



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्न कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)

विपणन एवं विक्रय
Marketing & Sales

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CIN - U10100MH1975GOI018626

Ref: NGP/WCL/M&S/Comml./

211

Date: 27.06.2022

NOTICE

Amendments in the Fuel Supply Agreement executed with Non-Regulated sector

The FSA under clause 21.1 provides that the Agreement shall stand amended or modified pursuant to any modifications thereof as may be issued in writing or notified by the Seller or as may be entered into in writing by the Parties. CIL vide various notices has issued various modalities and amendments in the provisions of the Fuel Supply Agreements executed with FSA holders of non-power / non-regulated sector. The compendium of notifications as on CIL's website since 2016 are as mentioned below:

Amendments relating to Third Party Sampling
1. No. CIL/C4B/Third Party/13 dt 07.01.2018
2. No. CIL/M&S/NewPol/47252/664 dt 20.12.2018
3. No. CIL/M&S/NewPol/47252/338 dt 18.07.2019
Amendments relating to change in name/ control
1. No. CIL/M&S/47252(NewPol)/127 dt 18.03.2020
2. No. CIL/M&S/47252(NewPol)/261 dt 27.07.2020

In terms of the clause No. 21.1 of the FSA, the modified provisions shall be integral part of the concerned FSAs with effect from the date of notification of the same by CIL.


Encl: As above

General Manager (M&S)

d sg

Copy to:

1. GM(System), WCL: with a request to host the notice on WCL website
2. Chief Manager (Finance/SA)
3. All Sectional Heads, M&S Deptt., WCL HQ
4. Notice Board

<p>कोल इंडिया लिमिटेड विक्रय तथा विपणन विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700 156 फोन: 033-23244214, फैक्स: 033-23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm@coalindia.in वेबसाइट : www.coalindia.in</p>		<p>COAL INDIA LIMITED SALES AND MARKETING DEPARTMENT</p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : gmsnm@coalindia.in WEBSITE : www.coalindia.in</p>
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No. CIL/M&S/New Pol/ 472521664

Date: 20.12.2018

To
The GM/HOD(M&S)
ECL/CCL/BCCL/SECL/WCL/MCL/NCL.
GM, NEC.

Sub: Amendments providing for third party sampling in various models of FSAs for Non-power sector.

Dear Sir,

Third party sampling facility was extended to all consumers as per the decision of 353rd CIL Board held on 18 & 19.12.2017.

In pursuance to the aforesaid decision of CIL Board enabling clauses for third party sampling in Fuel Supply Agreements (FSAs) where it did not exist have been provided. Certain modifications have been made for uniformity in third party sampling related clauses of model FSAs for non regulated sector (NRS) under Linkage Auction and High Demand FSA model (existing and LOA route) in which the third party sampling provisions already exist. Modifications are enclosed as under:


- a) For Model FSAs for non-regulated consumers for low, medium and high demand (existing and LOA route) **Annx. I**
- b) For NRS Model FSAs for Linkage Auction (all sub sectors under all tranches). - **Annx. II**

Enclosed modifications are applicable for all existing FSAs including future non- power FSAs till further modifications if any. This issues with approval of competent authority.

The above is for kind information and further needful including notifying on respective websites.

Encl: as above.

Yours faithfully,


General Manager (M&S)

Copy to:

Director (Marketing), CIL.

HOD (Finance -M&S)

GM (Systems), CIL - with a request to arrange for hosting the above on CIL's website under the link 'Our Business' > 'Marketing & Sales' in NCDP- FSA tab and Auction of linkages of non-regulated sector tab.
M/s MSTC Ltd.- With a request to upload Annexure II in Linkage Auction NRS notification/FSA platform.

MODIFICATIONS/ADDITIONAL CLAUSES IN NON- POWER FSAs ENABLING THIRD PARTY SAMPLING

EXISTING CLAUSES	MODIFIED CLAUSES
<p>FSA - LOW DEMAND < 50,000 tpa (Model FSAs for Existing & LOA route consumers)</p>	
<p>1 r) - not existing (existing consumers) 1 x)- not existing (LOA route consumers)</p>	<p>1.Definitions: " Third Party Agency" shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2</p>
<p>5. <u>QUALITY:</u></p> <p>The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the coal. Complaint, if any, shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to Colliery/Area authorities for remedial action. Any such complaint shall be made at the colliery site/ Delivery Point.</p>	<p>5. <u>QUALITY:</u></p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p>5.2 <u>Third Party Sampling</u></p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p>

(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Schedule V, joint sampling and analysis shall be carried out by the Seller in presence of the Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in schedule V . However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

(iii)) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling for non- power consumers as per Schedule V , the said consignment will be treated in the manner as in case of buyers not desirous of third party sampling.

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.

(v) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.

5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/joint sampling/ referee lab as applicable.

5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV

	<p>bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.</p> <p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p>
<p>10.5 Modalities for Billing, Claims & Payment</p> <p>10.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 10.3 above.</p> <p>10.5.2 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year, by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>10.5.3 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>10.5 Modalities for Billing, Claims & Payment</p> <p>10.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 10.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>10.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of for the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable.</p> <p>In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit</p>

<p>10.5.4 Where a Party makes any payment to the other Party by a cheque, in the event of dishonor of such cheque for whatever reason, notwithstanding other remedies and consequences, the other Party shall have the right to discontinue/withdraw the facility of accepting payment by cheque.</p>	<p>in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 10.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 15, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>10.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>10.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p> <p>10.5.5 Where a Party makes any payment to the other Party by a cheque, in the event of dishonor of such cheque for whatever reason, notwithstanding other remedies and consequences, the other Party shall have the right to discontinue/withdraw the facility of accepting payment by cheque.</p>
<p><u>17. SCHEDULES/ANNEXURES</u></p>	<p><u>17. Schedules/Annexures</u> Schedule -V - Procedure for third party sampling for non- power sector inclusive of note on joint sampling.</p>

FSA - MEDIUM DEMAND, 50,000 to 4,00,000 tpa (Model FSAs for Existing & LOA route consumers)	
Existing	Modified
1 t) - not existing (existing consumers FSA model) 1 z)- not existing (LOA route consumers FSA model)	1.Definitions: "Third Party Agency" shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2
<p>5. QUALITY: (same for both existing and LOA route consumers)</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller shall, as far as possible, be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the coal.</p> <p>5.2 If the quality of the Coal supplied from the mines of the Seller i.e. the grade, as determined in terms of Clause 8 hereinafter, falls beyond the limits as specified in Schedule II, the Purchaser shall bring the same to the attention of the Seller by a Notice in writing for taking appropriate remedial action.</p>	<p>5. QUALITY:</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p>5.2 Third Party Sampling</p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p> <p>(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Schedule V, joint sampling and analysis shall be carried out by the</p>

	<p>Seller in presence of the Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in schedule V . However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.</p> <p>(iii) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling for non- power consumers as per Schedule V , the said consignment will be treated in the manner as in case of buyers not desirous of third party sampling.</p> <p>(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.</p> <p>(v) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.</p> <p>5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/ referee lab as applicable.</p> <p>5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.</p>
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	<p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p>
<p>8. DETERMINATION OF COAL QUALITY: (existing consumer)</p> <p>For determination of the quality of Coal supplied, the grade as declared by the Seller shall be reckoned as correct for all purposes. However, the Seller shall take all reasonable steps to remove stones, shales and extraneous matter before loading of coal. Complaint if any, on the matter of coal quality shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to Colliery/Area authorities for remedial action. The Purchaser shall be entitled to witness/complain regarding the quality of coal at the colliery end/loading point.</p> <p>8. DETERMINATION OF COAL QUALITY: (LOA route consumer)</p> <p>For determination of the quality of Coal supplied, the grade as declared by the Seller shall be reckoned as correct for all purposes. Complaint if any, on the matter of Coal quality shall be made by the Purchaser giving specific details of the</p>	<p>Deleted.</p>

<p>consignment to the CGM (S&M) / GM (S&M) of the Seller and also to colliery/area authorities for remedial action. Any complaint regarding quality of Coal shall be made at the colliery end/ Delivery Point.</p>	
<p>11.5 Modalities for Billing, Claims & Payment</p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above.</p> <p>11.5.2 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year, by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>11.5.3 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>11.5 Modalities for Billing, Claims & Payment</p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>11.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable.</p> <p>In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 11.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 16, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>11.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual</p>

	<p>reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>
<p><u>18. SCHEDULES/ANNEXURES</u></p>	<p>18. SCHEDULES/ANNEXURES</p> <p>Schedule -V - Procedure for third party sampling for non- power sector inclusive of note on joint sampling.</p>

<p>FSA - HIGH DEMAND > 4,00,000 tpa (Model FSA for existing and LOA route consumers)</p>	
<p>Existing</p>	<p>Modified</p>
<p>1 t) - (existing consumers FSA model) 1 z))- (LOA route consumers FSA model) "Third Party" : The agency appointed for collection, preparation and analysis of coal samples at loading points and relevant documentation.</p>	<p>1.Definitions: " Third Party Agency" shall mean the independent agency appointed for conduct of third party sampling in accordance with Clause 5.2.</p>
<p>5. QUALITY</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller shall, as far as possible, be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stone, shale and extraneous matters before the loading of the Coal.</p> <p>5.2 If the quality of the Coal supplied from the mines of the Seller i.e. the grade, as determined in terms of Clause 8 hereinafter, falls beyond the limits as specified in Schedule II, the same shall be dealt with in accordance with Clause 8.</p> <p>5.3 The Seller shall make adequate arrangements to assess the quality and monitor the same to endeavor that Coal having GCV less than 2200 KCal/kg is not loaded into Purchaser's containers</p> <p>5.4 The Purchaser shall inform the Seller all incidents of presence of oversized Coal, in terms of specifications laid down in Column - (iv) of Schedule -II, in any specific consignment, immediately on its detection at the Delivery Point and the Seller, shall take all reasonable steps to prevent such occurrence at his end.</p> <p>5.5 The Purchaser shall inform the Seller all incidents of presence of stones in any specific consignment immediately on its detection at the Delivery Point. The Seller shall, immediately take all reasonable steps to prevent such occurrence at his end.</p>	<p>5. QUALITY</p> <p>5. QUALITY:</p> <p>5.1 The quality of the Coal to be supplied from the mines of the Seller as far as possible shall be within the specifications as per Schedule-II to this Agreement. The Seller shall take all reasonable steps to remove stones above 250mm (in size), shale and extraneous matters before the loading of the coal. Complaint, if any, regarding the quality of coal shall be made by the Purchaser giving specific details of the consignment to the GM (M&S) of the Seller.</p> <p>5.2 Third Party Sampling</p> <p>5.2.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>5.2.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not desirous of availing the option of third party sampling shall give an undertaking to this effect.</p> <p>5.2.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.</p> <p>(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Schedule V.</p>

(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Schedule V, joint sampling and analysis shall be carried out by the Seller in presence of the Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in schedule V . However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

(iii)) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling for non- power consumers as per Schedule V , the said consignment will be treated in the manner as in case of buyers not desirous of third party sampling.

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 5.2.3(ii) or 5.2.3 (iii) shall be applicable as the case may be.

(v) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.

5.2.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by the Third Party Agency) as compared to the declared Grade of Coal, the Purchaser shall pay for the supplied grade of coal as per final analysis report of third party agency/joint sampling/ referee lab as applicable.

5.2.5 Notwithstanding the above, it is clarified that in case of coking coal, if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV

	<p>bands and the grade for such non-coking coal shall be established on the GCV band within which it falls.</p> <p>5.2.6 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.</p> <p>5.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, for all supplies against the FSA, the coal value in respect of the declared Grade of Coal and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.</p> <p>5.3, 5.4 & 5.5 deleted</p>
<p>8. DETERMINATION OF COAL QUALITY:</p> <p>8.1 In the event the Purchaser is desirous of availing third party sampling, such facility shall be allowed at the Delivery Point only and for the Coal produced from Seller's own sources and not for Imported Coal, if any. All such sampling and analysis for determination of Coal quality shall be done in accordance with the relevant BIS Standards and as prescribed under this Clause and Schedule V of this agreement.</p>	<p>Deleted.</p>

<p>8.2 The samples shall be drawn separately for supplies made, from each colliery, grade wise and the venue for collection of samples by the Third Party shall be Delivery Point. The detail of sampling / analysis procedures shall be appended by the Seller.</p> <p>8.3 The quality of the Coal to be supplied from the mines of the Seller shall be as far as possible within specifications as per Schedule-II to this Agreement. Complaint if any, on the matter of Coal quality shall be made by the Purchaser giving specific details of the consignment to the CGM (S&M) / GM (S&M) of the Seller and also to colliery/area authorities for remedial action. Any complaint regarding quality of Coal shall be made at the colliery end/ Delivery Point.</p>	
<p>11.5 <u>Modalities for Billing, Claims & Payment</u></p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. These bills, however, shall, where applicable, be finally revised and settled between the two Parties on the basis of analyzed grade of Coal in accordance with Clause 8.</p> <p>11.5.2 The Seller or the Purchaser, as the case may be, shall raise their respective claims arising out of quality determination of Coal through sampling and analysis forthwith. Such claim shall be settled within thirty (30) days thereafter.</p> <p>11.5.3 Further, the Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amount falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorised representative of the Seller and the Purchaser which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday</p>	<p>11.5 <u>Modalities for Billing, Claims & Payment</u></p> <p>11.5.1 The Seller shall raise and the Purchaser shall pay the bills for Coal supplies on Declared Grade basis in accordance with Clause 11.3 above. Necessary reconciliations shall be done between the Parties on the basis of the analyzed Grade of Coal in accordance with Clause 5.</p> <p>11.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the notified price of declared grade and notified price of for the supplied grade of coal as per the third party/Joint sampling/referee lab result as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable. In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual</p>

<p>or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>	<p>reconciliation statement under Clause 11.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 16, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>11.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.</p> <p>11.5.4 In the event of due date of any payment obligation under this Agreement falling on Sunday or a gazetted holiday, the next first working day shall be the effective due date for the purpose.</p>
<p>18. SCHEDULES/ANNEXURES - Schedule -V- Detailed Modalities for Third Party Sampling</p>	<p>18. SCHEDULES/ANNEXURES - Schedule -V- Procedure for Third Party Sampling for Non- Power Sector inclusive of note on joint sampling. (Existing Schedule V replaced by new Schedule V)</p>

ANNEXURE II

Modifications/Additional Clauses in Model FSA for supply of coal under NRS Linkage Auction

Model FSA for all sub sectors for all tranches	
EXISTING CLAUSES	MODIFIED CLAUSES
<p>4.4 Invocation/Forfeiture of Performance Security</p> <p>4.4.1 (b) in the event that the Purchaser fails to pay the costs of third party sampling in accordance with Clause 8.1.1 and Clause 8.2.1</p>	<p>4.1 Invocation/Forfeiture of Performance Security</p> <p>4.4.1(b) deleted.</p>
<p>8. METHOD OF ORDER BOOKING AND DELIVERY OF THE COAL</p> <p>8.1 Order Booking by Rail</p> <p>8.1.1 In terms of the notice issued by the Seller before the commencement of a month, the Purchaser shall submit a programme for supply of the Scheduled Quantity in writing to the Seller, as per the applicable railway rules and the Seller's notified procedures. The Purchaser shall also ensure compliance of the requirements under Clause 11. Thereafter, the Seller shall process for issuance of the consent of the programme.</p> <p><i>The Purchaser shall, at the time of submitting a programme for supply of the Scheduled Quantity in writing to the Seller in accordance with Clause 8.1.1, also pay 50% (fifty per cent.) of the costs (along with applicable taxes and statutory levies, if any) of the third party sampling for the Scheduled Quantity to the Seller, if applicable, as per the terms specified in Annexure VII. The Seller shall transfer the third party sampling costs received from the Purchaser to the Third Party Agency.</i></p> <p>8.2 Order Booking by Road</p> <p>8.2.1 The Seller shall notify the Purchaser of the monthly time schedule for order booking (by road) and advance payment and the</p>	<p>8. METHOD OF ORDER BOOKING AND DELIVERY OF THE COAL</p> <p>8.1 Order Booking by Rail</p> <p>8.1.1 In terms of the notice issued by the Seller before the commencement of a month, the Purchaser shall submit a programme for supply of the Scheduled Quantity in writing to the Seller, as per the applicable railway rules and the Seller's notified procedures. The Purchaser shall also ensure compliance of the requirements under Clause 11. Thereafter, the Seller shall process for issuance of the consent of the programme.</p> <p>8.2 Order Booking by Road</p> <p>8.2.1 The Seller shall notify the Purchaser of the monthly time schedule for order booking (by road) and advance payment and the Purchaser shall</p>

<p>Purchaser shall deposit 100% (one hundred per cent.) of the Advance Payment in the manner provided in Clause 8.2.2, for the Scheduled Quantity.</p> <p><i>The Purchaser shall, at the time of placing its order for the Scheduled Quantity in accordance with Clause 8.2.2, also be required to pay costs (along with its share of applicable taxes and statutory levies, if any) for third party sampling for the Scheduled Quantity to the Seller, if applicable, as per the terms specified in Annexure VII. The Seller shall transfer the third party sampling costs so received from the Purchaser to the Third Party Agency</i></p> <p>8.2.3 Subject to receipt of the Advance Payment along with the costs for third party sampling, if applicable, the Seller shall arrange to issue sale order(s)/delivery order(s) and shall also issue necessary loading programme / schedule from time to time. The Purchaser shall arrange to place the required number / type of trucks to lift the Contracted Grade of Coal as per such loading programme / schedule. The Seller shall ensure that the sale order / delivery order in favour of the Purchaser is prepared promptly upon receipt of a notice in this regard from the Purchaser and that the same reaches the Delivery Point/ weighbridge within 5 (five) working days of the last day specified in the notice for booking orders in terms of Clause 8.2.1.</p>	<p>deposit 100% (one hundred per cent.) of the Advance Payment in the manner provided in Clause 8.2.2, for the Scheduled Quantity.</p> <p>8.2.3 Subject to receipt of the Advance Payment the Seller shall arrange to issue sale order(s)/delivery order(s) and shall also issue necessary loading programme / schedule from time to time. The Purchaser shall arrange to place the required number / type of trucks to lift the Contracted Grade of Coal as per such loading programme / schedule. The Seller shall ensure that the sale order / delivery order in favour of the Purchaser is prepared promptly upon receipt of a notice in this regard from the Purchaser and that the same reaches the Delivery Point/ weighbridge within 5 (five) working days of the last day specified in the notice for booking orders in terms of Clause 8.2.1.</p>
<p>9. DETERMINATION OF COAL QUALITY</p> <p>9.1 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing, on the Signature Date, whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. In the event the Purchaser intimates the Seller that it is:</p> <p>(a) desirous of availing third party sampling by the Third Party Agency, such facility shall be</p>	<p>9. DETERMINATION OF COAL QUALITY</p> <p>9.1 Third Party Sampling</p> <p>9.1.1 The Third Party Sampling facility shall be extended as an option to the buyers.</p> <p>9.1.2 Notwithstanding anything to the contrary contained herein, the Purchaser shall be required to inform the Seller in writing on the Signature Date whether it proposes to avail third party sampling from a Third Party Agency in accordance with the terms hereof. Purchaser who is not</p>

allowed at the Delivery Point only and such third party sampling shall be undertaken throughout the Term in accordance with the procedure set out in **Annexure VII**. In the event that the Purchaser is desirous of availing third party sampling by the Third Party Agency and for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure set out in **Annexure VII**, the Purchaser may opt for joint sampling and analysis to be carried out by the Seller in presence of the Purchaser at the Delivery Point in accordance with such procedures as may be agreed upon between the Parties; and

- (b) not desirous of availing third party sampling, the Purchaser would not be entitled to avail the said facility at any time during the Term.

9.2 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, *throughout the Term*, the As Delivered Price in respect of the Contracted Grade of Coal delivered to it and shall not, in any way be entitled to benefit from or rely on the results of third party sampling availed by any other purchaser of Coal.

In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency) as compared to the Contracted Grade of Coal, the Purchaser shall pay the Notified Price (or the latest Indexed Notified Price, as the case may be) of the supplied Grade of Coal plus the Winning Premium of the supplied Grade of Coal, without factoring in royalty payments, taxes etc.

Illustration:

Contracted Grade	G6
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	2,280

desirous of availing the option of third party sampling shall give an undertaking to this effect.

9.1.3 In the event the Purchaser intimates the Seller that it is desirous of availing third party sampling by the Third Party Agency, such facility shall be allowed as per following conditions.

(i) The facility shall be extended at the Delivery Point only and such third party sampling shall be undertaken for the supplies against this FSA in accordance with the procedure for third party sampling for non- power consumers as per Annexure VII.

(ii) If for any reason whatsoever, the third party sampling cannot be conducted in accordance with the procedure for third party sampling for non-power consumers as per Annexure VII, joint sampling and analysis shall be carried out by the Seller in presence of the-Purchaser at the Delivery Point in accordance with the modalities for joint sampling as noted in Annexure VII. However failure of the purchaser to be present will not invalidate or be a ground for disputing the sampling and analysis carried out by the seller.

(iii) If for any reason whatsoever, the third party sampling/ joint sampling cannot be conducted in accordance with the procedure for third party sampling for non- power consumers as per Annexure VII , the said consignment will be treated in the manner as in case of buyers not desirous of third party sampling.

(iv) For commencement of third party sampling a Tripartite agreement shall be signed by the purchaser, seller and the third party within a time frame as decided mutually by the parties involved as per format available with coal company. Till such time 9.1.3(ii) or 9.1.3 (iii) shall be applicable as the case may be.

(v) 50% share of the cost of third party sampling shall be borne by the purchaser in terms of the tripartite agreement. Such payment shall be made by the purchaser directly to the third party agency.

Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	13.16
Actually Supplied Grade	G7
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	1,920
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	252.67
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	2,172.67

A similar procedure to calculate the applicable price will be followed in case of a downward variation in the Contracted Grade of Coal.

9.1.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency/joint sampling/referee lab as applicable) as compared to the contracted grade of coal, the winning premium shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of coal as illustrated below:

Illustration:

Contracted Grade	G6
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	2,280
Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	13.16
Actually Supplied Grade	G7
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	1,920
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	252.67
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	2,172.67

A similar procedure to calculate the applicable price will be followed in case of a upward variation in the Contracted Grade of Coal.

9.1.5 Purchaser who does not opt for third party sampling on the signature date may once exercise this option subsequently, any time during the term of the agreement. It is further provided that the purchaser opting for third party on either on signature date or subsequent date may be allowed to discontinue the arrangement subject to written consent of the buyer. However once the buyer opts out of third party sampling after availing it, he shall not be allowed to opt for third party sampling again in the entire term of the agreement.

9.1.6 Notwithstanding anything to the contrary contained herein, in the event that the Purchaser does not opt for third party sampling by a Third Party Agency, it shall be obligated to pay, the As Delivered Price in respect of the Contracted Grade of Coal delivered to it and shall not, in any way be entitled to benefit from or rely on the results of

third party sampling availed by any other purchaser of Coal.

In case of FSAs for coking coal, 9.1.4 shall be as under

9. DETERMINATION OF COAL QUALITY

9.1.4 In case of a variation of Grade of Coal (decided on the basis of third party sampling by a the Third Party Agency/joint sampling/referee lab as applicable) as compared to the contracted grade of coal, the winning premium shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of coal as illustrated below:

Illustration:

Contracted Grade	Washery Grade II
Notified Price/ Indexed Notified Price (Rs./ Tonne) (B)	3,210
Winning Premium at the time of auction (Rs./ Tonne) (C)	300
Winning Premium (in % terms at the time of auction) (D=C/B)	9.35
Actually Supplied Grade	Washery Grade III
Indexed Notified Price of Supplied Grade (Rs./ Tonne) (E)	2,750
Premium of Supplied Grade (Rs./ Tonne) (F=E*D)	257.01
Price Payable for G7 Grade (Rs/Tonne) (I = E+F)	3007.01

A similar procedure to calculate the applicable price will be followed in case of upward variation in the Contracted Grade of Coal.

Notwithstanding the above, it is clarified that if pursuant to the third party sampling by a Third Party Agency, the test results establish that the Grade of Coal supplied falls outside the categorization stipulated in Table I of the Ministry of Coal notification dated June 16, 1994, as modified from time to time, then the supplied coal shall be deemed to be non-coking coal. Such non-coking coal shall be graded on GCV bands and the grade for such non-coking coal shall be established

	<p>on the GCV band within which it falls. Accordingly, in such a case, the winning premium (insert in numbers)%⁶ [(insert in words) per cent.] shall be added on the notified price (or the latest Indexed Notified Price, as the case may be) of the supplied grade of non- coking coal.</p> <p>⁶ Note: It is clarified that the winning premium shall be rounded to the nearest second decimal.</p>
<p>12.5 Modalities for Billing, Claims and Payment</p> <p>12.5.2 The Seller or the Purchaser, as the case may be, shall raise their respective claims arising out of quality determination of Coal through sampling and analysis by a Third Party Agency forthwith. In the event of any such claim being made, the revised price computed as per the formula set out in Clause 9.2 shall be payable by the Purchaser or refunded by the Seller within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 12.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 17, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>12.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies <i>and for third party sampling</i> during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint</p>	<p>12.5 Modalities for Billing, Claims and Payment</p> <p>12.5.2 Credit/debit note, as the case may be, shall be raised by the concerned coal company towards the difference between the original price and the revised price computed as illustrated in Clause 9.2 as per the third party/Joint Sampling/referee lab result, as the case may be, within seven days after reconciliation of final results. In case of issue of Debit note, the differential price with all applicable taxes and levies shall be payable. In case of issue of credit note, adjustment/refund of differential price along with Goods & Services Tax (GST) shall be made as applicable. Any credit in respect of other taxes and levies, shall be adjusted/refunded if and when received by the Seller.</p> <p>The amount payable by the Purchaser or refundable by the Seller shall be settled within 30 (thirty) days of the signing of the annual reconciliation statement under Clause 12.5.3. Notwithstanding the aforesaid, in the event of termination of this Agreement pursuant to Clause 17, the annual reconciliation shall be done at the time of termination and the monies shall be paid by the Purchaser or the Seller, as the case may be, within 30 (thirty) days from the date of termination of the Agreement.</p> <p>12.5.3 The Parties shall jointly reconcile all payments made for the monthly Coal supplies during the Year by end of April of the following Year. The Parties shall, forthwith, give credit/debit for the amounts falling due, if any, as assessed during such joint reconciliation. The annual</p>

reconciliation. The annual reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.	reconciliation statement shall be jointly signed by the authorized representative of the Seller and the Purchaser, which shall be final and binding.
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Note: Existing Annexure VII shall be replaced by new Annexure VII titled "Procedure for Third Party Sampling for Non- Power Sector"

Schedule V- Existing & LOA Route FSAs [Refer Clause 5.2.3 (i) & (ii)]

Annexure VII - NR5 -Linkage Auction FSAs [Refer Clause 9.1.3 (i) & (ii)]

Procedure for Third party sampling for non- power sector

1. THIRD PARTY AGENCY (TPA) UNDER DIFFERENT MODES OF SUPPLY

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

1.1.1 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.

1.1.2 The third party agency chosen by the Purchaser 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.

1.1.3 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.

1.2 Third Party Agency for dispatches by Road

1.2.1 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.

1.2.2 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:

(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 the Seller.

1.2.3 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.

1. 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 TPA 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 TPA (Third Party). The format of tripartite agreement shall be provided by the Seller. Detailed terms and condition of TPA 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 TPA 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 TPA shall communicate the analysis result(s) of the sample(s) to the Seller and Purchaser within fifteen (15) days from the date of sample collection. The Seller/ Purchaser may raise dispute if any, against the findings of the TPA within seven (7) days after the submission of the analysis result(s), excluding the date of submission of the analysis results by the TPA.

2.2 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:

2.2.1 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;
- 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, TPA 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) only from the trucks of the purchaser (s) who have opted for third party sampling ("Purchasers Opting for Sampling") in the manner specified below.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Any stone/shale of size more than that specified in Schedule ----- shall be removed / discarded from the sample.

2.2.3 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 / pipe line) 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 app 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.

2.3 Preparation of laboratory samples

- 2.3.1 The gross sample collected at the loading end by the TPA 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 (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 TPA 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 pulverizing is warranted at the laboratory before analysis.
- 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 a NABL Accredited Laboratory for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40^o 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 (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

(d) Set – IV of the sample called Referee Sample shall be sealed jointly by the Third Party Agency (TPA) 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 TPA 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 TPA. For the purpose of Referee Analysis, the referee sample(s) shall be packed and transported by the TPA 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 TPA to the referee laboratory at their own expenses.

2.3.5 Samples shall be collected, packed and transported by the TPA 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 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 TPA.

2.3.6 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.

2.4 Analysis of sample(s)

2.4.1 Total Moisture determination shall be done by the TPA 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 TPA at NABL-accredited laboratory

2.4.2 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.

3.0 Records of Samples/ Third Party Sampling

- 3.1.1 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
- 3.1.2 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 TPA 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 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 / results.

<p>कोल इंडिया लिमिटेड विपणन निदेशालय गुणवत्ता नियंत्रण विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता-700 156 Ph: 033-23244174, Fax: 033-23244165 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm.cil@coalindia.in वेबसाइट : www.coalindia.in</p>		<p>COAL INDIA LIMITED MARKETING Division COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700156 Ph: 033-23244174, Fax: 033-23244165 CIN: L23109WB1973GO1028844 E-MAIL : gmsnm.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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Ref: CIL/C4B/Third Party/13

Dated: 07.01.18

To,

1. The General Manager (QC),
ECL/BCCL/CCL/NCL/MCL/SECL/WCL
2. The General Manager (M&S),
ECL/BCCL/CCL/NCL/MCL/SECL/WCL
3. General Manager, NEC

Sub: Extension of Third Party Sampling facility for various categories of coal supplies

Dear Sir,

As per decision vide item no. 353:4(H) of 353rd Board Meeting of CIL, the Board has accorded its approval-

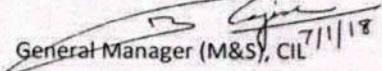
- (a) To extend the facility of third party sampling for
 - (i) Spot Auction scheme } for events to be conducted on or after 01.01.18
 - (ii) Special Spot E-Auction scheme } for events to be conducted on or after 01.01.18
 - (iii) Exclusive E-Auction } for events to be conducted on or after 01.01.18
 - (iv) FSAs consumers in Non-Power sector including State Nominated Agencies for dispatches against the MSQ for the month of January 2018 and beyond.

Board also advised "to ensure early implementation i.e., within the timelines indicated at sl. no. (a) above. Subsidiary companies, upon receipt of directives from CIL for implementation, shall notify the above facility as an optional dispensation for consumers/ bidders. The formal amendment in the terms and conditions of the concerned e-auction schemes/ FSAs, may be effected later in due course."

Hence, it may be noted that-

1. This facility is optional to respective consumers/ bidders.
2. The option is to be exercised in writing and subject to signing of Tripartite Agreement between Coal Company, Consumer/ Bidder and the Third Party.
3. Coal companies shall notify the facility for information and needful for all concerned as an additional / optional dispensation under respective e-auction schemes/ FSA.
4. Formal modification in the terms and conditions of e-auction schemes/ model FSAs shall be intimated in due course.

Yours sincerely,


General Manager (M&S), CIL 7/1/18

Copy to:

1. Director-In-Charge, Sales & QC- ECL/BCCL/CCL/NCL/MCL/SECL/WCL
2. CMD, ECL/BCCL/CCL/NCL/MCL/SECL/WCL
3. TS to Chairman, CIL

Copy for kind information to:

1. Director (Marketing), CIL
2. Director (Finance), CIL
3. Director (Technical), CIL

Cc:

1. General Manager (M&S)-II, CIL
2. General Manager (System), CIL - with the request to upload the same in the web-site.
3. HOD Associate Finance/M&S, CIL

pl. upload.

Mr. Mohd.

CIL/SYS/4-4478
Date: 08/01/18



COAL INDIA LIMITED
MARKETING & SALES
Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III,
Action Area 1A, New Town, Rajarhat, Kolkata - 700 156
E-mail: gmsnm2.ci@coalindia.in
Phone: 033 - 2324 6617 | Fax: 033 - 2324 4229

REF: CIL/M&S/47252(new Pol)/ 261

Date :27.07.2020

To

The General Manger/HOD (M&S)
BCCL/CCL/ECL/SECL/WCL/MCL/NCL &
GM, NEC.

Sub: Modalities regarding change in name/ control with respect to Scheme Document of Non Regulated Sector (NRS).

Dear Sir,

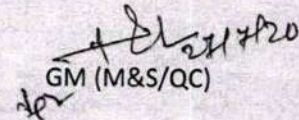
Modifications in Modalities regarding change in name/control of NRS FSAs was conveyed vide Letter no. CIL/M&S/47252/(New Pol)/127, dated 18.03.2020. To extend similar dispensation to the successful bidders prior to signing of FSA, relevant clauses of scheme Document of NRS have been modified/ deleted/ incorporated doing away with stipulation of taking prior approval in change of control cases and incorporating procedure for taking change of name on record. Comparative table of existing and modified clauses of scheme document is enclosed as Annex-X.

For Pending cases of change of name/ control of successful bidders, Coal Company shall issue a notice for compliance with conditions similar to Annexure C of above mentioned letter dtd. 18.03.2020. After issuance of such notice the compliance is to be done within three months from the succeeding month in which notice is issued or before signing of FSA, whichever is earlier, as per extant guidelines and practice in vogue. Procedure and timeline in such cases shall remain same as dealt in the modified clause relating to change of name.

Consequent to taking change of name on record, Coal Company shall inform Service Provider for effecting change in name of such registered bidder.

Yours faithfully,

Encl: as above.


GM (M&S/QC)

Copy to:
GM (Legal) CIL
HOD (M&S/Operations), CIL
HOD(M&S/Comml.), CIL
TS to D(M), CIL.

Comparative table of existing and proposed modified clauses	
Existing	Modified
Scheme Document - Non Regulated Sector linkage Auction – various tranches/ sub sectors	
<p>5.2 Change in Control and transfer</p> <p>5.2.1 Change in Control or transfer subsequent to determination of Successful Bidder Change in Control of the Successful Bidder and/ or any transfer of the Specified End Use Plant along with the rights in relation to the Allocated Quantity shall be permissible with prior approval of the relevant Subsidiary if:</p> <p>(a) such change in Control does not result in the Successful Bidder becoming noncompliant with any of the Eligibility Conditions or the transferee of the Specified End Use Plant along with the rights in relation to the Allocated Quantity continues to satisfy all of the Eligibility Conditions; and</p> <p>(b) such change in Control and/ or transfer occurs in accordance with Applicable Law and the conditions for transfer and/ or assignment contained in the Agreement.</p> <p>5.2.2 Change in Control prior to determination of Successful Bidder</p> <p>5.2.2.1 Upon submission of the documents and payments relating to the Conditions to Auction but prior to determination of the Successful Bidder, no change in Control of a Bidder Scheme Document for coking coal for steel sub-sector Page 27 of 65 shall be permitted without the prior approval of CIL.</p> <p>5.2.2.2 CIL shall grant such approval only if such change in Control does not result in the Bidder becoming non-compliant with any of the Eligibility Conditions.</p> <p>5.2.2.3 The Bidder acknowledges and agrees that in the event of a change in Control of a Bidder during the auction process until the determination of the Successful Bidder, the Bidder would be deemed to have knowledge of the same and shall be required to inform CIL forthwith along with all</p>	<p>5.2 Change of name</p> <p>5.2.1 Change in name subsequent to determination of Successful Bidder Any Change of name of the Successful bidder, with or without change in control shall be taken on record provided that the nature of Specified End Use Plant and its location remains unaltered/ unchanged and new Successful bidder complies the eligibility conditions as per Scheme Document.</p> <p><u>Explanation</u> – For the purpose of Clause 5.2, change of name means any change in the names of the parties who are successful bidders.</p> <p>5.2.1 Procedure & timeline</p> <p>a) Where change in name of Successful bidder is for a -</p> <p>(i) Company registered under the Companies Act, 2013,</p> <p>(ii) Company registered under the Companies Act, 2013, and the change of name of Successful bidder is consequent to sale of Specified End Use Plant to a Company registered under Companies Act, 2013,</p> <p>(iii) partnership firm or individual who is owner of sole proprietorship and consequent change of name is due to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa,</p> <p>(iv) Company registered under the Companies Act, 2013, and the change of name of Successful bidder is consequent to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa,</p> <p>(v) Company registered under the Companies Act, 2013 and the change of name is on account of inter alia amalgamation, merger,</p>

relevant particulars about the same.

demerger, takeover

(vi) consequent to any event not covered under clauses (a),(b),(c),(d) & (e) of 5.2.1

the Successful bidder (new name) shall intimate the Seller about change of name within the stipulated time for execution of FSA as per the Scheme document.

b) The Successful bidder (new entity) while intimating the Seller shall submit the following documents, in case of: -

a (i) above- Certificate of Incorporation

a(ii) above - Instrument evidencing sale of Specified End Use Plant/ sale deed and Board Resolutions of both the companies (vendor and Vendee of Specified EUP)

a(iii) above Instrument evidencing sale of Specified End Use Plant/ sale deed and declaration from all partners/ sole proprietor regarding the sale of Specified end use plant from the Vendor and Vendee of Specified EUP

a(iv) above - Instrument evidencing sale of Specified End Use Plant/ sale deed and declaration regarding the sale of Specified end use plant from the partners of partnership firm or from the sole propretor and the Board resolutions of the company as the case may be.

a(v) above- approval of the amalgamation, merger, demerger, takeover by the court/tribunal of competent jurisdiction; wherever applicable

a(vi) above - relevant document

ii. PAN

- iii. GSTIN
- iv. TAN as applicable
- v. Details of bank account
- vi. Amended Bank Guarantee or any relevant financial instrument

- c) The Successful bidder (new entity) shall provide any further documents/details as may be sought by the Seller.
- d) In the event of change of ownership of the plant or change of control necessitating a change of name and the Successful bidder fails to intimate about the change of name within the stipulated time for execution of FSA as per the Scheme document, the Seller shall be entitled to cancel the bid, LOI if issued and forfeit the bid security.
- e) Seller on acceptance of such change of name shall issue an acceptance letter. A copy of acceptance letter duly acknowledged by Successful bidder' authorized signatory shall be treated as part of LOI and deemed modification of change of name in LOI.
- f) Non acceptance of the change of name of the Successful bidder by the Seller or any violation of the above provisions shall entitle the Seller to cancel the LOI with forfeiture of Bid Security. The reason for non-acceptance of change of name shall be communicated to the Successful bidder by the Seller before effecting forfeiture of Bid Security.
- g) Consequent to taking change of name on record, coal company shall inform service provider for effecting change in name of such registered bidder.

5.2.2 Change of name prior to determination of Successful Bidder

- a) The prospective bidder shall submit a declaration to the service provider in advance in case there is a possibility of change in name, for

5.2.3 Consequences of default

Any change in Control of the Successful Bidder and/ or any transfer of the Specified End Use Plant along with the rights in relation to the Allocated Quantity which is not in conformity with this Scheme Document or Applicable Laws shall be deemed to be void ab-initio. CIL or the relevant Subsidiary, as the case may be, may in such situations, in its sole discretion, appropriate the Bid Security, Performance Security and/ or the Process Fee, disqualify the Bidder, terminate the Agreement and/ or cancel the LOI and allocations, as the case may be.

9.4 (d) (Additional clause)

9.6 (Additional clause)

whatsoever reason, in near future. However, he can participate in the auction in the already registered name i.e. old name.

b) On being declared as successful bidder, provisions at 5.2.1 shall be complied in case of change of name.

5.2.3 Consequences of default - Not in use

9.4 (d) In case prospective/ Successful Bidder does not provide information as per clause 9.6

9.6 Prospective/ successful bidders shall be required to inform pendency/ outcome of IBC proceedings, if any, through relevant Board resolutions/ intimation by Company Secretary/ self declaration by proprietors/ partners (in case of proprietorship/ partnership firm). In case of non-intimation about referral/ commencement of IBC proceedings before NCLT/ Debt Recovery Tribunal (DRT), as it be, by the bidder to the seller prior to participation in the bid process or signing of FSA, as the case may be, the bid security submitted by the bidder would be forfeited in case such a lapse comes to the knowledge of seller. FSA shall be signed only if the matter is resolved favorably by NCLT/ DRT.

<p>कोलइंडियालिमिटेड विपणनतथा विक्रय विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700 156 फोन: 033-23244214, फैक्स: 033- 23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm.cil@coalindia.in वेबसाइट : www.coalindia.in</p>		<p>COAL INDIA LIMITED MARKETING & SALES DEPARTMENT</p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : gmsnm.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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CIL/M&S/47252 (New P₂) | 127

18.03.2020

To
The General Manger/HOD (M&S)
BCCL/CCL/ECL/SECL/WCL/MCL/NCL &
GM, NEC.

Sub: Modalities regarding change in name/ control with respect to Non- Regulated Sector FSA.

Dear Sir(s),

The relevant FSA clauses have been modified/ deleted/ incorporated doing away with stipulation of taking prior approval in change of control cases and incorporating procedure for taking change of name on record. In brief the modifications are as under -

- Definition of "Transfer Event" has been deleted.
- Clause 15 relating to change in control and transfer shall not be in use.
- Clause 21.6 and 21.11 has been amended/ incorporated as detailed in **Annx.-A.**
- Additional clauses have been proposed to be incorporated in the following model FSAs
 - Non-Power model FSAs (low, medium and high demand)- LOA route
 - Non-Power model FSAs (low, medium and high demand)- Existing FSAs (old)

Comparative table of existing and modified clauses of various FSA models of non-regulated sector is enclosed as **Annx.B**

Besides above the Coal Companies may notify the following:

1. For Pending cases of change of name/ control with valid FSAs, Coal Company shall issue a notice for compliance. After issuance of such notice the compliance is to be done within three months from the succeeding month in which notice is issued. Procedure and timeline in such cases shall remain same as dealt in the modified clause relating to change of name.
2. Prospective / successful bidders are required to inform pendency/ outcome of IBC proceedings, if any, through relevant Board resolution/ intimation by Company Secretary/ self-declaration by proprietor/ partners (in case of proprietorship/ partnership firm). In case of non-intimation about referral/ commencement of proceedings before IBC/ Debt Recovery Tribunal (DRT), as it be, by the bidder to the Seller prior to participation in the bid process or

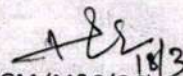
signing of FSA, as the case may be, the Bid security submitted by the Purchaser would be forfeited in case such a lapse comes to the knowledge of seller. FSA shall be signed only if the matter is resolved favorably by NCLT/ DRT.

3. Consequent to taking change of name on record, Coal Company shall inform Service Provider for effecting change in name of such registered bidder.

Draft notice to the above effect , enclosed as Annx. C is to be issued by Coal Companies after making suitable modifications as per their requirement.

Yours faithfully,

Encl: as above.


GM (M&S/QC) 18/3
12

Copy to:

GM (Legal) CIL

HOD (M&S/Operations), CIL

HOD(M&S/Comml.), CIL

HOD (Systems), CIL - With a request to arrange to upload the same along with enclosures on CIL Website under " Our Business" > " Marketing & Sales" > "NCDP- FSA" menu.

TS to D(M), CIL.

ANNEXURE A

MODEL FUEL SUPPLY AGREEMENT - NON REGULATED SECTOR - VARIOUS TRANCHES SUB SECTORS

21.6 Assignment

The Purchaser shall not without the express prior written consent of the Seller, assign to any Third Party, this Agreement or any part thereof or any of its rights, benefits, obligations and/or interests herein or hereunder.

21.11 Change of name

Any Change of name of the Purchaser, with or without change in control shall be taken on record provided that the nature of Specified End Use Plant and its location remains unaltered/unchanged and new Purchaser complies the eligibility conditions as per Scheme Document.

Explanation – For the purpose of Clause 21.11 & 21.11.1, change of name means any change in the names of the parties with whom the Seller has entered this Fuel Supply Agreement.

21.11.1 Procedure & timeline

- a) In case the Purchaser is Company registered under the Companies Act, 2013, the Purchaser (new name) shall intimate the Seller about change of name within three months succeeding the month in which Certificate of Incorporation pursuant to change of name is issued by the Registrar of Companies.
- b) In case the Purchaser is Company registered under the Companies Act, 2013, and the change of name of Purchaser is consequent to sale of Specified End Use Plant to a Company registered under Companies Act, 2013, then the Purchaser (new entity) shall intimate the Seller about the change of name within three months succeeding the month in which the instrument evidencing the sale of Specified End Use Plant/Sale Deed is executed and submit the Board Resolutions of both the Companies (vendor and vendee of the Specified End Use Plant).
- c) In case the Purchaser are partners of a partnership firm or individual who is owner of sole proprietorship and consequent change of name due to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa, the Purchaser (new entity) shall intimate the Seller about change of name within three months succeeding the month in which the instrument evidencing the sale of Specified End Use Plant/Sale Deed is executed. The Purchaser shall in addition submit a declaration from all partners/sole proprietor regarding the sale of Specified End Use Plant from the vendor and vendee of the Specified End Use Plant.
- d) In case the Purchaser is Company registered under the Companies Act, 2013, and the change of name of Purchaser is consequent to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa, the Purchaser (new entity) shall intimate the Seller about change of name within three months succeeding the month in which the instrument evidencing the sale

of Specified End Use Plant/Sale Deed is executed. The Purchaser shall in addition submit a declaration regarding the sale of Specified End Use Plant from the partners of the partnership firm or from the sole proprietor and the Board Resolutions of the Company as the case may be.

- e) In case the Purchaser is a Company registered under the Companies Act, 2013 and the change of name is on account of inter alia amalgamation, merger, demerger, takeover of the Purchaser, the Purchaser (new entity) shall intimate within three months succeeding the month in which the date of approval of the amalgamation, merger, demerger, takeover by the court/tribunal of competent jurisdiction.
- f) In case the change of name of the Purchaser is consequent to any event not covered under clauses (a),(b),(c),(d) & (e) of 21.11.1, the Purchaser (new entity) shall intimate the Seller about the change of name within three months succeeding the month of issuance/execution of the relevant document.
- g) The Purchaser (new entity) while intimating the Seller shall submit the following documents: -
 - i. Certificate of Incorporation pursuant to change of name wherever applicable
 - ii. Instrument evidencing sale of Specified End Use Plant/Board Resolutions wherever applicable/ Declaration from partners/proprietor wherever applicable
 - iii. PAN
 - iv. GSTIN
 - v. TAN as applicable
 - vi. Details of bank account
 - vii. Amended Bank Guarantee or any relevant financial instrument
 - viii. An indemnity bond (format as per Annexure - IXA) from Authorized Signatory.
 - ix. An undertaking/ declaration in the form of affidavit (Format as per Annexure-IX B) from Authorized Signatory
- h) The Purchaser (new entity) shall provide any further documents/details as may be sought by the Seller.
- i) In the event of change of ownership of the plant or change of control necessitating a change of name and the Purchaser fails to intimate about the change of name within such time as prescribed in Clauses (a),(b),(c),(d) (e) & (f) of 21.11.1, the Seller shall be entitled to terminate the Fuel Supply Agreement and take any coercive action as it deems fit including but not limited to forfeiture of bank guarantee.
- j) After intimation of change of name by the Purchaser, if the Purchaser (new entity) fails to submit all requisite documents then coal supply may be continued for a period of three months succeeding the month of issuance/execution of the applicable document provided that the Purchaser has submitted the indemnity bond and the affidavit as provided in 21.11.1 (g)(viii) & (ix).

- k) After submission of requisite documents within the stipulated period, coal supply to the Purchaser may be continued beyond the period of three months as provided in Clause (i) of 21.11.1 till the issuance of Acceptance Letter by the Seller.
- l) During the intermittent period as mentioned in Clause (i) & (j) of 21.11.1, coal supply shall be made in the changed name (formerly)
- m) Seller on acceptance of such change of name shall issue an Acceptance letter. A copy of Acceptance letter duly acknowledged by Purchaser's Authorized signatory, shall be an annexure to FSA and treated as its integral part. The Acceptance Letter issued by Seller and acknowledged by Purchaser, shall be treated as deemed modification in change of name in the FSA for the purpose of all transactions.
- n) Non acceptance of the change of name of the Purchaser by the Seller or any violation of the above provisions shall entitle the Seller to terminate the Fuel Supply Agreement with forfeiture of Security Deposit. The reason for non acceptance of change of name shall be communicated to the Purchaser by the Seller.

FORMAT OF INDEMNITY BOND

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the New Entity)

(At present not less than Rs.50/- stamp paper)

This deed of Indemnity is executed on this day (Date) by (Name of the Proprietor/Partnership/Company Name) having its registered corporate office at (Address) represented through Mr/Ms (Name) s/o (Name) its duly authorized representative (hereinafter referred to as '**Indemnifier**') in favour of M/s. Coal India Limited/Subsidiary. (hereinafter referred to as the '**Indemnified**') having its registered office at (Address).

Whereas the Indemnified herein has entered into a Fuel Supply Agreement dated with (Name of the previous entity).

And Whereas, (Name of Previous Entity) has changed its name from XYZ to ABC on account of (Explanation of the Change of Name Event)

And Whereas the (Name of New Entity) has complied with all applicable laws, rules and regulations in relation to (Explanation of Change of Name event).

The Indemnifier irrevocably agrees to indemnify for any liability to the Indemnified accruing on account of the (Name of earlier Entity) & (Name of Present Entity) and for any false statement in the Affidavit/Undertaking dated

The Indemnifier irrevocably agrees to indemnify for any liability to the Indemnified by virtue on non compliance of any law, rules and regulations and any consequential liability arising out of such non compliance in relation to the (explanation of Change of Name event)

The Indemnifier hereby irrevocably agrees from time to time and all times to save and keep harmless and to indemnify Coal India Limited/Subsidiary from any loss or damage caused to the Indemnified due to any act/omission/misrepresentation of the Indemnifier in relation to the (Change of Name Event).

Station :

(Signature with Name and Designation)

Date :

Company Seal (New Entity)

Witness:

1 Signature with Name, Designation & Address.

2 Signature with Name, Designation & Address

AFFIDAVIT cum UNDERTAKING

I, [•], son of Mr. [•], aged [•] years resident of [•]working as [•]in (Name of the new entity) do hereby solemnly affirm and declare as under :

1. I am authorized to swear and submit this affidavit on behalf of (Name of the new entity).
2. That a Fuel Supply Agreement dated was entered between (Name of the Previous Entity) and the Coal Company.
3. Pursuant to (Details of the Change of Name Event), the (Name of Earlier Entity) has changed to (Name of the New Entity)
4. That the (Name of the new entity) hereby undertakes to pay any outstanding amount due to the Seller from the (Name of Previous Entity).
5. That the (Name of the new entity) hereby undertakes to satisfy all the eligibility conditions for entering into the Fuel Supply Agreement with Coal Company
6. That the (Name of the new entity) hereby undertakes that the supplies in (New name) shall not be construed to be acceptance of the Seller for change of name till the same is taken on record.
7. That the (Name of the new entity) hereby undertakes that it shall be solely responsible for all statutory compliances and terms and conditions of the Fuel Supply Agreement in respect of supplies of coal under new name and agrees to fully indemnify the seller for any consequences thereof.

DEPONENT

VERIFICATION :

Verified at on this ...th day of December, 2020that the contents of the above affidavit are true and correct to the best of my knowledge, being derived from the records maintained by the Company in the ordinary course of its business and nothing material has been concealed therefrom.

DEPONENT

Comparative table of existing and proposed modified clauses	
Existing	Modified
Model Fuel Supply Agreement - Non Regulated Sector linkage Auction – various tranches/ sub sectors	
Definitions : (bbb)/(ccc)/(eee)- as applicable “ Transfer Event” shall have the meaning ascribed to it in Clause 15.1	To be deleted
15. Change in Control and Transfer	Not in use.
21.6 Assignment Subject to the provisions of Clause 15, the Purchaser shall not without the express prior written consent of the Seller, assign to any Third Party, this Agreement or any part thereof or any of its rights, benefits, obligations and/or interests herein or hereunder.	21.6 Assignment The Purchaser shall not without the express prior written consent of the Seller, assign to any Third Party, this Agreement or any part thereof or any of its rights, benefits, obligations and/or interests herein or hereunder.
21.11 Change in Name: The Purchaser shall intimate the Seller of any change in its name (on account reasons other than a change in its Control), immediately upon occurrence of name change. The Parties shall thereafter take necessary steps to record such change in the name of the Purchaser in the books and records of the Seller and shall also execute an amendment agreement to the Agreement to record such name change.	<p>21.11 Change of name Any Change of name of the Purchaser, with or without change in control shall be taken on record provided that the nature of Specified End Use Plant and its location remains unaltered/unchanged and new Purchaser complies the eligibility conditions as per Scheme Document.</p> <p><u>Explanation</u> – For the purpose of Clause 21.11 & 21.11.1, change of name means any change in the names of the parties with whom the Seller has entered this Fuel Supply Agreement.</p> <p>21.11.1 Procedure & timeline</p> <p>a) In case the Purchaser is Company registered under the Companies Act, 2013, the Purchaser (new name) shall intimate the Seller about change of name within three months succeeding the month in which Certificate of Incorporation pursuant to change of name is issued by the Registrar of Companies.</p> <p>b) In case the Purchaser is Company registered under the Companies Act, 2013, and the change of name of Purchaser is consequent to sale of Specified End Use Plant to a Company registered under Companies Act, 2013, then the Purchaser (new entity) shall intimate the Seller about the change of name within three months succeeding the month in which the instrument evidencing the sale of</p>

Specified End Use Plant/Sale Deed is executed and submit the Board Resolutions of both the Companies (vendor and vendee of the Specified End Use Plant).

- c) In case the Purchaser are partners of a partnership firm or individual who is owner of sole proprietorship and consequent change of name due to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa, the Purchaser (new entity) shall intimate the Seller about change of name within three months succeeding the month in which the instrument evidencing the sale of Specified End Use Plant/Sale Deed is executed. The Purchaser shall in addition submit a declaration from all partners/sole proprietor regarding the sale of Specified End Use Plant from the vendor and vendee of the Specified End Use Plant.
- d) In case the Purchaser is Company registered under the Companies Act, 2013, and the change of name of Purchaser is consequent to sale of Specified End Use Plant to a partnership firm or sole proprietorship or vice versa, the Purchaser (new entity) shall intimate the Seller about change of name within three months succeeding the month in which the instrument evidencing the sale of Specified End Use Plant/Sale Deed is executed. The Purchaser shall in addition submit a declaration regarding the sale of Specified End Use Plant from the partners of the partnership firm or from the sole proprietor and the Board Resolutions of the Company as the case may be.
- e) In case the Purchaser is a Company registered under the Companies Act, 2013 and the change of name is on account of inter alia amalgamation, merger, demerger, takeover of the Purchaser, the Purchaser (new entity) shall intimate within three months succeeding the month in which the date of approval of the amalgamation, merger, demerger, takeover by the court/tribunal of competent jurisdiction.
- f) In case the change of name of the Purchaser is consequent to any event not covered under clauses

(a),(b),(c),(d) & (e) of 21.11.1, the Purchaser (new entity) shall intimate the Seller about the change of name within three months succeeding the month of issuance/execution of the relevant document.

g) The Purchaser (new entity) while intimating the Seller shall submit the following documents: -

- i. Certificate of Incorporation pursuant to change of name wherever applicable
- ii. Instrument evidencing sale of Specified End Use Plant/Board Resolutions wherever applicable/ Declaration from partners/proprietor wherever applicable
- iii. PAN
- iv. GSTIN
- v. TAN as applicable
- vi. Details of bank account
- vii. Amended Bank Guarantee or any relevant financial instrument
- viii. An indemnity bond (format as per Annexure - IXA) from Authorized Signatory.
- ix. An undertaking/ declaration in the form of affidavit (Format as per Annexure-IX B) from Authorized Signatory

h) The Purchaser (new entity) shall provide any further documents/details as may be sought by the Seller.

i) In the event of change of ownership of the plant or change of control necessitating a change of name and the Purchaser fails to intimate about the change of name within such time as prescribed in Clauses (a),(b),(c),(d) (e) & (f) of 21.11.1, the Seller shall be entitled to terminate the Fuel Supply Agreement and take any coercive action as it deems fit including but not limited to forfeiture of bank guarantee.

j) After intimation of change of name by the Purchaser, if the Purchaser (new entity) fails to submit all requisite documents then coal supply may be continued for a period of three months succeeding the month of issuance/execution of the applicable document provided that the Purchaser has submitted the indemnity bond and the affidavit as provided in 21.11.1 (g)(viii) & (ix).

	<p>k) After submission of requisite documents within the stipulated period, coal supply to the Purchaser may be continued beyond the period of three months as provided in Clause (i) of 21.11.1 till the issuance of Acceptance Letter by the Seller.</p> <p>l) During the intermittent period as mentioned in Clause (i) & (j) of 21.11.1, coal supply shall be made in the changed name (formerly)</p> <p>m) Seller on acceptance of such change of name shall issue an Acceptance letter. A copy of Acceptance letter duly acknowledged by Purchaser's Authorized signatory, shall be an annexure to FSA and treated as its integral part. The Acceptance Letter issued by Seller and acknowledged by Purchaser, shall be treated as deemed modification in change of name in the FSA for the purpose of all transactions.</p> <p>n) Non acceptance of the change of name of the Purchaser by the Seller or any violation of the above provisions shall entitle the Seller to terminate the Fuel Supply Agreement with forfeiture of Security Deposit. The reason for non-acceptance of change of name shall be communicated to the Purchaser by the Seller.</p>
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The modified 'Change in Name' clause as above shall be an additional clause in the following FSAs as per clause nos. indicated against each category.

Non Power Model FSAs (LOA route – medium and high demand)	19.9
Non Power Model FSAs (LOA route – low demand)	18.9
Non Power Model FSAs (Existing – medium and high demand)	19.11
Non Power Model FSAs (Existing – low demand)	18.11

DRAFT NOTICE

Under various initiatives taken by CIL towards ease of doing business, the system of seeking prior approval by the purchaser in case of 'Change of Control' has been done away with by CIL. The following guidelines relating to Change of Name are brought to the notice of the Purchaser(s) and all concerned:

1. The relevant clauses of Fuel Supply Agreement (FSA) under NRS Linkage Auction and existing & LOA route FSAs stands modified as Annexed.
2. For Pending cases of change of name/ control with valid FSAs, a notice is being issued hereby for compliance.
3. The purchasers are further informed to comply within three months from the succeeding month in which this notice is issued. Procedure and timeline in such cases shall remain same as dealt in the modified clause relating to change of name (hereby annexed).
4. Consequent to taking change of name on record, the Service Provider shall be informed for effecting change in name of such registered bidder.
5. Prospective / successful bidders are required to inform pendency/ outcome of IBC proceedings, if any, through relevant Board resolution/ intimation by Company Secretary/ self-declaration by proprietor/ partners (in case of proprietorship/ partnership firm). In case of non-intimation about referral/ commencement of proceedings before IBC/ Debt Recovery Tribunal (DRT), as it be, by the bidder to the Seller prior to participation in the bid process or signing of FSA, as the case may be, the Bid security submitted by the Purchaser would be forfeited in case such a lapse comes to the knowledge of seller. FSA shall be signed only if the matter is resolved favorably by NCLT/ DRT.