



# MCL

महा प्रबन्धक (गुणवत्ता नियंत्रण) का कार्यालय

Office of the General Manager(QC)

पो: जागृती विहार, सम्बलपुर- 768020, ओडीशा

PO: Jagriti Vihar, Sambalpur - 768020, Odisha

दुरभाष/ Telephone No: 0663 – 2542061 (O)/ 2542091 (Fax)

ई-मेल/ e-Mail : gm-qc.mcl@coalindia.in

No. MCL/ HQ/ SBP/ GM(QC)/ F-TPSA(QCI)/ 22-23/ 59

Dt.25.05.2022

## NOTICE

**Subject: Extension of empanelment period of Quality Council of India (QCI)**

1. As notified, inter-alia, earlier by Mahanadi Coalfield Ltd (MCL), the present empanelment period of QCI expires on 25.05.2022 and the work (Activity) shall not be carried out by QCI beyond the said date unless the empanelment period is extended by CIL.
  2. Now, it has been decided that CIL will float an open tender for empanelment of third party agency(s) shortly & QCI would be required to participate and come through as per terms and conditions of the open tender. Meanwhile, the empanelment period of QCI is being extended for a period up to 25.05.2023 (one year from 26.05.2022) or issuance of Lc/ Work Order against new tender, whichever is earlier.
  3. During the aforesaid extended period, QCI will undertake the work (Activity) at the revised rates with penalty provisions as mentioned below. These revised terms will be applicable for the samples drawn from 26.05.2022 & onwards.
- A. **Rate:** Rs. 6.00 / tone
- B. **Penalties for adhering to timelines of declaration of third party results:**  
Penalty provisions beyond 7 working days from the date of sample preparation will be as per the table below:

S.N	Delay (in Days)	Penalty*
1	1-2	05%
2	3-5	20%
3	6-10	50%
4	>10 days	100%

\*To be computed against the charges payable to QCI for the quantity covered under the respective sample(s).  
Coal Company/ consumer shall claim/realize the penalty directly from QCI @ 50:50.

C. **Delays on account of reporting of referee results:**

Penal provisions in case of default/ delay in submission of samples at referee labs beyond 45 days from the date of the challenge will be as per the following:

S.N	Delay (in Days)	Penalty*
1	1-2	02%
2	3-5	05%
3	6-10	10%
4	>10 days	20%

\*To be computed against the charges payable to QCI for the quantity covered under the respective sample(s).

The challenging party would claim/realize the penalty directly from QCI.

4. The consumers having tripartite agreements with Mahanadi Coalfield Ltd (MCL) and QCI who continue the work of sampling and analysis by QCI beyond 25.05.22 will be deemed to have accepted the revised terms & conditions of extension mentioned hereinabove, notwithstanding anything in their tripartite agreement.
5. Continuation of work (Activity) by QCI beyond 25.05.2022, shall amount to amendment in terms & conditions of the tripartite agreements mutatis mutandis.

General Manager (QC)  
Mahanadi Coalfields Ltd

25-5-22

Copy for kind information to :- D(M), CIL, Kolkata  
DT (OP), MCL.  
TS to CMD, MCL.

Cc to :- GM (QC), CIL, Kolkata.  
TS to D(M), CIL, Kolkata.  
GM (Sys), MCL – for uploading in MCL website.

<p><b>कोल इंडिया लिमिटेड</b> <b>विपणन निदेशालय</b></p> <p>कोल भवन, प्रांगण सं एमएआर 04, प्लॉट सं -एएफ -III, एक्शन एरिया 1 -ए न्यू टाउन, राजरहाट, कोलकाता 156 700 - फोन :033-23244214 सीआईएन :L23109WB1973GO1028844 ईमेल :gmqc.cil@coalindia.in वेबसाइट :www.coalindia.in</p>	 <p><b>AN ISO 9001:2015</b> &amp; <b>ISO 50001:2011</b> <b>Certified Company</b></p>	<p><b>COAL INDIA LIMITED</b> <b>MARKETING DIRECTORATE</b></p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO –AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN :L23109WB1973GO1028844 E-MAIL : gmqc.cil@coalindia.in WEBSITE : <a href="http://www.coalindia.in">www.coalindia.in</a></p>
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Ref. No. CIL /C-4B/TPA/QCI/2022/53

Date: 25.05.2022

To  
Secretary-General  
Quality Council of India  
New Delhi

**Subject: Extension of empanelment period of Quality Council of India (QCI)**

Dear Sir,

This has reference to this office letter no. CIL/C-4B/TPA/QCI/2022/37 dated 23.04.2022 on the above mentioned subject (attached as **Annexure-I**). In pursuance to the same, QCI conveyed their willingness for extending their empanelment period and approached CIL for discussions/renegotiation of terms and conditions.

Copy of jointly signed MoM dated 23.05.2022 is attached as **Annexure-II**.

Under MoM dated 23.05.2022, it was inter-alia mentioned that communication regarding extension will be sent to QCI as per terms & conditions approved by Competent Authority in CIL.

In view of the above, following is being conveyed/reaffirmed:

1. The present tenure of empanelment of QCI is for 5 years from 26.05.2017 to 25.05.2022 and may be extended by mutual consent. CIL and QCI are principal parties w.r.t. terms and conditions of the engagement. Individual agreements may be signed on different dates but notwithstanding anything, the term of any tripartite agreement cannot exceed the period of empanelment. During the initial and/or extension period, if any tripartite agreement expires, it can be extended on the choice of the consumer but limited to the empanelment period only. In case of extension, new individual agreements signed shall also not exceed the empanelment period of QCI.
2. CIL will float an open tender for empanelment of third party agency(s) shortly & QCI would be required to participate and come through as per terms and conditions of the open tender. Meanwhile, the empanelment period of QCI is being extended for a period up to 25.05.2023 (one year from 26.05.2022) or issuance of Lol/ Work Order against new tender, whichever is earlier.
3. During the aforesaid extended period, QCI will undertake the work (Activity) at the revised rates with penalty provisions as mentioned below. These revised terms will be applicable for the samples drawn from 26.05.2022 & onwards.

**A. Rate:** Rs. 6.00 / tonne.

**B. Penalties for adhering to timelines of declaration of third party results:**

Penalty provisions beyond the timeline of 7 working days from the date of sample preparation will be as per the table below:

S.N	Delay (in Days)	Penalty*
1	1-2	05 %
2	3-5	20 %
3	6-10	50 %
4	>10 days	100 %

*\*To be computed against the charges payable to QCI for the quantity covered under the respective sample (s).*

Coal Company/ consumer shall claim/realize the penalty directly from QCI @ 50:50.

**C. Delays on account of reporting of referee results:**

Penal provisions in case of default/ delay in submission of samples at referee labs beyond 45 days from the date of the challenge will be as per the following:

S.N	Delay (in Days)	Penalty*
1	1-2	02 %
2	3-5	05 %
3	6-10	10 %
4	>10 days	20 %

*\*To be computed against the charges payable to QCI for the quantity covered under the respective sample (s).*

The challenging party would claim/realize the penalty directly from QCI.

4. Subsidiary Companies will issue a notice as per the format enclosed (**Annexure-III**).
5. The above will be treated as an integral part of the terms and conditions for the period of extension.

This is being issued with the approval of the competent authority.

You are requested to return a copy of this letter duly acknowledged.

Thanking You,

*Encls: As stated.*

Yours faithfully,

*S. Sahu*  
( S. Sahu )  
CM (M&S-QC/CP)

Distribution:


- GM (QC/QM), All Subsidiaries-for further needful

Copy for kind information:

- Director(Marketing), CIL
- Director-in-Charge (M&S-QC/QM), All Subsidiaries
- ED-Coordination, CIL
- GM (M&S-QC/Sales Policy),CIL

Copy to:

- CFO, CIL
- HoD(M&S-Finance),CIL

<p>कोल इंडिया लिमिटेड विपणन निदेशालय कोल भवन, प्रांगण सं 04- एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया- 1ए न्यू टाउन, राजरहाट, कोलकाता -700156 फोन: 033-23244214 सीआईएन: L23109WB1973GO1028844 ईमेल : gmqc.cil@coalindia.in वेबसाइट :www.coalindia.in</p>	 <p>AN ISO 9001:2015 &amp; ISO 50001:2011 Certified Company</p>	<p>COAL INDIA LIMITED MARKETING DIRECTORATE COAL BHAWAN, PREMISE NO- 04 MAR PLOT NO-AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214,Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : gmqc.cil@coalindia.in WEBSITE : <a href="http://www.coalindia.in">www.coalindia.in</a></p>
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No. CIL/C-4B/TPA/QCI/2022/ 37

Date: 23.04.2022

To  
The Secretary General,  
Quality Council of India,  
2<sup>nd</sup> Floor, Institute of Engineers Building,  
2, Bahadur Shah Zafar Marg, New Delhi-110002

**Subject: Empanelment period of QCI as Third-party Sampling Agency (TPSA)**

Dear Sir,

You are aware that;

- As per the letter of Intent for the work "Collection, preparation and analysis of coal at loading points (Activity)" issued vide reference No. CIL/C-4B/QCI/LOI/154 dt. 26.05.2017, "The empanelment period is 5 years initially and may be extended to another 05 years on mutual consent".
- The present empanelment period of 5 years shall be expiring on 25.05.2022 from the date of issue of letter by CIL.As such, the tripartite agreements signed by Subsidiary companies with QCI shall be expiring on 25.05.2022.
- Unless the period is extended by CIL, the Third-Party work by QCI shall not be carried out save and except the samples drawn till 25.05.2022.
- In view of the above, you may come forward for renegotiation of terms & conditions with CIL if you desire to extend the period of empanelment.
- Coal Companies/CIL shall not be liable for any consequences in the event of discontinuation of sampling by QCI.

This is for your information and further needful please.

This issues with the approval of the Competent Authority.

Yours faithfully,

*S. K. Singh* 23/4/2022  
Chief Manager (CP/QC)

Copy for kind information: Director (Marketing), CIL

- Copy to: 1. The Directors In charge (M & S / QC), ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC  
2. GM (M & S-QC/Sales Policy), CIL  
3. TS to Director (Marketing)/GM (M & S), CIL  
4. GM (QC/QM), ECL/BCCL/CCL/NCL/WCL/SECL/MCL/NEC

**MINUTES OF MEETING REGARDING EXTENSION OF EMPANELMENT PERIOD  
OF QCI DATED 23.05.2022 AT CIL HQ**

Earlier, a meeting was held on 05/06.05.2022 with QCI regarding extension of empanelment period of QCI. However, consensus was not reached in that meeting. Thereafter, second meeting was convened on 20.05.2022 and 21.05.2022 to attempt to arrive at consensus. In the said meeting, it was inter alia agreed to renegotiate any/ all the terms & conditions for consideration of extension of empanelment / engagement including sampling rates (MOM attached).

Today, QCI again came forward and stated that they are ready for the following -

**1. Sampling Rates:**

To further reduce the rates to Rs. 6.00 / ton.

**2. Penalties for adhering to timelines of declaration of third party results**

QCI offered that penalty provisions beyond the timeline of 7 working days from the date of sample preparation can be made applicable as per table below-

S.N	Delay (in Days)	Penalty
1	1-2	05 % of sampling & analysis charges of the consignment
2	3-5	20 % of sampling & analysis charges of the consignment
3	6-10	50 % of sampling & analysis charges of the consignment
4	>10 days	100 % of sampling & analysis charges of the consignment

Coal Company/ consumer shall claim/ realise penalty for any delay beyond above timeline as per above rates @ 50:50.

**3. Delays on account of reporting of referee results:**

QCI stated that penalty in reporting of results by government NABL accredited labs is not in their control. However, they are agreeable for penal provisions in case of default towards any delay in submission of samples at referee labs beyond 45 days from the date of challenge. Table showing timeline with penalty provisions in case of delay in submission of samples at referee labs is tabulated as under:

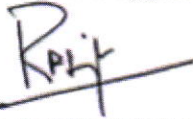
S.N	Delay (in Days)	Penalty
1	1-2	02 % of the total sampling & analysis charges
2	3-5	05 % of the total sampling & analysis charges
3	6-10	10 % of the total sampling & analysis charges
4	>10 days	20 % of the total sampling & analysis charges

Challenging party would claim/ realise directly from QCI.

*Raj*  
*2* *Y* *AM* *Ch* *Aswini* *Prashant* *N.*  
*Sanku*


4. CIL stated that it will float an open tender for empanelment of third party agency shortly & QCI would be required to participate for continuation of their work as per terms and conditions of the open tender. The extension, if given by CIL now, will be for a period up to 25.05.2023 (one year from 26.05.2022) or issuance of Lol/ Work Order against new tender, whichever is earlier. QCI agreed to these stipulations.

CIL informed that communication regarding extension will be sent to QCI as per terms & conditions approved by Competent Authority in CIL.



Dr. RAVI P. SINGH

(QCI)



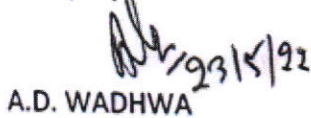
H.B. CHAWLA

(QCI)



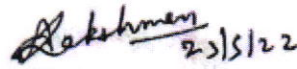
ASHOK KUMAR

(CIL)



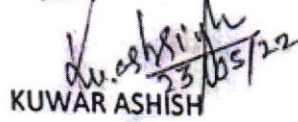
A.D. WADHWA

(CIL)



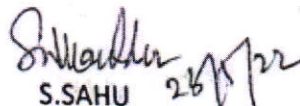
ADITYA LAKSHMAN

(QCI)



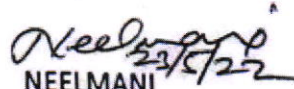
KUWAR ASHISH

(QCI)



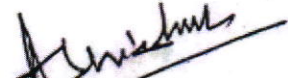
S.SAHU

(CIL)



NEELMANI

(CIL)



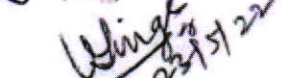
ABHISHEK MAZUMDAR

(QCI)



VIKRAM JINDAL

(QCI)



VINEET SINGH

(CIL)

**NOTICE**

**Subject: Extension of empanelment period of Quality Council of India (QCI)**

1. As notified, inter-alia, earlier by \_\_\_\_\_ [Name of respective subsidiary], the present empanelment period of QCI expires on 25.05.2022 and the work (Activity) shall not be carried out by QCI beyond the said date unless the empanelment period is extended by CIL.
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S.N	Delay (in Days)	Penalty*
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*\*To be computed against the charges payable to QCI for the quantity covered under the respective sample (s).*

The challenging party would claim/realize the penalty directly from QCI.

4. The consumers having tripartite agreements with \_\_\_\_\_ [Name of respective subsidiary] and QCI who continue the work of sampling and analysis by QCI beyond 25.05.22 will be deemed to have accepted the revised terms & conditions of extension mentioned hereinabove, notwithstanding anything in their tripartite agreement.
5. Continuation of work (Activity) by QCI beyond 25.05.2022, shall amount to amendment in terms & conditions of the tripartite agreements mutatis mutandis.