

TRIPARTITE AGREEMENT

S. 1.0 AGREEMENT-

S.1.1 THIS Tripartite Agreement (hereinafter called the "Agreement") is made and entered into on this _____ day of _____ month Two Thousand Twenty One between _____ a Subsidiary of **Coal India Limited (CIL)** - a company registered under Companies Act, 1956 / The Companies Act 2013 in India and having its registered office at Coal Bhawan, Premise No.-04 MAR, Plot No.-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata, West Bengal-700156, (hereinafter called the "Coal Company" which expression shall wherever the context so admits include its successors and permitted assigns of the first part).

And

S.1.2 _____, a company registered under Companies Act, 2013/ The Companies Act 2013 (In case the 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 "Consumer/ Purchaser" which expression shall whatever the context so admits include its successors and permitted assigns of the second part).

And

S.1.3 M/s _____, a company registered under Companies Act, 2013/ The Companies Act 2013 (In case the 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 "Third Party Agency", which expression shall whatever the context so admits include its successors and permitted assigns of the third part).

S.2.0 PREAMBLE

- 2.0 S.2.1** Whereas, Coal India Limited (CIL) is a Maharatna CPSE under Ministry of Coal, Government of India and is the single largest coal producing company in the world and operates through its subsidiaries namely, Central Coalfields Limited (CCL), Bharat Coking Coal Limited (BCCL), Eastern Coalfields Limited (ECL), Mahanadi Coalfields Limited

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(MCL), South Eastern Coalfields Limited (SECL), Western Coalfields Limited (WCL), Northern Coalfields Limited (NCL), CMPDIL and North Eastern Coalfields directly under control of CIL, spread over eight states (provinces) in India namely Jharkhand, West Bengal, Orissa, Chhattisgarh, Madhya Pradesh, Uttar Pradesh, Maharashtra and Assam..

And whereas, Coal India Limited supplies coal to its various consumers through different modes are subjected to sampling and analysis as per the prevailing procedure/guidelines.

And whereas, in terms of Govt. directions, independent assessment of coal quality through third party agency(s) was to be provided to consumers/ purchasers falling under different categories. In pursuance to the same, certain third parties were appointed by CIL for providing the aforesaid services.

And, whereas, consequent to Govt. of India's directives conveyed vide D.O. No. 23011/48/2013-CLD dated 11.06.2020 for empanelment of Reputed Global Level Agency for collection, preparation & analysis of coal at loading points & corresponding documentation of the same, CIL floated an e-Tender vide no. CIL/C-4B/RFP/2021/2056 dated 30.12.2020 (e-Tender ID: 2020_CILHQ_191944_1), against which Requests For Proposal (RFP) was submitted by applicant agencies within the deadline of 27.01.2021 and additional clarifications were submitted by agencies by 01.03.2021.

And, whereas, the Third Party Agency shall be wholly responsible for collection, preparation and analysis of coal samples in context of coal supplies through different modes (hereinafter referred to as ACTIVITY) for all types of consumers, as per applicable procedure, legislation and guidelines issued from time to time, in a transparent and ethical manner, from the loading points of CIL's Subsidiaries viz. CCL, BCCL, ECL, MCL, SECL, WCL, NCL including NEC spread over different States viz. West Bengal, Jharkhand, Madhya Pradesh, Uttar Pradesh, Assam, Chhattisgarh, Orissa, and Maharashtra.

And, whereas, upon fulfilment of terms and conditions as mentioned in the RFP/ Tender notice etc., evaluation of technical and financial bids, ,on being found successful, was notified as an empaneled Third Party Agency by CIL.

And, whereas, the quantitative coverage for the purpose of this Agreement shall depend on Tripartite Agreements signed with the consumers and the Coal Company.

Now, therefore, after understanding the job description in detail and consequent to expression of willingness to take up the coal sampling activity, Third Party Agency 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 (hereinafter called the "Activity") on being appointed.

And whereas, upon negotiation between aforesaid parties, it has agreed to enter into this Agreement on the following terms and conditions.

S.3.0 SCOPE OF THE AGREEMENT

S.3.1 This agreement details the terms and conditions, financial arrangement, responsibilities and obligation of the Coal Company (First Party), Consumer (Second Party) and Third Party Sampling Agency (Third Party).

S.3.2 Third Party Sampling Agency (Third Party) will undertake Activity at loading points of different Coal Company for the dispatches to different Consumer(s) in terms of this agreement and that Third

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Party Sampling Agency, Coal Company and Consumer shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of the Agreement.

S. 4.0 FINANCIAL ARRANGEMENTS

S.4.1 In consideration of the work/ Activity to be carried out by Third Party Sampling Agency at loading points, Coal Company and the Consumer shall pay Third Party in the following manner:

Based on the expression of interest by the Consumer in writing, tentative quantity to be handled for ACTIVITY will be informed to the Third Party Agency

- i. Rate for the ACTIVITY at Loading point will be Rs 1.98 (Rupees one and Paise ninety eight only) per tonne excluding GST but including all other taxes/levies.
- ii. The cost of the ACTIVITY as per aforesaid rate and applicable taxes will be shared equally by Coal Company and the Consumer, i.e. on 50:50 basis.
- iii. Third Party Agency shall submit Performance security at the rate of 3% of the work value (as per Ministry of Finance Office Memorandum no. F 9/4/2020-PPD dated 12.11.2020) while executing this Agreement. On successful completion of the work, the performance security shall be released within 30 days of issuance of completion certificate by the competent authority.
- iv. Coal Company and Consumer will release fund against each monthly bill towards test results submitted by Third Party Agency for corresponding quantity within 30 days of receipt of bills along with necessary documentation. Any delay in payment to Third Party Agency will attract interest at the rate of RBI repo rate plus three per cent for the delayed period.

S.4.2 Period of Empanelment

The maximum tenure of empanelment shall be for 03 years. Towards this, initial contract shall be for a period of 01(one) year and on successful completion of the same, it may be extended for a further period of 02(two) years on mutually agreed terms by the parties.

S.5.0 GENERAL TERMS & CONDITIONS

- i. Third Party will be wholly responsible for collection, preparation and analysis (Moisture, Ash, GCV on equilibrated basis and Total moisture) or any other format for reporting of results, as may be notified by MoC/ CIL in future while ensuring smooth functioning of operational and technical issues pertaining to the ACTIVITY. Towards this, detailed documentation of coal supplied to consumers through Rail/ Road/ MGR etc. will be furnished by Coal Companies which will be the basis of raising the bills on monthly basis by the Third Party.
- ii. Third Party Agency shall avoid any conflict of interest while discharging the contractual obligations and shall inform the Coal Company and 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 the Coal Company or Consumer without any further notice.
- iii. It will be the sole responsibility of Third Party Agency to comply with all statutory requirements relating to workmen engaged and towards the Activity during the term of this Agreement.

- iv. All the Terms & conditions of the RFP no. CIL/C-4B/RFP/2021/2056 dated 30.12.2020 and subsequent corrigendum/amendments thereof, shall be treated as part and parcel of this Agreement.

For all such issues which cannot be resolved amongst parties, the matter will be referred to Director (Marketing), CIL whose decision will be final and binding on all the three parties.

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S. 6.1 Collection, preparation and analysis of sample

- i. Sample collection and preparation shall be done source-wise, grade-wise, consumer wise as per relevant IS 436-part-I, Sec-I, 1964 specification or its latest version / FSA (between Coal Company and Consumer)/ relevant provisions of auctions at the time of loading. For analysis, IS 1350 (Part I) & II or relevant standards of latest versions shall be in vogue.
- ii. Photography/videography shall be restricted only related to collection, preparation and analysis of samples in presence of representative of all three parties and the circulation of such videos/photos to outside parties is barred. Notwithstanding other provisions as herein, in case such activity is reported, a notice of caution to the concerned party may be issued by any of the other two parties and on repeat of similar occurrence, the other party may issue a notice for termination of this Tripartite Agreement.
- iii. Sample collection & preparation will be witnessed by representative of Coal Company and Consumer. Absence or participation of any party for whatsoever reason, shall not be considered as a ground for disputing the result. If any party wants to raise any dispute during sampling & sub-sampling, they may do it in writing before other parties to this contract for finding an amicable solution to the dispute. Sub-sampling for such purpose shall be treated as a part activity during the sampling process.
- iv. Coal Company shall share enabling conditions including, local transportation of samples to storage room, sample preparation facilities/ machineries and testing equipment and their storage at loading ends. In addition, Coal Company shall be responsible for providing infrastructural facilities for collection, i.e., smooth functioning of AMS, ramp/ladders, lighting arrangements, and sample storage room etc. for preparation and storage of samples. All consumables, tools and tackles etc. (standard quality), required for performing the jobs shall be arranged by Third Party Agency. Any additional support, if required, for preparation of samples, has to be arranged by Third Party Agency.
- v. Prepared samples will be transported by Third Party Agency to respective laboratories in tamper proof manner by the Third Party Agency.
- vi. After collection of samples, laboratory samples are to be prepared within 2 days and same should be transported to laboratory for analysis.

Determination of Total Moisture will be done at site/ the nearest laboratory (or the next near laboratory, in case nearest laboratory is non-functional) of the seller in presence of the representatives of seller and purchaser. Remaining tests/analysis for determination of moisture, ash, GCV on equilibrated basis shall be done by the THIRD PARTY AGENCY at an NABL accredited coal testing laboratory with Lab Information Management System (LIMS)

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owned by THIRD PARTY AGENCY or at NABL accredited coal testing laboratory of subsidiary companies of CIL. The rate of testing by CIL owned laboratories shall be chargeable at the rate of 50 paise per tonne

For determination of total moisture, sample of 12.5 mm shall be prepared.

Results of Total Moisture reported by either party (Purchaser or Seller), shall not be considered as a ground for disputing the result.

S. 6.2 Parting of Sample

Sample of 212 Micron size shall be prepared, as per BIS norms final sample shall be divided into four equal parts (i.e. for Third Party Sampling agency, Coal Company, Consumer and Referee samples).

Further, analysis through Automatic Bomb Calorimeter (BIS/ASTM) with print out facility will be done without manual intervention and necessary records will be kept by Third Party Agency. For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported to the labs of Third Party in tamper proof manner. Third Party Agencies will ensure software system based Double Blinding of coal samples before sending the same for analysis in a NABL accredited laboratory.

S. 6.3 Third Party Sampling Agency shall communicate the analysis result of the sample within 07 working days (considering 05 working days in a week) (excluding the day of sample collection) from the date of collection of the sample to the coal company and the Consumer through 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 the Third Party Agency.

Third Party Agency will also provide excel sheet of all the samples analyzed by them and facilitate auto updation of results and integration of THIRD PARTY AGENCY coal sampling portal with coal quality portal of CIL. Third Party Agency is to develop online tracking system for all event of sampling and its analysis activities which is accessible to both the coal company and the consumer.

S.6.4 Double Blinding of samples: Third Party Agencies have to ensure software system based double blinding of coal samples before sending the same for analysis in NABL laboratories.

S.6.5 Analysis through Automatic Bomb Calorimeter with print out facility

Analysis through Automatic Bomb Calorimeter with print out facility shall be done without manual intervention and necessary records will be kept by Third Party Agency. Third Party Agency shall communicate the analysis result of the sample within 7 working days (considering 5 working days a week) from the date of collection of sample, to the Coal Company and Consumer through email/fax/ other electronic mode followed by hard copy. Additionally, Third Party shall also provide results of analysis to respective coal companies (HQ/ Area) in Excel format for online updation of records. Third Party Agency shall also provide means to seamlessly transfer data to any ERP/ software of CIL/Coal Company.

S. 6.6. Precision/Adherence to Timeline/Non Collection of Samples/Penalty:

Precision: In every sample involving referee analysis, the Bomb Calorimeter GCV value of referee sample analysis should be within the precision of (+/-) 65 Kcal/Kg compared to the Bomb Calorimeter GCV value of initial analysis of that sample.

For every such sample, where the difference of Bomb Calorimeter GCV value of referee sample analysis and Bomb Calorimeter GCV value of Third Party Agency sample analysis exceeds the above tolerance limit, no sampling charges shall be payable for that sample for both the Third Party Agency sampling and the referee sampling.

In case the above variation exceeds beyond 5 % of total number of referee samples that are challenged in a month, it shall be construed unsatisfactory performance on the part of the Third Party Agency. In the event, the variation occurs in more than four months in a continuous period of one year (12 months), it shall form ground for non-extension or termination of the Agreement.

The timeline for submission of result within 07 working days by the THIRD PARTY AGENCY is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table:

Sr. No.	Delay (in Days)	Penalty
1.	1-2	5% of the total amount for that despatch
2.	3-5	20% of the total amount for that despatch
3.	6-10	50% of the total amount for that dispatch
4.	>10 days	100% of the total amount for that despatch

S 6.7 Referee Sample shall be retained in double sealed condition in tamper proof steel bottles with one time seal arrangement, duly signed by the representative of Coal Company and the representative of Consumer along with the signature of Third Party Sampling agency representatives and kept in safe custody at the loading point by the Third Party Sampling agency for 30 days from the date of sample collection. For the safe custody of referee sample, locker of Godrej, or equivalent make shall be provided by Coal Company at loading end. If it fails to do so, the same will be provided by Purchaser within reasonable time to avoid tampering of referee sample. The locker will be under surveillance of CCTV on real time. The findings of the referee sample shall be binding on all the parties for commercial purposes. Third Party Agency will make necessary arrangements for analysis of referee sample, the cost of which will be borne by the challenging party. Other parties may witness transportation and analysis of referee sample.

S. 6.8 Raising of Dispute

The party challenging the result will send email (for referee challenge) in reply to Third Party Agency results within 07 (seven) days of the receipt of the THIRD PARTY AGENCY result with a copy of mail to the other party.

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.

Referee sample shall be sent to any one of the six designated Government laboratories i.e. Central Power Research Institute - Bangalore, CSIR-IMMT - Bhubaneswar, NML - Jamshedpur, CSIR-NIEST – Jorhat, CSIR-IICT Hyderabad, IEST - Shibpur or any other Government laboratory that may be designated for this purpose in future. However, the choice of referee laboratory out of those empaneled, shall be done on random basis. The payment towards referee analysis will be borne by party challenging the result.

Third Party Agency will process the request of referee sample analysis on fortnightly basis and dispatch the referee samples to referee labs on priority with advance intimation to both Coal

Company & Consumer.

Third Party Agency will make the list of disputed cases received from Coal Company or Consumer for Referee analysis during each fortnight of the month. Third Party Agency shall notify Coal Company and Purchaser the date of coding and complete the same on scheduled date and arrange transportation of the referee samples to designated referee labs. Third Party Agency will send the disputed samples for analysis to the referee laboratories by 7th day of next fortnight. In all such cases, the amount will be reimbursed by the Coal Company / Purchaser, as the case may be, within a period of one-month after raising of bills by Third Party Agency. Coal Company and Purchaser may witness transportation and analysis of referee sample. Findings of the referee lab shall be final and binding on all the parties for commercial purposes.

The Third Party Agency shall take necessary steps to obtain results of referee samples from the designated referee labs within 07(Seven) days from the date of receipt of the samples by the designated lab. The Third Party Agency shall decode the Referee Results received from the designated laboratories and communicate the same to the Coal Company and Purchaser within 5 days of its receipt. Non-adherence of the timeline by third party shall attract penalty as per the following table:

Sr. No.	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 dispatch
4.	>10 days	20% of the total amount for that dispatch

For the sample(s), where the difference in Bomb Calorimeter GCV value of referee analysis and Bomb Calorimeter GCV value of Third Party Agency sample analysis exceeds the tolerance limit of +/- 65 kcal/kg GCV as specified under BIS norms, no sampling charges shall be payable to the Third Party Agency for both the THIRD PARTY AGENCY sampling analysis as well as towards referee sampling charges.

In case such variations exceeds beyond 5% of total number of referee samples challenged in a month, it shall be construed unsatisfactory performance on the part of THIRD PARTY AGENCY. Occurrence of the same during more than four (4) months in a continuous period of one (1) year (12 months) shall form sufficient ground for non-extension/ termination of this Tripartite Agreement.

The third party will take all possible care while doing analysis and sampling at loading ends so as to ensure that referee samples do not exceed 5 % of total number of gross samples collected in a month. If the percentage referrals exceeds this limit for two months during a year, the performance of Third Party Agency will be treated as unsatisfactory.

Non collection of samples: In case any consignment goes unsampled due to the failure of the Third Party Agency, double the rate of sampling charge on unsampled quantity shall be imposed as penalty on Third Party Agency towards its failure.,.

Others: If any consignment goes unsampled due to hurdles/problems created by any party brought out in writing by THIRD PARTY AGENCY, concerned Party will take corrective action to avoid re-occurrence. However, if both Seller and Purchaser agree in writing that THIRD PARTY AGENCY deliberately did not carry out sampling despite prior information to THIRD PARTY AGENCY, a panel

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cost equivalent to double the cost of sampling of consignment would be recovered from the third party.

At any point of time, if a person engaged by THIRD PARTY AGENCY is reported to be involved in some illegal/ nefarious activity, THIRD PARTY AGENCY would remove such person forthwith, under intimation to both Seller and the Purchaser.

S. 7.0 FORCE MAJEURE

Neither Coal Company, Consumer nor Third Party Agency shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency 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 month of such occurrence or cessation. If the force majeure conditions continue beyond six months the parties shall then mutually decide about the future course of action.

S.8.0 EFFECTIVE DATE AND TERMINATION OF THE TRIPARTITE AGREEMENT

S.8.1 This Tripartite Agreement shall be deemed to have come into effect w.e.f. _____ or the date of signing of the Agreement as the case may be (strike out which is not applicable).

S.8.2 During the tenure of the agreement parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a two months' notice in writing to the defaulting party. Failure of either of the parties to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

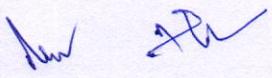
S.8.3 In the event of termination of the Agreement vide clause S.8.2, the rights and obligations of the parties thereto shall be settled through mutual discussion. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

S. 8.4. Cancellation of Empaneled Contractors

The empanelment of Third Party Agency shall be cancelled in case contractual, commercial, technical or statutory performance of the contractor/ Third Party Agency do not meet the project specific stipulation, or in case of abandoning of allotted work, or delay in completion of work and handing over of fronts to other agencies by the Third Party Agency or bankruptcy or activities detrimental to the objects herein. The decision of CIL in this regard shall be final and binding on the contractor/ Third Party Agency.

8.5 Termination: The empanelment of the THIRD PARTY AGENCY may be terminated at any time in the following cases;

- (a) If the Third Party Agency obtains the empanelment on the basis of false information/false statement.
- (b) If the Third Party Agency does not take up the ACTIVITY in terms of the agreement
- (c) If performance of the Third Party Agency is not found satisfactory.



(d) If any fraud / embezzlement is detected subsequently and not reported by THIRD PARTY AGENCY

(e) Suppressing information regarding conflict of interest

(f) If Third Party Agency is declared insolvent by the Competent

(g) If the Third Party Agency commits material breach of the contract

In case of change of name of the Third Party Agency without change of constitution / partners, the same shall be intimated along with proof of such change to CIL and Coal Company 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.

8.6. MANDATORY SUBMISSION OF BOMB CALORIMETER PRINTOUTS

Third Party Agency must furnish print out of Bomb Calorimeters test results along with the statement. The print out should corroborate individual test results as mentioned in the analyzed sample result statement of Third Party Agency analysis as well as referee analysis.

9. Detailed Modality of Sampling

PROCEDURE FOR THIRD PARTY SAMPLING AND ANALYSIS FOR POWER CONSUMERS

1. APPOINTMENT OF THE THIRD PARTY AGENCY

The Third Party Agency will be selected randomly from the list of empaneled THIRD PARTY AGENCYS . and notified by CIL from time to time for conducting the sampling and analysis at the Loading/Dispatch Points. The cost of sampling and analysis by THIRD PARTY AGENCY at the Loading Points shall be shared on 50:50 basis by the respective Coal Company (Seller) and the Consumer (Purchaser).

2. DETAILED MODALITIES FOR THIRD PARTY SAMPLING FOR POWER CONSUMERS

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

2.1 General

- a) In order to commence third party sampling, a tripartite agreement will have to be signed amongst the Seller (First Party), the Purchaser (Second Party) and the THIRD PARTY AGENCY (Third Party). The format of tripartite agreement shall be provided by the Coal Company. Detailed terms and condition of THIRD PARTY AGENCY engagement / work including Referee SOP shall be in accordance with Tripartite Agreement.
- b) Collection and preparation of samples shall be witnessed only by the authorized representatives of Coal Company and Purchaser. In case the authorized representative of either party is not present or does not witness the sample collection and preparation activities, the said work shall be done by Third Party Agency in their absence, absence and/or failure to witness shall not be considered as a ground for disputing the result by either party. At any point of time, only one authorized representative each from Coal Company's side and

Purchaser's side shall be allowed to be present during the sample collection and preparation activities.

- c) The THIRD PARTY AGENCY shall communicate the analysis result(s) of the sample(s) to the Seller and Purchaser within seven (7) working days (considering 5 working days a week) from the date of sample collection. The Coal Company/Purchaser may raise dispute if any, against the findings of the THIRD PARTY AGENCY within seven (7) days after the submission of the analysis result(s), excluding the date of submission of the analysis results by the THIRD PARTY AGENCY.

2.2 Collection of Samples by the Third Party Agencies:

Samples of coal shall be collected by the Third Party Agency from the Loading Points as given below:

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

- a) Rake-wise, grade-wise and TPS-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by rail.
- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Consumer wise) loaded from the respective Delivery Point 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 no. of sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. One 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, Third Party Agency shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

2.2.2 Collection of Samples of Coal Dispatches 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 dispatch point(s).
- b) The first truck for Third Party Agency 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 Third Party Agency 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 6 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 paragraph 2.2.2 (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.

2.2.3 Collection of Samples from Conveyor Belt/Ropeways/Pipelines

- 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
- c) One lot, which needs to be divided into a no. of sub-lots for the purpose of sampling. No. 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, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser depending on the running time of the conveyor and the qty that passes in a day)

- a) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
- b) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approximately 5kg per increment
- c) Any stone/shale of size more than that indicated in Schedule (of FSA) shall be removed/discarded from the sample.
- d) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

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2.3 Preparation of laboratory samples

- 2.3.1 The gross sample collected at the loading end by the Third Party Agency shall be divided into two portions. One portion (one fourth of the gross sample) called Part – 1 shall be used for analysis of Total Moisture and the other portion (three fourth of the gross sample) called Part – 2 for determination of ash, moisture and GCV on Equilibrated Basis.
- 2.3.2 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.
- 2.3.3 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212 μ (micron) IS sieve for determination of ash, Equilibrated Moisture (at 40°C and 60% RH) and GCV. Due care shall be taken by the THIRD PARTY AGENCY to ensure that the final lab sample is essentially in (-) 212 μ size before the same is collected from the loading point(s) so that no further sieving or pulverizing is warranted at the laboratory before analysis. Final Lab sample shall not be handed over by the THIRD PARTY AGENCY in size other than that of (-) 212 μ IS sieve.
- 2.3.4 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 the Third Party Agency to NABL-Accredited Laboratory for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40°C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable
 - (b) Set-II of the sample shall be handed over by the THIRD PARTY AGENCY to the Seller.
 - (c) Set-III of the sample shall be handed over by the THIRD PARTY AGENCY to the Purchaser.
 - (d) Set – IV of the sample called as Referee Sample shall be sealed jointly by the THIRD PARTY AGENCY in presence of authorized representatives of Seller and Purchaser and shall be kept in the custody of the THIRD PARTY AGENCY at the Delivery Point (Loading Point) under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by THIRD PARTY AGENCY and the authorized representative of Coal Company and Purchaser 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 THIRD PARTY AGENCY. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by the THIRD PARTY AGENCY in a tamper-proof manner, to the satisfaction of Seller and Purchaser, to the referee lab from the loading points. The Seller and Purchaser can exercise the liberty to accompany the THIRD PARTY AGENCY to the referee laboratory at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph 2.3.6 below. (Double-blinding)
- 2.3.5 Samples shall be collected, packed and transported by the Third Party Agency to the sample preparation site(s) at the loading points in such a manner so as to make them tamper-proof to the satisfaction of both the Coal Company and Purchaser for which

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detailed procedure may be worked out at the Delivery Point (Loading Point) jointly by representatives of the Seller, Purchaser and THIRD PARTY AGENCY.

- 2.3.6 In the event that a dispute is raised by the relevant parties within the time period stipulated at paragraph 2.1(c) above, the referee sample shall be analyzed by randomly selected from the list of designated government laboratory (other than the laboratory at which the original sample has been analyzed by a Third Party Agency). The analysis cost of the referee sample shall be borne by the challenging / disputing parties. The non-disputing party may witness transportation and analysis of referee sample to the above mentioned government laboratory of their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding for Purchaser and Coal Company.
- 2.3.7 Notwithstanding anything to the contrary contained herein the analysis results communicated by the Third Party Agency or the government laboratory under paragraph 2.3.4 (a) and paragraph 2.3.6 respectively, shall be binding only with respect to the samples of Coal collected for a particular day and shall not impact any past / future supply of the Contracted Grade of Coal made / to be made to the Purchaser in accordance with the terms of this Agreement

2.4 Records of Samples / Third Party sampling

- 2.4.1 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 the Third Party Agency. Coal samples shall be analyzed only at an NABL-accredited coal testing laboratory owned by THIRD PARTY AGENCY or at NABL- accredited coal testing laboratory of subsidiary companies of CIL.
- 2.4.2 Name of the colliery / Siding / Purchaser, date of collection and other identification details (eg. Rake no. in case of rail supply etc.) shall be properly recorded by the Third Party Agency and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.
- 2.4.3 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 Third Party Agency or referee analysis, as the case may be shall be prepared by the THIRD PARTY AGENCY and submitted to the Seller and Purchaser 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 the Third Party Agency to (i) the General Manager (Quality Control) of the Seller or his representative; and (ii) the representatives of the Purchaser.

3. Analysis of sample(s)

- 3.1 Total Moisture determination shall be done by the THIRD PARTY AGENCY at the nearest laboratory of the Seller and remaining tests/analysis for determination of moisture, ash, GCV on Equilibrated Basis shall be done by the THIRD PARTY AGENCY at NABL-accredited laboratory owned by THIRD PARTY AGENCY or at NABL-accredited coal testing laboratory of subsidiary companies of CIL

- 3.2 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)-1984 for determination of Total Moisture, Equilibrated Moisture, Ash and Volatile Matter and as per latest version of IS 1350 (Part-II), 1970 for determination of GCV.

Note: In case of joint sampling, similar procedure for collection, preparation and analysis of coal sample as stated above will remain applicable with necessary changes mutatis-mutandis as illustrated below:

- i. Sample will be collected and prepared by Seller's facilities.
- ii. The final laboratory sample will be divided into two parts. First part Set-I of sample will be analyzed by seller and second part Set-II will be kept for referee analysis.
- iii. Analysis of the sample will be done in Seller's laboratory.
- iv. Cost of sampling and analysis will be borne by the seller, so there will be no requirement of sharing of cost of sampling between seller and purchaser.
- v. Cost of referee sample analysis in a designated Government Laboratory including cost of transportation of sample will be borne by the disputing party.
- vi. Purchaser shall associate / witness in throughout the collection, preparation and analysis. However, absence and / or failure of Purchaser(s) to associate / witness shall not be considered as a ground for disputing the process.

PROCEDURE FOR THIRD PARTY SAMPLING FOR NON- POWER SECTOR

4. THIRD PARTY AGENCY (THIRD PARTY AGENCY) UNDER DIFFERENT MODES OF SUPPLY

4.1 Third Party Agency for dispatches by Rail / Conveyor Belt/Rope Way/Pipeline

4.1.1. In case of off-take of the Contracted Grade of Coal *via* Rail / Conveyor Belt / Rope Way / Pipeline, the Purchaser may choose a third-party agency to conduct the third-party sampling from list of independent third parties provided by CIL from time to time.

4.1.2 The third-party agency chosen randomly shall conduct the third-party sampling throughout the Term / Period as applicable, provided that the Purchaser may change (on reasonable grounds) the third-party agency chosen by it with prior written approval of the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third-party agency the Purchaser shall have the option to:

- (a) terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third-party sampling at any time during the remainder of the Term **or**
- (b) to continue the arrangement for third party sampling for the remainder of the Term with the existing third-party agency chosen by it.

4.1.3 Third party sampling shall be done at the Delivery Point and the costs in this regard shall be borne equally by the Purchaser and the Seller.



4.2 Third Party Agency for dispatches by Road

In case of off-take of the Contracted Grade of Coal *via* road mode, the Seller shall choose third party agency to conduct the third-party sampling from list of independent third parties provided by CIL from time to time. It is clarified, that the Seller shall have the sole discretion and right to replace, substitute or change the third-party sampling agency chosen by it.

The third-party agency chosen by the Seller shall conduct the third-party sampling throughout the Term / Period as applicable, provided that the Purchaser may make a written request (on reasonable grounds) to the Seller to change the third party agency chosen by the Seller. In the event that the Seller does not accept the request of the Purchaser for change in the third party agency, the Purchaser shall have the option to:

terminate the arrangement for third party sampling availed by it hereunder, in which case, the Purchaser shall not be entitled to resume the third-party sampling at any time during the remainder of the Term **or**

to continue the arrangement for third party sampling for the remainder of the Term with the existing third party agency chosen by the Seller.

Third party sampling shall be done at the Delivery Point and the costs in this regard shall be borne equally by the Purchaser and the Seller.

5 DETAILED MODALITIES FOR THIRD PARTY SAMPLING

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

5.1 General

- a) In order to commence third party sampling, a tripartite agreement will have to be signed amongst the Seller (First Party), the Purchaser (Second Party) and the THIRD PARTY AGENCY (Third Party). The format of tripartite agreement shall be provided by the Seller. Detailed terms and condition of THIRD PARTY AGENCY engagement /work including Referee SOP/ sharing of cost of sampling etc. shall be in accordance with Tripartite Agreement.
- b) Collection and preparation of samples may be witnessed only by the authorized representatives of Seller and Purchaser. In case the authorized representative of either party is not present or does not witness the sample collection and preparation activities, the said work shall be continued by THIRD PARTY AGENCY irrespective of non-witnessing by either party. Absence and / or failure to witness shall not be considered as a ground for disputing the result by either party. At any point of time, only one authorized representative each from Seller's side and Purchaser's side shall be allowed to be present during the sample collection and preparation activities.
- c) The THIRD PARTY AGENCY shall communicate the analysis result(s) of the sample(s) to the Seller and Purchaser within five (05) days from the date of sample collection. The Seller/ Purchaser may raise dispute if any, against the findings of the THIRD

PARTY AGENCY within seven (7) days after the submission of the analysis result(s), excluding the date of submission of the analysis results by the THIRD PARTY AGENCY.

5.2 Collection of Samples by the Third Party Agency

Samples of Coal shall be collected by the Third Party Agency from the Delivery Point as follows:

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

- a) Rake-wise, grade-wise and consumer-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by rail.
- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Consumer wise) loaded from the respective Delivery Point during the day shall be pooled together to form a gross sample for the day.
- c) Each Rake shall be divided into a no. of sub-lots in a manner that the quantity of Coal / number of wagons in such sub-lots is more or less equal. One 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/ 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 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 leveled and at least 25 cm of Coal from the surface shall be removed / scrapped and the place will be leveled 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 ---- shall be removed / discarded from the sample;

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- 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, THIRD PARTY AGENCY shall ensure that the power supply in the overhead traction is essentially switched off before commencement of sample-collection process from loaded wagons.

5.2.3 Collection of Samples of Coal Dispatches by Road:

5.2.3.1 Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective dispatch point(s) only

from the trucks of the purchaser (s) who have opted for third party sampling ("**Purchasers Opting for Sampling**") in the manner specified below.

5.2.3.2 The first sample of Coal shall be collected from the first truck at the Delivery Point belonging to a Purchaser Opting for Sampling. Once a sample is collected from the first truck as stipulated above, samples of Coal shall be collected from every 8th (eighth) truck after the truck from which the first sample has been collected. In the event that such 8th (eighth) truck does not belong to a Purchaser Opting for Sampling, then the next truck belonging to a Purchaser Opting for Sampling shall be deemed as the 8th (eighth) truck and a sample shall be collected from such truck. The same process shall be repeated for every 8th truck thereafter.

5.2.3.3 The sampling spot at the top of the loaded truck, selected randomly will be leveled and at least 25 cm of Coal surface shall be removed / scrapped from the top and the place will be leveled for an area of 50 cm by 50 cm for collection of sample.

5.2.3.4 About 30 kg of the sample shall be collected from each truck by drawing 6 increments of approx. 5 kg each with the help of shovel / scoop.

5.2.3.5 All the samples collected from source wise, grade wise from every 8th truck in accordance with paragraph 2.2.2(b) as above on daily basis shall be mixed together to form a gross sample.

5.2.3.6 Any stone/shale of size more than that specified in Schedule ----- shall be removed / discarded from the sample.

5.2.4 Collection of Samples of coal from Conveyor Belt / Ropeway / Pipelines:

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

b) The quantity that passes over the conveyor (directly or through rope way / pipeline) in a day (00 hrs to 24 hrs) constitutes one lot, which needs to be divided into a no. of sub-lots for the purpose of sampling. No. 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

For example:

- i) If the qty 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, i.e. 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, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser 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 approx. 5kg per increment
 - e) Any stone / shale of size more than that indicated in Schedule ----- 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.

5.3 Preparation of laboratory samples

- 5.3.2 The gross sample collected at the loading end by the THIRD PARTY AGENCY shall be divided into two portions. One portion (one fourth of the gross sample) called Part – 1 shall be used for analysis of Total Moisture and the other portion (three fourth of the gross sample) called Part – 2 for determination of ash, moisture and GCV on Equilibrated Basis.
- 5.3.3 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 (latest version) shall be followed.
- 5.3.4 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212 μ (micron) IS sieve for determination of ash, Equilibrated Moisture (at 40°C and 60% RH) and GCV. Due care shall be taken by the THIRD PARTY AGENCY to ensure that the final lab sample is essentially in (-) 212 μ (micron) size before the same is collected from the loading point(s) so that no further sieving or

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pulverizing is warranted at the laboratory before analysis.

5.3.5 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:

5.3.5.1 Set – I shall be taken by the Third Party Agency to a NABL Accredited Laboratory for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40⁰ and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable;

5.3.5.2 Set-II of the sample shall be handed over by the Third Party Agency to the Seller

5.3.5.3 Set-III of the sample shall (i) in case of mode other than road, be handed over by the Third Party Agency to the Purchaser; and (ii) in case of road mode, be handed over in equal portions to all of the Purchasers Opting for Sampling on that particular day; and

5.3.5.4 Set – IV of the sample called Referee Sample shall be sealed jointly by the Third Party Agency . in the presence of the authorized representatives of each of the Parties (in case of mode other than road) or representatives of each of the Purchasers Opting for Sampling (in case of road mode), as the case may be, and shall be kept in custody of the THIRD PARTY AGENCY at the Delivery Point (loading point) under proper and good quality lock and key arrangement. The referee sample shall be retained in double sealed condition (duly signed by the Third Party Agency and the authorized representative of the Parties or the representatives of the

Purchaser Opting for Sampling, as the case may be) for minimum 30 (thirty) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by THIRD PARTY AGENCY. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by the THIRD PARTY AGENCY in a tamper proof manner, to the satisfaction of Seller and Purchaser(s), to the referee lab from the loading points. The Seller and Purchaser (s) can exercise the liberty to accompany the THIRD PARTY AGENCY to the referee laboratory at their own expenses.

5.3.6 Samples shall be collected, packed and transported by the THIRD PARTY AGENCY to the sample preparation site(s) at the loading points in such a manner so as to make them tamperproof to the satisfaction of both the Seller and Purchaser (s) for which detailed procedure may be worked out at the Delivery Point (Loading Point) jointly by representatives of the Seller, Purchaser(s) and THIRD PARTY AGENCY.

5.3.7 In the event that a dispute is raised by the party(ies) within the time period stipulated at paragraph 2.1(c) above, the referee sample shall be analyzed by a government laboratory (other than the Laboratory at which the original sample has been analyzed by a Third Party Agency). The analysis and transportation cost of the referee sample shall be borne by the challenging / disputing parties. The non-disputing party(ies) may witness transportation and analysis of referee sample to the above mentioned government laboratory of their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding only on the challenging / disputing parties and the non-disputing parties shall be bound by the findings of the Third Party Agency.

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5.4 Analysis of sample(s)

- 5.4.2 Total Moisture determination shall be done by the THIRD PARTY AGENCY at the nearest laboratory of the Seller and remaining tests / analysis for determination of moisture, ash, GCV onequilibrated basis shall be done by the THIRD PARTY AGENCY at an NABL-accredited coal-testing laboratory owned by THIRD PARTY AGENCY or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.
- 5.4.3 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)-1984 for determination of Total Moisture, Equilibrated Moisture, Ash and Volatile Matter and as per latest version of IS 1350 (Part-II), 1970 for determination of GCV.

6.0 Records of Samples/ Third Party Sampling

6.1.1 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 the Third Party Agency for identification and reconciliation of the analysis results. Coal samples shall be analyzed only at an NABL-accredited coal-testing laboratory owned by THIRD PARTY AGENCY or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.

6.1.1. Name of the colliery /Siding / Purchaser, date of collection and other identification details (eg. Rake no. in case of rail supply etc.) shall be properly recorded by the Third Party Agency and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.

6.1.2 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 Third Party Agency or referee analysis, as the case may be, shall be prepared by the THIRD PARTY AGENCY and submitted to the Seller and Purchaser (s) 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 the Third Party Agency to (i) the General Manager (Quality Control) of the Seller or his representative; and (ii) the representatives of the Purchaser (in case of mode other than road) or the representatives of all the purchaser(s) who have requested for third party sampling (in case of road mode), as applicable.

NOTE: In case of joint sampling, similar procedure for collection, preparation and analysis of coal sample as stated above will remain applicable with necessary changes mutatis-mutandis as illustrated below;

- i. Sample will be collected and prepared by Seller's facilities.
- ii. The final laboratory sample will be divided into two parts. First part Set-I of sample will be analyzed by seller and second part Set-II will be kept for referee analysis.
- iii. Analysis of the sample will be done in Seller's laboratory .
- iv. Cost of sampling and analysis will be borne by the seller, so there will be no

requirement of sharing of cost of sampling between seller and purchaser.

- v. Cost of referee sample analysis in a designated Government Laboratory including
- vi. cost of transportation of sample will be borne by the disputing party.
- vii. Purchaser shall associate / witness in throughout the collection, preparation and analysis. However, absence and / or failure of Purchaser(s) to associate / witness shall not be considered as a ground for disputing the process / results.

S.9.0 CONFIDENTIALITY

The information, documents and data that shall come within the command/knowledge of Third Party Agency in course of the work/ACTIVITY shall be confidential and the same shall not be used by the Third Party Agency 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.

S.10.0 NOTICES

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

S.11.0 AMENDMENTS TO THE AGREEMENT

No amendment or modification of this agreement shall be valid unless the same is made in writing by all the three 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.

S. 12.0 ASSIGNMENT OF THE AGREEMENT

The rights or/and 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.

S. 13.0 DISPUTE RESOLUTION:

Disputes will be resolved amicably by the parties. In case, the parties fail to resolve the dispute arising under the Agreement or in connection therewith (except as to matters the decision of which is specially provided under this Agreement) within a period of 30 days of service of dispute notice, the same shall be subject to the jurisdiction of competent court under whose jurisdiction the dispute has fallen.

SEAL OF PARTIES

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

<p>For and on behalf of Coal Company Signature</p> <p>Name: Designation:</p> <p>Seal _____</p>	<p>For and on behalf of (Consumer)</p> <p>Name: Designation:</p> <p>Seal _____</p>	<p>For and on behalf of Third Party Agency</p> <p>Name: Designation:</p> <p>Seal _____</p>
<p>Witnesses: (Name & Address)</p> <p>1. _____</p> <p>2. _____</p> <p>Date: _____</p>	<p>Witnesses: (Name & Address)</p> <p>1. _____</p> <p>_____</p> <p>2. _____</p> <p>_____</p> <p>Date: _____</p>	<p>Witnesses: (Name & Address)</p> <p>1. _____</p> <p>_____</p> <p>2. _____</p> <p>_____</p> <p>Date: _____</p>

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