up to 50 wagons	5
>50 wagons	6

- (d) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/ Section I) 1964 for collection of gross sample/ increments.
- (e) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- (f) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of coal from the surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm.
- (g) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel/ scoop.
- (h) Any stone/ shale of size more than that specified in Schedule (of FSA) shall be removed/ discarded from the sample;
- (i) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.
- (j) In case live overhead traction line exists in the siding, TPSA shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

8.1.2 Collection of Samples of Coal Despatches by Road:

- (a) Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective despatch point(s).
- (b) The first truck for TPSA sampling on a day shall be selected randomly from the first eight loaded trucks before weighment at the road weighbridge. Every eighth (8th) truck being loaded of the same grade in the order of loading thereafter shall be subjected to TPSA sampling.
- (c) The sampling spot at the top of the loaded truck, selected randomly, will be levelled and at least 25 cm of coal surface shall be removed/ scrapped and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.
- (d) About 30 kg of sample shall be collected from each selected truck by drawing increments of approx. 5 kg each with the help of shovel/ scoop.
- (e) All the samples collected source-wise, grade-wise from every 8th truck in accordance with Clause 8.1.2 (b) as above on daily basis shall be mixed together to form a gross sample.
- (f) Any stone/ shale of size more than that specified in Schedule (of FSA) shall be removed/ discarded from the sample.

8.1.3 Collection of Samples from Conveyor Belt/ Piped Conveyors

- (a) Samples shall be taken lot-wise, grade-wise.

- (b) The quantity that passes over the conveyor in a day (00 hrs to 24 hrs) constitutes 1 lot, which needs to be divided into a number of sub-lots for the purpose of sampling. Number of sub-lots to be divided & quantity of gross sample to be collected from sub lots shall be as below:

Wt. of the Lot (Tons)	No. of sub-lots/ gross samples	Qty to be collected (Kg)
up to 500	2	100
501 to 1000	3	150
1001 to 2000	4	200
2001 to 3000	5	250
Over 3000	6	300

Illustration

- (i) If the quantity to be passed in a day over the conveyor is 600 tons (which is 1 lot), then there will be 3 sub-lots and total sample quantity will be 150 kg
 - (ii) 1 gross sample shall be collected from 1 sub-lot, @ 50 kg per sub-lot. Thus, total 150 kg gross sample shall be collected from 3 sub-lots over the whole day (from 00 hrs to 24 hrs)
 - (iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, 10 kg will be collected every 1 hour (quantity & intervals can be mutually decided by Coal Producer & Coal Consumer depending on the running time of the conveyor and the qty that passes in a day)
- (c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
- (d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approximately 5 kg per increment
- (e) Any stone/ shale of size more than that indicated in Schedule (of FSA) shall be removed/ discarded from the sample.
- (f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.
- 8.1.4 Collection of Samples by mechanical means (mechanical Auger & AMS) The modalities for collection of sample through mechanical auger as well as AMS sampling from moving streams shall be as per laid down procedure in IS:16143(Part 2) : 2021 (Hard Coal and coke mechanical sampling – sampling from moving streams) (First Revision). Further, the modalities for sampling from stationary lots shall be as per laid down procedure in IS: 16143(Part 3): 2021(Hard Coal and coke mechanical sampling – sampling from stationary lots) (First Revision)

8.2. Preparation of laboratory samples

- 8.2.1 The gross sample shall be crushed into 12.5 mm laboratory sample. The 12.5 mm crushed laboratory sample shall be divided into two portions. One portion (one fourth of the above sample) called Part — 1 shall be used for analysis of total moisture and the other portion

(three fourth of the above sample) called Part — 2 for determination of ash, moisture and GCV on Equilibrated Basis. Determination of total moisture shall be conducted by the TPSA, in the nearest NABL Accredited Laboratory at the loading end of the Coal Producer (only under CCTV camera with live feed and recording facility to be provided by Coal Producer) by the competent chemist of TPSA.

In case of non-availability of NABL lab of the Coal Producer, sample should be tested for total moisture in any other nearest available NABL Accredited laboratory or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)).

- 8.2.2 The Part-2 sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS: 436 (Part I/ Set 1)-1964 or it's latest version shall be followed.
- 8.2.3 For samples collected by Mechanical Augur/AMS - Clause 8.2.2 may be followed as "Modalities for sample preparation by reducing the Part 2 into laboratory sample shall be as per laid down procedure in IS 16143 (Part 4) : 2021 (Reaffirmed on 2020).[superseding IS 436(Part I/Sec 2):1976 and IS 436(Part I/Sec I):1964] Hard Coal and coke mechanical sampling – Preparation of test samples."
- 8.2.4 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of 212 micron IS sieve for determination of ash, Equilibrated Moisture (at 40 degree C and 60% RH) and GCV. Due care shall be taken by TPSA to ensure that the final lab sample is essentially in 212 micron size before the same is collected from the loading end so that no further sieving or pulverizing is warranted at the laboratory before analysis. Final Lab sample shall not be handed over by TPSA in size other than that of 212 micron IS sieve.
- 8.2.5 The final pulverized sample shall be divided into four equal parts viz. Set — I, Set— II, Set —III and Set — IV of 500 gms each as detailed below:
- (a) Set - I shall be taken by TPSA to NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40 degree C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-2017), as applicable (CIL to provide if any additional standard as applicable for other sectors/ types of coal need to be included)
 - (b) Set - II of the sample shall be handed over by TPSA to Coal Producer.
 - (c) Set - III of the sample shall be handed over by TPSA to Coal Consumer.
 - (d) Set — IV of the sample called as Referee Sample shall be sealed jointly by TPSA in presence of authorized representatives of Coal Producer and Coal Consumer and shall be kept in the custody of TPSA at the loading end under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by TPSA and the authorized representative of Coal Producer and Coal Consumer for minimum of thirty (30) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by TPSA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by TPSA in a tamper-proof metal bottles with 3-D holograms, QR

codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming, to the referee lab from the loading end. Coal Producer and Coal Consumer can exercise the liberty to accompany TPSA to the referee lab at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph 8.2.77 below. (Double-blinding)

8.2.6 Samples shall be collected, packed and transported by TPSA to the sample preparation site(s) at the loading end in such a manner so as to make them tamper-proof.

8.2.7 In the event that a dispute is raised by the relevant Parties within the time period stipulated at Clause 5.9 (a) above, the referee sample shall be analyzed by a designated government NABL Accredited Laboratory selected on rotational basis from the list as provided in Clause 5.9 (c) (other than the laboratory at which the original sample has been analyzed by a TPSA) for even distribution of referee samples across designated referee laboratories. The analysis cost of the referee sample shall be borne by the challenging/ disputing Parties. The non-disputing Party may witness transportation of referee sample to the above-mentioned government laboratory at their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding for Coal Consumer and Coal Producer.

8.2.8 Notwithstanding anything to the contrary contained herein the analysis results communicated by TPSA or the government NABL Accredited Laboratory under paragraph 8.2.5 (a) and paragraph 8.2.7 respectively, shall be binding only with respect to the samples of coal collected for a particular consignment/day, as applicable, and shall not impact any past/ future supply of the contracted grade of coal made/ to be made to Coal Consumer in accordance with the terms of this Agreement.

8.3. **Records of Samples/ Third Party sampling**

8.3.1 Proper analysis records like electronic print-out of the analysis results obtained from the Automatic Bomb Calorimeter, source-wise, grade-wise and date-wise details of coal samples received, etc. shall be maintained at the laboratories where the coal samples are analyzed by TPSA. Coal samples shall be analyzed only at an NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)).

8.3.2 Name of the colliery/ Siding/ Coal Consumer, date of collection and other identification details (e.g. Rake no. in case of rail supply etc.) shall be properly recorded by TPSA and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.

8.3.3 Monthly statements containing the details of each and every analysis result source wise, mode-wise, grade-wise and consumer-wise, finalized during a month based on analysis by a TPSA or referee analysis, as the case may be shall be prepared by TPSA and submitted to Coal Producer and Coal Consumer before the 5th of the following month stating inter alia, the quantity of Coal covered against the respective analysis results. Copies of the monthly statement/ report shall be submitted by TPSA to (i) the General Manager (Quality Control) of Coal Producer or his representative; and (ii) the representatives of Coal Consumer.

8.4. **Analysis of sample(s)**

8.4.1 Tests/ analysis for determination of moisture, ash, GCV on Equilibrated Basis shall be done by TPSA at NABL Accredited Laboratory (excluding those of Coal Producer and Coal

Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)).

- 8.4.2 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)1984 or any latest version for determination of Total Moisture, Equilibrated Moisture and Ash and as per latest version of IS 1350 (Part-II), 2022 for determination of GCV.

9. RELATIONSHIP WITH AFFILIATE

{Insert in case TPSA has taken recourse to Financially Evaluated Entity to meet the Qualification Requirement as per the provisions of the RFP}

- 9.1. TPSA shall be required to continue to be an Affiliate with [Name of Financially Evaluated Entity] for at least five (5) years from the date of this Agreement.

10. CONFIDENTIALITY

- 10.1. The information, documents and data that shall come within the command or knowledge of TPSA in course of the Activity shall be confidential and the same shall not be used by TPSA for any purpose other than the performance of the work. During the tenure of Agreement and thereafter, all Parties undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure of any/ all information & data exchanged/ generated pertaining to work under this Agreement for any purposes other than in accordance with this Agreement.

11. NOTICES

- 11.1. All notices and communications required to be served on Coal Producer and Coal Consumer shall be considered to be duly served if the same been posted by registered mail to Coal Producer and Coal Consumer at its last known address of business. Similarly, any notice to be given to TPSA shall be considered as duly served if the same has been posted by registered mail to TPSA.

12. AMENDMENTS TO THE AGREEMENT

- 12.1. No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the three (3) Parties and their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/ changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

13. ASSIGNMENT OF THE AGREEMENT

- 13.1. The rights and/ or liabilities arising to any Party on account of this Agreement shall not be assigned except with the written consent of the other Parties and subject to such terms and conditions as may be mutually agreed upon between the parties.

14. DISPUTE RESOLUTION

- 14.1. Disputes will be resolved amicably by a committee having members of Coal Producer, Coal Consumer and TPSA.

{Insert in case Coal Consumer is from power sector} [For all such issues which cannot be resolved by such committee, the matter will be referred to a committee having members from Ministry of Power, Ministry of Coal, CEA, CIL, power utilities, APP and TPSA whose decision will be final and binding on all the three (3) Parties.]

{Insert in case Coal Consumer is from non-power sector} [For all such issues which cannot be resolved by such committee, the matter will be referred to a committee, having members as may be decided by CIL, whose decision will be final and binding on all the three (3) Parties.]

15. IMPLEMENTATION COMMITTEE

Issues arising out of analysis/ timelines/ payments/ penalties etc. in relation to referee sample shall be resolved by Implementation Committee (in line with the present process in case of CIMFR) with inclusion of one (1) member each from empaneled TPSAs as member of Implementation Committee.

SEAL OF PARTIES

In witness whereof the Parties here to have signed this Agreement on the day of (Month) and year mentioned hereinbefore.

For and on behalf of Coal Producer Name: Designation: Seal:_____	For and on behalf of Coal Consumer Name: Designation: Seal:_____	For and on behalf of TPSA Name: Designation: Seal:_____
Witnesses: (Name Address) 1. _____ 2. _____ Date: _____	Witnesses: (Name Address) 1. _____ 2. _____ Date: _____	Witnesses: (Name Address) 1. _____ 2. _____ Date: _____

SCHEDULE 1: NABL ACCREDITED LABORATORY

[List to be added by TPSA at the time of signing of Tripartite Agreement]

SCHEDULE 2: INTEGRITY PACT

This Pact (hereinafter called the Integrity Pact) is made and entered into on day of the month of and year of.....,

AMONGST

- (1) [Insert Name of Coal Producer], a company registered under Companies Act, [1956/ 2013] in India (In case the Coal Producer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) and having its registered office at [.] (hereinafter called the "**Coal Producer**" which expression shall wherever the context so admits include its successors and permitted assigns of the first part)

AND

- (2) [Insert Name of Coal Consumer], a company registered under Companies Act, [1956/ 2013] (In case the Coal Consumer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) in India and having its registered office at [.] (hereinafter called the "**Coal Consumer**" which expression shall whatever the context so admits include its successors and permitted assigns of the second part).

AND

- (3) [Insert Name of Third Party Sampling Agency], a company registered under Companies Act, [1956/ 2013] (In case the TPSA is a Partnership Firm suitable amendment may be made here) in India and having its registered office at [.] (hereinafter called the "**TPSA**", which expression shall whatever the context so admits include its successors and permitted assigns of the third part).

And Whereas,

- (A) TPSA has been notified as an empanelled third-party sampling agency for collection, preparation, and analysis of coal samples at loading end for power and non-power sector through a competitive bidding process.
- (B) TPSA has been chosen by Coal Consumer for signing a Tripartite Agreement with the Coal Consumer and Coal Producer in the form and content as shared with the TPSA and agreed to by the TPSA during the bidding process and for carrying out the activity as per the provisions of the Tripartite Agreement.
- (C) TPSA had agreed and confirmed in its bid that in the event of its selection as successful bidder and empanelment, it shall submit the integrity pact duly signed and stamped as per the format provided in Schedule 2 of Tripartite Agreement at the time of signing of Tripartite Agreement.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Tripartite Agreement to be entered into with a view to:-

Enabling the Coal Producer or Coal Consumer to obtain the desired services from TSPA at price discovered competitively during the bid process in conformity with the defined specifications/scope of work in the Tripartite Agreement by avoiding the high cost and the distortionary impact of corruption, and

Enabling TPSAs to abstain from bribing or indulging in any corrupt practice to ensure that the services under the Tripartite Agreement is provided by the TPSA with the highest standards of ethics during the currency of Tripartite Agreement.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

1. Commitments of the Coal Producer and Coal Consumer

- 1.1 The Coal Producer and Coal Consumer undertake that no official of the Coal Producer or Coal Consumer, connected directly or indirectly with the any activity of the Tripartite Agreement, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the TPSA, either for themselves or for any person, organization or third party related to the Tripartite Agreement in exchange for an advantage in the implementation of activities related to the Tripartite Agreement.
- 1.2 All the officials of the Coal Producer and Coal Consumer will report to their respective appropriate office for any attempted or completed breaches of the above commitment as well as any suspicion of such a breach.
- 1.3 In case any such preceding misconduct on the part of such official(s) is reported by the TPSA to the Coal Producer or Coal Consumer with full and verifiable facts and the same is prima facie found to be correct by the Coal Producer or Coal Consumer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Coal Producer or Coal Consumer and such a person shall be debarred from further dealings related to the Tripartite Agreement. In such a case while an enquiry is being conducted by the Coal Producer or Coal Consumer the proceedings under the Tripartite Agreement would not be stalled.

2. Commitments of TPSA

The TPSA commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any currency of the Tripartite Agreement:

- 2.1 The TPSA will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Coal Producer or Coal Consumer, connected directly or indirectly with any activity related to the Tripartite Agreement, or to any person, organization or third party related to the Tripartite Agreement in exchange for any advantage in the implementation of the Tripartite Agreement.
- 2.2 The TPSA further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Coal Producer or Coal Consumer or otherwise in procuring the Tripartite Agreement or forbearing to do or having done any act in relation to the obtaining or execution of the Tripartite Agreement or any other contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government of India.
- 2.3 TPSA shall disclose the name and address of agents and representatives in India and also shall disclose their foreign principals or associates related to or involved in signing and implementation of the Tripartite Agreement.
- 2.4 TPSA shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with the implementation of the Tripartite Agreement.

- 2.5 The TPSA further confirms and declares to the Coal Producer or Coal Consumer that the TPSA has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Coal Producer or Coal Consumer or any of its functionaries, whether officially or unofficially for the award of the Tripartite Agreement to the TPSA, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The TPSA, before signing the Tripartite Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the Coal Producer or Coal Consumer or their family members, agents, brokers or any other intermediaries in connection with the Tripartite Agreement and the details of services agreed upon for such payments.
- 2.7 The TPSA will not collude with other parties interested in the Tripartite Agreement to impair the transparency, fairness and progress of the implementation of the Tripartite Agreement.
- 2.8 The TPSA will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The TPSA shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Coal Producer or Coal Consumer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TPSA also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The TPSA commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The TPSA shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the TPSA or any employee of the TPSA or any person acting on behalf of the TPSA, either directly or indirectly, is a relative of any of the officers of the Coal Producer or Coal Consumer, or alternatively, if any relative of an officer of the Coal Producer or Coal Consumer has financial interest/stake in the TPSA's firm, the same shall be disclosed by the TPSA at the time of signing of the Tripartite Agreement. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.
- 2.13 The TPSA shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the Coal Producer or Coal Consumer.

3. Previous Transgression

- 3.1 The TPSA declares that no previous transgression occurred in the last three (3) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government department in India that could justify TPSA's exclusion from signing of the Tripartite Agreement.
- 3.2 The TPSA agrees that if it makes incorrect statement on this subject, TPSA can be disqualified from the empanelment list.

4. Sanctions for Violations

- 4.1 Any breach of the aforesaid provisions by the TPSA or any one employed by it or acting on its behalf (whether with or without the knowledge of the TPSA) shall entitle the Coal Producer or Coal Consumer to take all or any one of the following actions, wherever required:-
- I. To immediately call off the signing of the Tripartite Agreement without assigning any reason or giving any compensation to the TPSA.
 - II. The Performance Security, submitted as part of Tripartite Agreement, shall stand forfeited either fully or partially, as decided by the Coal Producer or Coal Consumer and the Coal Producer or Coal Consumer shall not be required to assign any reason therefore.
 - III. To immediately cancel the Tripartite Agreement, if already signed, without giving any compensation to the TPSA.
 - IV. To recover all sums already paid by the Coal Producer or Coal Consumer, and in case of an Indian TPSA with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TPSA from a country other than India with interest thereon at 2% higher than the LIBOR.
 - V. To encash the Performance Security, furnished by the TPSA, in order to recover the payments, already made by the Coal Producer or Coal Consumer, along with interest.
 - VI. To cancel all or any other contracts with the TPSA. The TPSA shall be liable to pay compensation for any loss or damage to the Coal Producer or Coal Consumer resulting from such cancellation/rescission and the Coal Producer or Coal Consumer shall be entitled to deduct the amount so payable from the payment (s) due to the TPSA.
 - VII. To debar the TPSA from participating in future bidding processes of the Coal Producer or Coal Consumer for a minimum period of five (5) years, which may be further extended at the discretion of the Coal Producer or Coal Consumer.
 - VIII. To recover all sums paid in violation of this Pact by TPSA(s) to any middleman or agent or broker with a view to securing the Tripartite Agreement.
 - IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Coal Producer or Coal Consumer with the TPSA, the same shall not be opened.
- 4.2 The Coal Producer or Coal Consumer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (ix) of this Pact also on the Commission by the TPSA or any one employed by it or acting on its behalf (whether with or without the knowledge of the TPSA), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the Coal Producer or Coal Consumer to the effect that a breach of the provisions of this Integrity Pact has been committed by the TPSA shall be final and conclusive on the TPSA. However, the TPSA can approach the independent monitor(s) appointed for the purposes of this Pact.
- 5. Independent Monitors**
- 5.1 The Coal Producer and Coal Consumer have appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name & Addresses of Monitors to be given).

- 5.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 5.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 5.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Tripartite Agreement, including minutes of meetings.
- 5.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Coal Producer or Coal Consumer.
- 5.6 The TPSA(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Coal Producer or Coal Consumer including that provided by the TPSA. The TPSA will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TPSA/Subcontractors(s) with confidentiality.
- 5.7 The Coal Producer or Coal Consumer will provide to the Monitor Sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 5.8 The Monitor will submit a written report to the designated Authority of Coal Producer or Coal Consumer/Secretary In the department/ within 8 to 10 weeks from the date of reference or intimation to him by the Coal Producer or Coal Consumer or TPSA and should the occasion arise, submit proposals for correcting problematic situations.

6. Facilitation of investigation

- 6.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Coal Producer or Coal Consumer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TPSA and the TPSA shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Law and Place of Jurisdiction

- 7.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Coal Producer or Coal Consumer.

8. Other Legal Actions

- 8.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

- 9.1 The validity of this Integrity Pact shall be from date of its signing and extend up to two (2) years or the complete execution of the Tripartite Agreement to the satisfaction of both the Coal Producer or Coal Consumer and the TPSA, including warranty period, whichever is later.

Tripartite Agreement

9.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive, to come to an agreement to their original intentions.

10. The parties hereby sign this Integrity Pact at on
.....

Coal Producer

..... Name of the Officer
..... Designation
..... Name of Coal Producer

Coal Consumer

..... Name of the Officer
..... Designation
..... Name of Coal Consumer

TPSA

..... Name of the Officer
..... Designation
..... Name of TPSA

The above is a suggested model. If Coal Producer, Coal Consumer and TPSA desire, they may execute the Integrity Pact with or without modification in the model given herein.

SCHEDULE 3: PERFORMANCE SECURITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided in the name of Coal Consumer and Coal Producer on 50:50 basis)

In consideration of the[Insert name of the TPSA with address] (hereinafter referred to as "TPSA") agreeing to undertake the obligations under the Tripartite Agreement dated and[Insert name of Coal Consumer/Coal Producer, as applicable, with address], (hereinafter referred to as "Coal Consumer"/"Coal Producer") agreeing to execute the Tripartite Agreement with the [Insert name of TPSA], regarding 'Activity' (as defined in the Tripartite Agreement), the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to[Insert name of Coal Consumer/ Coal Producer] at[Insert place from address of Coal Consumer/ Coal Producer] forthwith on demand in writing from[Insert name of Coal Consumer/Coal Producer] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees crores only [Insert the amount of the bank guarantee in respect of the Coal Consumer/ Coal Producer as per the terms of Tripartite Agreement on behalf of M/s. [Insert name of TPSA]. This guarantee shall be valid and binding on the Guarantor Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of the Tripartite Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rupees Crores (Rs.) only. Our Guarantee shall remain in force until [Insert the date of validity of the Guarantee equivalent to the validity of Tripartite Agreement]. The Coal Consumer/ Coal Producer shall be entitled to invoke this Guarantee up to three hundred sixty-five (365) days of the last date of the validity of this Guarantee. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Coal Consumer/Coal Producer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Coal Consumer/ Coal Producer. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,[Insert name of TPSA] and/or any other person. The Guarantor Bank shall not require the[Insert name of TPSA] to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the [Insert name of TPSA] in respect of any payment made hereunder. THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Coal Consumer/Coal Producer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against TPSA, to make any claim against or any demand on TPSA or to give any notice to TPSA or to enforce any security held by the TPSA or to exercise, levy or enforce any distress, diligence or other process against TPSA. The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Coal Consumer/ Coal Producer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Coal Consumer/ Coal Producer to any entity to whom the Coal Consumer/ Coal Producer is entitled to assign its rights and obligations under the Tripartite Agreement. The Guarantor Bank hereby agrees and acknowledges that the Coal Consumer/ Coal Producer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Crores only (Rs.Crores) and it shall remain in force until[Date to be inserted equivalent to the validity of Tripartite Agreement], with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE

Tripartite Agreement

shall be extended from time to time for such period, as may be desired by
[Insert name of TPSA]. We are liable to pay the guaranteed amount or any part thereof under this
Bank Guarantee only if the Coal Consumer/ Coal Producer serves upon us a written claim or demand.
In witness where of:

[Signature of Coal Consumer/ Coal Producer]

Signature

Name:

Power of attorney No.:

For:

Insert Name of the Bank

Banker's Seal and Full Address, including mailing address of the Head Office

SCHEDULE 4: EQUIPMENT SPECIFICATIONS (CIL may confirm if additional equipment specifications need to be added)

S.No.	Equipment	Range
1	Muffle Furnace (15X15X30 CC)	0 – 950 C
2	Muffle Furnace (15X15X30 CC)	0 – 1200 C
3	Air Circulatory Oven (60X60X60 – 5 racks)	0 – 250 C
4	Rough Balance	6 Kgs – 0.1 gms
5	Analytical Balance (1 which has direct connection with GCV analyser)	220 gms – 0.1 mg
6	Bomb Calorimeter with 0.001 deg temperature sensor with Printer connection and balance connection	
7	Humidity Chamber/ arrangement of EGCV for by Sulphuric acid bath through desiccator or similar arrangement	
8	Primary Jaw Crusher	Input 150mm – Output 50 mm
		Input 50mm – Output 12.5 mm
9	Secondary Jaw Crusher	Input 12.5mm – Output 3.35 mm
10	Pulveriser/Hammer Mill	Input 3.35mm – Output 212 micron
11	CRM of Benzoic Acid and Coal	
12	Moisture dish, Ash dish, VM crucible	
13	Oxygen gas, Nichrome wire, Thread,	

SCHEDULE 5: STANDARD OPERATING PROCEDURE FOR REFEREE SAMPLE ANALYSIS

- i. Referee Sample shall be retained in double sealed condition duly signed by the representatives of Coal Producer and the representative of Coal Consumer along with the signature of TPSA representatives and kept in safe custody of TPSA at the loading point. The Referee sample shall be preserved for a period of thirty (30) days from the date of communication of results by TPSA. Disposal of the unchallenged referee samples will be done by TPSA after thirty (30) days under intimation to the Coal Producer and Coal Consumer with proper documentation of sample details.
- ii. For safe custody of referee samples, locker of Godrej make or equivalent make shall be provided by Coal Producer at loading end. All the keys will be solely under the custody of TPSA.
- iii. For more transparency in handling of referee samples, a separate room without any windows shall be provided by the Coal Producer for referee sample preservation, which will be under surveillance of CCTV round the clock by TPSA.
- iv. Coal Consumer/ Coal Producer may raise dispute, if any, within seven (7) days of the submission of result by TPSA.
- v. In order to remove the randomness in challenging results through referee samples, the referee sample challenge will be submitted along with the challenging party's test reports.
- vi. The challenging party will send email (for referee challenge) in reply to TPSA results. Challenging party shall also inform other party regarding the dispute. However, non receipt of information by other party shall not affect referee process.
- vii. Referee sample shall be sent to any one of the seven (7) designated government NABL accredited referee laboratories (referee labs) i.e. Central Power Research Institute - Bangalore, NML - Jamshedpur, IIT Kharagpur, MECL Nagpur, JNARDCC Nagpur, IICT Hyderabad, NEIST Jorhat or any other NABL accredited laboratory that may be designated for this purpose in future. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.
- viii. TPSA will process the request of referee sample analysis and dispatch the referee samples to referee labs on priority with advance intimation to both Coal Producer & Coal Consumer.
 - a. TPSA will make the list of disputed cases received from Coal Producer and/or Coal Consumer for Referee analysis on fortnightly basis along with estimated advance amount to be paid to the Referee lab.
 - b. The list & estimated advance amount will be communicated by TPSA to respective challenging party/ parties on fortnightly basis.
 - c. Within ten (10) days of information of estimated advance payment as shared by TPSA, challenging party/parties will arrange the advance amount to be paid to the Referee labs and shall make such payment to TPSA's account within such timeline failing which the request of disputing challenging Party for referee sampling shall not be considered and results of TPSA shall be treated as final.
 - d. Within five (5) days of receipt of advance payment from challenging party, TPSA will make the referee payment charges in advance to the referee labs on behalf of the disputing/ challenging Party. In the event TPSA does not make such advance payment, as received from the challenging party in its account, to the referee lab the disputing/challenging Party

shall have the right to deduct such payments from the monthly invoices raised by the TPSA as per Clause 3.1 (f) of this Agreement.

- e. The advance payment to be made by the challenging party to the TPSA for onward payment to the referee lab shall be separate from the monthly invoices and shall not be included in the value of services of test results submitted as per Clause 3.1 (f) for computation of GST as per CGST rules. TPSA will ensure compliance of CGST rules in respect of expenditure claimed as a "Pure agent" as per CGST Rules 2017.
- f. TPSA, Coal Consumer and Coal Producer shall complete the coding, and challenging Party shall arrange transportation of the referee samples to designated referee labs. TPSA will submit the disputed samples for analysis to the referee laboratories within thirty (30) days from date of challenge subject to the provisions of the Tripartite Agreement. In case of constraints/ exceptional cases, TPSA shall arrange transportation and amount will be reimbursed by the Coal Producer/Coal Consumer, as the case may be, within a period of one month after raising of bills by TPSA.
- ix. The referee samples will be coded and decoded at a centralized place in respective TPSA lab, in case lab is far off, it may be arranged in nearby lab of Coal Producer/ Coal Consumer on mutually agreed basis and same will be recorded in writing. All the concerned parties shall have the right to be present at the time of coding / decoding. The centralized place must be under CCTV surveillance. The methodology of coding and decoding will be as per Annexure A below. The samples will be carried to the designated lab by TPSA representatives from the place of coding. Other parties may witness transportation of referee samples. The intimation for witnessing, coding/decoding and transportation from coding point to referred lab would be given in advance by TPSA to both Coal Producer & Coal Consumer.
- x. TPSA will make necessary arrangements for analysis of referee samples. Cost of transportation charges for referee samples and referee samples analysis charges will be borne by the challenging party.
- xi. All the samples disputed by the Coal Producer as well as Coal Consumer shall be transported for a particular fortnightly lot in one go and above charges shall be shared by Coal Producer and Coal Consumer on pro rata basis on number of referee samples
- xii. TPSA shall ensure that the designated referee labs communicate the results of referee samples to TPSA, Coal Producer and Coal Consumer within fifteen (15) days from the date of receipt of the samples by the designated government NABL accredited referee lab subject to the provisions of the Tripartite Agreement. Non-adherence of the timeline by TPSA shall attract penalty as per Tripartite Agreement.
- xiii. TPSA shall forward the copy of original results as received from referee labs along with print out of bomb calorie meter results as received from referee labs to the Coal Producer and Coal Consumer.
- xiv. The findings of the referee sample shall be final and binding on both the Coal Producer and Coal Consumer.

Annexure A

Coding and decoding of Referee Samples

- i. Identification of referee challenged samples, its number and the name of the challenging party with site will be assessed.

- ii. Referee Samples will be opened and a new code in place of original identification will be assigned in presence of authorized representative of Coal Producers and Coal Consumer. Coal Producer/Coal Consumer may witness the process, but no one including TPSA will be allowed to note/ photography/videography as a proof, just to maintain the secrecy of the sample.

During the process of coding, only the seal of the Referee packets will be broken and it will be sealed by a new random code by TPSA. This code will be noted by TPSA only on a piece of paper, which will finally be sealed in an envelope and kept in a safe locker with the signature of all concerned parties (nobody will be allowed to note or to take photographs/videography of the total process). Now the coded sample will go to the designated laboratory for analysis purpose.

- iii. The representative of Coal Producer and Coal Consumer present during coding/decoding must be authorized by their competent authority.
- iv. After getting the results of the sample from referee lab, TPSA will intimate the date and time of opening of sealed envelope and the same may be witnessed by Coal Producer/Coal Consumer. TPSA will e-mail scanned copy of the contents of envelope to all the parties concerned.
- v. Finally, the results will be sent to all concerned by TPSA with the original details provided during collection of samples.

Following points to be considered for Software Based Double Blinding.

- a) Gross samples collected in bags to be bar coded at site and send to sample preparation units.
- b) Prepared samples to be packed in separate bags and again bar coded.
- c) These samples to be sent to NABL Accredited labs identified in TPA and to be registered at sample registration desk.
- d) Lab to generate a unique code against each sample thus received.
- e) Upon completion of the analysis, results to be submitted to the lab registration desk against the unique code. Finally, the registration desk to report back the results based on the respective barcodes generated at the sample preparation sites.

In addition to above, TPSA shall implement and comply with any procedural mechanism for Double Blinding system as agreed by Coal Producer and Coal Consumer.

SCHEDULE 6: SAMPLE REPORT TEMPLATE

RAIL/ MGR

Relative Humidity of laboratory (%): [.]

Temperature of laboratory(C): [.]

Sl.	Sample ID	Date of Collection	Date of Preparation	Date of sample receiving at laboratory	Railway rake/ MGR				Total Moisture %	Air-dried Basis			Equilibrated moisture basis (60% RH & 40 C)			Analysed Grade	Washery Grade (for coking coal)
					Quantity (Mt)	R.R No. / F. Note No.	R.R. Date	Declared Grade		M %	ASH %	GCV (Kcal /kg)	M %	ASH %	GCV (Kcal/kg)		
1	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	

Note:

- (i) Samples collected as per Tripartite Agreement dated [.]
- (ii) Ash, Moisture & Total Moisture as per applicable BIS norms
- (iii) GCV as per applicable BIS norms
- (iv) Sulphur(s) value has been put in the bomb calorimeter as determined in the laboratory as per applicable BIS norms
- (v) None of the experiment is performed by external service provider
- (vi) This report should not be replicated or reproduced.

ROAD

Relative Humidity of laboratory (%): [.]

Temperature of laboratory(C): [.]

Sl.	Sample ID	Date of Collection	Date of Preparation	Date of sample receiving at laboratory	ROAD				Total Moisture %	Air-dried Basis			Equilibrated moisture basis (60% RH & 40 C)			Analysed Grade	Washery Grade (for coking coal)
					Quantity (Mt)	D.O. No.	D.O. Date	Declared Grade		M %	ASH %	GCV (Kcal /kg)	M %	ASH %	GCV (Kcal/kg)		
1	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	[.]	

Note:

- (i) Samples collected as per Tripartite Agreement dated [.]
- (ii) Ash, Moisture & Total Moisture as per applicable BIS norms
- (iii) GCV as per applicable BIS norms
- (iv) Sulphur(s) value has been put in the bomb calorimeter as determined in the laboratory as per applicable BIS norms
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Amendments to
Request for Proposal (RFP) and Tripartite Agreement (TPA)
Issued for
2nd Round of 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

Sl.	Reference Clause	Existing Provision	Amendments
1.	RFP Clause 1.1.1	-	Societies Registration Act: shall mean the (Indian) societies Registration Act,1860, as amended from time to time
2.	RFP Clause 2.2.4	TPSA will be selected from the list of empanelled TPSAs by Coal Consumer from time to time for conducting the sampling and analysis at the loading end. The cost of sampling and analysis by TPSA at the loading end shall be shared in the ratio of 50:50 by the respective Coal Producer and Coal Consumer. Further, the 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 empanelled list. Provided that the Coal Consumer shall be allowed to select separate TPSAs for power sector and non-power sector.	<p>TPSA will be selected from the list of empanelled TPSAs by Coal Consumer from time to time for conducting the sampling and analysis at the loading end. The cost of sampling and analysis by TPSA at the loading end shall be shared in the ratio of 50:50 by the respective Coal Producer and Coal Consumer. Further, the 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 empanelled list. Provided that the Coal Consumer shall be allowed to select separate TPSAs for power sector and non-power sector.</p> <p>The empanelled 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 empanelled TPSA to do so, for whatsoever reasons, the empanelled TPSA shall lose its right to undertake that particular assignment and Coal Consumer shall have the right to approach another empanelled TPSA (in the order of</p>

Sl.	Reference Clause	Existing Provision	Amendments
			empanelled price) for that particular sampling and analysis assignment.
3.	RFP Clause 2.2.6 (e)	Collection of samples shall be done by TPSA as per Clause Error! Reference source not found. of the Tripartite Agreement. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin/ permanent structure with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/ identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/ area of the same Coal Producer).	Collection of samples shall be done by TPSA as per Clause Error! Reference source not found. of the Tripartite Agreement. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin/ permanent structure with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/ identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/ area of the same Coal Producer). Coal Producer shall provide electricity and water facilities to the TPSA in this regard. However, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.
4.	RFP Clause 2.2.6 (k)	There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling. The price quoted by the bidder shall be inclusive of the cost of providing the Mechanical Augur and the associated operating costs.	There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling. The price quoted by the bidder shall be inclusive of the cost of providing the Mechanical Augur and the associated operating costs.

Sl.	Reference Clause	Existing Provision	Amendments
		<p>Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.</p> <p>The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process.</p>	<p>Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.</p> <p>The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process. However, the Coal Producer shall provide electricity and water facilities to the TPSA in this regard. In addition, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.</p>
5.	RFP Clause 2.2.6 (l)	The sample for testing by TPSA/ Referee samples to be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.	The sample for testing by TPSA/ Referee samples to be packed and sealed in tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.
6.	RFP Clause 2.2.6 (o)	Referee samples should be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming.	Referee samples should be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming.
7.	RFP Clause 2.3.8	Bid Due Date: 4-Aug-2023 by 12:00 Hrs Opening of Technical Proposal: 7-Aug-2023 by 12:00 Hrs	Bid Due Date: 16-Aug-2023 by 17:00 Hrs Opening of Technical Proposal: 17-Aug-2023 by 12:00 Hrs
8.	RFP Clause 3.1.1	Nature of Bidder: A Bidder shall be a Company registered under the Companies Act or a Partnership Firm registered under the Partnership Act	Nature of Bidder: A Bidder shall be a Company registered under the Companies Act or a Partnership Firm registered under the Partnership Act or a society registered under the Societies Registration Act.
9.	RFP Clause 3.2.1 (iii)	Availability of Resources: Bidder shall have to provide all tools and tackles including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment, consumables, manpower, transport arrangements etc. wherever required with proper supervision and arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates in Chemistry or Graduates/ Diploma holders in	Availability of Resources: Bidder shall have to provide all tools and tackles including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment, consumables, manpower, transport arrangements etc. wherever required with proper supervision and arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Science Graduates with one subject being Chemistry or

Sl.	Reference Clause	Existing Provision	Amendments																								
		Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436.	Diploma/ Degree holders in Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436.																								
10.	RFP Clause 5.5.2	The Financial Proposal submitted by a Bidder shall comprise the following: <table border="1"> <thead> <tr> <th>Sl.</th> <th>Quote* (excluding GST, but including other taxes/levies,if any)for carrying the activities mentioned under Clause Error! Reference source not found. of RFP</th> <th>Units</th> <th>In Words</th> <th>In figures</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Quote</td> <td>Rs/Tonne</td> <td></td> <td></td> </tr> </tbody> </table>	Sl.	Quote* (excluding GST, but including other taxes/levies,if any)for carrying the activities mentioned under Clause Error! Reference source not found. of RFP	Units	In Words	In figures	1.	Quote	Rs/Tonne			The Financial Proposal submitted by a Bidder shall comprise the following: <table border="1"> <thead> <tr> <th>Sl.</th> <th>Quote* (including GST @18% and other taxes/levies, if any) for carrying the activities mentioned under Clause Error! Reference source not found. of RFP</th> <th>Units</th> <th>In Words</th> <th>In figures</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Quote</td> <td>Rs/Tonne</td> <td></td> <td></td> </tr> </tbody> </table>					Sl.	Quote* (including GST @18% and other taxes/levies, if any) for carrying the activities mentioned under Clause Error! Reference source not found. of RFP	Units	In Words	In figures	1.	Quote	Rs/Tonne		
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11.	RFP Clause 5.5.4	5.5.5. The Bid Process Authority is not bound to accept any offer it may receive. The Bidder shall accept that they are fully responsible for all costs associated with their participation in the Bid Process.	<p>5.5.4. While there shall not be any escalation on the empanelled price for first three (3) years, the empanelled price shall be escalated by five percent (5%) on yearly basis from 4th year onwards till the completion tenure of empanelment.</p> <p>Illustration:</p> <table border="1"> <thead> <tr> <th></th> <th>Y1</th> <th>Y2</th> <th>Y3</th> <th>Y4</th> <th>Y5</th> </tr> </thead> <tbody> <tr> <td>Applicable price*</td> <td>X</td> <td>X</td> <td>X</td> <td>1.05 * X</td> <td>1.05 * X</td> </tr> </tbody> </table> <p>* X = Empanelled Price</p> <p>5.5.5. The Bid Process Authority is not bound to accept any offer it may receive. The Bidder shall accept that they are fully responsible for all costs associated with their participation in the Bid Process.</p>						Y1	Y2	Y3	Y4	Y5	Applicable price*	X	X	X	1.05 * X	1.05 * X								
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12.	RFP Clause 6.4.3	-	Bidders shall note, while the selection of Successful Bidder(s) shall be on the quoted price (including GST @18%), Successful Bidders shall be empanelled at quoted price (excluding GST). For this purpose,																								

Sl.	Reference Clause	Existing Provision	Amendments												
			<p>the empanelled price shall be determined from the quoted price using a GST rate of 18% and shall be rounded up to two (2) decimal places only.</p>												
13.	RFP Clause 6.4.4	-	<p>While there shall not be any escalation on the empanelled price for first three (3) years, the empanelled price shall be escalated by five percent (5%) on yearly basis from 4th year onwards till the completion tenure of empanelment.</p> <p>Illustration:</p> <table border="1"> <thead> <tr> <th></th> <th>Y1</th> <th>Y2</th> <th>Y3</th> <th>Y4</th> <th>Y5</th> </tr> </thead> <tbody> <tr> <td>Applicable price*</td> <td>X</td> <td>X</td> <td>X</td> <td>1.05 * X</td> <td>1.05 * X</td> </tr> </tbody> </table> <p>* X = Empanelled Price</p>		Y1	Y2	Y3	Y4	Y5	Applicable price*	X	X	X	1.05 * X	1.05 * X
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Applicable price*	X	X	X	1.05 * X	1.05 * X										
14.	RFP Clause 7.1.6	<p>NABL Accredited Coal Testing Laboratories/ Coal testing laboratories accredited against ISO/IEC 17025: List of all self-owned NABL accredited coal testing laboratories or coal testing laboratories accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) in India is furnished and duly signed and stamped by Authorized Signatory. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day. Bidder shall submit documentary evidence confirming the minimum sampling capacity requirements.</p> <p>Manpower and Equipment Details – Details regarding competent manpower with the required skillsets and their relevant qualifications and experience, equipment (including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment), tools, tackles, consumables, transport arrangements etc. are listed separately and duly signed and stamped by Authorized Signatory.</p>	<p>NABL Accredited Coal Testing Laboratories/ Coal testing laboratories accredited against ISO/IEC 17025: List of all self-owned NABL accredited coal testing laboratories or coal testing laboratories accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) in India is furnished and duly signed and stamped by Authorized Signatory along with documentary evidence and accreditation certificate. Bidder shall also confirm a minimum capacity of handling one hundred (100) samples per lab per day. Bidder shall submit documentary evidence confirming the minimum sampling capacity requirements.</p> <p>In case the Bidder is a Partnership Firm, the NABL or ISO/IEC 17025 accredited testing laboratory must be in the name of any of the partner(s) of Partnership Firm or Partnership Firm itself.</p> <p>Manpower and Equipment Details – Details regarding competent manpower with the required skillsets and their relevant qualifications and experience (Supervisors so employed by them should be Science Graduates with</p>												

Sl.	Reference Clause	Existing Provision	Amendments
			<p>one subject being Chemistry or Diploma/ Degree holders in Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436.), equipment (including sample preparation facilities/ machineries like crushers, pulverisers and testing equipment), tools, tackles, consumables, transport arrangements etc. are listed separately and duly signed and stamped by Authorized Signatory.</p> <p>Data/ Document to be furnished by the bidder on its letter head:</p> <ul style="list-style-type: none"> - Detailed list of Key Management Personnel (KMP) - No. of competent personnel, their qualification and experience
15.	RFP Clause 7.2.2	16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.	16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.
16.	TPA Clause 3.1 (b)	Rate for the Activity at loading end will be Indian Rupees [.] (INR [.]) per tonne excluding GST but including all other taxes/ levies.	Rate for the Activity at loading end will be Indian Rupees [.] (INR [.]) per tonne excluding GST but including all other taxes/ levies. GST to be paid as per the prevailing rates.
17.	TPA Clause 3.1 (d)	TPSA shall submit Performance Security to the Coal Consumer and Coal Producer at the rate of three percent (3%) of the work value or as amended subsequently (as per Ministry of Finance Office Memorandum No. F 9/4/2020-PPD dated 12.11.2020 or its subsequent amendment thereof, if any) while executing this Agreement. The Performance Security shall be in the form of irrevocable and unconditional bank guarantee as provided in Schedule 3 of this Agreement. In case the amount of Performance Security is less than Indian Rupees Five Lakhs (INR 5,00,000.00), TPSA may submit the Performance Security through RTGS/ NEFT/ Demand Draft also. No interest shall be paid by Coal Consumer or Coal Producer on the amount for Performance Security. On successful completion of the work, the Performance	TPSA shall submit Performance Security to the Coal Consumer and Coal Producer at the rate of three percent (3%) of the work value (excluding GST) or as amended subsequently (as per Ministry of Finance Office Memorandum No. F 9/4/2020-PPD dated 12.11.2020 or its subsequent amendment thereof, if any) while executing this Agreement. The Performance Security shall be in the form of irrevocable and unconditional bank guarantee as provided in Schedule 3 of this Agreement. In case the amount of Performance Security is less than Indian Rupees Five Lakhs (INR 5,00,000.00), TPSA may submit the Performance Security through RTGS/ NEFT/ Demand Draft also. No interest shall be paid by Coal Consumer or Coal Producer on the amount for Performance Security. On successful completion of the work, the Performance

Sl.	Reference Clause	Existing Provision	Amendments
		Security shall be released within thirty (30) days of issuance of completion certificate by the competent authority. Provided that TPSA shall submit the Performance Security to Coal Producer and Coal Consumer on 50:50 basis. Further, the Coal Consumer/ Coal Producer can invoke the Performance Security independently.	Security shall be released within thirty (30) days of issuance of completion certificate by the competent authority. Provided that TPSA shall submit the Performance Security to Coal Producer and Coal Consumer on 50:50 basis. Further, the Coal Consumer/ Coal Producer can invoke the Performance Security independently.
18.	TPA Clause 5.1 (b)	Collection of samples shall be done by TPSA. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall adhere to equipment specifications provided in Schedule TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/area of the same Coal Producer).	Collection of samples shall be done by TPSA. Further, sample preparation facilities/ machineries like pulverisers/ crushers and testing equipment are to be provided by TPSA. TPSA shall adhere to equipment specifications provided in Schedule TPSA shall also ensure all required safety arrangements. TPSA shall arrange a porta cabin with requisite facilities for sample preparation, which shall be placed near the sampling point (within fifteen (15) km radial distance from the sampling point(s) or any other higher distance depending upon the place provided/identified by Coal Producer) in the premises of Coal Producer (the premises could be of different mine/area of the same Coal Producer). Coal Producer shall provide electricity and water facilities to the TPSA in this regard. However, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.
19.	RFP Clause 3.2.1 (i)	There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling.	There needs to be arrangement of sampling by Auto Mechanical Sampler for silo loading as well as sampling by Mechanical Augur. Auto Mechanical Sampler shall be provided by Coal Producer for silo loading, wherever available, within one (1) year. Mechanical Augur shall be arranged (it may either be owned/rented/hired/leased) by the TPSA, wherever feasible (feasibility to be mutually decided by Coal Producer and Coal Consumer) and the cost of the same shall be borne by the TPSA. Within one (1) year, the TPSA shall arrange the Mechanical Augur. Till the time Mechanical Augur (wherever feasible) is arranged (maximum period of one (1) year), TPSA shall be allowed to carry manual sampling.

Sl.	Reference Clause	Existing Provision	Amendments
		<p>The price quoted by the bidder shall be inclusive of the cost of providing the mechanical Augur and the associated operating costs.</p> <p>Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.</p> <p>The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process.</p>	<p>The price quoted by the bidder shall be inclusive of the cost of providing the mechanical Augur and the associated operating costs.</p> <p>Further, the Coal producer shall provide the required enabling conditions for installation and operation of the Mechanical Augur.</p> <p>The exact scope under enabling conditions may be decided by APEX Committee to be constituted for second round of empanelment process. However, Coal Producer shall provide electricity and water facilities to the TPSA in this regard. In addition, TPSA shall ensure back up arrangement like diesel generator etc. for electricity in case of emergency, if required.</p>
20.	TPA Clause 5.1 (h)	The sample for testing by TPSA/ referee samples shall be packed and sealed in tamper-proof hard bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.	The sample for testing by TPSA/ referee samples shall be packed and sealed in tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags at the coal sampling site itself.
21.	TPA Clause 5.3	TPSA shall communicate the result of sampling within fifteen (15) Working Days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ fax/ other electronic mode followed by hard copy. All analysis results submitted must contain sample wise details about source, date of collection, RR Number, Quantity, analysis details etc. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.	TPSA shall communicate the result of sampling within fifteen (15) working days of sample collection to Coal Producer and Coal Consumer through web portal/ email/ fax/ other electronic mode followed by hard copy. All analysis results submitted must contain sample wise details about source, date of collection, RR Number, Quantity, analysis details etc. Print outs of bomb calorimeter are also to be given with the hard copies of the analysis results of samples and also for referee samples by TPSA.
22.	TPA Clause 5.7 (d)	The timeline for submission of result within fifteen (15) calendar days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table	The timeline for submission of result within fifteen (15) working days by TPSA is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table
23.	TPA Clause 5.8 (b)	Referee sample shall be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming. The	Referee sample shall be stored in tamper proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming. The standard operating procedure for referee

Sl.	Reference Clause	Existing Provision	Amendments
		standard operating procedure for referee sample analysis has been provided in Schedule 5 of this Agreement.	sample analysis has been provided in Schedule 5 of this Agreement.
24.	TPA Clause 5.9 (c)	Referee sample shall be sent to any one of the seven (7) designated government NABL accredited referee laboratories (referee labs) i.e. Central Power Research Institute - Bangalore, NML - Jamshedpur, IIT Kharagpur, MECL Nagpur, JNARDCC Nagpur, IICT Hyderabad, NEIST Jorhat, or any other NABL accredited laboratory that may be designated for this purpose in future. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.	Referee sample shall be sent to any of the list of designated NABL accredited referee laboratories (referee labs) as decided by Apex Committee for second round of empanelment. Till the time the list is finalized by Apex Committee, the referee sample may be sent to designated NABL accredited referee labs carrying out referee analysis for existing third party sampling agencies. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.
25.	TPA Clause 8.2.5 (a)	Set – I shall be taken by TPSA to NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) for analysis of ash, moisture and GCV (on equilibrated conditions’ basis at 40 degree C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-2017), as applicable (CIL to provide if any additional standard as applicable for other sectors/ types of coal need to be included)	Set – I shall be taken by TPSA to NABL Accredited Laboratory (excluding those of Coal Producer and Coal Consumer) or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) for analysis of ash, moisture and GCV (on equilibrated conditions’ basis at 40 degree C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-2017), as applicable
26.	TPA Clause 8.2.5 (d)	Set – IV of the sample called as Referee Sample shall be sealed jointly by TPSA in presence of authorized representatives of Coal Producer and Coal Consumer and shall be kept in the custody of TPSA at the loading end under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by TPSA and the authorized representative of Coal Producer and Coal Consumer for minimum of thirty (30) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by TPSA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by	Set – IV of the sample called as Referee Sample shall be sealed jointly by TPSA in presence of authorized representatives of Coal Producer and Coal Consumer and shall be kept in the custody of TPSA at the loading end under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by TPSA and the authorized representative of Coal Producer and Coal Consumer for minimum of thirty (30) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by TPSA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by

Sl.	Reference Clause	Existing Provision	Amendments
		TPSA in a tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming, to the referee lab from the loading end. Coal Producer and Coal Consumer can exercise the liberty to accompany TPSA to the referee lab at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph 8.2.77 below. (Double-blinding)	TPSA in a tamper-proof metal bottles with 3-D holograms, QR codes and RFID tags/ Geo tagging and stored at a place with biometric lock/ GPS enabled lock and under 24x7 CCTV supervision with online streaming, to the referee lab from the loading end. Coal Producer and Coal Consumer can exercise the liberty to accompany TPSA to the referee lab at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph Error! Reference source not found.7 below. (Double-blinding)
27.	TPA Schedule 4	SCHEDULE 4: EQUIPMENT SPECIFICATIONS (CIL may confirm if additional equipment specifications need to be added)	SCHEDULE 4: EQUIPMENT SPECIFICATIONS
28.	TPA Schedule 5 (vii)	Referee sample shall be sent to any one of the seven (7) designated government NABL accredited referee laboratories (referee labs) i.e. Central Power Research Institute - Bangalore, NML - Jamshedpur, IIT Kharagpur, MECL Nagpur, JNARDCC Nagpur, IICT Hyderabad, NEIST Jorhat or any other NABL accredited laboratory that may be designated for this purpose in future. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.	Referee sample shall be sent to any of the list of designated NABL accredited referee laboratories (referee labs) as decided by Apex Committee for second round of empanelment. Till the time the list is finalized by Apex Committee, the referee sample may be sent to designated NABL accredited referee labs carrying out referee analysis for existing third party sampling agencies. However, the choice of referee lab out of those empanelled, shall be done on rotational basis by the TPSA only.
29.	TPA Clause Schedule 5 (viii) (f)	TPSA, Coal Consumer and Coal Producer shall complete the coding, and challenging Party shall arrange transportation of the referee samples to designated referee labs. TPSA will submit the disputed samples for analysis to the referee laboratories within thirty (30) days from date of challenge subject to the provisions of the Tripartite Agreement. In case of constraints/ exceptional cases, TPSA shall arrange transportation and amount will be reimbursed by the Coal Producer/Coal Consumer, as the case may be, within a period of one month after raising of bills by TPSA.	TPSA, Coal Consumer and Coal Producer shall complete the coding, and TPSA shall make necessary arrangements for transportation of the referee samples to designated referee labs while the cost of such transportation shall be borne by the challenging party. TPSA will submit the disputed samples for analysis to the referee laboratories within thirty (30) days from date of challenge subject to the provisions of the Tripartite Agreement. In case of constraints/ exceptional cases, TPSA shall arrange transportation and amount will be reimbursed by the Coal Producer/Coal Consumer, as the case may be, within a period of one month after raising of bills by TPSA.

Sl.	Reference Clause	Existing Provision	Amendments
30.	RFP & TPA	<p>.... or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)) ...</p>	<p>The existing provision, wherever used in RFP and TPA, shall be replaced by the following provision across various clauses in the RFP/ TPA:</p> <p>“ ... or other coal testing laboratories in India accredited against ISO/IEC 17025 by other equivalent accreditation agency (which is a full member of International Laboratory Accreditation Cooperation (ILAC) and/or Asia Pacific Accreditation Cooperation (APAC)*) ...</p> <p>* Must be full member with respect to India as per website of ILAC/APAC.”</p>