



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited

(मिनीरत्न कंपनी) (A Miniratna Company)

(कोयला इंडिया लि. की अनुसंगी कंपनी) (A Subsidiary of Coal India Limited)

गुण नियंत्रण **Quality Control** (ISO 9001:2000 Certified)



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Regd. Off. : Coal Estate, Civil Lines, Nagpur (MS) - 440001

Ref. No. WCL/HQ/GM(QC)/ 7871

Date: 22.07.2017

To,

- All Special Forward E-Auction consumers who has booked coal for the period 2017-18.

- All Linkage Auction consumers (Non Power Consumers) of WCL.

Sub: Regarding commencement of 3rd party sampling by QCI.

Ref. Director (Marketing) CIL Letter No. CIL/M815/C-48/QCI/211 dated: 17.07.2017.

Dear Sir,

We wish to inform you that Quality Council India had confirmed through their mail dated: 21.07.2017, that they have completed the internal preparation to implement third party sampling of special forward e-auction for power consumers & linkage auction consumers (Non Power) of WCL.

You are therefore requested to send your **consent** for the same by return mail / by authorized representatives to the undersigned within 7 days from receipt of this mail so that a meeting can be arranged with QCI officials at WCL HQ Nagpur to discuss all the modalities etc for signing of tripartite agreement. A copy of draft tripartite agreement received from CIL is also enclosed herewith for your ready reference.

Thanking you,

Yours faithfully

General Manager(QC)
Western Coalfields Limited

Encl: As above.

Copy for kind information to:

1. Director (Marketing) /CIL.
2. Director (Technical)OP/WCL.
3. Director (Technical)P&P/WCL
4. Director (Finance)/WCL.
5. General Manager(QC)/CIL.
6. General Manager(M&S)/WCL.
7. General Manager(Finance)/WCL.
8. General Manager (System)/WCL – for uploading in the WCL Website (Quality).

Tripartite Agreement

This AGREEMENT on Third Party Sampling (TPS) is meant for Coal Quality monitoring at the loading end at different loading/Dispatch points of subsidiaries of CIL for dispatches to consumers taking Coal under Special Forward Auction for Power AND Linkage Auction for Non- Power Sector.

This AGREEMENT is made and entered into on this ___ day of ___ 2017 (_____ day of ___ Two Thousand Seventeen) between _____, a subsidiary of Coal India Limited (CIL)- a company registered under Companies Act 1956, having its registered office at _____ (hereinafter called the "Coal Company" which expression shall wherever the context so admits include its Successors and permitted assigns of the first part)

AND

-----, a company registered under Companies Act, 2013 (In case the consumer is not a registered company viz. Partnership, Proprietorship etc. suitable amendment may be made here) in India and having its registered office at _____ having its _____ (type of plant) located at _____ (hereinafter called the "Consumer" which expression shall wherever the context so admits include its successors and permitted assigns of the second part).

AND

_____, an eminent Institution of national repute registered under _____, having its registered office at _____ (Hereinafter called as "Third Party" Which expression shall wherever the context so admit includes its Successors and permitted assigns) of the Third part.

PREAMBLE

Whereas Subsidiary coal companies of CIL produce coal from their different mines in different parts of India and market the same and other products of coal to different consumers under different schemes and whereas the coal company / CIL decided to make available the facility of Third Party Sampling to the consumer herein.

And whereas the schemes of Special Forward Auction for Power AND Linkage Auction for Non- Power Sector, inter- alia contain provisions for validation of coal quality through Third Party sampling.

And whereas the 'Consumer' consequent to participation in one of the aforesaid schemes, has been declared as successful bidder making him eligible for availing Third Party validation of coal quality AND has expressed his desire for such purpose before both the First Party and the Third Party.

And whereas it was decided by CIL that a panel of Third Party sampling Agencies should be made available to the consumers for offloading a part of workload of CIMFR, through Govt agencies undertaking the job of collection/ testing of Samples. Further, during the review meeting taken by Secretary (Coal) on 2nd December 2016, it was decided that "Regarding Third Party sampling being conducted by CIMFR, to cover the entire coal supply under sampling protocol, it was decided that other GOI organizations having NABL accredited Laboratories like ISM-IIT along with QCI may be engaged".

And whereas expression of willingness to take up the said job has been received from Third Party.

And whereas after understanding the job description in detail, Third Party has assured the first party about its ability, willingness, expertise and infrastructure to undertake the job of coal quality testing and has agreed to undertake on being appointed, the sampling and analysis of coal as per the scope of work in this AGREEMENT (hereinafter called the "ACTIVITY").

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

And whereas, this AGREEMENT will become an integral part of agreement(s) to be signed between subsidiaries of CIL and various consumers taking coal through various schemes/ FSAs, wherever applicable.

SCOPE OF AGREEMENT

This AGREEMENT details the terms and conditions, financial arrangement, responsibilities and obligation of coal companies (first party), the consumer (second party) and Third Party.

Third Party will undertake ACTIVITY at loading points of different coal companies for the dispatches to different consumers in terms of this AGREEMENT and Third Party, Coal companies and the consumers shall respectively and faithfully abide by and subject themselves to the terms and conditions and stipulations of this AGREEMENT.

FINANCIAL ARRANGEMENTS

In consideration of the work/ ACTIVITY to be carried out by Third Party at the loading points, coal companies AND the consumer shall pay Third Party in the following manner-

Based on the expression of interest by the consumer in writing, tentative quantity to be handled for ACTIVITY will be worked out.

Rate for the ACTIVITY at loading point will be Rs. 7.10 (Rupees Seven and paise ten only) per metric tonne of dispatch quantity covered under sampling. Service tax as applicable shall be payable extra.

The cost of the ACTIVITY will be shared equally by coal company and consumer i.e. 50:50 basis as per the aforesaid rate. Three month's value in advance is to be paid to Third Party by Coal Company and consumer on equal sharing basis before commencement of work. This advance will be adjusted in the last quarter of financial year.

Within 30 days after receipt of bills and necessary documentation for processing of bills, Coal Company and the consumer shall release fund against each monthly bill raised for the quantity for which analysis results have been submitted by Third Party. Any delay in payment to Third Party will attract interest at the rate of prevalent Repo Rate of RBI plus three percent for delayed period by the defaulting party.

SCHEDULE PERIOD

The AGREEMENT Will be valid for 5(five) years and may be extended for another 5 (five) years on mutual consent, subject however to the tenure limited up to such time till the consumer is entitled to take coal under auction scheme.

GENERAL TERMS AND CONDITIONS

Third Party will monitor and oversee the ACTIVITY and ensure smooth functioning of operational and technical issues pertaining to ACTIVITY. For all such issues where consensus could not be reached amongst parties, the matter will be referred to Director (Marketing), CIL whose decision will be final and binding for all the three parties.

Third Party shall avoid any conflict of interest while discharging contractual obligations and bring beforehand, any likelihood of conflict of interest to the knowledge of coal company, while rendering service in respect of subject assignment. In case of suppressing any such information, the agreement will be liable for termination.

SCOPE OF WORK

Third Party will be wholly responsible for collection, preparation and analysis (Moisture, Ash, GCV on equilibrated basis and Total moisture) in context of coal supplies under Special Forward Auction for Power / Linkage Auction for Non-Power consumers. Detailed documentation of coal supplied to consumers by Rail/ Road/ MGR etc. is to be furnished by Coal Companies which will be the basis of raising the bills on monthly basis by Third Party.

For the purpose of collection, preparation, transportation and analysis of coal sample or part of the job thereof; Third Party may engage Service Providers at different locations having NABL accredited laboratories through a transparent process. In the capacity as Principal Employer, It will be the sole

responsibility of Third Party to comply with all statutory requirements relating to workmen engaged for such purpose, at all material point of time.

Collection and preparation of sample for laboratory testing as per relevant IS 436-part-I, Sec-I, 1964 specification or its latest version / FSA at the time of loading.

Photography/videography may be done at the loading end by any party in the interest of transparency & fairness of sampling procedure for which necessary access and support will be provided by the other parties.

Sample collection & preparation will be witnessed by representative of Coal Company and consumer. However, their absence or participation for whatsoever reason, shall not be considered as a ground for disputing the result. If any party wants to raise the dispute during sampling & sub-sampling, they may do it in writing before other parties to this contract for finding an amicable solution to the dispute.

Total Moisture Determination of T.M. will be done at site/nearest laboratory. For such purpose, sample of 12.5 mm shall be prepared.

Apportionment of Sample Wherever satisfactory mechanical sizing facilities are available/working, sample of 212 Micron size shall be prepared. Wherever such facilities are not available, Coal Company shall provide the same within 3 months. Till such time, sample of 3.35 mm shall be prepared. After preparation, final sample shall be divided into four equal portions (Third Party, Coal Company, consumer & Referee samples). For tests/analysis (moisture, ash, GCV on equilibrated moisture basis), prepared samples will be transported to the labs of Third Party in tamper proof manner.

Analysis through Automatic Bomb Calorimeter with print out facility will be done without manual intervention and necessary records will be kept by Third Party. Third party shall communicate the analysis result of the sample within 10 working days (considering 5 working days a week) from the date of collection of sample to the Coal Company and consumer through email/fax/ other electronic mode followed by hard copy. Additionally, Third Party shall also provide results of analysis to respective coal companies (HQ/ Area) in Excel format for online updation of records.

Referee Sample shall be retained in double sealed condition duly signed by representative of Coal Company and the consumer along with the signature of Third Party representative and kept in safe custody at the loading point by Third Party for 30 days from the date of sample collection. For safe custody of referee sample, locker of reputed make shall be provided by seller at loading end.

Raising of Dispute: Within 7 days of the submission of the result by Third Party, either party (coal company or consumer) may raise dispute which invariably will be informed to the opposite party and Third Party through e-mail. In such case, referee sample shall be sent to any one of the seven laboratories i.e. Central Power Research Institute, Bangalore, Indian Institute of Technology-BHU, Varanasi, CSIR-IMMT, Bhubaneswar and National Test House, Kolkata, IIT-Kharagpur, NML, Jamshedpur & Deptt of Geology, BHU or any other Govt. laboratory as may be mutually decided on rotational basis. However, the choice of referee laboratory out of those empaneled, shall rest with the Party disputing the result. The payment towards referee analysis will be borne by challenging party. Findings of the referee lab shall be binding on all the parties for commercial purposes. Other party may witness transportation and analysis of referee sample.

Others: If any consignment goes unsampled due to hurdles/problems created by any party brought out in writing by Third Party, concerned Party will take corrective action to avoid re-occurrence. In such cases, entire cost for sampling of such consignment will be borne by the offending party and the quality shall be adjudicated as per FSA provisions.

ENABLING CONDITIONS

Coal Company shall provide enabling conditions including collection, sample preparation facilities/machineries and storage of sample at loading end. In addition, coal companies shall provide infrastructural facilities for sample collection i.e. smooth functioning of AMS, ramp/ladders, lighting arrangements, sample storage room etc. All the consumables, tools and tackles etc. (standard quality) required for performing the jobs shall be arranged by Third Party.

