

<p>कोल इंडिया लिमिटेड विपणन तथा विक्रय विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एकशन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700156 फोन: 033-23244214, फैक्स: 033-23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : gmsnm.cil@coalindia.in इट : www.coalindia.in</p>		<p><b>COAL INDIA LIMITED</b> MARKETING &amp; SALES DEPARTMENT Coal Bhawan, Premise No.- 04 MAR Plot No. AF-III, Action Area-IA, New Town, Rajarhat, Kolkata -700156 Ph:033-23244214, Fax: 033-23244229 CIN: L23109WB1973GO1028844 Email : gmsnm.cil@coalindia.in Website : www.coalindia.in</p>
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Ref. No.: CIL/C-4B/TPS/2021/21

Dated: 15.03.2021

**Sub: Notification for Empanelment of Reputed Third Party Agencies for collection, preparation and analysis of coal samples at loading points and corresponding documentation of the same**

Ref: e-Tender No. CIL/C-4B/RFP/2021/2056 dated 30.12.2020 (e-Tender ID: 2020\_CILHQ\_191944\_1)

Dear Sir / Madam,

With reference to the above and in terms of clause 13.6 of RFP Document w.r.t. Notification for Empanelment and further to it, CIL Management is pleased to Empanel the following agencies against the categories as mentioned below, subject to fulfilment of terms and conditions and mentioned subsequently in this Notification of Empanelment.

Name & PAN No. of TPA	Address for Communication
M/s COTECNA INSPECTION INDIA PVT LTD (PAN No.: AACCC4428K)	Office No. 213, 214 & 215, The Summit – Business Bay, Behind Guru Nanak Petrol Pump, Opposite Cinemax, Off Andheri - Kurla Road, Prakashwadi, Andheri (East), Mumbai- 400069
M/s SGS INDIA PRIVATE LIMITED (PAN No.: AAACS5514Q)	SGS House, 4B, A. S. Marg, Vikhroli (W), Mumbai- 400083

**Terms and Conditions for Empanelment:**

1. Scope of Work :


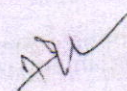
1.1 Third Party Agency (TPA) shall be wholly responsible for collection, preparation and analysis of coal samples in context of coal supplies (hereinafter referred to as ACTIVITY) to all types of consumers, as per applicable procedure, legislation and guidelines in this regard from time to time, in a transparent and ethical manner as mentioned in the subsequent sections, from the loading points of Subsidiaries viz. CCL, BCCL, ECL, MCL, SECL, WCL, NCL including NEC with their coal producing units / dispatch points spread over in different States of India i.e. West Bengal, Jharkhand, Madhya Pradesh, Uttar Pradesh, Assam, Chhattisgarh, Orissa, Maharashtra etc.

1.2 TPA shall be randomly selected from the list of TPAS for carrying out the ACTIVITY. The quantity to be sampled by any particular TPA shall depend on the Tripartite Agreements that the Third party Agency, will be signing with the consumers and the Coal Company.

1.3 The cost of the ACTIVITY undertaken by TPA is to be borne by the consumer and the respective Coal Company on 50:50 basis.

1.4 Activities to be undertaken by TPAs would be:

- 1.4.1 Sample Collection – Collection of samples at Loading end of the coal companies
- 1.4.2 Preparation of Laboratory Samples
- 1.4.3 Testing and Analysis of prepared samples at NABL accredited Laboratories owned by TPA or subsidiaries of CIL. Testing of samples in CIL-owned laboratories shall be charged at the rate of 50 paise per tonne.
- 1.4.4 Preparation of Report for samples
- 1.4.5 Documentation and Communication of Report



1.5 Detailed documentation of coal sampled against the supplies to consumers by Rail, Road, MGR, Conveyor, Ropeway etc. is to be furnished by TPA to Coal Companies and consumers within the stipulated time, which shall be the basis of raising the bills for sampling on monthly basis.

1.6 For the purpose of collection, preparation, transportation and analysis of coal sample or part of the job thereof, TPA shall deploy qualified personnel at different locations from the list of personnel supplied.

1.7 However, Testing/Analysis of prepared samples shall be undertaken at an NABL-accredited Laboratory owned by either TPA or CIL.

1.8 In case of a TPA engaging any personnel, in the capacity as Principal Employer, it shall be the sole responsibility of TPA to comply with all statutory requirements including relating to workmen engaged for such purpose, at all point of time. Any act of omission and commission by the personnel so engaged shall be construed as that by the TPA only.

1.9 After empanelment, TPA shall have to sign a tripartite agreement with the consumers and respective coal companies of CIL and complete all other requirements/ formalities before commencement of the ACTIVITY.

2. Rate for the Activity is Rs 1.98 per tonne (Rupees one and paise ninety eight only) excluding GST but including all other taxes and levies. The aforesaid Activity Rate will remain effective for the entire tenure of empanelment.

**3. General Terms & Conditions:**

3.1 Statutory taxes i.e. GST on services, as applicable, shall be payable by the service recipient(s) on actual basis.

3.2 TPAs shall carry out the ACTIVITY in line with the operational and technical guidelines stipulated in BIS/FSAs/Tripartite Agreements. For any issue where consensus could not be arrived amongst the parties, the matter will be referred to Director (Marketing), CIL whose decision will be final and binding for all.

3.3 TPA has to carry out ACTIVITY as per the requirement at all the subsidiaries of CIL without any exception.

3.4 TPA shall avoid any conflict of interest while discharging contractual obligations and ~~big~~ beforehand, any possible instance of conflict of interest to the knowledge of coal companies/consumers, while rendering service in respect of the assignment. In case of suppressing any such information, the empanelment may be liable for termination.

3.5 The information, documents and data that shall come within the command of TPA in course of the work shall be confidential and the same shall not be used by the Empanelled TPA for any purpose other than the performance of the work.

3.6 **Tenure of empanelment** shall be for 03 (Three) years, initially the contract shall be for 01 (one) year period and on successful completion of 01 (one) year to be extended further 02 (two) years on mutually agreed terms.

3.7 **Performance Security:** Empanelled TPA shall have to submit Performance Security at the rate of 3% (three per cent) of the work value while executing the Tripartite Agreements. On successful completion of the work subject to other terms and conditions, the performance security shall be released after issuance of completion certificate by the competent authority.

Performance Security shall be 3% (three per cent) of contract amount and should be submitted in any of the form given below:

*lu*

*ALL*



- 3.7.1 A Bank Guarantee in the form given in the bid document (**Annexure-6 of RFP**) from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at.....
- 3.7.2 Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favor of owner.
- 3.7.3 Demand Draft drawn in favor of..... Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

If performance security is provided by the successful TPA in the form of bankguarantee, it shall be issued either –

- (a) at Empanelled TPA's option by a Scheduled Bank , or  
(b) By a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

Failure of the Empaneled TPA to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work. The TPA may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

3.8 The credentials of the empanelled TPAs may be checked at regular intervals for which TPAs shall submit credentials/required documents as per instructions.

3.9 **Termination:** The empanelment of the TPA may be terminated at any time in the following cases;

- (a) If the TPA obtains the empanelment on the basis of false information/false statement.
- (b) If the TPA does not take up the ACTIVITY in terms of the agreement
- (c) If performance of the TPA is not found satisfactory.
- (d) If any fraud / embezzlement is detected subsequently and not reported by TPA
- (e) Suppressing information regarding conflict of interest

3.10 **Collection and preparation of sample** for laboratory testing should be 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 support will be provided. 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.

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

3.12 **Parting of Sample** - Wherever satisfactory mechanical sizing facilities are available/working, sample of 212 Micron size shall be prepared. Wherever such facilities are not available, sample of 3.35 mm shall be prepared.

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

3.14 **Analysis** through Automatic Bomb Calorimeter with print out facility shall be done without manual intervention and necessary records will be kept by Third Party Agency. Third Party Agency shall

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communicate the analysis result of the sample within 7 working days (considering 5 working days a week) from the date of collection of sample to the Coal Company and consumer through email/fax/ other electronic mode followed by hard copy. Additionally, Third Party shall also provide results of analysis to respective coal companies (HQ/ Area) in Excel format for online updation of records. TPA shall also provide means to seamlessly transfer data to any ERP/ software of CIL/Subsidiary Company.

3.15 **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.

3.16 **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 cases, referee sample shall be sent to any one of the six designated Govt laboratories i.e. Central Power Research Institute - Bangalore, CSIR-IMMT - Bhubaneswar, NML - Jamshedpur, CSIR-NIEST - Jorhat and IEST - Shibpur or any other Govt. laboratory that may be designate for this purpose in future. However, the choice of referee laboratory out of those empanelled, shall be done on random basis. 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.

3.17 **Precision/Adherence to Timeline/Non Collection of Samples/Penalty:**

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

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

In case the above variation exceeds beyond 5 % of total nos. of referee samples that are challenged in a month, it shall be construed unsatisfactory performance on the part of the TPA. Occurrence of the same in more than four months in a continuous period of one year (12 months) shall form sufficient ground for non-extension / termination.

**Timeline:** The timeline for submission of result within 7 working days by the TPAs to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table:

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

**Timeline for Referee sample results:** The timeline for referee sample results shall be as follows:

The challenging party will send email (for referee challenge) in reply to TPA results within 07 (seven) days of the receipt of the TPA result. Challenging party shall also inform other party regarding the dispute. However, non-receipt of information by other party

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*[Signature]*



shall not affect referee process.

TPA will process the request of referee sample analysis on fortnightly basis and dispatch the referee samples to referee labs on priority with advance intimation to both Coal Companies & Consumer.

- a. TPA will make the list of disputed cases received from Buyer and /or Seller for Referee analysis during each fortnight of the month.
- b. TPA, Seller and Purchaser shall complete the coding, and TPA shall arrange transportation of the referee samples to designated referee labs. TPA will send the disputed samples for analysis to the referee laboratories by 7<sup>th</sup> day of next fortnight. In all such cases, the amount will be reimbursed by the Seller / Purchaser, as the case may be, within a period of one-month after raising of bills by TPA.
- c. The TPA shall take necessary steps to obtain results of referee samples from the designated referee labs within 07 (Seven) days from the date of receipt of the samples by the designated lab.
- d. Non-adherence to the timeline shall attract penalty as per the following table:

Sr. No.	Delay (in Days)	Penalty
1.	1-2	02% of the total amount for that dispatch
2.	3-5	05% of the total amount for that dispatch
3.	6-10	10% of the total amount for that dispatch
4.	>10 days	20% of the total amount for that dispatch

**Non collection of samples:** In case any consignment goes unsampled due to the failure of the TPA double the rate of sampling charges of unsampled quantity shall be imposed on TPA for the failure.

3.18 **Others:** If any consignment goes unsampled due to hurdles/problems created by any party brought out in writing by TPA, concerned Party will take corrective action to avoid re-occurrence.

3.19 Coal Company shall share the existing infrastructure for sample preparation and storage, among the TPAs at loading end. Any additional support, if required, for preparation of samples, has to be arranged by TPAs.

#### 3.20 LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this empanelment shall be subject to the jurisdiction of Kolkata Court only.

#### 3.21 MANDATORY SUBMISSION OF BOMB CALORIMETER PRINTOUTS

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

#### 4 Detailed Modality of Sampling

##### PROCEDURE FOR THIRD PARTY SAMPLING AND ANALYSIS FOR POWER CONSUMERS



1. **APPOINTMENT OF THE THIRD PARTY AGENCY**

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

2. **DETAILED MODALITIES FOR THIRD PARTY SAMPLING**

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 shall be in accordance with Tripartite Agreement.
- b) Collection and preparation of samples shall 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 done by TPA in their absence, absence and/or failure to witness shall not be considered as a ground for disputing the result by either party. At any point of time, only one authorized representative each from 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 five (7) working days (considering 5 working days a week) 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 Agencies:**

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

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

- a) Rake-wise, grade-wise and TPS-wise coal supplied from one Delivery Point shall be considered as one lot, in case of supplies by rail.
- b) In case of Coal dispatches through MGR the sample collected from each rake (source wise, grade wise and Consumer wise) loaded from the respective Delivery Point during the day shall be pooled together and shall be considered as a lot for the purpose of sampling.
- c) Each lot shall be divided into a no. of sub-lots in a manner that the quantity of Coal/number of wagons in such sub-lots is more or less equal. One gross sample shall be collected from each sub-lot. The number of sub-lots shall be determined as under:

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

*Handwritten signatures and initials are present below the table.*




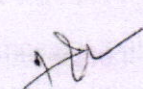
- d) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/Section I) 1964 for collection of gross sample/increments.
- e) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- f) Before collecting the samples, the sampling spot will be levelled and at least 25 cm of Coal from the surface shall be removed / scrapped and the place will be levelled for an area of 50 cm by 50 cm.
- g) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel/ scoop.
- h) Any stone/shale of size more than that specified in Schedule (of FSA) shall be removed/discarded from the sample;
- i) Samples thus collected from all the selected wagons in a lot shall be mixed together to form one gross sample per lot.
- j) In case live overhead traction line exists in the siding, 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).
- b) The first truck for TPA sampling on a day shall be selected randomly from the first eight loaded trucks before weighment at the road weighbridge. Every eighth (8<sup>th</sup>) truck being loaded of the same grade in the order of loading thereafter shall be subjected to TPA sampling.
- c) The sampling spot at the top of the loaded truck, selected randomly, will be levelled and at least 25 cm of coal surface shall be removed/scrapped and the place will be levelled for an area of 50 cm by 50 cm for collection of sample.
- d) About 30 kg of sample shall be collected from each selected truck by drawing 6 increments of approx. 5 kg each with the help of shovel/scoop.
- e) All the samples collected source-wise, grade-wise from every 8<sup>th</sup> truck in accordance with paragraph 2.2.2 (b) as above on daily basis shall be mixed together to form a gross sample.
- f) Any stone/shale of size more than that specified in Schedule (of FSA) shall be removed/discarded from the sample.

### 2.2.3 Collection of Samples From Conveyor Belt/Ropeways/Pipelines

- a) Samples shall be taken lot-wise, grade-wise
- b) The quantity that passes over the conveyor in a day (00 hrs to 24 hrs) constitutes 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 & qty 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, (from 00hrs to 24 hrs)
  - iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser depending on the running time of the conveyor and the qty that passes in a day)
- c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
  - d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approx 5kg per increment
  - e) Any stone/shale of size more than that indicated in Schedule (of FSA) shall be removed/discarded from the sample.
  - f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

### 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 or it's latest version shall be followed.
- 2.3.3 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212  $\mu$  (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  $\mu$  size before the same is collected from the loading point(s) so that no further sieving or pulverizing is warranted at the laboratory before analysis. Final Lab sample shall not be handed over by the TPA in size other than that of (-) 212  $\mu$  IS sieve.
- 2.3.4 The final pulverized sample shall be divided into four equal parts viz. Set – I, Set – II, Set – III and Set – IV of 500 gms each as detailed below:
  - (a) Set – I shall be taken by the TPA to NABL-Accredited Laboratory for analysis of ash, moisture and GCV (on equilibrated conditions' basis at 40°C and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable
  - (b) Set-II of the sample shall be handed over by the TPA to the Seller.
  - (c) Set-III of the sample shall be handed over by the TPA to the Purchaser.

*Signature*

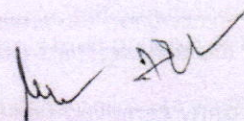
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- (d) Set – IV of the sample called as Referee Sample shall be sealed jointly by the TPA in presence of authorized representatives of Seller and Purchaser and shall be kept in the custody of the TPA at the Delivery Point (Loading Point) under proper and secured arrangements. The referee sample shall be retained in double sealed condition (duly signed by TPA and the authorized representative of Seller and Purchaser for minimum of thirty (30) days from the date of sample collection, beyond which it may be destroyed after necessary details are properly recorded by 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, to the referee lab from the loading points. The Seller and Purchaser can exercise the liberty to accompany the TPA to the referee laboratory at their own expenses. The referee sample shall be analyzed in the situations specified in paragraph 2.3.6 below. (Double-blinding)
- 2.3.5 Samples shall be collected, packed and transported by the 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 for which detailed procedure may be worked out at the Delivery Point (Loading Point) jointly by representatives of the Seller, Purchaser and TPA.
- 2.3.6 In the event that a dispute is raised by the relevant parties within the time period stipulated at paragraph 2.1 (c) above, the referee sample shall be analyzed by randomly selected from the list of designated government laboratory (other than the laboratory at which the original sample has been analyzed by a Third Party Agency). The analysis cost of the referee sample shall be borne by the challenging / disputing parties. The non-disputing party may witness transportation and analysis of referee sample to the above mentioned government laboratory of their own cost. The findings of such government laboratory, post analysis of the referee sample, shall be binding for Purchaser and seller.
- 2.3.7 Notwithstanding anything to the contrary contained herein the analysis results communicated by the Third Party Agency or the government laboratory under paragraph 2.3.4 (a) and paragraph 2.3.6 respectively, shall be binding only with respect to the samples of Coal collected for a particular day and shall not impact any past / future supply of the Contracted Grade of Coal made / to be made to the Purchaser in accordance with the terms of this Agreement

## 2.4 Records of Samples / Third Party sampling

- 2.4.1 Proper analysis records like electronic print-out of the analysis results obtained from the Automatic Bomb Calorimeter, source-wise, grade-wise and date-wise details of coal samples received, etc. shall be maintained at the Laboratories where the coal samples are analyzed by the Third Party Agency. Coal samples shall be analyzed only at an NABL-accredited coal testing laboratory owned by TPA or at NABL- accredited coal testing laboratory of subsidiary companies of CIL.
- 2.4.2 Name of the colliery / Siding / Purchaser, date of collection and other identification details (eg. Rake no. in case of rail supply etc.) shall be properly recorded by the Third Party Agency and a proper code number is assigned for each sample for identification and reconciliation of the analysis results.
- 2.4.3 Monthly statements containing the details of each and every analysis result source-wise, mode-wise, grade-wise and consumer-wise, finalized during a month based on analysis by a Third Party Agency or referee analysis, as the case may be shall be prepared by the TPA and submitted to the Seller and Purchaser before the 5<sup>th</sup> of the following month stating *inter alia*, the quantity of Coal covered against the respective analysis results. Copies of the monthly statement / report shall be submitted by the Third Party Agency to (i) the General Manager (Quality Control) of the Seller or his representative; and (ii) the representatives of the Purchaser.





### 3. Analysis of sample(s)

- 3.1 Total Moisture determination shall be done by the 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 owned by TPA or at NABL-accredited coal testing laboratory of subsidiary companies of CIL
- 3.2 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)- 1984 for determination of Total Moisture, Equilibrated Moisture, Ash and Volatile Matter and as per latest version of IS 1350 (Part-II), 1970 for determination of GCV.

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

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

### PROCEDURE FOR THIRD PARTY SAMPLING FOR NON- POWER SECTOR

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

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

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

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

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

4.1.3 Third party sampling shall be done at the Delivery Point and the costs in this regard shall be

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borne equally by the Purchaser and the Seller.

#### 4.2 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.

### 5 DETAILED MODALITIES FOR THIRD PARTY SAMPLING

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

#### 5.1 General

- a) In order to commence third party sampling, a tripartite agreement will have to be signed amongst the Seller (First Party), the Purchaser (Second Party) and the 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 five (05) 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.

#### 5.2 Collection of Samples by the Third Party Agency

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

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



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

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

- d) Each sub-lot consists of one (1) wagon selected as per random table given in IS: 436 (Part I/Section I) 1964 for collection of sample / increments.
- e) In each wagon selected for sampling, the sample shall be drawn from one spot in such a manner so that if in the first randomly selected wagon, the sample is collected at one end, in the next random wagon the sampling spot will be in the middle of the wagon and in the third random wagon, the sampling spot will be at the other end and this sampling procedure shall be repeated for all subsequent random wagons.
- f) Before collecting the samples, the sampling spot will be leveled and at least 25 cm of Coal from the surface shall be removed / scrapped and the place will be leveled for an area of 50 cm by 50 cm.
- g) About 50 kg of sample shall be collected from each selected wagon in the lot by drawing 10 increments of approx. 5 kg each with the help of shovel / scoop.
- h) Any stone / shale of size more than that specified in Schedule ---- shall be removed / discarded from the sample;
- 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.

### 5.2.3 Collection of Samples of Coal Dispatches by Road:

5.2.3.1 Samples shall be collected source-wise and grade-wise on daily basis round the clock, depending upon the timing of loading at respective dispatch point(s) only from the trucks of the purchaser (s) who have opted for third party sampling ("**Purchasers Opting for Sampling**") in the manner specified below.

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

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belonging to a Purchaser Opting for Sampling shall be deemed as the 8<sup>th</sup> (eighth) truck and a sample shall be collected from such truck. The same process shall be repeated for every 8<sup>th</sup> truck thereafter.

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

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

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

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

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

- a) Samples shall be taken lot-wise, grade-wise.
- b) The quantity that passes over the conveyor (directly or through rope way / pipeline) in a day (00 hrs to 24 hrs) constitutes one lot, which needs to be divided into a no. of sub-lots for the purpose of sampling. No. of sub-lots to be divided & quantity of gross sample to be collected from sub lots shall be as below:

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

For example:

- i) If the qty to be passed in a day over the conveyor is 600 tons (which is 1 Lot), then there will be 3 sub-lots and total sample quantity will be 150 kg
  - ii) 1 gross sample shall be collected from 1 sub-lot, @ 50 kg per sub-lot. Thus, total 150 kg gross sample shall be collected from 3 sub-lots over the whole day, i.e. from 00 hrs to 24 hrs
  - iii) If the conveyor is operated for 15 hours in a day, spacing the collection of 150 kg over 15 hours of conveyor operation, we need to collect 10 kg every 1 hour (qty & intervals can be mutually decided by seller & purchaser depending on the running time of the conveyor and the qty that passes in a day)
- c) The belt needs to be stopped at the scheduled time to facilitate collection of the samples manually.
  - d) While collecting the sample, the scoop should traverse the entire cross-section of the conveyor belt, drawing approx. 5kg per increment
  - e) Any stone / shale of size more than that indicated in Schedule ----- shall be removed / discarded from the sample.
  - f) There shall be one gross sample for the day mixing all the gross samples collected from all the sub lots during a day.

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### 5.3 Preparation of laboratory samples

- 5.3.2 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.
- 5.3.3 The Part-2 Sample shall be reduced into laboratory sample. For the general procedure for reduction of gross sample and preparation of moisture sample and laboratory samples, IS : 436 ( Part I/Set 1 )-1964 ( latest version ) shall be followed.
- 5.3.4 Final Laboratory samples shall be in the size of 12.5 mm for determination of Total Moisture and in the size of (-) 212  $\mu$  (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  $\mu$  (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.
- 5.3.5 The final pulverized sample shall be divided into four equal parts viz. Set – I, Set – II, Set – III and Set – IV of 500 gms each as detailed below:
- 5.3.5.1 Set – I shall be taken by the Third Party Agency to a NABL Accredited Laboratory for analysis of ash, moisture and GCV ( on equilibrated conditions' basis at 40<sup>0</sup> and 60% RH) as per latest BIS Standards (IS: 1350 Part 1-1984) or (IS: 1350 Part-II-1970), as applicable;
- 5.3.5.2 Set-II of the sample shall be handed over by the Third Party Agency to the Seller
- 5.3.5.3 Set-III of the sample shall (i) in case of mode other than road, be handed over by the Third Party Agency to the Purchaser; and (ii) in case of road mode, be handed over in equal portions to all of the Purchasers Opting for Sampling on that particular day; and
- 5.3.5.4 Set – IV of the sample called Referee Sample shall be sealed jointly by the Third Party Agency (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.
- 5.3.6 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 tamperproof to the satisfaction of both the Seller and Purchaser (s) for which detailed procedure may be worked out at the Delivery Point (Loading Point) jointly by representatives of the Seller, Purchaser(s) and TPA.
- 5.3.7 In the event that a dispute is raised by the party(ies) within the time period stipulated at paragraph 2.1( c ) above, the referee sample shall be analyzed by a government laboratory (other than the Laboratory at which the original sample has been analyzed by a Third Party Agency). The analysis and transportation cost of the referee samples shall be borne by the challenging / disputing parties. The non-disputing party(ies) may witness transportation and

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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.

#### 5.4 Analysis of sample(s)

- 5.4.2 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 one equilibrated basis shall be done by the TPA at an NABL-accredited coal-testing laboratory owned by TPA or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.
- 5.4.3 Analysis of sample(s) shall be carried out as per latest version of IS 1350 (Part-I)- 1984 for determination of Total Moisture, Equilibrated Moisture, Ash and Volatile Matter and as per latest version of IS 1350 (Part-II), 1970 for determination of GCV.

#### 6.0 Records of Samples/ Third Party Sampling

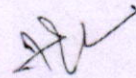
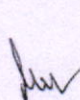
6.1.1 Proper analysis records like electronic print out of the analysis results obtained from the Automatic Bomb Calorimeter, source wise, grade wise and date wise details of coal samples received etc. shall be maintained at the Laboratories where the coal samples are analyzed by the Third Party Agency for identification and reconciliation of the analysis results. Coal samples shall be analyzed only at an NABL-accredited coal-testing laboratory owned by TPA or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.

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

6.1.2 Monthly statements containing the details of each and every analysis result source wise, mode wise, grade wise and consumer wise finalized during a month based on analysis by a Third Party Agency or referee analysis, as the case may be, shall be prepared by the TPA and submitted to the Seller and Purchaser (s) before the 5<sup>th</sup> 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.





- 7 Any terms and condition not mentioned in this notification for empanelment but are part of the RFP document shall also be construed to be part of this notification for empanelment.
- 8 Any other modification directed by statutory body/MOC/GOI that shall come into force during the period of empanelment shall have to be complied.

In view of the above, it is requested to contact CIL subsidiary company(ies) for further needful to commence the work. A Tripartite Agreement will have to be executed amongst concerned CIL subsidiary company(ies), Consumers and TPA for undertaking the work. All activities shall be conducted under instructions of Competent Authority of the concerned CIL subsidiary company(ies) and as per terms and conditions of RFP and Tripartite Agreement. Agreement copy will follow.

For & On Behalf of Coal India Ltd

*A&L*  
15/3/21  
General Manager (M&S)

**Copy for kind information to:**

1. CMDs, All Subsidiary Companies
2. Director (Tech) / Director (Fin) / Director (Mktg), CIL
3. Directors-in-charge (M&S), All Subsidiary Companies
4. Directors-in-charge (QC / QM), All Subsidiary Companies

**Copy to:**

1. GM / TS to Chairman, CIL
2. GM (Vigilance), CIL
3. GM / HODs (M&S), All Subsidiary Companies
4. GM / HODs (QC / QM), All Subsidiary Companies
5. Office Copy
6. GM (System), CIL - with a request to upload on website of CIL
7. All GM (QC/QM) → All subsidiaries of CIL - with a request to upload on subsidiary website of CIL.

*A&L*  
15/3/21