



**कोल इण्डिया लिमिटेड**  
**Coal India Limited**  
भारत सरकार का उपक्रम  
A Government of India Undertaking  
एक महारत्न कंपनी A Maharatna Company

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**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**EMPANELMENT OF**

**REPUTED GLOBAL LEVEL THIRD PARTY AGENCIES (BIDDER)**

**FOR**

**COLLECTION, PREPARATION and ANALYSIS of COAL SAMPLES**

**At LOADING POINTS**

**AND**

**CORRESPONDING DOCUMENTATION OF THE SAME**

**Issued by**  
**Coal India Ltd**  
**Marketing and Sales Department**  
**Coal Bhawan, Premise No. 04 MAR**  
**Plot No. – AF – III. Action Area – IA.**  
**New Town, Rajarhat, Kolkata - 700156**

**Document Information:**

Document Name	Request for Proposal for Empanelment of Reputed Global Level Agencies for collection, preparation and analysis of coal samples at Loading Points and corresponding documentation of the same
Availability of Document	<a href="https://coalindiatenders.nic.in">https://coalindiatenders.nic.in</a> , <a href="http://www.coalindia.in">www.coalindia.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Cost of the Document	NIL
Contact Officer	Sri Ayodhya Prasad Singh

**Important Timelines:**

Sl. No.	Description	Date	Time
1.	Publication of this RFP	31.12.2020	11.00 AM
2.	Downloading of RFP Document		
	(i) Start Date & Time	31.12.2020	11.00 AM
	(ii) Closing Date & Time	25.01.2021	5.00 PM
3.	Seeking Clarification / providing suggestions on-line		
	(i) Start Date & Time	31.12.2020	11.00 AM
	(ii) Closing Date & Time	06.01.2021	5.00 PM
4.	Online Submission of Offers:		
	(i) Start Date & Time	31.12.2020	06.00 PM
	(ii) Closing Date & Time	25.01.2021	5.00 PM
5.	Due date of Opening of Response	27.01.2021	11.00 AM
6.	Date & Time of Pre RFP Meeting (online)	08.01.2021	11.30 AM

## LETTER OF INVITATION

<p><b>कोल इंडिया लिमिटेड</b> विपणन तथा विक्रय विभाग कोल भवन, प्रांगण सं एमएआर 04, प्लॉट सं -एएफ -III, एक्शन एरिया 1 -ए न्यू टाउन, राजरहाट, कोलकाता 156 700 - सीआईएन :L23109WB1973GO1028844 ईमेल :gmsnm@coalindia.in वेबसाइट : <a href="http://www.coalindia.in">www.coalindia.in</a></p>		<p><b>COAL INDIA LIMITED MARKETING AND SALES DEPARTMENT</b></p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO –AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 CIN :L23109WB1973GO1028844 E-MAIL : gmsnm.cil@coalindia.in WEBSITE : <a href="http://www.coalindia.in">www.coalindia.in</a></p>
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Ref. No. CIL/C-4B/RFP/2021/2056

Date:30.12.2020

Dear Sir / Madam,

1. CIL invites proposals from **Reputed Global Level Organisations / Entities** in response to this RFP for empanelment of Third Party Agencies for collection, preparation and analysis of coal samples at its loading points forming a part of the RFP in accordance with the Terms & Conditions set out under the RFP.
2. A Bidder may be selected based on the criteria and procedure as set out in this RFP.
3. The RFP includes the following sections

SECTION-I: DISCLAIMER, INTRODUCTION AND SCOPE OF WORK
SECTION-II: INSTRUCTION TO BIDDERS
SECTION-III: PRE-QUALIFICATION (PQ) CRITERIA
SECTION-IV: PRICE BID
SECTION-V: EVALUATION CRITERIA & METHOD OF EVALUATION
SECTION-VI: GENERAL TERMS & CONDITIONS
SECTION-VII: DETAILED MODALITY OF SAMPLING
SECTION-VIII: EXHIBITS & ANNEXURES

4. Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

5. The time, date and venue details related to proposal submission are mentioned in the data sheet. Proposals that are received after the last date of submission of the proposal will not be considered and evaluated.
6. For any information and clarifications please contact the following;

Sri Ayodhya Prasad Singh

GM(M&S/QC), CIL

Mobile – 9477558032

Email – gmqc.cil@coalindia.in

Website – <https://www.coalindia.in>, <https://coalindiatenders.nic.in>,

Sd/-

GM (M&S/QC), CIL, Kolkata

**SECTION-I:**

**DISCLAIMER, INTRODUCTION, AND SCOPE OF WORK**

## **1. DISCLAIMER:**

This Request for Proposal (RFP) is neither an agreement nor an offer by Coal India Ltd (CIL) to the Prospective Third-Party Agencies (BIDDERS) or any other person. This RFP includes statements which reflect various assumptions and assessments arrived at by CIL in relation to the BIDDERS.

Information provided in this RFP to the Prospective BIDDERS has been collated from several sources, some of which is subject to interpretation of the applicable law. The information given is not intended to be an exhaustive account of statutory requirements and should be used as or for reference only.

CIL makes no representation or warranty and shall have no liability to any person, including any Prospective BIDDER under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

CIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance by any Prospective BIDDER upon the statements contained in this RFP.

Notwithstanding anything contained in this RFP, CIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, process or assumptions contained in this RFP.

The issuance of this RFP does not imply that CIL is bound to select or shortlist any Prospective BIDDER and CIL reserves the right (without incurring any liability) to reject all or any of the Prospective BIDDERS, as the case may be, without assigning any reason whatsoever.

Each Prospective BIDDER shall bear all its costs associated with or relating to registration, preparation and submission of its RFP or relating to its RFP. Nothing contained in this Request for Submission of RFP shall be binding on CIL or confer any right on the Prospective BIDDERS.

Pursuant to this RFP, CIL will be uploading on the Electronic Platform (as defined below) the definitive document(s). In case of any inconsistency between this RFP and the definitive document(s), the definitive document(s) shall be final and shall prevail, in the manner specified under the relevant document.

## **2.0 INTRODUCTION**

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

(MCL), South Eastern Coalfields Limited (SECL), Western Coalfields Limited (WCL), Northern Coalfields Limited (NCL), CMPDIL and North Eastern Coalfields directly under control of CIL, spread over Eight states (provinces) in India namely Jharkhand, West Bengal, Orissa, Chhattisgarh, Madhya Pradesh, Uttar Pradesh, Maharashtra and Assam. As on 01<sup>st</sup> April 2019, it operates 364 Mines distributed in its subsidiaries. CIL also operates 16 coal washeries. For more details may visit [www.coalindia.in](http://www.coalindia.in)

- 2.2 During 2019-20, CIL produced 602.14 Million Tonnes (MT) of coal and achieved an off-take of 581.73 Million Tonnes (MT) out of which despatch to Power sector is 465 MT with NTPC as the major consumer (149.00 MT) provisionally.

During 2019-20, CIL's subsidiary wise production and offtake (provisional) is as follows:

Production (Million Tonne)

	ECL	BCCL	CCL	NCL	WCL	SECL	MCL	NEC	CIL
Production	50.41	27.73	66.89	108.05	57.64	150.55	140.36	0.52	602.14
Offtake	49.28	28.75	67.16	107.42	52.58	141.97	134.01	0.56	581.73

Mode wise Offtake (Million Tonne)

	RAIL	ROAD	MGR	CONVEYOR	ROPEWAY	TOTAL
CIL	282.70	182.13	103.90	11.25	1.75	581.73

- 2.3 The coal supplies by CIL to its various consumers through different modes are subjected to sampling and analysis as per the prevailing procedure/guidelines, at the Loading/Dispatch Points by Third Party Agencies (BIDDERS) which form the basis for raising the bills. Presently Sampling and Analysis is being carried out by Third Party Agencies. CIL intends to expand its base of Third Party Agencies.

### 3.0 SCOPE OF WORK:

- 3.1 Third Party Agency (BIDDER) 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.
- 3.2 TPA shall be randomly selected from the list of empaneled BIDDERS for carrying out the ACTIVITY. The quantity to be sampled by any particular empaneled BIDDER shall depend on the Tripartite Agreements that the Third party Agency, will be signing with the consumers and the Coal Company.
- 3.3 The cost of the ACTIVITY undertaken by BIDDER is to be born by the consumer and the respective Coal Company on 50:50 basis.
- 3.4 Activities to be undertaken for 3<sup>rd</sup> Party Sampling, Testing and Analysis would be:

- 1) Sample Collection – Collection of samples at Loading end of the coal companies
- 2) Preparation of Laboratory Samples
- 3) Testing and Analysis of prepared samples at NABL accredited Laboratories owned by BIDDER or subsidiaries of CIL. The rate of testing by CIL owned laboratories shall be charged at the rate of 50 paise per tonne.
- 4) Preparation of Report for samples
- 5) Documentation and Communication of Report

- 3.5 Detailed documentation of coal sampled against the supplies to consumers by Rail, Road, MGR, Conveyor, Ropeway etc. is to be furnished by BIDDER to Coal Companies and consumers within the stipulated time, which shall be the basis of raising the bills for sampling on monthly basis.
- 3.6 For the purpose of collection, preparation, transportation and analysis of coal sample or part of the job thereof, BIDDER shall deploy qualified personnel at different locations from the list of personnel supplied.
- 3.7 However, Testing/Analysis of prepared samples shall be undertaken at a NABL accredited Laboratory either owned by TPA or CIL.
- 3.8 In case of a BIDDER engaging any personnel, in the capacity as Principal Employer, it shall be the sole responsibility of BIDDER 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 BIDDER only.
- 3.9 After empanelment, BIDDER shall have to sign a Tripartite agreement with the consumers and respective coal companies of CIL and to complete all other requirements/formalities before commencement of the ACTIVITY.



**SECTION-II:**

**INSTRUCTIONS TO BIDDERS  
(ITB)**

#### 4.0 REQUEST FOR PROPOSAL (RFP):

- 4.1 Coal India Limited (CIL) invites RFP through on-line application process on the website <https://coalindiatenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess Class-2 or Class-3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The RFP document is also available on website <https://eprocure.gov.in> for download by the prospective bidders free of cost. There will be no sale/ distribution of Hard Copy of the RFP Document.

Note: The complete RFP document shall be available on the website of Coal India Limited([www.coalindia.in](http://www.coalindia.in)), Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and CIL's e-Procurement Portal (<http://coalindiatenders.nic.in>). and can be downloaded by the bidder up to the bid submission end date.

In case 3 Bids are not received within the originally stipulated time, the due date of tender shall be extended by 02 working days and thereafter by 05 working days automatically by the system.

Even after granting two extensions, if less than 3 Bids are received, tender shall be considered for opening.

In case no offers are received, tender will be cancelled.

#### 4.2 Earnest Money/Bid Security-

Earnest Money can be deposited by following modes only:

- (a) Online fund transfer through Net banking using Payment Gateway available on portal.
- (b) NEFT/ RTGS from any Scheduled Bank to the Virtual Pool Account of CIL strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the CIL's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at CIL's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the CIL within the specified period due to any reason, the bid will not be accepted by the System/ CIL. However, the EMD will be refunded to the bidder's account automatically.

The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

The bidder will submit the Bid along with Earnest Money Deposit/Bid Security of Rs. 50 Lacs. The bidder on successful empanelment may replace EMD amount with Bank Guarantee (BG) of equivalent amount from any Indian scheduled Bank.

In case the Bidder is MSE and exempted from EMD, upon empanelment shall have to deposit Rupees Fifty Lakhs in the form of BG within seven days of successful empanelment.

The Earnest Money/Bid Security of the unsuccessful bidders shall be refundable as promptly as possible and shall bear no interest.

The bidders should submit MANDATE FORM for e-Payment along with EMD as per the format given in the bid document. - Annexure-5

The Bid Security/ EMD deposited shall remain with the CIL up to a period of ONE Year (365 days) from the date of empanelment or till the furnishing of required Performance Security upon award of a work, whichever is earlier and shall not carry any interest.

The Company shall not be responsible for any delay on part of the bidder in submission of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected (Except for the firms which are specifically exempted from EMD in the tender documents).

The MSEs should be registered with either District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or NSIC or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or firms having Udyog Aadhaar Memorandum issued by MoMSME or Entrepreneurs Memorandum (EM-II) signed by DIC, are eligible for availing benefits under the Public Procurement policy for Micro and Small Enterprise (MSEs) Order, 2012.

The Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

#### 4.2.1 EMD FORFEITURE

The Bid Security/Earnest Money Deposit may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; or
- b. in case the Bidder after empanelment withdraws within 365 days from the date of empanelment, before award of work.
- c. in case the Bidder after empanelment, fails within the specified time limit to:
  - (i) sign the Tripartite Agreement; or
  - (ii) furnish the required Performance Security/ Security Deposit.
- d. In case of forfeiture of EMD, applicable GST shall be also charged from the Bidder.

#### 4.2.2 EMD REFUND

- a. The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. If no tripartite agreement is executed up to one year (365 days) from the date of empanelment the EMD will be refunded.

4.3 Interested bidders are invited to submit their offer in the form of SINGLE STAGE TWO PART SYSTEM (PART-I and PART-II to be submitted simultaneously) against this RFP for empanelment as BIDDER to be engaged by Consumers and Coal Companies jointly for undertaking the ACTIVITY at the loading points of different Coal producing units of the Subsidiaries of CIL.

4.4 Each bidder to submit only one bid either as a partnership firm or as a public limited/private limited Co. A bidder who submits or participates in more than one offer shall cause all the offers with the bidder's participation to be disqualified.

4.5 Under SINGLE STAGE TWO PART SYSTEM, PART-I shall constitute of Pre-qualification criteria details and other relevant clauses (except price bid), whereas PART-II shall be exclusively for the price bid.

4.6 The Bidder shall quote single rate in Rs./TONNE (excluding GST but including all other taxes) for the ACTIVITY which shall be uniformly applicable across all subsidiaries of CIL irrespective of the given quantity.

4.7 **Conflict of Interest:** The bidder should not be a consumer of coal or in the business of production/trading of coal either in his own name or as a partner in a Partnership firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company.

A successfully empaneled bidder shall not work for any other TPA / TPA engaged by CIL or its subsidiaries after entering into tripartite agreement for the Activity.

In case the Bidder is already having existing contracts with other organizations at loading end, it will be a conflict of interest limited to that particular organization only and not for others. Such bidder may be considered for empanelment subject to fulfilment of other RFP clauses.

In case a TPA is doing rake loading or sampling at consumer end, it may be a conflict of interest limited to that particular Consumer only and not for others. Such bidder(s) may be considered for empanelment subject to fulfilment of other RFP clauses.

A declaration to this effect, must be submitted by the bidder, on the letter head of the bidder, along with the offer as per **Annexure-1**. An offer without such declaration shall not be taken in to consideration

- 4.8 Bidders are requested to furnish their basic details for introductory purpose on their letter head (such as: Name of the firm, Year of Establishment, Presence in India and abroad, Name of Parent Company, Country, Turnover, website address, etc.).

## **5.0 SUBMISSION OF RFP DOCUMENT**

- 5.1 The complete RFP document shall be available on the website of Coal India Limited ([www.coalindia.in](http://www.coalindia.in)), Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and CIL's e-Procurement Portal (<http://coalindiabidders.nic.in>). There is no fee and the applicants can download the RFP document free of cost. The offer have to be submitted online through the CIL's e-procurement portal website <https://coalindiabidders.nic.in>, based on the RFP document, uploaded in websites mentioned above. The prospective bidders have to get themselves enrolled on the above portal and confirm for accepting user portal agreement. The Online Bidder Enrollment is free of cost and one-time activity only.

## **5.2 SEEKING CLARIFICATION BY THE BIDDERS**

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in the tender. The period for seeking clarifications by the bidders is as mentioned in the time schedule.

The Tender Inviting Authority will reply/respond to the clarifications online. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries.

## **6.0 LANGUAGE OF RFP**

The RFP and all correspondence incidental and related to RFP shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the RFP, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder submitting the RFP.

## **7.0 COST OF RFP BIDDING**

The Bidder shall bear all costs associated with the preparation or delivery of its RFP document, participating in discussions etc. including costs and expenses related with visits to CIL's office and the site(s). CIL will in no case be responsible or liable for those costs and expenses regardless of the outcome of the final empanelment.

## 8.0 RIGHT TO ACCEPT/ REJECT

CIL reserves the right to accept or reject any / all RFP at any time without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Party/Parties of the grounds for the CIL's action.

## 9.0 REQUIREMENTS FOR PARTICIPATION IN RFP

9.1 In order to submit the online offer on CIL's e-Procurement portal <https://coalindiatenders.nic.in>, the bidders should meet the following requirements:

- a. PC connected with Internet (For details, visit link "Resources Required" on home page of CIL's e-Procurement portal (<https://coalindiatenders.nic.in>). It shall be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. CIL shall not be liable to the bidders under any circumstances for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
  - b. Class 2 or Class 3 Valid Digital Signature Certificate (DSC) issued from the agency authorised by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA
  - c. Online Enrollment/Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) - The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the bidder to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- 9.2 No separate intimation in respect of corrigendum to this RFP (if any) will be sent to bidders who have downloaded the documents from website. The bidders are advised to see the same websites time to time for corrigendum if any, from where the original RFP document has been downloaded.
- 9.3 Bidders should download the complete RFP including the Exhibits & Annexures and read carefully before filling the details and uploading the documents.
- 9.4 The bidders must upload all the documents required as per the terms of RFP. Any other document uploaded which is not required as per the terms of the RFP may not be considered.
- 9.5 All notices to the bidders, during the process of finalization of RFP, shall be sent by e-mail and/or through e-procurement portal only. Hence the bidders are required to ensure that their corporate e-mail id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail id and mobile no. of authorized representative for communications through e-mails / SMS alerts (if any).

- 9.6 Modification of the submitted bid shall be allowed online only before the deadline of submission of RFP and the bidders may modify and resubmit the bid online as many times as they may wish. Bidders may withdraw their applications online within the last date and time of bid submission.
- 9.7 No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, shall be allowed and even if submitted, they shall not be considered by CIL after opening of the bid.
- 9.8 In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL shall not be held responsible for the consequences and no correspondence in this regard shall be given any cognizance by CIL.

**SECTION – III:**

**PRE-QUALIFICATION (PQ) CRITERIA**



## **10.0 Pre-Qualification/Eligibility Criteria**

The bidder shall fulfill the following criteria to be eligible for being considered for empanelment as a BIDDER for the required schedule of work.

### **10.1 Legal Status of Bidder:**

The bidder should be registered in India under the Companies Act 2013 or a Partnership Firm registered under the Indian Partnership Act 1932.

The bidder should submit a copy of Certificate of Incorporation/Registration, as applicable.

### **10.2 EXPERIENCE CRITERIA**

The bidder should meet the following experience criteria.

**10.2.1 Work Experience:** The bidder must have **IN ITS OWN NAME**, experience of having successfully executed (completed) works of similar nature (Collection, Preparation, Analysis of Coal sample & Documentation) for minimum value of **INR 20.00 crores** (excluding taxes and levies but including simple weightage of 5% per FY) either in independent form (single work order) or in consolidated form (multiple work orders) in any Financial year during last 3 (three) Financial years ending 31.03.2020 in India and/or abroad.

Note: A Financial Year means 1<sup>st</sup> April to 31<sup>st</sup> March of next year.

In case the experience has been earned by the Bidder as a company, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Partnership firm shall be considered against eligibility.

To arrive at the value of experience, simple weightage of 5% per financial year shall be considered for each completed Financial Year.

To arrive at the value of work (in INR) for the works executed abroad, if any, the exchange rate applicable as on the 31<sup>st</sup> March of the corresponding Financial Year, as per State Bank of India, shall be taken into consideration.

In case the bidder is a Partnership firm, the work experience of any or all of the individual partners of the Partnership firm or the Partnership firm itself may be furnished as the work experience of the bidder.

Data/Document to be furnished by bidder under format at **Exhibit 1**.

**10.2.2 Global Repute:** The bidder shall be a Reputed Global level agency.

“A Bidder, who have executed (completed/ongoing) work of similar nature for clients/parties of minimum 02 (two) countries apart from India, during any of the last Ten (10) years (Work Order/Supply Order/Appointment/Contract Agreement should be dated on or before 31.03.2020), either in its own name or in the name of its Holding Company/Subsidiary companies/Group companies, shall be considered as Reputed Global level Agency”.

Data/Document to be furnished by the Bidder under Format at Exhibit-2 & Exhibit-3:

**For this purpose:**

“**Holding Company**” means, in relation to a company (“**Bidder**”), any other company which (a) Controls the Bidder; or (b) exercises or controls, directly or indirectly, more than one-half of the total share capital of the Bidder;

“**Group Company**” in relation to the Bidder, means any other company (a) which is Controlled, directly or indirectly, by the Holding Company of the Bidder; or (b) more than one-half of whose total share capital is, directly or indirectly, exercised or controlled, by the Holding Company of the Bidder:

“**Control**” means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management and policy decisions and day to day operations of that entity, beneficial ownership of at least 51% (fifty one percent) of the voting shares or securities of that entity and/or to appoint the majority of directors on the board of that entity, whether through the ownership of voting share capital, by contract or management rights or any other means whatsoever.

For the sake of bidders, it is clarified that work should have been awarded or issued by clients/parties of minimum 02 (two) countries apart from India irrespective of whether the work is undertaken in India or abroad.

**10.2.3 NABL accredited Coal testing Laboratories:** Bidder must have in its own name at least 03 (Three) coal testing labs in India in its own name having NABL accreditation with Lab Information Management System (LIMS) Controls.

In case LIMS is not available, bidder to make LIMS available prior to signing of Tripartite Agreement with subsidiaries of CIL and Consumers. Bidder to give an undertaking to this effect.

In case the Bidder is a Partnership firm, the NABL accredited testing laboratory must be in the name of any of the partner(s) of Partnership firm or Partnership firm itself.

Data/Document to be furnished by the bidder:

- i. Name & address of the NABL accredited laboratories owned by the bidder
- ii. Accreditation certificate valid on the date of publication of tender

**10.2.4 NABCB certification:** Bidder should be accredited for Coal Scope (IS 436-part-I, Sec-I, 1964 specification or its latest version) by National Accreditation Board of Certification Bodies (NABCB)

Data/Document to be furnished by the bidder:

- i. Accreditation certificate valid on the date of publication of tender

**10.2.5 Availability of Resources:** Bidder shall have to provide all tools and tackles, consumables, manpower, transport arrangements etc. wherever required with proper supervision and arrangements to conduct the job and ensure that personnel employed are competent and have adequate qualifications for the jobs assigned to them. Supervisors so employed by them should be Graduates in Chemistry or Graduates/Diploma holders in Chemical Engineering and must be conversant with IS-1350. Sample collectors and preparators must be conversant with IS-436

Data/Document to be furnished by the bidder on its letter head:

- i. Detailed list of Key Management Personnel (KMP)
- ii. No. of competent personnel, their qualification and experience.

**10.2.6** Bidder shall have documented code of ethics/code of integrity and shall have independent compliant organization structure.

Data/Document to be furnished by the bidder: A self-declaration on its letter head.

## **11.0 FINANCIAL CRITERIA**

The bidder should meet the following financial criteria.

**11.1 Turnover:** The Bidder shall have a minimum annual turnover of **INR 50 Crores** in each of the 03 consecutive Financial Years (FY 2017-18, 2018-19 & 2019-20) as per the audited annual financial statement (In case, the annual financial statement of the FY 2019-20 are unaudited due to extended timelines, the unaudited results certified by the Chartered Accountant shall be submitted.)

The Bidder shall submit a Certificate to this effect issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India (ICAI). Such certificate should contain the Unique Document Identification Number (UDIN). The certificate shall be submitted as per format at **Exhibit 4**.

**11.2 Working Capital:** The bidder must submit the certificate of possessing adequate working capital of at least **INR 10 Crores** inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India (ICAI). Such certificate should contain the Unique Document Identification Number (UDIN). The bidder should possess the working capital issued within 3(three) months prior to the date of opening of RFP.

In case, access to lines of credit constitutes the availability of working capital, Banker's certificate (Scheduled commercial bank) shall also be submitted regarding availability of access to credit (issued within 3(three) months prior to the date of opening of RFP) to meet the above eligibility criteria.

Data to be furnished by Bidder:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)

- iv. Membership Number of CA with Institute of Chartered Accountants of India who certifies the bidder's working capital on a particular date.
  - v. Date of Issue of Certificate.
  - vi. Certificate should contain the Unique Document Identification Number (UDIN)
- 11.3 **Permanent Account Number:** The bidder should possess a valid PAN issued by Income Tax Department, Govt. of India. Documentary evidence to this effect shall be submitted.
- 11.4 **Goods and Service Tax Registration certificate:** The Bidder shall have valid GST registration certificate. Documentary evidence to this effect shall be submitted.

**SECTION – IV:**

**PRICE BID**

## **12.0 Price Bid:**

- 12.1 The Bidder shall quote single rate in Rs./TONNE (excluding GST, but including other taxes/levies, if any) for the ACTIVITY which shall be uniformly applicable across all subsidiaries of CIL irrespective of the given quantity.
- 12.2 The Price-bids shall be unconditional.
- 12.3 The rate quoted should be reasonable and justified.
- 12.4 The bidder shall closely study specification in detail and scope of work alongwith other terms and conditions which govern the rate being quoted.
- 12.5 The Price Bid which is incomplete and not submitted as per instruction given above shall be liable to be rejected.

**SECTION – V:**

**EVALUATION CRITERIA & METHOD OF EVALUATION**

### 13.0 **Evaluation Criteria and Method of Evaluation:**

13.1 Screening of RFPs shall be carried out as per eligibility criteria mentioned herein above based on testimonials/declarations submitted in PART-I.

### 13.2 **Clarification of Bids / Shortfall / Confirmatory Documents :**

1. During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the same portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
2. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales tax / VAT / GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).
3. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
4. For this purpose, maximum 1 chance of 7x24 hours duration shall be given to the bidders to upload these clarifications / shortfall documents.

The above documents will be specified on -line under the link "Upload shortfall / confirmatory document" indicating the start date and end date for on-line by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard.

5. The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard.

13.3 Before opening of PART-II (price bid) the bidders may be required to make a presentation, if required, to a selection committee show-casing their proposals.



- 13.4 PART - II of those bidders only shall be opened who qualify under PART-I.
- 13.5 After opening of PART-II, the bidders in the price band of L1 plus 20% shall be given counter offer to match the rate with the L1 quoted rate.
- 13.6 The L1 and the other bidders (within the price band of L1 plus 20%) who agree unconditionally to L1 rate shall only be considered for empanelment.

**13.7 Procurement from Micro and Small Enterprises (MSEs) (Applicable for Service Tenders)**

- a. Minimum 25% of the tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is up to 115% of price of the L1 eligible bidder and they agree to match the L-1 price.
- b. Further, out of this 25%, sub-targets of 4% may be procured from MSEs owned by the SC/ST entrepreneurs and 3% from women owned MSEs.
- c. Classification of Micro and Small Enterprise shall be as per Government guidelines as applicable on the date of floating of tender.
- d. The MSEs should be registered with either District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or NSIC or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or firms having Udyog Aadhaar Memorandum issued by MoMSME or Entrepreneurs Memorandum (EM-II) signed by DIC, are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

The benefits to MSEs under Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 shall be restricted to the unit(s) /plant(s) which are appearing in the registration certificate issued by the above mentioned registering authority. For other units/plants, no benefits under the above policy shall be given. Further, the bidder will submit an undertaking in the "Commercial Docs" that it will supply the offered items to CIL from the unit/ plant for which it will avail benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

- e. The MSEs owned by SC/ST are classified as under:
  - i) In case of proprietary MSE, proprietor(s) shall be SC/ST
  - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
  - iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- f. The MSEs are required to upload notarized copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise, SC/ST entrepreneurs, as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME in the folder "Commercial Docs".
- g. In case MSE is an enterprise wholly owned by Scheduled Caste (SC) or

Scheduled Tribe (ST), then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law, duly notarized by Public Notary, in the folder "Commercial Docs".

- h. It is necessary for MSEs to upload Public Notary Attested copy of Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME in the folder "Commercial Docs", failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.
- i. TPAs shall carry out the ACTIVITY in line with the operational and technical guidelines stipulated in BIS/FSAs/Tripartite Agreements and Standard Operating Procedure(SOP) as agreed between the Buyer, Seller & TPA as an observer / advisor. 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.

**SECTION – VI:**

**GENERAL TERMS AND CONDITIONS**

## 14. **GENERAL TERMS AND CONDITIONS**

- 14.1 The bidders are to submit their offers online giving reference of the RFP reference no. and date.
- 14.2 Statutory taxes i.e. GST on services, as applicable, shall be payable by the service recipient(s) on actual basis.
- 14.3 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.
- 14.4 Bidder empaneled as TPA has to carry out ACTIVITY as per the requirement at all the subsidiaries of CIL without any exception.
- 14.5 TPA shall avoid any conflict of interest while discharging contractual obligations and bring 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.

A self-declaration in this regard on the firm/organization's letter head shall be submitted in the format provided as **Annexure-4**

- 14.6 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 BIDDER for any purpose other than the performance of the work.

Bidder has to provide a certificate towards maintaining confidentiality on its letter head. as per **Annexure - 2**

- 14.7 BIDDER should not be on 'Holiday'/'Negative list' by CIL or Public Sector Undertaking / Government Organization (India/Abroad) (due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector (India/Abroad) on due date of submission of RFP. Further BIDDER has to submit declaration as per **Annexure -3**. RFP submitted by such Bidder shall not be considered for empanelment.
- 14.8 **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 for further 02 (two) years on mutually agreed terms.
- 14.9 **Performance Security:** TPA shall have to submit Performance security at the rate of 10% 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 10% of contract amount and should be submitted in any of the form given below :

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

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security

The bid security deposited in the form of Demand draft/ cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder'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 successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

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

14.11 **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

14.12 **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.

- 14.13 **Total Moisture** - Determination of T.M. shall be done at site/nearest laboratory. For such purpose, sample of 12.5 mm shall be prepared.
- 14.14 **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.
- 14.15 **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 a NABL laboratories.
- 14.16 **Analysis** through Automatic Bomb Calorimeter with print out facility shall be done without manual intervention and necessary records will be kept by Third Party Agency. Third Party Agency shall communicate the analysis result of the sample within 7 working days (considering 5 working days a week) from the date of collection of sample to the Coal Company and consumer through email/fax/ other electronic mode followed by hard copy. Additionally, Third Party shall also provide results of analysis to respective coal companies (HQ/ Area) in Excel format for online updation of records. TPA shall also provide means to seamlessly transfer data to any ERP/ software of CIL/Subsidiary Company.
- 14.17 **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.
- 14.18 **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 empaneled, 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.
- 14.19 **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 BIDDER is to be maintained strictly and non-adherence to the timeline shall attract penalty as per the following table:

Sr. No.	Delay (in Days)	Penalty
1.	1-2	5% of the total amount for that 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 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:

<b>Sr. No.</b>	<b>Delay (in Days)</b>	<b>Penalty</b>
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.

14.20 **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.

14.21 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.

#### 14.22 LEGAL JURISDICTION

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

#### 14.23 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.



**SECTION – VII:**

**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 BIDDERS(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

- 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 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 (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.

### 2.2.1 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 there after shall be subjected to TPA sampling.
- 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 and the place will be leveled 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 2.2.1 (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:

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

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 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 (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  $\mu$  (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. Final Lab sample shall not be handed over by the TPA in size other than that of (-) 212  $\mu$  (micron) 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° 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.
  - (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.
- 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**

### **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 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.

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.

## **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/ 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.

### **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 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 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.
- (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 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 ----- 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:

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

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.

### **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  $\mu$  (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.
- 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<sup>o</sup> 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 an NABL-accredited coal-testing laboratory owned by TPA or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.
- 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 owned by TPA or at NABL-accredited coal testing laboratory of subsidiary companies of CIL.
- 3.1.2 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.

3.1.3 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 (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.

**SECTION-VIII:**

**EXHIBITS & ANNEXURES**

## LIST OF EXHIBITS & ANNEXURES

<b><u>EXHIBITS:</u></b>	
EXHIBIT – 1	Format In support of Work Experience
EXHIBIT – 2	Format in support of Global Repute
EXHIBIT – 3	Undertaking for Global Repute
EXHIBIT – 4	Format in support of Financial Criteria
<b><u>ANNEXURE:</u></b>	
ANNEXURE-1	Format for undertaking against clause pertaining to conflict of interest
ANNEXURE-2	Format for confidentiality undertaking
ANNEXURE-3	Format for Declaration regarding Holiday/'Negative list'
ANNEXURE-4	Format for Declaration for not holding any position of interest
ANNEXURE-5	Mandate Form for Electronic Fund Transfer / Internet Banking Payment
ANNEXURE-6	Proforma of Bank Guarantee for Performance Security





**EXHIBIT-2**

**DOCUMENTS IN SUPPORT OF SUCCESSFUL EXECUTION (COMPLETED/ONGOING)  
FOR WORK OF SIMILAR NATURE FOR CLIENTS/PARTIES OF MINIMUM TWO  
COUNTRIES APART FROM INDIA**

**Name of the Firm / Organisation.....**

Name of The Party	Name of the Country	Work order No./Agreement No. / Appointment No. for each experience	Name and Address of the employer issuing the Order	Ref of Completion/Ongoing certificate

\*Documentary evidence to be enclosed

1. Copy of Work Order / Service Order / Contract Agreement / Appointment order
2. Copy of completion/ongoing certificate towards proof of having undertaken the job

Signature and Seal of the Bidder/Authorised Signatory.....

Place:

Date:

**Undertaking by Holding Company in support of Clause No. 10.2.2 of RFP document**

(To be given on non-judicial stamp paper of Rs. 50/- in the form of an Affidavit duly notarized)

Sub : Empanelment of Reputed Global level Agencies for Collection, Preparation and Analysis of coal samples at loading points and corresponding documentation of the same

Ref: RFP Tender No. CIL/C-4B/RFP/2020/50 dated 17.08.2020

We, M/s ..... (Name of the Holding Company) undertake that:

1. We are the holding company of M/s ..... (name of the bidder who is the subsidiary company).
2. M/s ..... (name of the bidder, who is the subsidiary company) is submitting its Bid on our financial strength and/or technical competence/global presence\*.
3. In case of any untoward happenings towards the successful execution of the contract subsequent to empanelment and/or event occurring that are distinct and different from the stipulated terms & conditions of this Bid Document as applicable and attributable to M/s ..... (name of the bidder, who is the Subsidiary Company) account, we shall be legally bound both jointly or severally to this contract for discharging all the contractual obligations on behalf of M/s ..... (name of the bidder, who is the Subsidiary Company).

Holding Company Stamp / Seal : .....

.....  
(Authorised Signature of Holding Company)

- Strike out which is not applicable

**Note:** The affidavit should be signed by a person having powers to do so which should be evidenced by way of a Board Resolution

**PRE- QUALIFICATION CRITERIA (PQC) IN FAVOUR OF FINANCIAL CRITERIA**

**CHARTERED ACCOUNTANT CERTIFICATE**

We have verified the Audited Annual Financial statements and other relevant records of M/s..... (Name of the Bidder) and certify the following:

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

Year	Amount (INR)
Year 1:	
Year 2:	
Year 3:	

Name of Audit Firm:  
Chartered Accountant  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.

**Instructions:**

1. This certificate is to be submitted on the letter head of Chartered Accountant.

**FORMAT FOR UNDERTAKING AGAINST CLAUSE PERTAINING TO CONFLICT OF INTEREST**

(On the letter head of the Bidder)

**RFP Ref No:**

**To**

**M/s Coal India Limited**

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**Sub: RFP for Selection of Third Party Agency for Sampling, Analysis and Documentation at Loading Points**

We have submitted our offer in the name and style of ----- against your above referred RFP document for empanelment as 'Third Party Agency'.

I/We ....., confirm that, I/we or my/our key personnel as referred to in any clause of the RFP, am/are/is not consumer of coal or in the business of production/trading of coal either in own name or as a partner in a Partnership firm or as a sister concern or as a holding company having any such subsidiary or as a subsidiary of any such holding company in any manner whatsoever.

I/We ....., agree to disengage myself/ourselves from working with any other empaneled TPA/TPA engaged by CIL or its subsidiaries after entering in to Tripartite Agreement for the activity.

Yours faithfully

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

**FORMAT FOR CONFIDENTIALITY UNDERTAKING**  
(On the letter head of the Bidder)

**RFP Ref No:**

**Sub: RFP for Selection of Third Party Agency for Sampling, Analysis and Documentation at Loading Points**

.....(Name of the Bidder) hereby declare and confirm that We/I are/am aware that We/I have been assigned by.....(the CIL/ subsidiary company and the consumer), to render certain services (the "ACTIVITY") in connection with the Request for Proposal no....., dated .....

In connection therewith, We/I hereby undertake and agree as follows:

- (a) That, the information, documents and data that shall come within the command of us/me in course of the work shall be confidential and the same shall not be used by us/me for any purpose other than the performance of the work.
- (b) Upon the request of the CIL/ subsidiary company, or upon the termination or expiry of empanelment, We/I shall immediately return to the CIL/ subsidiary company all Confidential Information disclosed to us/me or to which We/I had access during or as a result of the performance of the Services, together with all copies thereof.

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

**FORMAT FOR DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP (On Bidder's Letter Head)**

**RFP Ref No:**

**To,**

**M/s COAL INDIA LIMITED,  
Coal Bhawan, Action Area-1A,  
New Town,  
Kolkata - 700 156 (W.B.)**

**SUB: Empanelment Of Reputed Global level Third Party Agency (BIDDER) for Collection, Preparation and Analysis of coal at Loading Points of subsidiary companies of CIL and corresponding documentation of the same**

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking / Private Firm / Financial Institutions up to due date of submission of RFP.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that we have secured the contract by furnishing wrong information or by suppressing facts in the RFP submitted, Coal India Limited (CIL) reserves the right not to engage/empanel us and put us on Holiday / Banned / Blacklist list of CIL. Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CIL by us.

Place:

Signature

Date:

Name of the Authorized Signatory

Designation:

Seal:

**FORMAT FOR DECLARATION FOR NOT HOLDING ANY POSITION OF INTEREST**

(On the Bidder's Letter head)

RFP Ref No:

To

M/s Coal India Limited

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Sub: RFP for Selection of Third Party Agency for Sampling, Analysis and Documentation  
at Loading Points

We have submitted our offer in the name and style of ----- against your above referred RFP documents for rendering service of 'Third Party Sampling and Analysis Agency'.

We confirm that no member of our Board of Directors and /or its promoters/partners have any position of interest or cross holding /share holding directly or indirectly in any manner whatsoever with any of the parties viz. the Company (CIL and its subsidiary coal companies) and Consumer.

Yours faithfully

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**

1. Name of the Bidder : .....

2. Address of the Bidder .....

City..... Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the Cheque supplied by the bank. Please attach Xerox copy of a Cheque of your Bank for ensuring accuracy of the Bank name, Branch name and Code Number)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the person Authorised for the purpose .....

Certified that particulars furnished above are correct as per our records.

Banker's stamp Date

Signature of the Authorised official from the Bank



**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To  
..... (Name of CIL/Subsidiary)  
..... (Place)  
Distt. ....

Bank Guarantee in respect of Agreement No.....  
Dated..... Between ..... (Name of the company)  
and ..... (Name of the Empaneled Agency)

**WHEREAS**

..... (Name and address of the Empaneled Agency) (herein after called “the Agency”) has entered into an agreement made as per letter of acceptance..... dated.....(herein after called the said agreement) with ..... (name of the Company) (hereinafter called “the Company”) to execute ..... (name of the agreement and brief description of work) on the terms and conditions contained in the said agreement.

It has been agreed that the Agency shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said agreement.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Agency, agreed to furnish this Bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the Agency shall in any way fail to observe or perform the terms and conditions of the said agreement or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the Agency.

Any such demand shall be conclusive as regards the liability of the Agency to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Agency has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Agency regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the Agency and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of ..... or

such lesser amount of the said sum of ..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of .....and interest are fully satisfied and the Company certifies that the Agreement has been fully carried out by the Agency and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the agency and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of ..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day .....\*..... of .....\*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

\* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall affect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency. The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

The Bank Guarantee should be issued through Structured Financial Messaging System (SFMS) with the following details :

- Beneficiary Bank : .....
- Branch IFSC Code: .....
- Beneficiary Bank / Branch Name & address : .....

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

The Bank Guarantee as referred above shall be operative at our local branch at ..... or its Branch at Kolkata payable at branch at ..... or its Branch at Kolkata